

**VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK
PLANNING BOARD
REGULAR MEETING AND PUBLIC HEARING
DECEMBER 18, 2008**

A **Regular Meeting and Public Hearing** was held by the Planning Board on **Thursday, December 18, 2008 at 8:15 p.m.** in the Municipal Building Meeting Room, 7 Maple Avenue, Hastings-on-Hudson, New York, 10706.

PRESENT: Chairperson Patricia Speranza, Boardmembers William Logan, Fred Wertz, Jamie Cameron, Eva Alligood, Bruce Dale, Rhoda Barr, Ed Dandridge (8:25 p.m.), Village Attorney Marianne Stecich, and Village Planner Angela Witkowski.

I. Roll Call

II. Approval of Minutes

November 20, 2008 meeting

Chairperson Speranza: Jamie, you've already given some.

Boardmember Cameron: My comments on page 6, I just ask to pass them out across here. There were four or five of them, so I just wrote them. Should I say them anyway though, Patty?

Chairperson Speranza: Not the typos.

Boardmember Cameron: The only one is, the beginning of the second paragraph, where it says, "*The second thing is that she didn't like the idea that we were . . .*" and then it goes dot, dot, dot, dot. And what "dot, dot, dot" is . . . we're apparently allowing the creation of a steep slope in section 295-5C.

Boardmember Alligood: Okay, on page 13, that third paragraph down, where I'm speaking, the first correction is, it says, "*I did attend protecting historic character . . .*" and it should be "*taming' the tear-down trend,*" not "*attaining.*"

Chairperson Speranza: Very big difference.

Boardmember Alligood: And then later in that paragraph, about the third line up, where it says, "*. . . how they can help preserve the . . .*" not the "*change*" of towns, but the "*character*" of towns.

And then one last one on that page, next paragraph, where I'm speaking, about halfway down, it says, "*We may want to think proactively about how we 'handle' this* instead of "*think.*"

Boardmember Wertz: I've got one on page 16. It's a little bit difficult to correct. I'm not quite sure what happened there, but it's not comprehensible. So I think all I can do is to say strike it and let me give you something that's close to the intention. It's the seventh line down, where I'm speaking, and where it says "*Is it going to 'relevant' use.*" Doesn't make any sense, so strike that.

Village Planner Witkowski: Where are you again, Fred?

Boardmember Wertz: “*Is it going to relevant use.*” Seven lines down, and where I’m speaking on page 16. Got that?

Village Planner Witkowski: Okay. Now what was it?

Boardmember Wertz: And just where it says “*Is it going to relevant use . . .*” just strike that right until the end of the sentence. And I would suggest putting in “. . . *and to provide them with relevant information for their use.*” And that’s about as close to the meaning as I can get.

Boardmember Logan: I got one small one on page 14, about a third of the way down. We’re talking about green issues here, and I say “*like a threshold,*” there’s a semicolon. It should be “*the energy consumption of that property.*” That’s what I said at the time.

Boardmember Dale: A couple of little ones. Page 10, the top of the page, when I first speak, the last sentence, just strike the “*but’ is done under the Comprehensive Plan.*”

Village Planner Witkowski: Just take that out?

Boardmember Dale: Take out “*but.*”

On page 17, next to the last paragraph, where I’m speaking: “*I . . .*” strike “*is it.*”

And then on page 18, towards the bottom, two-thirds down, where I’m speaking: “*What might have been . . .*” I think is what was intended here, “*a very good idea initially.*”

On MOTION of Boardmember Logan, SECONDED by Boardmember Wertz with a voice vote of all in favor, the Minutes of the Regular Meeting and Public Hearing of November 20, 2008 were approved as amended.

III. New Business

Public Hearing. Accessory Apartment Renewal. Zena Stein Susser; 100 Pinecrest Drive (Sheet 1/ / Lots 46, 46A and 46B). Waiver needed for excess square footage and parking.

Chairperson Speranza: Next on the agenda is an application for an accessory apartment renewal, 100 Pinecrest, Zena Stein Susser. Angie, is everything in order on the application?

Village Planner Witkowski: Yes. I thought I heard someone say something about on the agenda it said a parking waiver. That’s a typo, just so that’s clear.

Chairperson Speranza: Mailings are in order then.

Village Planner Witkowski: Yes.

Chairperson Speranza: Ms. Susser, if you have any comments, you don’t have to speak unless you would like to.

Zena Stein Susser, applicant - 100 Pinecrest Drive: We are really satisfied with the arrangement, and I try and do it every three years as it is.

Chairperson Speranza: Right. Three years comes quickly, doesn't it? I'm reading from here, there have been no complaints and there have been no changes to the apartment. And again, it requires a waiver for excessive square footage. Is there anyone here who would like to speak about this apartment, the application for renewal?

Then we'll consider the public hearing on this closed, and I'll open it up for Board comment or action. Questions, motions?

On MOTION of Boardmember Wertz, SECONDED by Boardmember Cameron with a voice vote of all in favor, the Board resolved to approve the application for renewal with a waiver for square footage.

Chairperson Speranza: Let the minutes show that Mr. Dandridge is here.

Boardmember Dandridge: Season's greetings, one and all.

IV. Old Business

Public Hearing (Continued). Site Plan Approval. 555 Warburton Restaurant Renovation. Thomas Devlin, 555 Warburton Avenue. Sheet 12 / Block 630 / Lot 28. Establishment of new restaurant in the former Hastings House Restaurant.

Chairperson Speranza: This has been before us before -- the old Hastings House. Who will be speaking, Christina? We'll first have the applicant. For the public, to refresh everybody's memory, if you could just go through the basic information. And then you can discuss what your changes and what the request is.

Christina Griffin, architect for applicant: First of all, do you want me to turn these at all?

Chairperson Speranza: I think it would be great if there was a way that you could.

Boardmember Wertz: If you could show everyone what they are, that would be great.

Chairperson Speranza: Maybe we could do it board by board. Like turn one easel.

Boardmember Dandridge: Just put them on the side.

Ms. Griffin: I could block the opening, if that's okay.

Chairperson Speranza: That's okay. It's not a fixture, so we would be able to get out.

Ms. Griffin: These kind of have to work together.

Chairperson Speranza: What we'll do is have the presentation, and then we'll open it up for Board discussion and, of course, comments from the public. We have received some emails on the project, which I can also discuss in the public comment phase. That's much better. Raf, can you get them? Excellent. Now I'm going to remind you about the mic.

Ms. Griffin: Yes, I'll try. Thank you.

I'm the architect for the renovation of 555 Warburton Avenue. This was once called the Hastings House. That was the former restaurant that was on the first and lower floors of the building. The last time we were here, last spring, we asked for a decision based on a condition that we get -- I'm going to call it -- the Chase-Devlin agreement, for the parking lot. We now have that lease agreement, in your packets, so that's why we're back now: to see if we can review all the conditions that we've been asked to look at.

I think for the sake of the public and anyone who hasn't been with us all these many months I'm going to just go through the project generally. Five-fifty-five Warburton was originally designed as a tavern in 1917. It's one of the buildings we have in the downtown, right in the heart of downtown, that has a lot of character. We're hoping to restore it. It has beautiful brickwork and arches and limestone, and a fabulous cornice. This building was designed to have a restaurant on the first floor, a meeting room or banquet room in the basement; the second floor had rooms for rent. And then on the top floor, that room was designed as the banquet hall for the building.

Our plans are to return most of the building to its intended use, which is restaurant on the first floor; taking out the apartments on the second floor, making that a mezzanine level of the restaurant; using the basement as a kitchen; and then going back to using a top floor as a banquet hall. The former use of this building was not only the restaurant at the first-floor, apartments the second floor, but karate studio at the top floor. When we began the process, we considered asking for a grandfathering of the top floor, which is to say we were asking whether we could use that for the same use. I think there was sort of an understanding that that use was so long ago, 25 years or so, that we're really going from a karate studio to a new banquet hall.

I also wanted to show you -- on these photographs that come from the Historical Society -- that to the right of the building, north of the building, that was once the original parking lot for the Farragut Tavern. Right now it's the Chase Bank, with a parking lot around it. I'd like to start by focusing on the restaurant and how it's changed. I have floor plans here comparing our proposed renovation/alteration to the building to the existing plans. This is the existing plan of the building showing that, in the basement level, this was used as a meeting area, an area for dining. We have a photograph, and we have copies, of the occupancy -- the sign that indicates the maximum occupancy -- of 100 people on that level. That's this photograph here.

This is a photograph of what it looks like now. What I've done is highlight the area that was used for dining in pink because I wanted to show you that the dining area of the existing restaurant is very similar in area to the proposed. We're planning to match the same seating capacity that the old restaurant had. We found another sign -- this is after our first submission -- that indicated the bar and dining areas at 100 as well. Based on our count of all the seats we saw inside, we came up with 170. That's why we're using that number. But we actually found these two signs. You add them together, it's 200. Our proposed plan is 170 seats to match the capacity of existing.

The existing had the two levels as a restaurant, and then what you see in blue is the kitchen. Our new kitchen is actually about three times the square footage. Then if you just take a look at the three floors, you'll see that all the other area we have there is much more space given to code-compliant stairs, an ADA elevator, and ADA-compliant toilets that are required by code. So although the new restaurant is 6,895 square feet and the existing was 5,152, the different space just given to dining is not that far apart. They're only apart by 150 square feet. I think there have been a lot of questions about how can you have the same capacity in a much larger restaurant. Well, this is the reason: we have a state of the art kitchen, it's much bigger; we have a very similar amount of dining.

Chairperson Speranza: Christina, let me just make sure. I think it's important to note that the second floor right now is apartments. And the idea, based on the plans that were in our packets, is that the second floor is actually only half a floor.

Ms. Griffin: It's a mezzanine level. I'm going to just compare each floor. The basement is going to be all kitchen and toilet areas instead of dining and storage. The first floor will be dining and a bar, but no kitchen at all. And the second floor, instead of having two apartments we're going to have a mezzanine level. It's a little more than half of the floor below, and has a decorative stair going up.

I can go through the parking calculation that we have discussed before. The zoning code requires that parking is based on either the seat count or the floor area, whatever's greater. I'm asking that the Board base it on the seat count, which will be the same for both. We're using 170, which is based on our visual count. We are asking that, in addition to the fact that the seat count is the same and there should not be any significant increase in parking demand, I would like the Board to take into consideration that the BFJ planners did a report that concluded the demand in parking spaces during the hours of operation of this restaurant can be satisfied within 550 feet of the restaurant. I hope that the Board will give us a favorable decision based on -- I guess you could use the word "grandfathering" in the restaurant. With regard to the banquet facility, we are asking really that the approval be based simply on complying with the zoning code. We've done this by providing parking in -
- I'm going to call it -- the Chase-Devlin.

This is our site plan, and we're indicating the property owned by the Devlins, which is 555 Warburton. That's this area with the pink line around it. Their property includes part of this parking lot. There are seven spots here, and there have been lease agreements over the decades between these two property owners. The only way the bank can use that property is if there is an agreement that they can use their property. We have managed to get a new lease agreement between Chase and the Devlins that will allow them to use the bank parking lot when the bank is closed. That'll be after 6:30 on weekdays and after 1:30 on Saturday. And, of course, they're closed on Sunday.

With regard to parking for the banquet facility, the zoning code requires that we have one space for each four seats plus one space for each employee or one space per 100 square feet of gross floor area. Our proposal is that the banquet hall will have 80 seats Monday through Friday, 120 seats Saturday and Sunday. Based on the zoning code, we will need 29 spaces more than existing. We need 34 altogether during the weekdays, and 41 on Saturday and Sunday. But I want to mention that the third floor right now is being used. The code requirement for the karate studio is only five parking spaces. I just want to point out that the calculation for the banquet hall is 34, but it's only 29 more than the karate studio during the weekdays. On the weekend it's only 36 more than the five that would go to the karate studio presently.

We have a maximum of 41 spaces in this lot, which is more than enough to be compliant by code. So we're asking for approval based on meeting the zoning code. Let me explain how this works. We're showing valet spaces because there can be 30 self-parked spaces in this parking lot, 11 valet style. We've done a lot of study on this. This is actually publicly the third version of the scheme you have seen because we have met with the Safety Council twice and received recommendations for BFJ planners from their original report, and then from their memo last August. In response to these comments, we have come up with a layout that allows that if there's a party you can get 30 cars to self-park at a time. Anything beyond that would be done by valet. This is to avoid any kind of lineup in front of the firehouse.

We will also have an employee agreement, so they will be using the Zinsser parking lot when it's available, which is after 6:30 on weekdays. On weekends it's open. Employees will be required to use the public parking lot. We have 11 employees for the banquet hall, so once we take that away we actually only need, Monday through Friday, a total of 29 -- only 18 more than is needed by the karate studio; and on the weekend, we have 41 minus 11 -- we only need 30 parking spaces for the diners.

I also want to point out that there's been a lot of discussion -- I have letters -- about 120 cars coming to the banquet hall. I really make this very clear: the zoning code requires one space

for each four seats and one space per each employee. We have 11 employees; 120 seats divided by four is 30. That adds up to 41 -- much, much lower than 100 or 120, which I've heard people say. That is the maximum. With 11 of the employees going to the Zinsser lot, we only need 30. I've put in your packet the comments made by the BFJ planners. Our plan matches their recommendations now. So our request for approval is simply based on meeting the zoning code for parking.

I'd like to discuss deliveries and circulation for waste. That is shown on our site plan here. We are planning to use the delivery entrance that has been historically used for this building since the time it was originally built, which is off of Spring Street. This space allows us to have a delivery truck 36 feet long. We met with the Safety Council, and we also had input from BFJ. We added another delivery area in response to the concern about trucks. There are sometimes very large delivery trucks, 50 feet long, that will come. So on this side of Spring Street there is going to be an official delivery area. The Village has agreed to have signage and mark the street. Actually, it has been used as a delivery area for many years. My office is here, and every day we see the big trucks come up, unofficially. We found, from the Safety Council meetings, they allow them to park there because it's the only place you can put a large truck on the street. We had also verified that you can still pass a truck when it's making a delivery. These deliveries are always made after rush hour in the morning and before rush hour in the evening.

We have located the waste area in the exact location it is now. There's just a small area that bumps into the parking area, and we're planning to keep that. We discussed this -- the dumpsters removed three times a week. It's only like a 10-minute process, and that was something that was in place throughout the time the restaurant was in use from 1917 to just recently.

I meant to pass out these occupancy signs we found in the building. I just thought you might like to see them. It adds up to 200.

In summary, as a result of all these many months of surveys and analyses started almost two years ago we would like the Planning Board to consider approval based on the following. One, with regard to restaurant parking, approval should be granted because the new restaurant will have the same seating capacity and required parking spaces as the former Hastings House Restaurant and therefore will not increase parking demand.

Two, BFJ planners estimated that the additional parking demand generated by the proposed changes, when compared to the present situation of no functioning restaurant, independent of zoning regulations, is satisfied within 550 feet of a restaurant.

Three, parking for the banquet facilities will be provided in the Chase-Devlin parking lot in accordance with Hastings zoning code for off-street parking by use of a lease agreement between Fay Devlin and Chase Manhattan Bank.

Four, the Safety Council, after meeting to review the project on March 17th and March 20th, 2008 has rendered a favorable opinion of the final site plan, of which you have a copy of the memo.

Five, the new restaurant and banquet facility will bring economic benefits to the commercial district of Hastings. Eating establishments of this size attract customers from outside the municipality and have proven to increase the number of pedestrians visiting the downtown, resulting in greater commercial activity for other businesses in the area. In the past, we gave you an example of the Tarrytown music hall. They have, actually, a very serious parking problem and a much lower amount of parking per business, yet they get booked and there is a lot of businesses that thrive on that bigger business. When you have an anchor business, or a magnet business, it should help generate business for other smaller businesses in town.

Six, restoration of this building will bring a major aesthetic improvement to a historically and culturally significant building in the heart of downtown. This was originally designed as a tavern with a ballroom on the top floor, and the renovation will return most of the building to its intended function. The exterior details -- the cornice, the fenestration, the brick and limestone façade -- will all be restored to its original style and character. And I think it's really important that we start saving some of these buildings. Too many of them have been torn down or changed. That will come as a result of this project.

Paul Walter, consultant - 555 Warburton project: I just want to point out that in speaking with BFJ they did acknowledge that we would actually be adding 18 parking spaces when there is not a function during the week and weekends because our guests are allowed to use the Chase lot. We would be directing them, as well as the public. We're adding 18 parking spaces.

Chairperson Speranza: You lost me there. You're adding 18.

Mr. Walter: There are 18 parking spaces available for Chase during the day. When I don't have a function in the restaurant those 18 spaces are available for my guests. So it's not like that's a private lot. We're allowed to use the lot when the bank is closed.

Chairperson Speranza: Could you just go over the hours of operation? I remember that discussion. You were no lunch business; it was just evening dinner. If you could just review that? It was when you initially came in.

Ms. Griffin: I can answer that. The hours of operation . . . there will not be any lunch in this proposal. We have, in our letter, after 6:30 during the week and 1:30 on Saturday and Sunday.

Chairperson Speranza: That's the parking lot, the events for the banquet hall. What about the restaurant? I'm just wondering.

Ms. Griffin: I'm going to have to defer to Paul just to make sure you get the correct information. For the restaurant alone, Paul, the hours of operation?

Chairperson Speranza: And then we were also discussing, at one point: when the restaurant's open -- would you have a function the same night? My recollection is that you said you would not have a function because it was too manpower-intensive. Again, this is my recollection. I could be wrong. But what are your thoughts right now as far as the hours of operation and how things would work?

Mr. Walter: We would open for dinner at 5 o'clock. That's actually what BFJ based their whole parking scenario on. But we would have functions during the week, with the restaurant open -- you know, business functions -- which is why they limited us to 80 for Monday through Friday.

Chairperson Speranza: Okay, got it. Let me find out first if anybody has any questions with respect to the proposal. Boardmembers first, and then we'll open it up to the public for questions. And then, of course, we can discuss it -- any questions we have -- with respect to our actions and how we're going to proceed. But I'd like to first focus on questions anyone has with respect to the proposal.

Boardmember Logan: I guess I'm just a little confused about the overlap of the restaurant and the banquet hall. The worst case scenario is we have the restaurant functioning full bore, to capacity, with a banquet hall function occurring at the same time. The way we split the parking is, the restaurant function uses available spaces in the existing lots, but not the Chase lot. And the banquet has dedicated parking in the Chase-Devlin lot. That satisfies the worst case scenario. Am I reading that correctly?

Ms. Griffin: There is an agreement that was in your packet. That's an agreement with the customer having the event. Their customers must use the Chase-Devlin lot.

Boardmember Dandridge: I have just three questions. If I'm understanding your rendering correctly, the dumpster, the waste facility, is actually on Warburton. Is that correct?

Ms. Griffin: The access is. It's actually running alongside the building. If you walk up to the building now you'll see an enclosure. We're just going to rebuild it. Access will be from Warburton.

Boardmember Dandridge: And is there fencing?

Ms. Griffin: Yes, there's a 6-foot high fence.

Boardmember Dandridge: Then, you were very clear about deliveries happening during non-rush hours during the week. I'm curious about when would deliveries occur on weekends, specifically if you were doing bar mitzvahs and big catering events on Saturdays. What would the delivery schedule look like then?

Mr. Walter: For the most part, your deliveries are Monday through Friday. We're a steakhouse. You can't get a meat delivery on a Saturday. And planning these large parties, if I was having a large party on a Saturday I would have everything delivered on Friday. Can't get liquor or wine. You possibly could get fish, but if that's the case it would have to come before the party, if I needed it, and it would come between 10 and whenever -- 10 and 12. It would have to come before the party and the party's starting at 1:30, so at the most I would have two deliveries, if I even needed to.

Boardmember Dandridge: So your belief is that there really wouldn't be any meaningful disruption due to deliveries on a weekend. Right?

Mr. Walter: No. Because all your liquor, wine and meats, they're not open on weekends.

Boardmember Dandridge: Okay. And then the last question just has to do with business hours for the restaurant. There's no lunch service, correct? It would just be opening up at 5 p.m. Right? The only reason I ask is that I did hear that this is supposed, to some degree, to serve as a magnet for other businesses in the area. I guess I would want to go back and refresh myself of the hours of most of the other establishments along the corridor to see if they're actually going to be open for any meaningful period of overlap to benefit by the increased foot traffic during evening hours. That's it.

Boardmember Wertz: I have a question about the lease agreement with the bank, and maybe Marianne can help us out with that a little bit. As I read this and understand it, the initial agreement is for a four-year period. Is that right, from 2008 to 2012?

Ms. Griffin: Yes.

Boardmember Wertz: Then the statement is that after that "*Chase shall have the option to renew the lease term for one additional 10-year period upon the same terms and conditions*" and so on. I see that as benefiting the bank to have such an option, but I'm wondering if the restaurant has such an option and whether there's some protection in this lease agreement for the restaurant being able to continue it beyond that four-year period. And what risk, if any, there might be in the bank deciding it doesn't want to continue that agreement.

Village Attorney Stecich: Could I ask a related question, Patty? Because the person's going to address this. My understanding was that this lot was owned by Devlin and they were just letting Chase park there.

Chairperson Speranza: I think it's mixed.

Village Attorney Stecich: Then that would be a very different situation because then that one's in control. But in Christina's letter it does say it's jointly owned. I'm kind of confused.

Gerard Keough, attorney - 555 Warburton restaurant: I think I can clear that up, if I may. Let me just introduce myself. My name is Gerry Keough. I'm an attorney for the applicants.

I spent a tremendous amount of time with the Chase attorneys negotiating this, and came up with this agreement. In it is what we like to call a license swap. So to answer your question,

sir, that is a joint option. I think that option's important to zero in on. I'm glad you did zero in on that. The historic basis of this, and Christina had made reference to it in her presentation, was that the previous bank, the Bank of New York, had this agreement with the Hastings House. They normally had five-year options of renewal. At that particular time it was a sort of traditional lease, where the cars that were being used by Chase would pay a price, a rental price, for that.

When we negotiated this, and we showed them how much money was being invested and what a viable business plan it was going to be, I think you can see that their response has been pretty good. They opted for a 10-year option, which is pretty unusual. Usually it's a five-year option. So they see the viability in the partnership, seeing this as a thing that could enhance their business. For example, if you have a viable business in a restaurant next door you're obviously going to have clients who are going to come in; you're going to have a base that's going to be utilized. Especially a lot of the functions that are being contemplated are going to be business-based, networking-type functions. I think Chase saw the viability in executing this license swap. I hope I addressed your question.

Boardmember Cameron: I don't think you did, actually. First of all, I guess the question is just the parking spots in the red line belong to Devlin, and the rest belong to Chase. Is that correct?

Mr. Keough: Not according to this lease. According to this lease, both parties now have a license to use them.

Boardmember Cameron: I understand -- for three-and-a-half years. I'm just talking about ownership.

Mr. Keough: Oh, the demise premise? Yes, the premise itself, on the demise ownership, you're right. Those parts that are shaded in there go on the Devlin property, and the other goes to the Chase property.

Boardmember Cameron: I am, unfortunately, a lawyer, too, and I can't find here where your client has the option to renew for 10 years. And if Chase decides not to renew in June 30th, 2012 I don't see where you have a right to renew. I understand they lose those spots on the left. They may want to renew, but I don't see any legal obligation giving your client the option to renew it for another 10 years.

Mr. Keough: No, I think the option to renew is on both parties. I think there's mutually . . .

Boardmember Cameron: It doesn't say mutual. It says Chase shall have the option. It doesn't say Chase and 555 shall have the option.

Mr. Keough: I think if you read the lease in total, I think the . . .

Boardmember Cameron: Have you got a copy of the whole lease, then?

Mr. Keough: You have the lease in front of you.

Boardmember Wertz: Where would be the section that would assure us that Devlin has a right to renew that for the 10-year period? That's what I want to see.

Mr. Keough: I think that's contained in that language.

Boardmember Wertz: Well, read the statement that gives us that assurance.

Mr. Keough: *“Chase, in consideration of the covenants and agreements herein set forth, grants 555 the license for use of parking only during the catered events and restaurant use of 555 for such hours, as determined by Chase, from time to time only by the customers, patrons, invitees, and employees that the certain lot, the piece of the parcel of the land, that Chase surrounds the exterior of the parking place on the Hudson. Such license to 555 shall be subject to all the zoning laws and resolutions. Chase promises now and here enforces and prohibits the use and occupancy of Chase in the parking lot. Mutually agreed upon terms: upon the execution and delivery of the agreement, 555” -- that deals with the liability -- “both parties have the right to access their respective parcels of land, provided that both parties hereby warrant they will not interfere with the other party’s use of the lot provided thereof.”*

Boardmember Wertz: Now, this paragraph doesn’t concern the lease terms or renewal. This has to do with the utilization of the parking. I’m looking at the paragraph above that, and I’m particularly concerned with the period of the lease agreement and the option to renew, the right to renew.

Chairperson Speranza: If you look at the last sentence in the paragraph before.

Village Attorney Stecich: The first paragraph after the *“witnesseth.”*

Mr. Keough: Which paragraph are you making reference to?

Boardmember Wertz: The bottom of the first paragraph after *“witnesseth.”*

Village Attorney Stecich: The last sentence in there.

Chairperson Speranza: If you look at the last sentence.

Boardmember Wertz: Right. That starts with *“Chase,”* and doesn’t include Devlin.

Boardmember Dandridge: It’s right after you’ve defined the license term and the expiration date.

Mr. Keough: *“Chase will have the option to renew the license term for additional 10-year terms upon the same terms and conditions herein provided.”* That language was the same language that they took from the preexisting options that historically were exercised. They just took that out and changed it to the term *“10 years”* that was in there.

Boardmember Wertz: No. But what I’m concerned about is who has the right to renew.

Boardmember Cameron: It doesn’t say either 555 or Chase shall have the option.

Mr. Keough: Right. I don’t see how that precludes Devlin or Chase. I think the option is for both parties, and I think the operative language is the 10-year period.

Boardmember Cameron: It doesn’t say that, though. It’s got to say that.

Mr. Keough: This is the terminology that was utilized in the history of . . .

Boardmember Wertz: Okay. But it doesn’t sound right to me. I’m not buying it.

Village Attorney Stecich: In the history, Chase needed it. So it’s a different agreement now.

Boardmember Wertz: Needed a different agreement.

Village Attorney Stecich: Now he does, in order to get this approved.

Mr. Keough: I think you have a five-year period that's in the lease itself. The option to renew . . . if you look at the history of Chase, why would Chase change the option to a 10-year versus a five-year, which is what the history is, unless they were looking to invest into that procedure also.

Chairperson Speranza: Can I take this out of legal-speak for a minute? I want to get the concept rather than the language. What we, as a board, are concerned with is that the restaurant always be able to use the parking lot. If I read this correctly -- and if what you've said is correct -- this is just a change to the existing agreement. Chase has the option because Chase was only looking at the spaces that Devlin controlled or that the Hastings House controlled. So they always had the option to renew and keep use of those spaces. But now we want to make sure that Hastings House would be able to use the balance of the Chase parking. It's got to be more two-sided so that we can feel, if we were to decide we're going to go ahead and approve this, that there is at least the potential for a 15-year agreement whereby the restaurant would have access to the parking at Chase. That's what we're not reading in this agreement.

Mr. Keough: Just so I can sort of get it in my own mind, going back and forth with Chase on this I felt that both sides felt pretty comfortable with what their respective investments were and their particular needs. Because at the end of the day, is there a statute requiring a 15-year . . .

Boardmember Wertz: In order for me to feel comfortable with granting the application for this project I would want to know that this parking problem will be handled for a 15-year period. So I'd like to see the restaurant have the right to continue to utilize that parking space for a significant, substantial -- and 15 years sounds good to me -- period of time. But I don't see that in the lease agreement, and that concerns me. I'm not concerned about Chase. I don't care about the bank. I'm concerned about the restaurant.

Mr. Keough: Just so I can understand clearly, what you're saying is that . . . and I'm trying to see what the source of it is. Is it the statute?

Boardmember Wertz: The lease agreement is the problem.

Village Attorney Stecich: Before they can give an approval to this they have to be sure that for a foreseeable period of time there's going to be sufficient parking for the banquet hall, and four years doesn't cut it. Because this just binds Chase, if Chase sells this to Bank of America or something else it's not binding on Bank of America.

Mr. Keough: Oh, I disagree with that. They take it subsumable to it. Remember, Bank of New York had the original agreement.

Village Attorney Stecich: But the agreement does not say it's binding on assigned successors or anything else, which is standard. What you could do is -- rather than approve it outright -- a condition of the approval has to be that they maintain an agreement with the parking lot -- whoever owns it -- that they have those parking spaces. And then the burden

becomes on the restaurant owner and, presumably, it's in their interest. So that they're going to have to work it out. If somebody else comes -- or if they can't work it out with Chase, some kind of renewal -- then they'd have to close the banquet hall.

Boardmember Dale: Conditional approval would limit it to the top floor --

Boardmember Logan: That's right.

Boardmember Dale: -- but not to the restaurant itself.

Chairperson Speranza: If that's what we decide.

Boardmember Wertz: Those are our options.

Village Attorney Stecich: Depending on how the Board comes down, you could just make it conditional on maintaining this agreement because I have a feeling you're going to have a difficult time. It took this long to get this agreement with Chase. If you could get an agreement with Chase that says it's binding on all successors and assigns and everybody else, so anybody else who takes it over -- and it's got to be a deed restriction or whatever -- I doubt very much that they're going to agree to that. And you could have a renewal on both sides. So the other way to deal with it is to put the burden on the restaurant that to operate it they have to have these parking spaces.

Boardmember Logan: I think we have to distinguish the language. We're using the words "restaurant" and "banquet hall" and "restaurant subsuming banquet hall." I think these are two separate uses, and I don't think the approval for the use of the facility as the restaurant -- i.e. the first and second floor -- should be contingent upon the continuation of the lease from Chase. However, the banquet hall may be. So if they can't get an extension of the lease, use of the banquet hall would have to cease. Or they'd have to come up with another formula to provide the parking. I think the idea of 15 years is arbitrary. Our protection is that if they don't have the lease for the parking, then we have to stop the operation of the banquet hall.

Boardmember Dale: At any time, regardless of the terms. I think what happened here is that Chase took the easy way out, which was to agree to a prior lease with the change that you mentioned -- from five to ten years -- which reserves their right to the parking, the additional seven spaces. And a lease does require mutual agreement, but what's not here is the agreement of Chase to accept a 10-year extension if the restaurant requests it. They're not required to accept the restaurant's request, where the restaurant more or less can accept Chase's agreed-to option. So you really need to have clarity either on the term of the lease or what's required for an extension of the term.

Boardmember Dandridge: If I can simplify this, I think Mr. Keough's suggesting that Chase would be otherwise predisposed not to do this because they've given a 10-year extension. My point is, we're looking at the technical deficiency, where there's somehow been a misunderstanding between the parties as to what Chase's true intention is. So I'm assuming that the assignment clause -- which is a longer-term thing, and I understand how difficult that could be -- I think our counsel's right about how we have to approach that. It seems to me like the language we need to have changed shouldn't be that hard to have amended contractually because we're really talking about inserting the notion of mutuality.

So instead of it just saying Chase, it should say either party. And if, as you say, they're interested in making a long-term investment in seeing this work they shouldn't really have an objection to doing this.

All I'm saying is that you can come back just really quickly with either a threshold answer about whether this was just a carryover lease that was kind of a hedge, or if they are really committed to making sure this project . . .

Boardmember Dale: I really don't think it's that simple. Chase has reserved its rights. If Chase decides to close this branch they can. They are not obligated to extend for 10 years.

Boardmember Dandridge: I'm not suggesting that it's that simple either. I'm suggesting that counsel has presented it to us as though it were that simple. I'm saying that if that's counsel's position, Mr. Keough's position, there's a simple fix to bring this agreement in line with how he's presented this to us. I'm not taking a position one way or another. I'm just simply saying he has presented it to us as being mutual in spirit, mutual in past practice. We all recognize the document doesn't say that. It's on him to go back and bring the document in line with past practice and the mutuality he is representing is incumbent upon parties.

Mr. Keough: The past agreements that existed between the previous bank, the Bank of New York, this clearly was the language that was in there.

Village Attorney Stecich: It didn't matter. It was a different game.

Boardmember Wertz: No, it doesn't matter. But there's another problem even beyond this lease, and I think we've already put our finger on it. That if Chase should sell this property to some other owner the question is whether this lease would be binding on assigned successors. We're saying it isn't at this time, and Marianne is telling us that it might be quite difficult to get such a lease.

Village Attorney Stecich: Well, I don't know.

Boardmember Wertz: But our bottom line could very well be that we could grant approval contingent on some arrangement that allows use of this parking lot, and then we don't have to care about the lease or anything else. And if the restaurant is willing to take the risk of having to shut down the banquet hall when they don't have some arrangements for parking, then they can go ahead and it's their problem.

Chairperson Speranza: I agree.

Boardmember Logan: I agree. That makes the most sense.

Boardmember Cameron: And also that will help solve the other problem, where it says they can only use it during non-banking hours, as such hours are determined by Chase from time to time. It's the evening hours, in which case the parking lot's not available.

Boardmember Wertz: It takes care of that problem, too.

Boardmember Cameron: You'd probably want to cover that.

Boardmember Alligood: We'd need to cover that. I flagged that because this sounds like they can change the hours of when it's available at any point. The other question I have in terms of this agreement is number three: "*Both parties reserve the right to maintain and*

store garbage in refuse cans and/or containers upon their respective lots.” Right now, Chase has a huge dumpster on the right-hand corner of that lot which does not make two of the spaces that have been represented here available. In fact, at least two because you have to be able to back out.

Boardmember Wertz: This parking scheme won't work with those dumpsters there.

Boardmember Alligood: No. And according to this, they have every right to put the dumpsters wherever they want. So we actually don't have control over the layout of that in terms of site plan approval, their part of the lot. So already this agreement points out one problem. There could be others that we haven't even thought of, but that's one very concrete issue in terms of these numbers being represented to us as available parking.

Mr. Keough: I think that matter would be resolved. Because if you read the totality of the agreement it is that both parties can't interfere with the usage of it. So particularly with respect to coming up with a mutually beneficial plan to where the refuse would come in, I think that certainly goes within the spirit of the agreement.

Boardmember Alligood: Where does the garbage fit in this plan? They need a place for their garbage.

Mr. Keough: It's one space. Are you saying it's two spaces? I understand it's one space. Right?

Boardmember Alligood: The space that's there now is for Hastings House. The space that Chase Bank uses for their garbage is in the right-hand corner of that lot.

Boardmember Dale: Back corner.

Boardmember Alligood: That's existing right now. They could move it somewhere else, but it'll still take away from parking that you've represented as available.

Boardmember Logan: So the worst case is we subtract . . .

Mr. Keough: One space.

Boardmember Alligood: Two.

Boardmember Logan: One space.

Boardmember Dale: In fact, the space in the upper right-hand corner really is not usable the way the cars are drawn now because you can't back out. The valet would have to move the cars.

Village Attorney Stecich: Just to make it clear, there has to be an express condition that if the Chase hours change then the banquet facility's have to change.

Chairperson Speranza: Right. Well, that's it. This parking lot would have to be available for the banquet hall.

Village Attorney Stecich: Just make that an express condition.

Mr. Keough: That was the major point we were discussing with them. If, like Wednesday or something, they were going to have a special nighttime thing, then we wouldn't book the event. So that would be more towards the booking of the event.

Male Voice XXX: Same as if they extended their Saturday hours to 5 o'clock.

Chairperson Speranza: Right. And as long as you're willing to live within that agreement, yes, that would be something that the Board would probably condition. Fred, do you have anything else? Eva? We just want to make sure we have some comments now on the questions so we can get anything from the public.

Boardmember Alligood: I have comments, but I don't have questions.

Chairperson Speranza: Let's just focus on questions first so that everybody here has an understanding.

Boardmember Cameron: Actually, I don't have another question now, but I did have comments.

Village Attorney Stecich: I have two, okay? One is the agreements with the people who are going to have parties in the banquet facilities, I don't see how it says that they have to use the lot. I mean, I'm a little concerned about that. It says if you are going to use the lot, these are the directions. But I don't see any kind of a commitment to achieve that. I hope this isn't final. I would hope that the letter's going to be revised. Because Christina had said in her presentation there was going to have to be a commitment that they would have to use it, and that's not in that letter.

Boardmember Cameron: I do have another comment on that, if I can come back. The other thing I think should be part of that letter is that valet parking will be free. Notwithstanding some people's view that nobody's looking for a parking spot, if I am coming down Main Street and turning onto Warburton -- and my instructions are to go down Spring Street and go along Maple and turn and come back around to get into your valet parking, and I know valet parking costs me money -- and I come around the corner and I see a big, fat, empty parking spot on Maple Avenue, I'm going to park there. Notwithstanding that may sound like a dumb idea to people, I'll do it every time. So I think we need to make sure that it's not going to cost people money to park in that valet parking.

Chairperson Speranza: That's good.

Boardmember Cameron: So it should be free.

Chairperson Speranza: And that's what you're saying: the intent is to have free valet parking.

Boardmember Cameron: I think it should say that.

The other thing -- and there may be some explanation for this 100-person assembly thing -- is that first, it's a round number. Secondly, it probably includes all the staff and the waiters and everything because those are people occupying a public space and I think they count from that point. We could ask Jim Drumm what he looks at, but I think he counts everybody who might be in the room -- not just people sitting down eating -- which may be an explanation of why it says 100; that they didn't have 100 people eating there.

Mr. Walter: Just to address that comment, 170 seats includes bar seats, lounge seats, and the 170, plus 25 employees on our busiest Saturday night. That would be 195.

Boardmember Cameron: You had 200, and I was just giving what I thought was probably the estimation for it.

Boardmember Dale: The contract for the banquet does use the terms that they're obligated to use the parking facility. The suggestion is that the letter should indicate that.

Village Attorney Stecich: The other question was, Christina's letter says the banquet customers, by contract, must self-park at the Chase-Devlin lot to avoid a lineup of cars waiting for valet service. I'm confused about the interface between the valet parking . . .

Chairperson Speranza: And self-parkers.

Village Attorney Stecich: I don't get how that's working.

Mr. Walter: Let me just put it this way. When you have a lot that has open spaces, and you have four or five valets, basically there would be one valet on the outside, one valet in the middle, and one valet here. So you pull in, the first valet directs you around and the last valet over here points you in to this spot. Then the next car, he points into this spot. Actually, we would have four valets; three would be directing. It is self-park, but it's directed self-park. Like up in Cape Cod, they point, okay, and then you've got to pull right into that spot where they tell you to -- or at a concert, or whatever it happens to be. Our fourth valet actually would be giving them their tickets as they're walking around the corner to the thing.

So basically, they self-park the seven along the building; self-park the 11; and then as they come in, the 11 get backed up, self-parked again; and then three get self-parked perpendicular to the seven.

Village Attorney Stecich: And they have keys for the other ones. So the cars that are blocking those people, the valets have keys for?

Mr. Walter: Yes.

Chairperson Speranza: So everybody leaves their keys with the valet.

Mr. Walter: Yes, and they're handed tickets. Like I said, you'd have one basically pointing people in, one going around the corner. As this side builds up, you have two guys that are now giving tickets to these people.

Just so you know, I did a study on how many cars can come from any particular direction. Timing the traffic lights, coming south from Yonkers -- I don't know if we put that in the packet -- with the amount of cars coming in, there's a major concern about how many cars. All these cars are going to come at the same time. But if you sit there right on Main and Warburton and time the lights, the maximum cars that can come is 12 -- through that light, before it changes. Coming this way, 10. Coming from Broadway onto Warburton -- I timed it -- 18 cars. But that's if everybody is lined up and everybody hits the gas as soon as that green goes. So even 18 cars in a line will be parked in the first seven and 11 parking spaces. So there may be a slight backup, but not a major backup. And I highly doubt that 18 cars . . . everybody's gunning their car to catch that light and get all 18 through.

Boardmember Logan: Good study.

Chairperson Speranza: Yes, I'm impressed.

Mr. Walter: The thing is, I've got 14 all lined up. Actually, I had two timers and the whole nine yards. Number 14 didn't get through, but I noticed he didn't start pushing through. But I actually timed everything. The maximum is 18, and that's if we have a whole bunch of young guys with sports cars that are approaching.

Boardmember Cameron: I have another question. You know, this parking lot is supposed to be for the people going to the banquet. Are you going to stop people going to the restaurant from going in to that parking lot?

Mr. Walter: Yes, we'd have signage up to indicate that this is private parking for whatever function: "Smith Party, Private Parking." Can we prevent anybody from saying, "Yes, I'm part of the Smith party"? No.

Boardmember Cameron: But if you're not going to have a banquet, I take it you'll encourage your customers to park in that parking lot.

Chairperson Speranza: It's still open. It's not going to be chained off -- it's just public.

Mr. Walter: Absolutely. "If it's open, please help yourself to the Chase parking lot. You won't get ticketed." We're allowed to use it. But, as well -- like it was pointed out -- non-functions, we will let the firehouse know that on this particular day we will have a function -- let's say it's a Saturday -- and we ask you not to use it. But any other time you're welcome to use it. You know, we're not going to prevent the public from using it. We're just saying there's 18 more parking spaces downtown when the bank's not open. Technically, right now, it says private parking only, bank parking only.

Boardmember Cameron: As you know, those 18 spots are being used, just not by either the bank or you. People just slide into them. So there'll be people there no matter what. You know, we're dealing with a situation in which people are using the word "grandfather," and we're looking out here at a restaurant which has not had any real occupancy for whatever period of time you want to pick. We know there are going to be cars coming in to occupy that restaurant, and we're working off a bit of an article of faith of whether or not -- or doubts, concerns -- about whether or not we won't have a terrible parking problem because of the opening up of this restaurant; notwithstanding the banquet facility, just the restaurant itself. On the other hand, it's good business for the town. And that's what we have to think about as we listen to what you're saying tonight.

Boardmember Dandridge: I had another question. I wanted to just go back to counsel Keough's memo . . . it's the opposition response of petition...dated December 1st. It's point 4, and I'm trying to get my arms around this, given that we've been told that during the week -- business hours -- you'll open up at 5 p.m. Right? So your point 4 says: "*Our employees do not have to arrive until later in the day. They can use our lot after banking hours.*" But I think the bank is open until 5 o'clock. Right? So the bank is open, 5 o'clock, you've got your employees coming in, parking in the bank's parking lot. And then at some point you're

going to have this massive shift of your valet parkers taking the keys of the employees and moving them down to the public lot. Correct?

Mr. Keough: Well, that's why I phrased it conditionally -- they *can*. In other words, if it's a light day, if things are light . . . and what we envisioned in speaking with Chase was that there would be a lot of mutual cooperation in the utilization of those two premises. And that's why I phrased it conditionally: that they *can* do it that way, or they can go straight down to the parking lot after hours to do it. There are varied ways to do it. If there's a heavy day -- if it's this time of the year, and people are coming in -- I'm sure the employees can be told, "Okay, look. You guys are going to have to carpool today to address it." I think the point was to show that there could be a flexibility that could be employed in addressing the concern in the petition.

Boardmember Dandridge: Right. This wasn't really about Chase because I think we understand that the lease is a separate issue. I'm trying to get my hands around when your employees are actually going to arrive there. Because you're saying "can." They don't technically have to move out of those spaces after 5 o'clock. Now, I'm sure they want to because they want to facilitate business. But I'm trying to get my arms around . . . you're saying that they're not going to be there until after business hours. I happen to know different. If you're opening up at 5 o'clock you're going to have people there well before 5 o'clock working. So I'm trying to figure out what the time line of the day looks like: when your employees get there, when they're going to park, when those cars get moved down, when the valet-parking kicks in. I just want to understand the flow here.

Mr. Keough: Actually, how the employees are going to be done and how the restaurant will be operating I'll defer to Paul because that's more of an operational question. I was just addressing the point that was contained in the petition. But in listening to your question, I think it's probably best if you sort of addressed it from the operational point of view as to when employees will arrive.

Chairperson Speranza: Right. And as I recall, you did give us some sense at an earlier meeting of how many employees you have there generally during the day, before you're actually serving meals.

Mr. Walter: Also with BFJ, I believe when he was here he agreed that even though the code says one parking space per employee, that just isn't realistic. I believe it's somewhere in his report. Because your three dishwashers -- one who's coming in at 5, two coming in at 6 -- aren't driving to work; your busboys, you know, it's basically going to be your waiters. You have two shifts of waiters in a restaurant that size. Half of them come in at 4 o'clock, half of them come in at 6.

As far as valet parking, valet parking is only going to happen when there's a function. The functions can only happen from 6:30, later, during the week; my employees who are coming to serve this function have to use the Zinsser parking lot. So if they get here at 6 o'clock, they come down there, they come up and get ready for the party. And actually, BFJ said at

least one-half hour -- and I agreed with him -- because of the parking situation, we probably wouldn't start any function until 7 o'clock Monday through Friday. So the valets really won't be moving employees' cars because there won't be any cars for them to move. And Saturday and Sunday, that lot's open for my employees.

Chairperson Speranza: And is that because the banquet facility . . . you're going to have additional staff, additional employees, when you're holding a banquet?

Mr. Walter: Totally separate staff of 11 employees that is figured in by code. That's why he said only 80 guests during the week, plus the 11 parking spaces for the employees. But even he agreed 11 employees working a function aren't driving 11 cars. And even if they are, they're directed to be parked down in the free parking lot after 6 o'clock.

Boardmember Dandridge: So I'm still unclear. Does this response petition . . . it says "our employees." Are you talking about your banquet employees or your restaurant employees?

Mr. Walter: Banquet.

Boardmember Dandridge: Sure?

Mr. Keough: Just so I can better address your question, what exactly is the point that you're having difficulty with?

Boardmember Dandridge: I'm just trying to understand how what you have written here on your response number four, on lines of what I just heard, which is something I think is slightly different.

Mr. Keough: The point that was in the petition was that current business employees have to use regular parking during the day because the Zinsser parking lot requires a resident permit. That was the point in the petition. The point appeared to be irrelevant to the application because, first of all, it's a statement as opposed to how does it address how the application is going to be utilized. When I phrased it, that's why I phrased it conditionally. See, that statement was an absolute. In actuality, the way things really are going to work, it's going to be much more conditional on the conditions at hand. So where the employees will use their parking lot -- where they'll park, really, I guess -- would sort of be a function of the event. The worst case scenario that this gentleman mentioned before during the presentation was you have the restaurant going at the same time as you have a function that's going on. And at that particular time, in scheduling the employees, you're going to say, "Look, so-and-so is going to have to address who's going to pick up this guy or pick up that worker" so that parking can open to the patrons of the premise. That's why it was phrased conditionally. Because the absolute statement, in absolute terms, in and of itself, makes it inherently irrelevant for the application.

Boardmember Cameron: It is true that employees who come during the day can't use the Zinsser Park, but he has a whole bunch of employees coming during the day. So I think your comment was mystifying to some of us, to say the least.

Boardmember Dale: In summary, you're saying that the employees of the restaurant -- not the banquet -- will park wherever they park; they will not park in the Chase lot. And they'll park on the street or at other parking lots, wherever they can find a space. The employees

who arrive for the banquet will be arriving about 6 o'clock because banquets can't start until 6:30 or 7, and they will park in Zinsser parking lot, period.

Boardmember Alligood: If we're going to comment, or have questions, on that letter.

Chairperson Speranza: Wait. You know what? I really think it's time, if anyone from the public has any questions about the proposal. Come on up. I do want to make sure that it's noted in the record that there were two emails that we received -- everyone should have gotten them, I hope -- one from, I think, Fonda Lefrack, who was concerned, of course, about the parking, and the parking that is available to other businesses in the downtown with this being heard; again, not so much the restaurant, but the banquet hall. And questions, again, about the lease in terms of what would happen should the lease be terminated.

And then there was also an email from Nina Cangiano: again, parking and the question with respect to how much parking would be available for other entities.

Boardmember Wertz: And deliveries and other issues, traffic issues.

Chairperson Speranza: Right. And, of course, these are things that we will be considering.

Rosemary Devlin, owner - 555 Warburton Avenue : I'm actually the owner of the building. Hi, everybody.

We purchased the building in 2006, a little over two years ago. You know, I've been living in the River Towns for 20 years. When I saw the building, of course I just loved the ambiance, loved the Rivertowns, just loved everything about it. You know, we renovate landmark buildings in New York, so we've got a great reputation if anybody wants to check us out online. But, you know, we have the history and just saw a great opportunity here. You know, my feeling, after hearing this tonight . . . actually, I came in here believing that I was getting approval based on the leases because I think that was a battle for many months. So I'm rather disappointed, to say the least, that that's not the case; that I'm going to go out hearing another month of discussions.

My feeling about the whole thing tonight is that if parking is the issue, then can we just commence and at least get approval for the restaurant and decide on the banquet hall at a later date? I'd really like to get started, and we've really disbursed so many checks. Look at the counsel here tonight. I mean, two more years of expense.

Chairperson Speranza: I think your application -- and it's certainly something to be worked out -- the application that we have before us -- and it's one of the formalities, I should say -- the application before us is for the restaurant and the catering. If you decide that you want to amend it, you can certainly do that. You can certainly amend your request for the site plan approval.

Ms. Devlin: Does that take a lot of time to do that?

Chairperson Speranza: I don't see why it would.

Boardmember Logan: I don't know that we're at that point now. I think we have a mechanism that could give us comfort and protection. If we lose the parking in the Chase lot, we have recourse. We just say if you don't have the lease for the Chase lot, then the banquet function stops. If you have a lease for a certain term -- maybe you can extend the lease, maybe not -- but you can't extend it, then we can say the banquet piece comes out. But I don't think we have to say the banquet piece comes out now.

Chairperson Speranza: No. Ms. Devlin was asking could she take it out, and that's fine.

Boardmember Wertz: But please, we're in the process of discussing this now. Please don't jump to a conclusion that we've made a decision. We're here to discuss and think about this tonight. We haven't gotten to a conclusion yet.

Boardmember Dale: It's time to make a decision.

Boardmember Wertz: But we haven't made it already.

Chairperson Speranza: But should you decide that you want to amend the application and just have the restaurant, then that's fine. Yes, you can do that.

Ms. Devlin: All right. So at this point I'll get this to the Board.

Chairperson Speranza: We'll continue to discuss it and hear some others.

Ms. Devlin: Anyone, any questions for me?

Jim Metzger, 427 Warburton Avenue: I want to thank the Board. You've asked most of the questions I had written down, so thank you. I had just a couple of questions. On Saturday, if they start at 1:30, I believe there's an overlap with the Farmers' Market. There are already parking issues down around that area. So that's something I think we need to be concerned about, just something to add into the mix.

The other question that I have is, how far is 550 feet from the location. I know the BFJ survey said there is adequate parking at 550 feet, but what does that mean in reality?

Chairperson Speranza: Do we have a map? Do you have the map on a board, by any chance?

Boardmember Logan: It's on the list.

Chairperson Speranza: There you go. Bill's got it.

Boardmember Logan: Businesses are marked out. Maud's is 500 feet, roughly.

Boardmember Dale: So it covers all the major parking lots in the Village.

Boardmember Logan: It's every parking lot except Zinsser.

Ms. Griffin: This is 750, so 550 is about here. It does pick up all the main ones.

Boardmember Cameron: Those are crow-fly feet, but you can't actually walk them.

Mr. Metzger: The last question I have, I know we're talking about the lineup of cars. That's actually an issue that I had raised. I appreciate the fact that somebody's actually looking into this as opposed to just making suppositions. But the question is if, say, 12 cars show up after the light has changed, how many cars can the valet actually get off of the street in that time before the next batch of cars shows up. And then once the lot is filled, and

people are showing up expecting to be able to park there, how difficult is it going to be to direct traffic away from that site to get someplace else to park. Thank you.

Chairperson Speranza: Anyone else here?

Kelly Topilnicky, 18 Maple Avenue: I have several concerns. A lot of talk about grandfathering in. Hastings House never did the capacity that they're talking about with this restaurant. I've been here for 20 years, and my husband's family has lived here for 45. He doesn't ever remember that kind of capacity -- 170 people, or even half that number of cars -- coming to and from the restaurant. And 20 years ago, I would say it probably wouldn't have been a problem. But now, the parking has gotten to the point where the residents who live on Maple Avenue can't even park near their own homes if you don't have a driveway.

So I have a real concern with the numbers and, on top of that, with the banquet hall. Even if it's during a weekday, or on a weekend, we already have difficulty parking. The only day that we have free is Sunday and, in my mind, now we would be competing again on a Sunday. Their restaurant is open, they have an event, people don't always valet park. They're going to park, and they're going to park down here, they're going to park where they can park; which, if Maple Avenue's within their 500 range of 750 range, it's going to be an issue for the residents here. But it also impacts businesses because a lot of the people who work in the Village park on our street. That was one thing with the grandfathering interest.

Dumpsters. Yes, Chase Bank has a dumpster right in the corner that happens to be right in the corner of our backyard. We have egress with the firehouse. So even if they move that dumpster -- and they have to make sure that they can't block that corner up with a car because it's for the firehouse -- they have the back exits from their buildings. But also they talk about one dumpster. And where it is now, their garbage is garbage cans. It's not a dumpster, and the garbage cans are dragged across the sidewalk and emptied. With a dumpster you'd have a uniquely different situation. It would be on wheels, they'd have to roll it out to the garbage truck, the garbage truck would lift it. You're not going to be pulling a dumpster out across the sidewalk, down a curb so the garbage men can empty the dumpster. So there's a logistics issue. Plus, with the capacity that they're talking about, you're not going to have one dumpster. If you go down to Harvest -- and I'm not sure about the capacity of Harvest -- but they have like six or seven huge dumpsters down there. So I can't really see one dumpster meeting their needs.

Again, we have residents here that live right behind that parking lot and, you know, you're going to have garbage open to the parking lot. I know that right now there's a fence, but if you have a dumpster there that might change. Visually, and depending on where you put it, you're next to somebody's porch if they have a back porch. That was a concern also with the dumpster.

Also, ADA requirements, I had a question. They talk a lot about the inside of the building with ADA being compliant, but what about the entrance to the building. Where are they going to have entering and exiting for somebody in a wheelchair, or an elderly person with a walker or a scooter. On top of that, if they have seven spaces, they have to designate spots for handicapped. It has to be designated for handicapped only. Valet parking doesn't take the place of having a handicapped space. So if they're saying they have 30 parking spaces in that parking lot, then they have to provide two handicapped spots that are not valet. Because you can't expect somebody who has a specially-controlled car, to give up control of their car to a valet person. I did double-check that, so that's a concern. Then again, if they say they have 30 spaces, and you take two handicapped spaces out, does that affect the number of spaces they're asking for in relation to the occupancy levels?

I think that was it, but I still have serious concerns with the amount. I know you did your traffic study, but also you're going to have a conflict when the train lets out at 6 o'clock. You know, you have a lot of cars coming. It's not just coming from the on street light. You get a lot of traffic coming up Maple, you get a lot of traffic coming through the Village. I'm not sure if that would impact if they have a banquet starting at 6 o'clock or 6:30, in that range, because that's when the train comes -- and that's when spaces free up on our street.

And also you're saying about your employees coming early and they can't park down in the Zinsser parking lot. Well, I would ask that they are not allowed to park on Maple Avenue; that you tell them they need to park in one of the available parking lots within the Village. Because Maple Avenue, at least most of it, is a residential street. It's not zoned commercial. You know, we have difficulty with that and we already have issues with parking. The whole Village, the whole downtown, has issues with parking. So I think the Board needs to look at it closely. Thank you.

Chairperson Speranza: Christina, ADA: I think Kelly raises a good question with respect to access to the restaurant. I'm just wondering how you're considering adjusting that.

Ms. Griffin: Yes, ADA access is right off the sidewalk here. There are no steps going in.

Ms. Topilnicky: You're going to remove the step that's there?

Mr. Walter: Yes.

Chairperson Speranza: Okay, great.

Ms. Griffin: And there's one handicapped parking here. It's not marked real well right now. Our plan does not remove the handicapped.

Mr. Walter: Can I just address that issue? This would only come up for a private function. And a private function, for however many guests, we would find out what their handicapped requirements are. If it's five, then we would save the first five spaces. It has nothing to do with the restaurant itself functioning. This is only the catering hall. And if the catering hall is private parking, ADA doesn't come into play as far as requiring those two spaces. This is a private parking lot for a private function. So basically we would find out how many they

would need, reserve the ones closest to the building. So it's not really an issue as far as that goes.

And as far as the lap-over from the Farmers' Market, it's the same deal. We have private parking for our function. So I don't see how that affects the parking in the Village if my guests are privately parked. I understand that there is no parking. We have our lot, by code.

Chairperson Speranza: Anyone else?

Jacqueline Lhoumeau, 157 Southside Avenue: Living on Southside, I'm above the Buffet near Maud's, in the middle where there's a lot of traffic. So again, I'm also concerned about traffic. But something you just said reminded me that now, when we do the Farmers' Market, people can't turn right onto Maple. So how are people going to get their directions to go into your lot if the idea was they go down Spring, around Maple, up north, and around? That's going to cause a problem on Saturdays.

Boardmember Cameron: I'd just mention that everybody who lives down at that end of Maple, which I do, when you come through Five Corners you go north on Broadway, and then take a left and come right back down. Your directions are really the long way to go, quite frankly. So people should go straight north on Broadway, turn left onto Warburton, and come back down the street.

Mr. Walter: I said coming down Main Street and making a left, but if they were coming up Warburton they would do that.

Boardmember Cameron: But they're coming up Farragut Parkway, they go straight through and head north on Broadway, turn left on Warburton, and come back to town. It's much faster.

Boardmember Dale: They don't have to use Main Street at all.

Mr. Walter: If you're correct, coming up Warburton they would have to turn on Main Street and then go around if Maple was closed.

Boardmember Dale: If they came up from Yonkers on Warburton, then you're correct. Because you wouldn't want them making a left turn into the lot. They'd be better off coming down Broadway.

Ms. Lhoumeau: I also had a point of confusion. The restaurant, during the week, and a banquet, but there could also be a banquet on the weekends. The restaurant's going to also work on weekends, right?

Chairperson Speranza: Right.

Ms. Lhoumeau: Is it because there's extra parking on the weekends somewhere that it's okay then to have the 120? There are more? That's why?

Chairperson Speranza: Yes.

Ms. Lhoumeau: Okay. Because Zinsser is available?

Chairperson Speranza: Right. And free.

Ms. Lhoumeau: This is just a comment not having to do with this. It's clearly in the zoning code, but does it really make sense anymore, the idea of four people per spot? I rarely see a car with four people in it. I mean, does that make sense anymore?

Chairperson Speranza: For instance, if Jamie and I were to go have dinner -- I'm just using this as an example -- we're going to walk over there. And that's what it is. When you have a standard like that, that's what it's meant to take into account. And the adequacy of it, you could question it based on experience. But it's a standard, a planning standard, and what's in our zoning code as a requirement. To take into account that we are a small village, we can be even more walkable if everybody walked a little more.

Boardmember Dale: But even on a Saturday night, if two couples are going out together, one couple will pick the other up and drive to the restaurant.

Ms. Lhoumeau: Sometimes. I just see people coming and going to the restaurants that I see, and mostly it's two people.

Boardmember Dale: But that's not going out to a restaurant to eat. That's just normal car usage.

Ms. Lhoumeau: No, I see people coming from the restaurants on my block. That's what I mean I see.

I also wondered -- the employees going down to Zinsser lot, are they going to then walk back up? Is that the idea?

Mr. Walter: Yes.

Ms. Lhoumeau: Okay, thank you.

Steven Topilnicky, 18 Maple Avenue: Two things. One, I believe Chase is open until 6:30 during the week. I'll double-check on the front door of the bank to be sure, but I'm almost sure it's 6:30. Notwithstanding when you have a function and your valets are parking all those cars, and there's a fire in this town -- and our volunteers, who normally park in that parking lot to get to this fire -- where are they going to park? Double park in the middle of the street somewhere? That's just the only point I want to make.

Mr. Walter: BFJ did the study, and that's why they suggested we start functions at least one-half hour later than the bank hours. And he said 6:30 in the study. If they have changed it, then we need to change that.

Chairperson Speranza: We'll find out.

Mr. Walter: As far as having a fire . . .

Chairperson Speranza: I say they park wherever they want.

Mr. Walter: My thing is, if I'm in the middle of a function and the lot is full, it's my responsibility to pull cars out so the volunteer firemen can park their cars.

Boardmember Dandridge: That's what your valet guys are there for. Right?

Mr. Walter: They could, absolutely. Like I said before, we're not using it. Those guys need to clean their truck or just want to hang out, we don't care. When there is a function, if

there was a fire I'm sure things will be discussed. But like you said, volunteer firemen can pull up on the sidewalk -- and I've seen it happen -- if they need to.

Chairperson Speranza: It's a concern, a question.

Ms. Topilnicky: First of all, volunteer firemen don't pull up on the sidewalk because there's trees planted along our sidewalks in the Village.

Secondly, Ms. Devlin discussed about possibly pulling the banquet portion of it and having you approve the restaurant. I think that they're one and the same. I don't think you can approve one without the other because they've made it quite clear that it's not profitable for them without the banquet hall. So even if you give them approval right now for a restaurant, to begin that sort of construction, you're still going to have to revisit the question about the banquet hall at some point. Because they're going to still want the same sort of occupancy numbers to make it profitable for them, and I can certainly understand that.

Notwithstanding, I think the parking issue is a major thing with our Village, but I think it's a good plan. Christina's done a wonderful job with the plans, and I think they've tried to keep the historical aspect of the building and everything. It would certainly help the Village in that respect. I don't want to say that everything is all negative and that she feels like it's all complaints because it's not. It's a good project. I just think there are certain things that need to be worked out.

Ms. Lhoumeau: There's something I didn't get. When does it close, both the banquet and the restaurant?

Mr. Walter: Ten o'clock Monday through Thursday, 11 o'clock Friday and Saturday, and probably 9 o'clock on Sunday. As far as having a function, I don't see a function going past 11 or 12 o'clock during the week. And although we might have a nighttime function during the weekend, 90% of them are going to be the afternoon -- you know, 11, 12 o'clock if I had a nighttime weekend function.

Chairperson Speranza: Let me just ask this question. Typically on a Saturday, would you have one or two functions? If you have something, say, at 1:30, is it 1 to 6 and then 6 to 12?

Mr. Walter: It's a four-hour.

Chairperson Speranza: It's a four-hour purchase of time?

Mr. Walter: Yes, so 5. I'm looking to put one party or two parties a month into that. You know, if I can get two a day, then we'd have an issue. But if I did, they're usually four-hour functions, and you have to clean. And just say we would have 1 to 5 and then 7 to 11, if that happens.

Chairperson Speranza: All right. I was just curious.

Ms. Topilnicky: As a resident of the neighborhood where there are a lot of restaurants, a lot of time the noise that you have at night it not just when the restaurant closes and people leave, but it's when finally the restaurant closes and the employees and everybody leaves. There can be a lot of noise until pretty late at night, and it can be difficult for people living in

the area to be able to get a reasonable night's sleep. If the people are aware of that, maybe they can encourage people to be a little quiet as they leave and go get their cars. Thank you.

Chairperson Speranza: So where do we want to start? Comments. We'll start down here now. Comments in terms of deliberations and how we, as a board, would like to proceed.

Boardmember Cameron: Comments. Well, I can start out by saying that I really like the idea of having the restaurant and I hope you find a way to do it. We may well find it tonight. I think it would help the downtown a great deal and it would be wonderful to have business in the downtown.

On the comment side, I'm not quite sure how we accommodate both our unbelievably successful Farmers' Market and a restaurant at the same time on a Saturday. I think we need to put some thought in that. I don't know what's happening, but the level of traffic there -- just throwing that one in the hopper.

Chairperson Speranza: My only comment with respect to that is, we don't know what happens with the Farmers' Market from year to year. I realize that it's an issue. If it's an issue for an hour a day on a Saturday, I don't know.

Boardmember Cameron: Landowners come first. It may be one of our rules. One man, one vote -- but landowners come first.

On the lease, I think the idea of saying that they need to have a lease -- and we might give them some flexibility that they could have another facility they lease because I'm not sure if Chase is going to last forever -- it may be hard for them to do the financing unless they can get Chase to give them a longer lease. Because banks don't usually like to lend money when the place can't open up. It's three years because they won't be finished with this renovation until at least June of this coming year. And, I hate to say, it's only three years from then until 2012, June 30th -- at least by my calculation. But that, I think, is their issue and not ours.

I would like to put the provisions in about having the lease and having it available to them. Picking up on a comment made a few minutes ago, I think we should say that they can't start the banquet facility until 30 minutes after they get the lot available to them. I'm still a little bit concerned about the parking overall because it makes you nervous. Here you have a facility that hasn't had any . . . I've only been here 28 years, and I don't really remember it being very crowded at any particular point in time. On the other hand, I'd love to have it . . . if we grandfather it, we have two levels of grandfather. One is to grandfather and say, "Okay, they used to have a certain level and they want to have the same level. But in fact, as you know, the test is a dual test. And when you test it by space, they're 17 spaces short. So that's another thing in the hopper. Unless we give them a waiver and allow them to go by the table measurement rather than the square footage measurement -- it's right on this chart right here -- they're 17 spaces short.

I did pick up on one thing as a possible solution to that, from my perspective. We do have their employees, there's quite a few of their employees. I did hear from a resident of Maple Avenue that please, please can you just say that somebody can't park on Maple Avenue. Maybe we have the restaurant agree to find a place to put their employees and not on Maple Avenue. That won't quite get to 17. It will when there's a banquet facility, and maybe that works to get, from my personal perspective, within the tests that we have here on grandfathering.

I guess that's about all the comments I have, except for the one on the police monitoring it. I would like us, although they'll pay for it, to be in charge of having the police monitor it. I think we need to have them back in again if it does get backed up in the street. Even though I'm less worried about that than many people, I just think we should keep that within our control.

Chairperson Speranza: And that was the Safety Council.

Boardmember Cameron: But they didn't say who was going to do it and how long it would last and who would have the ability to put it back in again. I just think we should keep it within our control.

Chairperson Speranza: You mean should it be determined that it's not a problem -- and then it becomes a problem -- to institute it?

Boardmember Cameron: The police are supposed to monitor it. Then you look at it for a few weeks -- the restaurant's new, nothing's really happening: "Thank you very much, police don't need to be here anymore," says the owner of the restaurant. Which I'm sure I would do, too, because who wants to pay a policeman. Four or five months later, as the restaurant builds up speed, we have a problem. We should be able to say, well, we want the police to go back in there and monitor it at your cost.

Boardmember Alligood: I guess I do have a question that I didn't have the last time. And it's for our counsel, Marianne. I just want clarification on . . . essentially this approval hinges on us granting -- well, recommending -- a waiver of the parking requirements, whether it's for the restaurant or the catering. It's not meeting code as it is here, so we can recommend that we waive the requirements and then the Zoning Board of Appeals would vote on that. But what I see, in our schedule of off-street parking requirements in our code, it says in section D that "*the Zoning Board of Appeals may, without . . .*

Village Attorney Stecich: What?

Boardmember Alligood: Okay, I'm on section 295-36, which is the schedule of off-street parking requirements.

Village Attorney Stecich: Okay, I'm there now. You didn't give a section before.

Boardmember Alligood: I'm sorry. "*Upon recommendation of the Planning Board, and in order to preserve the historical or aesthetic character of the lot or the surrounding neighborhood, the Zoning Board of Appeals may, without a showing of practical difficulties*

or unnecessary hardship, reduce by not more than 30% the number of off-street parking spaces required by this chapter.”

I want to understand what that means. I don't want to recommend something that actually isn't possible. As per the plans submitted here, the required off-street parking total number is 125.

Village Attorney Stecich: I think everybody's been a little confused on how the parking . . . we're calling it grandfathering, but that is a generic description.

Boardmember Alligood: But that's not in the code.

Village Attorney Stecich: Yes, it is. Go to section 295-24. It's kind of hard to work through, but I may as well walk through it so the Board is comfortable. It'll take a couple of minutes. Go to 295-24(A): *“Buildings, structures, and land uses in existence”* -- which this is -- *“for which building permits have been approved shall not be subject to the parking or loading space requirements set forth in this chapter”*

Boardmember Alligood: Unless there's an increase in size. Right?

Village Attorney Stecich: The next sentence isn't really relevant. It just says you can't reduce them. *“Required parking and loading facilities for the existing portion of such uses shall, however, be provided at the time of any enlargement of such existing buildings, structures, or uses in the future unless said building is in the CC district.”*

So that requirement, if you're expanding it -- they have to provide it for all of it -- doesn't apply to a building in the CC district. So it says instead you have to look at the provisions of this section.

And then you go to the same section, (B)(2), because (1) deals with properties of under 2,500 square feet. Then (2) says: *“The Planning Board may reduce or waive the requirements for off-street parking and loading set forth in this chapter, or it determines that a change of use or expansion of use within an existing building occupying more than 2,500 square feet in the CC district won't generate a significant increase in parking demand.”*

So that's the section you're operating under.

Boardmember Alligood: So that's the standard. We have to feel comfortable that this will not generate a significant increase in parking demand.

Village Attorney Stecich: Exactly. I could have just gone to that section, but you have to realize how you got there.

And the section you were reading from, Eva, would be if somebody came in with a new building and they're providing the parking -- and then they could reduce it 30%. But for existing buildings, this governs.

Boardmember Alligood: Okay. But we have to be comfortable it will not generate a significant increase in parking demand.

Village Attorney Stecich: Right.

Boardmember Alligood: It's going to generate a significant increase in parking, absolutely. There's just no question, when you look at previous use. So what we have to do is consider whether we think that won't interfere with the safety and well-being of the community.

Boardmember Cameron: It's a little trickier than that, actually. The only thing you're supposed to look at is the expansion of use. See, that's the tricky part of it. I understand the entire building would fail the test, but it's only the expansion of the use.

Boardmember Logan: And isn't there also somewhat implicit, when you talk about the increase in parking demand, really the increasing demand that parking on the streets . . . I mean, if the demand is addressed with a dedicated lot, that shouldn't be considered part of it.

Boardmember Alligood: But that's the key. I'm actually just trying to understand the overall parking waivers. I guess I'll just give my comments because I've given them before and still feel the same way, which is that I think that the benefit to the town, having that building restored and having a business back in the center -- right there on one of our most significant corners -- is huge. And I do think that there's something to be said for one restaurant becoming a destination and other restaurants becoming more vibrant and more trafficked.

I have other concerns which haven't been addressed. I'm still very concerned about the amount of traffic that's going to be generated. I actually don't think putting in two loading areas solves the problem of that becoming a bottleneck there. But probably I could be comfortable with the benefits of the restaurant. The catering facility, to me, just really pushes it over the edge in terms of the negative impact on our Village. It's just too much for that part of that town that does not have its own dedicated, private lot. I mean, this is an agreement that's very tentative -- we raised some of the issues -- and I think it's a lot of risk on our part to approve something that -- even if we said it would be on the restaurant owners to come up with some other solution in the future -- I think in practice what happens is, once you have a thriving business it's very hard to tell them to just shut down. I think that's something that puts the Village in a very uncomfortable position enforcing that rule. And I do think the lease situation is pretty tentative in terms of the length of it and the terms of it. I don't see enough assurance that that would be there in place for the duration of this business.

So that's my feeling about it. I can live with the restaurant, I support the restaurant, I hope it happens. The catering is just too much for that.

Chairperson Speranza: And what if there were to be a condition that if there's no parking lot that the catering facility shuts down?

Boardmember Alligood: I understand that's a possibility, but I'm not comfortable. Because as I just said, I think once the business is up and running it's very hard to then

enforce, overnight, "You have to close down." I see that as an enforcement issue. And I base that on just looking at other agreements that we have entered into, understandings that we've had with other businesses, that then generate traffic issues or parking issues. It's very hard to iron them out once they're there.

Boardmember Wertz: I'm concerned, as others have expressed, about the downtown. We've had a lot of loss of anchor stores recently. I think the Hastings House vacancy has really hurt our Village, and continues to. I think the project is great in terms of its restoration of the building and it's historic character -- really great. The restaurant, too, I think will help our Village in terms of business and just general vitality.

I guess my main concern does have to do with the catering business and the handling of parking. But I'm impressed by the efforts that have been made on the part of the owner to craft an arrangement where, really, the needed parking for the banquet facility will be provided. So my main concern centers on the lease agreement. I would be more comfortable with that if Devlin had the right to renew that lease term so that this agreement looked like we have a solid 12, 15 years of assurance of parking for the banquet.

But that doesn't address all the issues. I think the second issue there has to do with the need for this lease to be binding on assigned successors. I'm not going to pass any judgment on how difficult either of those provisions would be to get. That's the problem of the owner. But I would like to see something like that in place. The second issue, if it's difficult -- getting the binding on assigned successors -- maybe can be handled, and the whole issue can be handled as we've been talking about, by some provision in the acceptance of the proposal that says the banquet can only operate as long as the parking is available.

I don't know so much about enforcement, but I think if that's solid, and we're assured that that agreement will hold up in time, I don't have any reason to doubt the viability and feasibility of that kind of arrangement. So I'd like to see something like that. I think if so, I'd be very receptive to this project.

Boardmember Logan: I agree with what Fred's just said here. I don't think we can micromanage the lease agreement with Chase. It's out of our control. The assignment to successors, we can't control. Whether they'll give us a 10-year lease, we can't control. It's not really, I don't think, our problem if we put in place the contingency of the parking being available in that lot for the banquet facility to be in operation. I think we can put a very clear clause in there. I think that would potentially address enforcement issues. I think if there's some doubt about enforcement we ought to give them the benefit of the doubt at this point, and let's try to jump start this Village with some vitality on this corner. I think we have to err on the side of the living, and the life of the Village.

You know, I come back from the train station every day, and have for the last 20-something years. The traffic happens in pulses. You know, okay, you have a couple people backed up at the light, and then it goes and it starts up again. I think the flow can handle to some extent. We have a valet service there. I think the parking issue can be managed. I think even the cars bring life to the Village, having the presence of cars. It's not always an impediment. So if a couple of people are backed up for a minute or so, I think that's not a problem. I think that actually contributes to the vitality of the Village.

So I think we should really give this thing a chance, but put strong language in the condition that the lease agreement has to be in effect for the banquet facility to operate.

Boardmember Dale: I agree entirely with what Bill and Fred have said. I think the project is crucial to the health of the Village. I think we have witnessed a number of stores close. I think the downtown area of Hastings is under serious threat, in effect, of becoming a ghost town. We talk about creating the density necessary to maintain an economic activity that generates tax money and brings people to the Village so you, in effect, have a vital economy that would sustain the Village. This is a crucial building in a crucial area. They're prepared to renovate it to historic standards. It's something that the Village should be proud to have.

I think the issue of parking for the restaurant itself . . . I don't see that as being a problem. I think this Village could sustain a greater number of additional stores and restaurants than it has now. The amount of activity taking place is nowhere near its maximum, and to have a restaurant that can bring activity to the Village during the evening would be crucial to restoring life to the Village.

The lease issue on Chase, I agree completely. Chase has maintained all of their options to themselves. If they choose to sell the property they have no obligation to the restaurant beyond the three years. The clause that we would put in that the banquet hall is conditional upon having that space available makes perfect sense. If that lease is available and the parking lot is available, they meet zoning on that so they've complied. If they don't have the parking lot, then they no longer meet zoning and we have more than adequate legal grounds to close the banquet hall. The owners appear to be willing to comply with that.

The Safety Council has approved it. Our planning consultant who looked at the traffic issue, said they've met all the conditions that they have suggested. So at this point we have no basis other than hearsay that there's going to be a problem greater than what the experts feel is the case. I think they've met almost all the suggestions the Planning Board itself has made to them. They have been extraordinarily patient. Two years to have a restaurant approved seems to me an exorbitant amount of time wasted with lost income to the owner of the restaurant, since they can't actually use the space.

I would highly recommend that we approve this project, with the condition that if they don't have the parking lot then they can't have the banquet. What we've been hearing is a much more limited use both of the banquet hall and the restaurant than were imagined. I think you can't plan to the absolute maximum use of this space, and say that if you can't meet that criteria you can't have your facility. I just think that would be foolish, a bad thing, for the Village in general.

Boardmember Dandridge: I first want to address our residents on Maple Avenue because I'm clearly very sensitive and understanding of the issues that have been expressed and also mentioned in emails on this regard. I would hope that as we move forward through this process hopefully we can arrive at some degree of precedent or practice that is, to some degree, fair and respectful of those homeowners and residents there so that they're not displaced by what is really very much a compelling need to revitalize our downtown core. There's a balancing act that we need to look at, at every step. And if this restaurant and potential banquet facility end up being wildly successful and end up being an anchor, I don't want us to be victims of our own success, where we have more residents from Maple coming. That's the balance there.

I look at this and want to go in and make sure that all of us do this with our eyes wide open. I've read everything and I've heard comments, and I just want to be candid: is this going to cause some disruption regarding parking and the flow of traffic during business hours in the evening? Absolutely. And we ought not kid ourselves that it's not going to be a problem. Is it unreasonably challenging? I don't believe so. I think we have parking problems right now. There are times when we have congestion related to trains. So it's a fact of life of how our town is configured. It's not going to get any better -- it's only going to get worse. But it seems to me that it's a reasonable tradeoff if we can actually do some solid economic development that will serve as an anchor, and in fact a magnet, for other establishments.

A lot has already been said about the lease issue that needs to be addressed with Chase. If the petitioner's willing to take on that risk I think that's not something for us to comment on. Is this an optimal plan? No, by no means. But is it reasonable? It certainly is reasonable. I can always be open-minded when we're talking about Porterhouse and ribeye steaks. Humor aside, I think there are some compelling reasons why we need to do this, but be very thoughtful to the residents who are going to immediately be most impacted by it.

Chairperson Speranza: I'm going to agree with many of the things that have been said here tonight. Walking through downtown as the train lets out, and you're walking up Spring Street to Veterans Way, it does . . . as you mentioned, Bill, the traffic comes in a pulse and five minutes later there's nothing. So I'm not concerned about the loading areas being designated on Spring Street because I know people are using it now as a loading area. And I agree wholeheartedly, we need to do something downtown.

And people find places to park. I mean, Tarrytown was mentioned. I'm frequently in Tarrytown, and people don't not go to a show at the Tarrytown music hall because they have to walk an extra block than they normally would want to. I think maybe people will walk more and walk further, and this will be worthwhile and will help to make the downtown a more worthwhile place.

Now let me ask, I'm sensing that we might be ready for a vote. And I'm wondering, first of all, about the site plan. We know the site plan as shown, particularly with respect to the parking area, there may be one parking space that cannot be there.

Boardmember Dale: That's an issue.

Chairperson Speranza: So I'm just wondering, in terms of approving a site plan subject to modifications we know would have to be made.

Village Attorney Stecich: Just two things. Number one, don't forget you have to do the EAF.

Chairperson Speranza: Yes. I just want to see if we're at that position.

Village Attorney Stecich: But the other thing is, I've been jotting down the conditions. This needs to be a really carefully-worded resolution so that a building inspector six years down can read it. There are a lot of things that have to be thought out. I've got them down.

I also, though, would want to read through Christina's letter again and make sure that everything in there is included in the conditions. I think it might be a little bit better if it were put off until the next meeting so that you have all the conditions agreed on by everybody -- the wording of the conditions -- and then you'd have the revised site plan. Alternatively, I could go through the conditions that I've identified tonight. They won't be worded particularly artfully, but I'll make sure I've got everything. You can pick up everything, and you can pass it, and then we'll just have a better in-writing thing than the actual resolution. You could do it whichever way you want to. I would feel comfortable either way.

Boardmember Logan: I suggest . . . we're focused on this, we've got the discussion, I think in my mind it's very clear. Let's try to work this out tonight.

Chairperson Speranza: We have the EAF which, for the folks watching at home, is the full Environmental Assessment Form that has to be completed for this. My recollection is there is a lot of project information that's included in here with respect to the site description. The property is less than one acre. What I don't see, Marianne, is the boxes where we make our determination.

Village Attorney Stecich: There's no part two. This is just the part one.

Chairperson Speranza: Part two is where we go through a number of different categories and determine whether or not we feel there is an impact.

Village Attorney Stecich: You know what? If I could go through the conditions and, Angie, if you could go get a part two off the computer . . . do you have a part two available?

Village Planner Witkowski: I do.

Village Attorney Stecich: Just get any part two. It doesn't have to be a clean one. Then we can just go through it. We'll answer the questions, and then we'll fill it in later. Because part two's actually our document. It's usually provided by the applicant, but it's our document. I'll just fill it in.

Chairperson Speranza: It's something that's completed by us, in any case.

Village Attorney Stecich: Just pull one out, and we can go through that. Then while Angie's doing that, I could go through the list of conditions. You might want to modify them. Okay? These are in no order. I just jotted them.

The resolution would be to approve the site plan, and it's got to be modified to show the dumpster. One condition would be that there has to be some kind of agreement for the parking spaces or an alternative agreement for the required number of parking spaces.

A second condition would have to be that if the bank, or whoever has the parking facility, changes the hours, so does the banquet hall have to change its hours. So it doesn't begin operation until half an hour after the bank closes.

Boardmember Cameron: A half-hour after the parking lot's made available to them.

Village Attorney Stecich: That's a good way of putting it: "after parking lot is available."

It has to be conditional on the valet plan described. Is the valet plan described in Christina's letter? Is it described in writing someplace?

Chairperson Speranza: It says the 30 self-parking spaces.

Village Attorney Stecich: What I would want, we'll just say that valets be provided as explained at the meeting tonight. Then I'll spell it out.

Boardmember Dale: Or an acceptable valet plan, to be approved separately.

Village Attorney Stecich: Well, we want to approve it tonight so it should be the valet plan as explained.

Boardmember Logan: We heard a description of the valet plan in some detail. It's on the record. That's the one we should use.

Village Attorney Stecich: No, it's not enough. It's got to be a written condition in the resolution of approval.

Boardmember Logan: No, I'm saying it's a written condition -- the description of the valet plan.

Boardmember Dale: You're approving that plan.

Village Attorney Stecich: So that would be the condition. Okay. That's what I mean. The wording isn't going to be precise, but the conditions are precise on this. That the letter to people who will be at the banquet facility has to be rewritten to require that banquet users use the valet parking, and there also has to be a condition that the valet parking be free.

This is repetitive: functions have to start after . . . I think we should make a condition on the restaurant hours. That should be a condition. And if I have it right, what you said tonight was it'll open 5 o'clock for dinner -- during the week it'll open 5 o'clock for dinner. I guess that's all days. There may be functions during the week, during the day.

Boardmember Cameron: No.

Village Attorney Stecich: I thought that's what you said. So Monday to Friday it's not going to open until 5 o'clock.

Boardmember Cameron: That's the restaurant.

Boardmember Logan: Do you really want to box yourself in that much?

Boardmember Wertz: Sure you don't want to do lunch?

Boardmember Dale: I don't see why we need to restrict it.

Village Attorney Stecich: Because we need some agreement on hours, and that's what they represented.

Boardmember Cameron: This came out of the parking study.

Chairperson Speranza: As far as when they were spaced.

Boardmember Cameron: They can always come back to us and ask us for relief, you know, if they're doing really well four years, five years from now.

Village Attorney Stecich: Right. And you'll have experience with the parking and the traffic situation to size it up.

Mr. Walter: I was under the understanding that this project wouldn't even go forward if we thought about lunch, from you guys.

Chairperson Speranza: That's right. We encouraged you to say dinner only, at least to start.

Boardmember Logan: Well, let's start with that.

Village Attorney Stecich: They can always come in to modify the condition. And the other functions are a half-hour after.

There has to be a requirement that the employees of the restaurant park at the Zinsser lot after 6 o'clock, and prior to that they can't park on Maple Avenue.

Boardmember Cameron: And all day Saturday and Sunday they have to park in Zinsser, not just after 6 o'clock.

Boardmember Alligood: How is that enforceable?

Chairperson Speranza: That's what I was going to say. There are metered spaces.

Boardmember Cameron: I would put it in, and I would suggest that the management is required to enforce it with their employees.

Boardmember Logan: I agree.

Village Attorney Stecich: And what happens if you find they're not doing it?

Boardmember Cameron: In point four of the Keough memo he has valet people going down the hill and parking. They just turn their keys over to management when they come in, they take them down the hill and park them.

Village Attorney Stecich: It can work. I represent the guy who owns the Starbucks in Ardsley, and you're not supposed to have employee parking there. When I go there and I know the employees are parking there, I tell him. And then he talks to them and then they don't park there. But if it's not a rule, you can't do that.

Boardmember Logan: I think maybe the condition should be addressed to the management here. That the management is required to enforce employee parking in the Zinsser lot.

Village Attorney Stecich: I don't know how long, but you said you wanted police monitoring. I'm assuming that was just while the functions run.

Chairperson Speranza: Yes, the Safety Council had recommended it. And I think Jamie makes a really good point that we can bring that back into being as conditions change, at the discretion of the police.

Village Attorney Stecich: That's a separate condition. I was going to say that you keep this open for continuing site plan review. You can keep a site plan open for continuing site plan review if any parking issue comes up; if parking or traffic circulation issues come up.

Chairperson Speranza: Really?

Village Attorney Stecich: Sure.

Chairperson Speranza: I didn't know you could do that.

Village Attorney Stecich: Mount Kisco did that all the time on ones that were tricky.

Chairperson Speranza: Through the life of the . . .

Village Attorney Stecich: And I did see them call them in when there were problems.

Chairperson Speranza: That's interesting. I never heard that.

Village Attorney Stecich: They had to do that . . . remember the big . . . where the outlet center used to be in Mount Kisco, and then it turned into some giant big box, I forget which one. That's how they dealt with the parking there.

Now, how long did you want this police monitoring for? . . . did they recommend a certain period of time?

Boardmember Cameron: No. That's the problem. You could start out monitoring something like this -- and I hope the restaurant does very, very well -- but the first three or four or five months it won't do that well and you won't have a lot of good experience to figure it out. You want to be able to bring people back at a later date to take a look at it.

Village Attorney Stecich: We could say police monitoring if the Village determines it's necessary.

Boardmember Wertz: Yes, that's it.

Boardmember Cameron: Right. And then the other one which I think we discussed is that while the parking lot is for the catering, the parking lot while they have control of it will be made available to customers of the restaurant. Not having a catered event in the evening,

they'll make sure the lot's open and available to their customers just to get them off our streets. It'll help us.

Chairperson Speranza: I think that's what's intended in what we have.

Boardmember Cameron: That's what you wanted.

Boardmember Dale: And Paul made the point that if they're not using it for the restaurant it's open to the public at large.

Mr. Walter: There's no way I'm going to put a person out there and say, "Here, get your thing stamped at the restaurant otherwise we're going to tow you." It's not enforceable. So it's basically open, and we just tell our guests.

Boardmember Cameron: You might get a sign -- I mean, I don't know, you guys can figure this out -- on a post that says "Parking For" -- get a little advertising -- "The Restaurant." It just sits there.

Village Attorney Stecich: I think I got them all. I'm assuming you don't want closing hours -- just the opening hours. I think those are all of them.

Boardmember Logan: We're up to seven already.

Village Attorney Stecich: No, there's 12 actually.

Chairperson Speranza: And the recommendations of the Safety Council be adhered to.

Village Attorney Stecich: So incorporate Safety Council recommendations. Okay. Can anybody think of any others? Then when you vote -- it just occurred to me -- besides the site plan, you're voting to waive the loading requirements and the parking requirements under that section. Because the loading spaces are smaller, and the loading space is in a different spot than the code requires. The code says it has to be in your front or rear yard or in an adjacent driveway, which it's not. But you do have the authority to waive that.

Boardmember Logan: So you're just going to write all these down and recite it, and we'll agree? We'll vote on what you have?

Village Attorney Stecich: I just did. Do you want me to go through them again?

Chairperson Speranza: I think Bill's afraid we're going to have to do a motion.

Village Attorney Stecich: Then you have to remember them all.

Boardmember Cameron: I've got them written down. I could do it. Do you want this letter to their guests? I think you've got that, actually.

Boardmember Dale: Did you mention that they should require they park in the lot?

Boardmember Cameron: We did that.

Village Attorney Stecich: So you just pass the motion subject to the conditions that were recited by me, once Angie comes back with part two.

Boardmember Logan: Do we have to do the EAF before we do this?

Village Attorney Stecich: You have to do that first. You have to go through it first.

Chairperson Speranza: In the EAF, it's noted that there's a zoning variance required for parking?

Village Attorney Stecich: I don't think so.

Boardmember Dale: That was the prior submission.

Chairperson Speranza: Marianne, there's no zoning variance for parking. I'm just looking through this Building Department approval.

Boardmember Cameron: There is a variance that they're 17 seats short because of applying the space.

Boardmember Dale: Because they requested that we do it by tables. So if we agree that we're going to measure it by tables, then you have to do a variance. So we should state what tests we're using.

Boardmember Cameron: And to the extent that you have to give them a waiver on it.

Chairperson Speranza: Right. It's the waiver, not the variance. Why don't we go through this, since we have the time.

Village Technology Director Zaratzian: Also on the Web site, the latest Chase is open is until 6 o'clock.

Chairperson Speranza: That's the part two. We'll just go through the impacts. For those of you watching at home, "Project Impacts and Their Magnitude": this is a actual analysis of the information that we've given, and the plan before us. We got through to identify what the impacts would be under the state Environmental Quality Review Act. I'll run through these, and tell me if you disagree.

Boardmember Alligood: So you're on part two already?

Chairperson Speranza: You want to finish going through the description?

Boardmember Alligood: Part one, I have a comment. Two, actually, just for the record. This one is a question, under 19 -- "*Will the project produce odors more than one hour per day?*" -- and it's a restaurant. How can we say no? It's on page seven.

Chairperson Speranza: I don't have page seven.

Boardmember Dandridge: This is in section one, yes.

Boardmember Alligood: My question is, do we go over it? I have two comments on part one.

Boardmember Logan: It's in there, Patty. It's just out of sequence.

Boardmember Alligood: And then the other one, number 12: "*Will the proposed action result in the generation of traffic significantly above present levels?*" Yes. I mean, how can you say no.

Chairperson Speranza: I guess it depends on how you describe "significant." Do we change this? You know what? We're doing this through the impact. This has been submitted by them; we can address that through our part two analysis.

Impact on Land: "*Will the proposed action result in a physical change to the project site?*" I guess you have to say yes to almost everything.

Village Attorney Stecich: I think a better way to say it is, will there be any negative impacts resulting. That's how you're going to determine it.

Chairperson Speranza: Well, look at the what the examples are.

Village Attorney Stecich: I know. You can take forever going through it.

Boardmember Dale: The building's there. They're not changing the site.

Chairperson Speranza: *"Will there be an effect to any unique or unusual land forms found on the site?"* No.

"Will the proposed action affect any water body designated as protected?" No.

"Will the proposed action affect any non-protected existing, or new, body of water?" No.

"Will the proposed action affect surface or groundwater quality or quantity?" No.

"Will the proposed action alter drainage flows or patterns, or surface water or runoff?" No.

"Will the proposed action affect air quality?" No.

"Impact on plants and animals: will the proposed action affect any threatened or endangered species?" No.

Boardmember Cameron: How about one of the people who used to drink at the bar?

Chairperson Speranza: But it's closed.

Boardmember Dale: And I do understand it's a steakhouse.

Chairperson Speranza: The next questions is: *"Will the proposed action substantially affect non-threatened or non-endangered species?"*

Boardmember Cameron: No.

Chairperson Speranza: *"Will the proposed action affect agricultural land resources?"* No.

"Will the proposed action affect aesthetic resources?"

Boardmember Dale: Positively.

Chairperson Speranza: No. *"Will the proposed action impact any site or structure of historic, prehistoric, or paleontological importance?"*

Village Attorney Stecich: Only positive. Right?

Boardmember Dale: Only positively.

Chairperson Speranza: *"Will the proposed action affect the quantity or quality of existing or future open spaces or recreational opportunities?"* No.

"Will the proposed action impact the exceptional or unique characteristics of a critical environmental area?" No.

"Will there be an effect to existing transportation systems?" No.

“Will the proposed action affect the community’s sources of fuel or energy supply?” No.

“Will there be objectionable odors, noise, or vibration as a result of the proposed action?”
Objectionable odors, noise, or vibration.

Boardmember Logan: It should be just the opposite of that.

Boardmember Cameron: How much garlic can you take?

Chairperson Speranza: *“Will the proposed action affect public health and safety?”* No.

“Will the proposed action affect the character of the existing community?”

Boardmember Dale: Positively.

Boardmember Logan: Positively.

Boardmember Alligood: See, the questions should be, really, negative.

Village Attorney Stecich: I know. They’re not worded that well.

Chairperson Speranza: Again, when you look at the specific examples they’re all noting that it would be negative.

Village Attorney Stecich: Twenty, which is always answered “yes” in Hastings.

Chairperson Speranza: *Twenty: “Is there likely to be public controversy related to potential adverse environmental impact?”*

Village Attorney Stecich: Controversy, Hastings -- yes.

Boardmember Cameron: There will be a big stink.

Chairperson Speranza: Now, that said, we need a motion. Whoever volunteers gets the easy one. We need a motion to adopt findings for SEQRA -- issue a negative declaration on this project.

On MOTION of Boardmember Dale, SECONDED by Boardmember Wertz with a voice vote of all in favor, the Board resolved to adopt findings for SEQRA -- issue a negative declaration for 555 Warburton Avenue project.

Chairperson Speranza: Now we need a motion to approve the application for the renovations to 555 Warburton Avenue, based on the site plan before us, subject to modifications which have been identified and called out earlier tonight with respect to both the physical site plan before us as well as operating characteristics of the restaurant as expressed.

Boardmember Cameron: Conditions for the operation.

Chairperson Speranza: Right. Subject to the conditions for the operation.

On MOTION of Boardmember Wertz, SECONDED by Boardmember Dale (without a voice vote of all in favor), the Board resolved to approve the application for the renovations to 555 Warburton Avenue, based on the site plan before us, subject to modifications which have been identified earlier tonight by Marianne with respect to both the physical site plan before us subject to the conditions for the operation of the restaurant as expressed, including the required waivers for parking and loading.

ROLL CALL VOTE	AYE	NAY
Boardmember Logan	X	
Boardmember Cameron	X	
Boardmember Wertz	X	
Boardmember Dale	X	
Boardmember Allgood		X
Boardmember Dandridge	X	
Boardmember Barr	X	
Chairperson Speranza	X	

Village Attorney Stecich: I'm sorry, you should modify it to say "*including the required waivers for parking and loading.*"

Boardmember Logan: The previously-expressed list of conditions that Marianne . . .

Chairperson Speranza: Right. And specifically the action would include the waivers for parking.

Boardmember Cameron: It should be conditions for the continued operation, too.

Village Attorney Stecich: Subject to those conditions.

Boardmember Cameron: You write them. I'm sure they'll be great.

Village Attorney Stecich: I'll write them up, but there was an understanding of them.

Ms. Griffin: Thank you so much.

Mr. Walter: To address two issues, we had such a hard time with Chase I looked into using the Zinsser lot -- after 6 or, technically, after 7 and on the weekends -- using a shuttle service.

Chairperson Speranza: Great.

Mr. Walter: So that -- in case Chase doesn't come three years down the line -- would be a possibility.

The second thing I extensively talked with Christina about is -- on a regular basis, using other than from probably mid-June to the end of August, for all employees of businesses in Hastings -- to use the Zinsser parking lot; not the commuter parking lot -- requiring all the employees . . . like I would get a little steakhouse sticker and make them put it on the back. And they would have parked in the Zinsser Park way up on top, underneath the baseball field. So that is something that could probably benefit the Village by moving all these

employees, during the day, to park in this area -- including Maple Avenue and everything -- and they get a sticker to put on their car by their bosses. Because, like you said, it's up to management to enforce these kinds of things. Same thing would be for the girl who comes in to work for the nail salon. If she's driving into town and taking up one of those parking spaces, and running out and putting a quarter in every two hours or whatever it is, it's a parking space that you guys don't have for visitors.

So it's something that we would like, as the project goes forward, to look into. I understand that during the summer you can't use it.

Chairperson Speranza: We have had so many parking studies done of our downtown, and the recurring theme is there is quite a bit of turnover. People should park appropriately. Employees should park further away from their business and allow the turnover to happen. There has never -- and Bill, you're on longer than me -- been a study which said there's a parking problem in our community. Because there are so many spaces. People have to walk and leave the spaces for those who really need to be close to the business establishments. You know, we heard from the business community. They're welcoming to this kind of establishment. They're afraid of the parking. So I'm sure you will also be a good neighbor, new member of the community, and make sure that you're employees live up to that part of the bargain, too. Because we do want it to be vibrant.

Mr. Walter: Yes, absolutely. And as BFJ has expressed, if I have 25 on a Saturday night there won't be 25 cars coming into town. That just doesn't happen. And I'm hoping to draw from the kids in the area, and they're going to get dropped off and picked up. Maybe not the bartender-type guy, but the busboys and that kind of stuff.

Chairperson Speranza: Hopefully they'll walk.

Boardmember Logan: Just one quick suggestion for your menu. I suggest you put "fresh local venison" on the menu.

Boardmember Cameron: We can tell you where to get them, too.

Chairperson Speranza: Other business? Are we done this evening?

Boardmember Cameron: There's nothing else on the agenda.

V. Discussion

1. Regular Meeting Schedule for 2009: Third Thursday of each month

Chairperson Speranza: We need to approve our calendar. I'm sorry. We've never done this before. This is our regular meeting schedule.

Boardmember Cameron: It's already in my calendar, by doing third Thursday in the month.

Chairperson Speranza: Calendar's approved for next year, as included on the agenda.

Boardmember Cameron: We can do this next time, but we were going to put together a list of environmental things that we wanted to do.

Boardmember Dale: We were going to do a work session.

Chairperson Speranza: We're due this summery. Angie's putting together all of that information because that was one of the first things.

Boardmember Cameron: I have several more.

On MOTION of Boardmember Dandridge, SECONDED by Boardmember Wertz with a voice vote of all in favor, the Board resolved to approve the meeting dates for 2009.

January 15, 2009	May 21, 2009	September 17, 2009
February 19, 2009	June 18, 2009	October 15, 2009
March 19, 2009	July 16, 2009	November 19, 2009
April 16, 2009	August 20, 2009	December 17, 2009

VI. Adjournment

On MOTION of Boardmember Logan, SECONDED by Boardmember Cameron with a voice vote of all in favor, Chairperson Speranza adjourned the Regular Meeting at 11 p.m.