

-----X

VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES MEETING  
TARRYTOWN VILLAGE HALL  
MARCH 7, 2016  
8 O'CLOCK P.M.

MAYOR FIXELL  
ADMINISTRATOR BLAU  
VILLAGE ATTORNEY ZILANTIS  
TRUSTEE BUTLER  
TRUSTEE HOYT  
TRUSTEE McGEE  
DEPUTY MAYOR BASHER  
TRUSTEE McGOVERN  
TRUSTEE ZOLLO  
TREASURER HART  
VILLAGE CLERK BOOTH

-----X

## PROCEEDINGS

1  
2           MAYOR FIXELL: Our first item  
3 in the Public Hearing -- Eminent domain  
4 on the portion of the parking lot at 2  
5 South Broadway. I will give notice, and  
6 then we'll open up.

7           Please take notice that the  
8 Village Board of the Village of  
9 Tarrytown shall hold a public hearing on  
10 March 7, 2016, at 8 p.m. in the Village  
11 Hall, One Depot Plaza, Tarrytown, New  
12 York, to inform the public and to review  
13 the public use to be served, by the  
14 Village of Tarrytown inquiring, through  
15 the power of eminent domain, a portion  
16 of the property known as 2 South  
17 Broadway, Tarrytown, and designated on  
18 the Village Tax Assessment Map as Sheet  
19 1.8, Block 46, Lot 8, which property, if  
20 acquired by condemnation, is proposed to  
21 be utilized as 21 public parking spaces  
22 to be acquired in fee title, along with  
23 a non-exclusive easement, for access to  
24 and from such public parking spaces. At  
25 that hearing, alternatives, if any, will

## PROCEEDINGS

1  
2 be discussed, as well as the impact on  
3 the environment, if any, and impacts on  
4 residents, if any.

5 Please take further notice  
6 that those property owners who may  
7 subsequently wish to challenge  
8 condemnation of their property via  
9 judicial review may do so only on the  
10 basis of issues, facts, and objections  
11 raised at this hearing.

12 Anyone wishing to address this  
13 topic shall be heard at such public  
14 hearing or may submit their comments in  
15 writing on or before the time of the  
16 scheduled hearing, by submission to the  
17 Village Administrator, Village Hall, One  
18 Depot Plaza, Tarrytown, New York 10591.

19 ADMINISTRATOR BLAU: Mr.  
20 Mayor, Members of the Board, I did  
21 receive one e-mail today. That resident  
22 was going to try to make it tonight.

23 We should open the hearing.

24 All in favor, say Aye.

25 (Chorus of Ayes)

## PROCEEDINGS

1

2

ADMINISTRATOR BLAU: Mr.

3

Mayor, Members of the Board, I'd like to

4

give -- provide some information in

5

regards to parking in our downtown

6

commercial district. After I get done,

7

Chief Brown will also be discussing the

8

matter to provide some basic information

9

to -- for discussion purposes.

10

Parking in and around the

11

Village of Tarrytown downtown commercial

12

district has been an issue and continues

13

to be an issue for the Village, the

14

downtown merchants and the customers

15

served by the business in the downtown

16

commercial district. According to a

17

report prepared by Adler Consulting,

18

Traffic Engineering and Transportation

19

Planning entitled "Tarrytown CBD,

20

Traffic and Parking Study" dated

21

November 1998, he stated, "In evaluating

22

the current traffic and parking needs of

23

the village, the Village's central

24

business district, it is beneficial to

25

consider the genesis of current

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

conditions and what changes can be expected in the future. Tarrytown central business district is essentially a product of the 1890s, when many of the current buildings were constructed, which is coping with the traffic and parking demands of the 1990s. Obviously before they're talking about the 1990s. this is a 1998 report.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

When the bulk of the current downtown properties were developed, the automobile was almost unheard of, and citizens were in walking distance of their everyday needs. Travel over longer distance was typically centered around the railroads, which accommodates north and south travel, with a considerably smaller volume of horse and cart traffic to the east of the Village and ferry traffic west across the Hudson River. As a result, parking needs for the CBD were minimal, as was the volume of traffic, automobile or otherwise, placed on the Village's Streets.

## PROCEEDINGS

1  
2           Sine that time, the  
3           availability and affordability of the  
4           automobile has totally changed ed  
5           people's lives and the way they conduct  
6           their daily business.

7           The Sleepy Hollow Chamber of  
8           Commerce, we represents businesses in  
9           the Villages of Sleepy Hollow and  
10          Tarrytown, continues to convey the need  
11          for additional parking in the downtown  
12          commercial district. In a letter to  
13          Mayor Drew Fixell, dated May 4, 2006,  
14          the Chamber stated the parking issue has  
15          been a subject for discussion for many  
16          years. Although we appreciate the fact  
17          that some progress has been made with  
18          the purchase of the gas station on South  
19          Broadway, which provides 25 parking  
20          spaces, and the lease of Wachovia Bank  
21          -- and obviously that's where Citibank  
22          is now -- the lease of the Wachovia Bank  
23          parking lot to provide additional spaces  
24          when the bank is not open, additional  
25          attention is needed as we see this as

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

the number one obstacle for growing our businesses. In May 29, 2007, another letter to Mayor Fixell, the Tarrytown Merchants Council, which represents the downtown merchants and is part of the Sleepy Hollow Chamber of Commerce stated, "The Merchants Council asks the Board of Trustees review the following issue that concern them. Parking will always be number one. As the development of Tarrytown and Sleepy Hollow waterfronts start to materialize, it will be foolish to think it will not negatively impact our downtown business. With parking at a premium, it will be easier to drive to the waterfront if retail establish there offers parking and ease of doing business.

The Village has taken steps to address parking in the downtown commercial district. These actions include: Execution of a lease agreement in 1991 with the YMCA on Main Street, whereby the Village constructed a

## PROCEEDINGS

1

2

parking lot on YMCA-owned property.

3

One-half of the parking lot was

4

available for YMCA patrons, freeing up

5

on-street parking on Main Street. The

6

remaining one-half the parking lot was

7

available to the general public. Prior

8

to the construction of the parking lot,

9

YMCA had no parking for the facility and

10

used available on-street and off-street

11

parking lots in the downtown commercial

12

district. The lease was for a period of

13

25 years. The YMCA did not renew the

14

lease with the Village; however, the

15

availability of the additional parking

16

space strictly for YMCA patrons and

17

residents freed up on-street parking on

18

Main Street.

19

Also there was an execution of

20

a lease agreement with First Union Bank

21

in 1999 to utilize a portion of the bank

22

parking lot for municipal parking. It

23

went from First Union Bank to Wachovia

24

Bank to Wells Fargo Bank to Citibank.

25

The parking lot is located in central

## PROCEEDINGS

1  
2 business district. In 1999, there were  
3 18 parking spaces associate with the  
4 lease agreement. The lease agreement  
5 continued with future owners of the bank  
6 property. The lease with Citibank  
7 increased the number of parking spaces  
8 available for the general public as  
9 municipal parking to 21.

10 Construction of a new 25-car  
11 parking lot on South Broadway in 2002.  
12 The parking lot is located in downtown  
13 commercial district and costs \$591,694  
14 to create it. That was \$505,000 in  
15 acquisition costs for the land and  
16 \$86,694 in construction.

17 Construction of a new 24-car  
18 parking lot on South Washington Street  
19 in 2010. The parking lot is located in  
20 downtown commercial district and costs  
21 \$650,000 to create. \$500,000 in land  
22 acquisition cost \$150,000 in  
23 construction cost.

24 Execution of a lease agreement  
25 with the Junior League in 2011 utilized

## PROCEEDINGS

1  
2 15 parking spaces in their existing  
3 parking lot. The parking lot is located  
4 just outside of the downtown commercial  
5 district.

6 Reconstruction of the McKeel  
7 Avenue parking lot in 2012 that  
8 generated an additional three parking  
9 spaces in the downtown commercial  
10 district.

11 It is clear, based upon the  
12 summary of actions taken by the Village,  
13 that the Village has attempted to  
14 increase parking in the downtown  
15 commercial district. However, based on  
16 the ongoing discussions with the Chamber  
17 of Commerce and the Merchants Council,  
18 more parking needs to be made available,  
19 either through lease arrangements with  
20 existing buildings with parking lots or  
21 through the acquisition of land and  
22 construction of new Village owned  
23 parking lots.

24 In 1998 Adler Consulting Study  
25 measured parking demands in the downtown

## PROCEEDINGS

1  
2 commercial district based upon visual  
3 surveys at certain time periods. The  
4 study measured three time periods, which  
5 were weekday at noon, weekend evening  
6 without an event in the Music Hall and  
7 weekend evening with an event at the  
8 Music Hall. All of the streets referred  
9 to in this study, which I will be  
10 quoting, are located in the downtown  
11 commercial district.

12 The survey results in the  
13 report for the "weekday at noon" period  
14 noted that "...both projected demand and  
15 the survey demand equal or exceed the  
16 available capacity on Broadway at  
17 Central Avenue and Central Avenue and  
18 Main Street, between Broadway and and  
19 Kaldenberg Place, as well as Kaldenberg  
20 Place. The survey results in the report  
21 for the "weekend evening without an  
22 event at the Music Hall" noted that  
23 "...both projected demand and the  
24 surveyed demand equal or exceed the  
25 available capacity on Broadway from

## PROCEEDINGS

1  
2 Central Avenue to Main Street, on  
3 Central Avenue between Broadway and  
4 Kaldenberg Place, on Main Street from  
5 Broadway to White Street, as well as on  
6 Kaldenberg Place."

7           The report further stated for  
8 this time period, "...little or no  
9 parking is available in a four block  
10 square area centered on Main Street and  
11 Kaldenberg Place and John Street." The  
12 survey results in the report for the  
13 "weekend evening with an event at the  
14 Music Hall" noted, "...both the projected  
15 demand and the surveyed demand equal or  
16 exceed the available capacity on  
17 Broadway from McKeel Avenue to Elizabeth  
18 Street, on Central Avenue between  
19 Broadway and North Washington Street, on  
20 Main Street from Broadway to White  
21 Street, on Washington Street from  
22 Central Avenue to Franklin Street, as  
23 well as on Kaldenberg Place, John  
24 Street, West Elizabeth Street and the  
25 bottom of Neperan Road." The report

## PROCEEDINGS

1  
2 further stated that when the Music Hall  
3 holds an event that "...little or no  
4 parking is available in a six square  
5 block area centered on Main Street and  
6 Broadway..."

7 Adler Consulting completed a  
8 review, on behalf of Tarrytown, of a  
9 Draft Environmental Impact Statement  
10 issued in regards to the proposed  
11 Lighthouse Landing development in the  
12 Village of Sleepy Hollow. Adler  
13 reviewed the DEIS specifically related  
14 to the impact of the proposed  
15 development on traffic and parking in  
16 the Village of Tarrytown. In the report  
17 dated April 4, 2005, Adler Consulting  
18 noted that a review of the parking  
19 survey data provided in the DEIS  
20 revealed that 9 of the 10 block faces on  
21 Broadway, from College Avenue to  
22 Elizabeth Street, were effectively fully  
23 parked on the February Saturday Avenue  
24 that the survey was conducted and that a  
25 total of 98 percent of those spaces were

## PROCEEDINGS

1  
2 occupied. Furthermore, the two  
3 municipal lots in this area, which  
4 included the Citibank parking lot, were  
5 at 87 percent of capacity. This  
6 indicates the parking demand was  
7 approaching capacity this winter  
8 Saturday. It is our experience that  
9 demand is even greater in the spring,  
10 summer and fall. That was the statement  
11 made by Adler. The.

12 Adler Consulting report  
13 further stated that the DEIS indicates  
14 that there is no room for additional  
15 parking in the Village of Tarrytown's  
16 central business district on Saturdays  
17 and that conditions are not much better  
18 on the weekdays at lunchtime. One of  
19 the block spaces they were referring in  
20 the Adler review is located in the  
21 neighboring Village of Sleepy Hollow,  
22 but the remaining 9 block faces that  
23 they refer to in the report are located  
24 in Tarrytown. The downtown commercial  
25 District encompasses 7 of the block

## PROCEEDINGS

1  
2 faces referred in the report.

3           BFJ Planning was also  
4 contracted by the Village to assist in a  
5 review of the DEIS issued for the  
6 Lighthouse Landing. In an April 1, 2005  
7 memorandum to the Village, with a  
8 subject heading "Comments on Traffic  
9 Impact," Georges Jacquemart, principal  
10 of the firm and the transportation  
11 planner of BFJ stated, "The DEIS  
12 consultant recommends to mitigate some  
13 of the traffic impacts caused by the  
14 Lighthouse Landing project along Route 9  
15 by eliminating on-street parking at  
16 certain locations to create additional  
17 turn lanes at the key intersections.  
18 On-street parking is critical for the  
19 retail vitality of the village and  
20 should not be eliminated. There are  
21 currently parking shortages in the  
22 downtown that may worsen as a result the  
23 additional population in the Lighthouse  
24 Landing.

25           It is evidenced by both survey

## PROCEEDINGS

1  
2 information contained the 1998 report,  
3 the DEIS completed for Lighthouse  
4 Landing and reviewed by consultants  
5 hired by the village, as well as  
6 anecdotally by the Chamber of Commerce  
7 and the Merchants Council, that parking  
8 is a major issue throughout the downtown  
9 commercial district.

10 The feedback that has been  
11 received by the Village from the Chamber  
12 of Commerce, local merchants and  
13 residents concerning the loss of the 21  
14 parking spaces in the Citibank parking  
15 lot has been negative. The loss of any  
16 parking, let alone 21 parking spaces, is  
17 of concern and will impact the merchants  
18 in the downtown commercial district.

19 And that has been conveyed to the  
20 Village. In fact, the Merchants Council  
21 requested a meeting with the Village's  
22 Mayor and Administrator, which was held  
23 on January 26, 2016, to discuss the  
24 negative impact on the downtown  
25 commercial district from the loss of the

## PROCEEDINGS

1

2

21 parking spaces in the Citibank

3

parking lot.

4

I'd like to move over here

5

real quickly. Hopefully everyone can

6

see the screen that I'm referring to.

7

The area in green are the 21 parking

8

spaces that were subject to lease

9

agreement with Citibank. And these are

10

the parking spaces which are the subject

11

of the hearing tonight. These are the

12

parking spaces that the Village is

13

considering obtaining through eminent

14

domain.

15

The area in red that's marked

16

in red along here -- and you can't see

17

it on the screen, but it goes along

18

here -- is the area where the Village

19

would obtain an easement. It would be

20

shared with whomever purchases the

21

Citibank property, because this would

22

the access in and out of the parking

23

spaces. It would still provide access

24

to all of the other parking for both the

25

village spaces and all the other spaces.

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

In addition to the 21 parking spaces that the Village is looking at the present time, there are additional 15 parking spaces on the property. If you actually look at the site plan, an additional 9 parking spaces could be created in the grassy area to the west of the parking spaces if that was the desire of the next owner of the Citibank property. Thank you.

12

MAYOR FIXELL: Next.

13

14

15

16

17

18

19

20

21

MR. BROWN: Scott Brown, Chief of Police, Tarrytown. Good evening, Mr. Mayor, Members of the Board. I thank you like to thank you for this opportunity to come to speak before you and speak on a vital topic. I realize we have a lot of people here; we have a heavy agenda tonight, so I will be brief.

22

23

24

25

I've been Chief of Police in in Tarrytown for 20 years, over 20 years. I've been a police officer for of 35. I've lived here my entire life.

## PROCEEDINGS

1  
2 During that time, one of the most common  
3 complaints and the biggest problem that  
4 we have on a daily basis is parking and  
5 parking-related issues. I can't begin  
6 to tell you how much time the officers  
7 spend on the issues and people that have  
8 no place to park and trying to find  
9 someplace to put them. I received a  
10 letter, an e-mail the other day -- which  
11 I wish I brought with me -- from a  
12 gentleman who is a patron of the Music  
13 Hall. He attended a performance two  
14 weeks ago. He came to the town, as he's  
15 done many times with his wife,  
16 apparently for dinner and to see the  
17 show. And parking was so bad that he  
18 wound up parking illegally, which he  
19 knew, and he received a \$40 ticket, and  
20 he paid. He was extremely disappointed  
21 in the police department and in the  
22 Village that he loves coming here. He  
23 loves dining in the restaurants here,  
24 but he finds the parking situation to be  
25 unacceptable and claims he will not be

## PROCEEDINGS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

back, which is very unfortunate.

          This Village Board, previous Village boards and Chamber of Commerce, the downtown parking committees, Merchants Committee, the police department, for years we have addressed this problem as best we can. Mr. Blau indicated we've had some temporary measures with the YMCA lot, the Junior League lot. These are primarily rentals. They come and go. We're at the mercy of the property owners.

          I think that this opportunity for the Village to obtain this property on a permanent basis would go a long way to eliminate some of the issues we experience. Although 21 spaces may not seem like to be a lot, I can tell you in the 2, 2 1/2 months that Citibank has closed that lot, the parking on weekends, especially when there are performances, it's absolutely atrocious. It's worse than it's ever been.

          All these groups that I

## PROCEEDINGS

1

2

mentioned have done such a wonderful job

3

making Tarrytown a vibrant community,

4

making it a destination, a please that

5

people want to come. Mr. Blau also

6

pointed out the project in Sleepy Hollow

7

is also going to bring other issues. If

8

we're going to continue to be a vibrant

9

community and have -- want people to

10

come here to patronize our business

11

establishments, we're going to have to

12

have someplace for them to park.

13

I would urge this board to

14

vote in favor of the eminent domain.

15

Thank you.

16

MAYOR FIXELL: Should we open

17

it up to the public.

18

*(SOTTO VOCE DISCUSSION.)*

19

MAYOR FIXELL: Come up. if

20

you'd like to speak. Please state your

21

name and address.

22

MS. McCABE: My name is

23

Catherine McCabe. I'm at 32 Miller

24

Avenue. Long-term resident, first-time

25

speaker. I just wanted to know if there

## PROCEEDINGS

1

2

was information available, because I haven't seen it, or I don't know if I've missed it. But given that eminent domain has historically been seen as kind of pushing the limits on infringing on property owner's rights, I'm just wondering if cost analysis has been done on other options, such as purchasing the property and giving a land-lease on the building and retaining the parking space rights. And what the cost analysis of something like that is, versus what might turn into a protracted and potential (inaudible) - eminent domain?

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

MAYOR FIXELL: Michael or Kathleen, would you like to speak on that issue?

19

20

21

22

23

24

25

VILLAGE ATTORNEY: The Village would have to establish a public reason for eminent domain, and it seems, from what I heard today, that there is such a public purpose and that the Village could proceed with eminent domain if it so wants. And I'm sure it

## PROCEEDINGS

1

2 has explored other potential options. I  
3 think we heard about that at the prior  
4 presentation about the things the  
5 Village has tried to do leading up to  
6 this point.

7

MS. McCABE: I don't think I  
8 heard very much at all about --  
9 specifically with the spaces you're  
10 looking to get through eminent domain --  
11 a cost analysis or any figures related  
12 to the cost of eminent domain versus  
13 potentially purchasing the property.

14

15

VILLAGE ATTORNEY: It's not  
the whole entire property.

16

17

18

19

20

21

22

23

MS. McCABE: I'm talking about  
cost analysis. If you're going to say  
eminent domain, then I would expect  
not -- we all know you should have to  
pay for the use of it, but I'm saying  
why why eminent domain as the means to  
obtain that space versus other  
potentials.

24

25

ADMINISTRATOR BLAU: One of  
the issues the Village has is if the

## PROCEEDINGS

1

2

Village were to purchase the entire  
parcel, the Village wouldn't be able to

3

4

prove a valid public purchase, because

5

the Village has no need for the

6

building. We don't have -- and the

7

Village can't be a landlord in the sense

8

that it leased out the entire building.

9

That's a municipal purpose. There's an

10

issue right off the bat. The Village

11

can't take an action. And all we would

12

be able to do is buy the building and

13

the property, subdivide, and then we

14

have -- the Village would have to sell

15

the building.

16

MAYOR FIXELL: I think what

17

needs to be clarified is what eminent

18

domain is. You may not really quite

19

understand.

20

MS. McCABE: I'm in real

21

estate. I understand eminent domain.

22

MAYOR FIXELL: Oh, you know we

23

would be purchasing the property. The

24

process by which we would do it is the

25

sale of it would be forced through

## PROCEEDINGS

1

2 eminent domain. It would be a purchase  
3 of that portion of the property. So  
4 it's not all that much different except  
5 that we are saying it has to be done as  
6 opposed to -- but we would be paying --

7

VILLAGE ATTORNEY: And the  
8 value would be determined as part of the  
9 process of the eminent domain.

10

ADMINISTRATOR BLAU: And also,  
11 maybe we'll speak to the timing of it  
12 and how this works.

13

MS. McCABE: I was just on  
14 wondering if it's such an issue right  
15 now, how long might the eminent domain  
16 process take?

17

MAYOR FIXELL: Can anyone  
18 speak to that, the exact timetable  
19 approach?

20

ADMINISTRATOR BLAU: Well,  
21 ultimately -- there was a memo from our  
22 attorney about this. Basically you had  
23 the public hearing. A determination is  
24 made. There can be a protracted legal  
25 battle as to the value of the property.

## PROCEEDINGS

1

2

But ultimately through the legal eminent

3

domain process, the Village would obtain

4

the parcel and the parking spaces would

5

be then available for municipal

6

purposes. But we still continue to

7

fight over the quote, unquote, value of

8

the property, how much the Village would

9

be paying for the property.

10

TRUSTEE BASHER: But we would

11

have control of the spots while this is

12

all going on?

13

ADMINISTRATOR BLAU: Yes.

14

VILLAGE ATTORNEY: And I think

15

one of the cases that the public may be

16

familiar with, the the issue of public

17

process like a developer taking over

18

land for the benefit -- a private

19

developer. Clearly this is a little

20

different case where the public purpose

21

is apparent, so you're not going to have

22

those issues in some of those famous

23

cases that you heard about whether it

24

was actually a public purpose. But I

25

think those are the kind of cases when

## PROCEEDINGS

1

2

where there's talk of litigation, where

3

there may be a litigation about the

4

value, but the transfer of the property

5

is something that will happen pretty

6

rapidly through the process.

7

MAYOR FIXELL: Anyone else?

8

MS. LEVINE: My name is Ronnie

9

Levine. And my business address is 1

10

Neperan Road. I've been there for 11

11

years, and I've seen this parking lot in

12

action all that time. I've been parking

13

there everyday, pretty much. Almost

14

every day of the week. Mine is a much

15

more personal approach, and I don't

16

think it's just me -- I'm trying to write

17

as representative of many people who are

18

trying to make a go of it there. Local

19

restaurants, merchants and professional

20

people with offices in the center of

21

Tarrytown are going to suffer from what

22

strikes me as a kind of mortal

23

indifference of Citicorp in the closing

24

of the parking lot behind the former

25

Citibank on Neperan Road. I have no

## PROCEEDINGS

1

2 idea what Citicorp is thinking, but they  
3 knew when they bought the property a  
4 fairly short time ago that it included  
5 important municipal parking lot. Sorry  
6 about this, but what can be behind their  
7 lockup other than greed? They can't  
8 afford minimal lighting or insurance?

9 The lockup happened at the  
10 quietest time of the year, but we're  
11 moving now towards spring and the town  
12 can be expected to bustle through next  
13 Christmas.

14 If people can't count on  
15 finding parking spaces, they will go  
16 elsewhere. Restaurants might be forced  
17 to cut corners on quality and problems  
18 will spiral as more people go elsewhere  
19 because of that. Professionals may be  
20 forced to move their offices out of town  
21 to buildings with parking lots, because  
22 if your client can't count on being able  
23 to park, they'll find somewhere else to  
24 go. Then the professionals and their  
25 clients may well go elsewhere for meals

## PROCEEDINGS

1

2 or shopping. The Music Hall will be a  
3 place that offers great shows, but where  
4 will you put your car? Maybe there's  
5 something else to do, people will think.  
6 You need to buy a toy or gift? Maybe go  
7 to the mall rather than deal with  
8 frustration here. The village could  
9 take on a seedy has-been character.

10 I've had my art studio across  
11 the street from this lot for 11 years,  
12 and I know it's been very busy, with a  
13 lot of turnover all day. If someone can  
14 estimate the number of cars parking  
15 there every day, the number of people in  
16 each or for whom a single driver might  
17 be shopping or bringing home purchases  
18 such as takeout food, it would add to a  
19 whole lot of transactions.

20 I'm guessing here, but if  
21 there is an average turnover for once an  
22 hour for each of 12 hours a day for each  
23 of the 21 spaces being considered for  
24 eminent domain repossession, and an  
25 average of 2 people per car, that's 504

## PROCEEDINGS

1

2

people served by someone in town each day, and over 3,500 each week. If not just about income from the meters, which also does count, but about businesses potentially losing this clientele.

7

8

9

10

Maybe someone has a way to do a more accurate estimate, but when you do the multiplication, I'm sure it will be a lot of business transactions.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

There have already been a few times in the last year when I couldn't park anywhere near my studio, even after circling the nearby blocks over and over, and I couldn't work in my studio that day. Luckily it didn't happen often, and never when I was on deadline for a project or had students coming. If it becomes more frequent, though, I'd have to find another location. That would be devastating, as I've been so very, very happy to come to the heart of Tarrytown every day. I don't know where I could go that could match it.

I'm just one of the many

## PROCEEDINGS

1

2

trying to make a go of it here. I support the eminent domain solution to this problem, since Citicorp is doing us all a significant injustice. If they didn't they want to own an important parking lot, they should have bought another property. They shouldn't be allowed to swoop in on Tarrytown and destroy small businesses just to squeeze out maximum profit at our expense.

10

11

12

MAYOR FIXELL: Thank you.

13

14

15

16

17

18

19

20

21

22

23

24

25

PETER BARTALOCCHI: Peter Bartalocci. Just a question? What is the impact -- do we still have the requirement for a number of spaces if there's a change of use, if that happens? So if that exists, that's maybe \$10,000 per space. I just want to understand what the potential impact is of taking away spaces from Citibank if whoever purchases the building wants to open a restaurant, or something like that and then suddenly be saddled with a similar situation.

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

ADMINISTRATOR BLAU: The code in the Village has different requirements for number of spaces depending on specific use. You would have to be specific -- how big the place is, how many seats, how many employees. There's a formula that's used.

PETER BARTALOCCHI: Right. so we're not changing anything? So right now the property has how many spaces? 21? Is there spaces available to it, we're basically taking a way a ton of those, and you're decreasing the value of the building significantly.

MAYOR FIXELL: Well, we don't know it would decrease the value of the building. It gives there's value to those spaces.

ADMINISTRATOR BLAU: It depends on use.

PETER BARTALOCCHI: Thank you.

JOANNE MURRAY: Joanne Murray, 24 South Broadway. I've had my business on South Broadway for over 40 years, and

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

I was shocked, to say the least, that Citibank gave up the parking lot when they left. I found it offensive that a bank would turn its back on the downtown, take the deposit of money, continue to take and hold mortgages, but saw no reason to participate in helping downtown economic.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

I've been in many of the businesses since it's closed. Some of them are hurting terribly, especially at the four corners there where they need the parking. I think that Citibank needs to give us a reason why they won't share this parking lot. And while I don't support eminent domain, in this case I think they force the Village's hand. I think that had they come to the table to negotiate and continue to allow us to use it, that this would even be here. So I'm disappointed. I understand it's a corporate decision. Whoever made that corporate decision should be embarrassed that they

## PROCEEDINGS

1

2 participated in such a decision without  
3 seeing what the impact would be.

4

Thank you.

5

6 KEVIN KAYE: Kevin Kaye. I  
7 live in the Village. I do business in  
8 the Village. I'm very activity in the  
9 Chamber of Commerce. I'm unfortunately  
10 standing before you because of this  
11 circumstance. I want to also state that  
12 I've been a Citibank employee years ago.  
13 My first job. I'm very loyal to  
14 Citibank in many respects. I'm  
15 wondering, obviously, many of you are  
16 here supporting eminent domain. I don't  
17 know if I can necessarily support that  
18 particular path. I hope that Citibank  
19 would come to their senses and find  
20 another solution that makes sense. This  
21 is certainly not looking good for  
22 Citibank. I'm sure there's some legal  
23 reasons, but I'm sure those could be  
24 worked out. I know that the Village has  
25 tried very hard to work with Citibank,  
and they seem to be very stubborn on

## PROCEEDINGS

1

2

this particular matter. I think now is

3

the time to sit down and open up that

4

dialogue again. I see that there is a

5

public need. The downtown is suffering

6

because of this. I don't know why

7

Citibank won't come to the table. And I

8

encourage you to go back and hopefully

9

talk a little sense into the people

10

making this decision.

11

We'd like nothing more I think

12

in this community -- and I know members

13

of the Board, many of you personally. I

14

think we'd like nothing more to find a

15

better solution and hopefully that can

16

happen after tonight. Unfortunately if

17

it doesn't go down that path, so be it.

18

But I just wanted to reiterate what was

19

said here tonight and echo the concerns

20

here in the community; not only on my

21

behalf, but I know that the Chamber of

22

Commerce is very concerned that we get

23

this rectified as quickly as possible.

24

Thank you.

25

## PROCEEDINGS

1  
2                   THERESA McCARTHY: Good  
3 evening, everyone. Thank you for having  
4 us have the opportunity to speak  
5 tonight. I've been a resident of  
6 Tarrytown for over 35 years. I've  
7 worked in the community. I am very  
8 active in the Merchants Council and the  
9 Chamber of Commerce, and I've also been  
10 a Citibank customer for many years and  
11 linked to my elderly aunt's account, and  
12 she's been a Citibank customer for 30  
13 years. I was extremely disappointed to  
14 get e-mails from friends of mine who  
15 have lived in Tarrytown for a long time  
16 and merchants who have done business in  
17 Tarrytown for a long time. In the  
18 middle of my job as a restaurant  
19 manager, the night that it was  
20 discovered that the lot had closed, I  
21 thought it was a terrible shame on the  
22 community. I feel that Citibank had  
23 been a part of the community and  
24 serviced many of us in the community.  
25 And we, in turn welcomed Citibank in the

## PROCEEDINGS

1

2 community. And I just feel that there  
3 wasn't an appropriate view of the  
4 damages that were being done to the  
5 community as a whole, whether  
6 economically or just in terms of a good  
7 will in a community spirit.

8

9 I think that it should have  
10 been thought through in a much deeper  
11 manner, and it hurt the community  
12 terribly, and I still am getting e-mails  
13 from people who have customers canceling  
14 reservations because they're driving  
15 around not being able to find a parking  
16 spot and that has gotten worse as a  
17 result of the Citibank lot closing. And  
18 I do believe that it has forced the  
19 Village's hands in investigating the  
20 eminent domain.

20

21

MAYOR FIXELL: We need you to  
identify yourself.

22

23

THERESA McCARTHY: Sorry.  
Theresa McCarthy.

24

25

MAYOR FIXELL: Thank you.

Anybody else?

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MR. ALONSO: Good evening,  
everyone. First, my name is Mark  
Alonso. I'm outside counsel from  
Alonso, Andalkar & Faacher. I'm here on  
behalf of Citigroup.

First I'd like to apologize  
for the disruption. I know exactly how  
the parking situation is, because I know  
how much this town has grown. To that  
end, my first order of business would be  
to request that you postpone this vote  
to allow Citigroup to negotiate a new  
lease with Administrator Blau. I say  
this because I first have to explain,  
perhaps, why this is not your normal  
issue and why this came about the way it  
did. Obviously there's been a decision  
to close that branch, as you all know;  
and in addition, that was not  
communicated perhaps as prospective --  
whether it should have been to  
Administrator Blau and to you, Mr.  
Mayor, and I apologize.

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

However, not being a live location anymore, the people who advised Administrator Blau that they couldn't negotiate a lease did so because this isn't an existing branch anymore; therefore, there are some things that made this different. And I submit to you that that's why we would like an attempt to negotiate this and not have a vote, because once we start a vote this, as everyone knows, goes down a path that is somewhat irrevocable and takes a long time.

One of the biggest problems is once there is no active branch, all of the services, whether it's lighting, insurance, supervision, verification that there isn't ice in the parking lot, plowing the parking lot, all become different issues. This is not an easily solved problem, but it might be because the town clearly has a need and has expressed that through the people who have come here. And I'm sure we can

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

work something out with Administrator Blau. This property, as was noted in your January meeting, is intended to be sold. If we sell it with a lease -- the city sells it with a lease -- to the next owner, then they'll be in the position that Citi was when they took over from Wachovia, and you'll have your spaces.

11

12

13

14

15

16

17

18

19

20

21

In the interim, however, clearly that would have to contemplate some sort of insurance to cover if somebody is injured in that parking for that period of time. Similarly, lighting, plowing, obviously it would not -- our building would be maintained and our supervision of the lot would not be the same as if it were a free-standing municipal lot that the town, the village, was taking care of.

22

23

24

25

That being said, normally at this time, pursuant to the notice, I would have to make a list for you, and expound upon a bit, the reasons why I

## PROCEEDINGS

1

2 believe eminent domain is not the best  
3 course at this moment, some of which  
4 were touched upon in the prior comments.  
5 And in that regard, I would like your  
6 guidance. If there's a possibility of  
7 voting merely on my application that  
8 this be postponed so that we would  
9 engage in negotiations, then I will  
10 forego my list of reasons.

11           However, if we're going to  
12 proceed directly to a vote on whether to  
13 proceed to eminent domain, then I would  
14 continue with the preservation of our  
15 defenses. So if I may put to you  
16 whether we could postpone in first  
17 before I go into my reasons.

18           TRUSTEE BUTLER: I've been  
19 here over 30 years in the town of  
20 Tarrytown. The previous banks,  
21 Wachovia, and a couple of them, we never  
22 had an issue. They were always open  
23 when the next bank came. Unfortunately  
24 when Citibank decided they wanted to do  
25 whatever they planned on doing, they

## PROCEEDINGS

1

2 closed up the lot. So what I'm trying  
3 to understand is why did you do that?  
4 And if you want us to delay this  
5 process, we'll give you an opportunity  
6 to open up this lot and let residents  
7 and people continue to use it while we  
8 negotiate the situation. I'm trying to  
9 understand, based on the presentation,  
10 how many total parking spaces are  
11 actually there?

12 ADMINISTRATOR BLAU: There are  
13 currently 36.

14 TRUSTEE BUTLER: And with a  
15 potential --

16 ADMINISTRATOR BLAU: For nine  
17 more.

18 TRUSTEE BUTLER: So we're  
19 asking for half.

20 ADMINISTRATOR BLAU: Yes.

21 TRUSTEE BUTLER: Well, maybe  
22 you can help me understand why this  
23 situation can't be worked out where we  
24 continue to use the lot while we  
25 negotiate?

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MR. ALONSO: Precisely -- not necessarily Tarrytown, but a dark, unsupervised lot in the middle of winter can be dangerous.

TRUSTEE BUTLER: You're setting the precedent. We've been through this with other banks.

MR. ALONSO: I can't speak to that.

TRUSTEE BUTLER: I'm speaking to that.

MR. ALONSO: I don't know whether they turned over -- whether it was a short 30-days closing. When titles change from First Union to Wachovia and then to Citi, there might have been some sort of agreement while they are doing construction for the next ten --

TRUSTEE BUTLER: It wasn't just Wachovia. It was the previous banks before that. This is the first, so you're setting a precedent.

MR. ALONSO: Well, not

## PROCEEDINGS

1  
2 intentionally. Honestly, if I had been  
3 involved earlier, I believe -- and  
4 different people, but the people who did  
5 this were a group that look at the  
6 corporate policy that we can't have an  
7 unattended lot. It would be like  
8 leaving an open -- an empty building  
9 with the door unlocked where people  
10 could be harmed, and that's a legal risk  
11 that need to be a addressed.

12 To the extent that it's  
13 private property, the time that we  
14 ceased to have an active branch, there  
15 was an issue of insurance, lighting,  
16 cleaning the lot and taking care of it.

17 TRUSTEE BUTLER: Let me  
18 interject for a second. This is not the  
19 first time Citibank has been here. This  
20 is the second time. The first time they  
21 were there, there wasn't those issues.  
22 All of a sudden the policy in my opinion  
23 changed. Maybe I'm seeing this wrong.  
24 But this is not your first in Tarrytown.  
25 I've been a banker, since I was in

## PROCEEDINGS

1

2 college, with Citibank. I think we used  
3 to call it National Citibank. Something  
4 like that? Over. Over 45 year. I find  
5 this just difficult to understand.

6 That's what I'm trying to --

7 MR. ALONSO: I can understand  
8 the legal reasons. I can understand the  
9 corporate reasons. I don't think it was  
10 handled in the optimum way. I don't  
11 think it was handled cooperatively. I  
12 don't think it was handled -- and if you  
13 heard my reasons for why I don't think  
14 proceeding down this path is good for  
15 the Village or for Citigroup, I think  
16 that you could be more clearly as to  
17 why.

18 If I could touch upon so  
19 reasons I think that the Village should  
20 work cooperatively with Citigroup  
21 without suggesting that I would prefer  
22 to make these points, rather than just  
23 have you postpone the decision so we can  
24 work a lease, one reason is that an  
25 easement -- let me give you an example I

## PROCEEDINGS

1  
2 would use -- would be, I have a  
3 driveway. My neighbor, for whatever  
4 reason, he put something there and he  
5 could no longer get out so this whole  
6 driveway that I have becomes an easement  
7 but everyone needs it to get out, but  
8 I'm taking care of my driveway. It is a  
9 right-of-way. At some point if I cease  
10 to use my house, that common  
11 thoroughfare doesn't exist anymore.  
12 That is may have acquired that right of  
13 an easement over time is long standing  
14 property law.

15 But problem number one is just  
16 access getting, in, repairs, potholes.  
17 All of the normal things we expect from  
18 a parking lot. Number two, an easement  
19 isn't buying the property. An easement  
20 is I got to use it, too. Not  
21 necessarily to the detriment of your  
22 rights, but perhaps so. Whoever comes  
23 through and parks there first well,  
24 they're going to get that spot. But I'm  
25 not so sure this should would be an

## PROCEEDINGS

1  
2 easement. First to all, and easement,  
3 as I use my old example, contemplates  
4 that I'm using my driveway and every now  
5 and then someone else is free to use it  
6 because they need to. But if I cease to  
7 use my driveway and I decide do make  
8 that my patio or shuffleboard, then the  
9 other people may not have that right.

10           Consequently, I'm not so sure  
11 you're talking about an an easement. I  
12 think you're talking about an  
13 acquisition. The problem is to acquire  
14 that much of this property might be a  
15 disproportionate burden to the property,  
16 such that, as was raised before, the  
17 next owner may not want it. So it may  
18 not be a purchase by the town of a small  
19 sliver or a large sliver of this  
20 property. Many decisions that you can't  
21 place that disproportionate harm without  
22 taking the whole parcel. And in this  
23 case, that may be it. You may -- the  
24 town -- the village may ultimately be  
25 purchasing the entire parcel because

## PROCEEDINGS

1

2

once you take out the spaces, the number

3

of uses that you can put that building

4

to are very diminished; and number two,

5

if you do and only say, Weil, that's

6

okay, but you would have to take out the

7

grassy area, well, the problem with that

8

is once you do that, someone's buying it

9

for that. That's what my outdoor cafe

10

was going to be. Hypothetically.

11

TRUSTEE BUTLER: Can I

12

interject for a second? This has become

13

become long-winded. Do you have a buyer

14

in line, or would this be just be

15

dragging this whole procedure out? Is

16

there a timetable?

17

MR. ALONSO: Yes. They intend

18

to sell this property as quickly as

19

possible. So how fast it takes it find

20

a buy I remember my guess they're

21

looking at a very short window.

22

TRUSTEE BUTLER: What does

23

short window mean to you? Because I

24

know what short window means to me.

25

MR. ALONSO: I'd say 60 to 90

## PROCEEDINGS

1

2 days. That's the tone I get on the  
3 conversation.

4 TRUSTEE BASHER: So that's a  
5 maybe you're asking THE Village to  
6 suffer this for 60 to 90 days?

7 MR. ALONSO: No, no, no. We  
8 will do a lease now. That's my point.  
9 I'm sorry. If I wasn't clear, the  
10 concept is we will do a lease while we  
11 still own it. What I'm proposing is you  
12 postpone this vote and we engage in  
13 negotiations which would contemplate who  
14 is going to plow the lot, and things  
15 like that. Obviously you're not going  
16 to have to install the meters because  
17 you're on the pay-per-meter settlement.

18 TRUSTEE BASHER: Can I  
19 interrupt for a second? Because we  
20 could be here for another hour.

21 Michael, are we voting on this  
22 tonight?

23 ADMINISTRATOR BLAU: You can  
24 close the hearing and not vote, or you  
25 can just --

## PROCEEDINGS

1

2

TRUSTEE BASHER: The intent  
was not to vote on this tonight anyway.

3

4

ADMINISTRATOR BLAU: We could  
just adjourn the public hearing.

5

6

VILLAGE ATTORNEY: If you  
close the public hearing, you would have  
90 days to issue findings. By closing  
the hearing, that would start the  
process.

10

11

TRUSTEE BASHER: Another  
question, let's say we did vote on it  
tonight and we said, Okay, we're going  
to go forward, and then we sit down and  
negotiate and we get a lease, can we  
just pull it out, the eminent domain?  
Counselor?

12

13

14

15

16

17

18

You said once you passed it,  
you're down the road and there's no  
coming back.

19

20

21

MR. ALONSO: No. You can.  
However, in terms of our selling the  
property, I believe it would be make the  
property less marketable, and I would  
prefer -- I believe --

22

23

24

25

## PROCEEDINGS

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

TRUSTEE BASHER: If we were going to act on it tonight -- I don't believe. I thought we were going to continue or close.

VILLAGE ATTORNEY: You can adjourn the public hearing hearing. We can adjourn this to another date.

TRUSTEE BASHER: Right. And then you guys would come forward to us, and say, Okay, here's what we offer you to open the lot back up again, but that's only going to be a temporary solution, because the new owners might not want it.

MR. ALONSO: No, no, no, no. they will buy with the lease.

TRUSTEE BASHER: They will buy with the lease.

MR. ALONSO: The same as we bought with Wachovia's lease. Personally, I believe things change. I believe your waterfront project has changed the dynamic of Tarrytown. I believe traffic patterns have changed.

## PROCEEDINGS

1

2 And I believe you're growing.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

TRUSTEE BASHER: You should have said this three months ago. We asked them 20 times. Now, all of a sudden you're coming here -- you want to talk about it. We tried to reach out months ago.

MR. ALONSO: I understand. And suffice to say that, as with any large corporation, the -- a certain division focused on closing doesn't always talk to, Okay, this is the other option. We need to see that there were options, or that we could enter into a lease that would be passed along to the next owner. That's just the reality of it. I understand that, to a large extent, sometimes people see a plan, and sometimes it's not a plan. Sometimes it's just things roll out a certain way. And it took this level of tension, which I would say --

TRUSTEE BASHER: It caused everybody to focus and open their eyes

## PROCEEDINGS

1

2 up.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

ADMINISTRATOR BLAU: If you make the determination that you want to adjourn the public hearing, before you take that action, we would ask that you take the action on SEQRA before you --

TRUSTEE BASHER: That's been done.

MAYOR FIXELL: Would it it be appropriate to consult with counsel and adjourn to Executive Session?

MR. ALONSO: Just for the record, I didn't present the defenses, so in terms of closing the hearing, if we didn't come to an agreement, then we'll pick up the hearing --

MAYOR FIXELL: Right. If you were going to close the public hearing, you would wish tpo make your statements?

MR. ALONSO: I would.

MAYOR FIXELL: Can we adjourn?

TRUSTEE BASHER: I make a motion to adjourn to executive session. You can discuss legal issues.

## PROCEEDINGS

1  
2 TRUSTEE HOYT: I'll second the  
3 Deputy Mayor.

4 TRUSTEE BASHER: We'll be back  
5 shortly.

6 (EXECUTIVE SESSION.)

7 MAYOR FIXELL: First we'll do  
8 is read the a temporary solutions making  
9 up the lead agency for SEQRA.

10 Be it resolved that the Board  
11 of Trustees of the Village of Tarrytown  
12 does hereby declare itself Lead Agency  
13 for the purpose of this action and does  
14 hereby find the this action to be an  
15 Unlisted Action pursuant to the State  
16 Environmental Quality Review act.

17 MAYOR FIXELL: All in favor.

18 (Chorus of Ayes.)

19 MAYOR FIXELL: We are going to  
20 voted on -- make a decision to adjourn  
21 to March 21st this public hearing, at  
22 which point we anticipate we will close  
23 the public hearing. We expect that  
24 there be an agreement in place by that  
25 date or we will proceed as we have

## PROCEEDINGS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

previously.

We have a meeting in two weeks. We will adjourn to March 21st at which point we will reconsider.

TRUSTEE BASHER: So you people can call tomorrow and get the ball rolling.

MR. ALONSO: We shall.

MAYOR FIXELL: Motion to adjourn this public hearing.

TRUSTEE BASHER: Until March 21st.

MAYOR FIXELL: All in favor.  
(Chorus of Ayes and Applause.)

(Time noted: 9:07 p.m.)

PROCEEDINGS

C E R T I F I C A T I O N

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

STATE OF NEW YORK     )  
                                  ) ss.  
COUNTY OF WESTCHESTER)

I, LISA GERARDI, Court Reporter and  
Notary Public within and for the County of  
Westchester, State of New York, do hereby  
certify:

That I reported the proceedings that are  
hereinbefore set forth, and that such transcript  
is a true and accurate record of said  
proceedings.

And I further certify that I am not  
related to any of the parties to this action by  
blood or marriage, and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set  
my hand.

-----

LISA GERARDI  
Court Reporter