

This document has been created to better explain the situation at 69 Broadway aka. the Hannan property.

First of all thank you for hearing this. In consideration of your time, Stu would like you to know that; in each of the previous continued meetings – as well as tonight, he would have preferred to have been able to work with the ZBA to resolve the issue. Village officials are not allowing Stu's case about the second floor apartments to be heard by the ZBA, or the additional case about the fence position to be heard by the Planning Board, until a parking lot issue is resolved.

When Stu purchased the property in 2003, at closing he was given documents that assured him that there were no encumbrances to the property. But it turns out, that the Village had created a non-legal 99-year lease with a previous owner. According to the Dutchess County Clerk's office, this lease is not in a form that can be filed. Because the Village didn't file a proper document 13 years ago, there's an issue now.

In June of last year, Stu and Steve Buso worked out a compromise. This included a new parking lot design that would be beneficial to both the Village and businesses. Steve Buso's revised parking lot included; handicap spaces, allowed for emergency vehicles, snow removal, and provided the Village with additional parking spaces. To make the design work, Steve requested additional land from 69 Broadway's area that was fenced when Stu bought the property. Stu granted the additional land to the Village. Only then, was Stu granted two building permits; one to work on the residential 2<sup>nd</sup> floor including an exterior staircase, and the second for a fence that's now up. He was well into both jobs when on July 14<sup>th</sup>, of last year, the building permits were revoked and he was forced to stop working or be fined \$2,000.00 a day. All the construction was done to building regulations and codes, there were no work site violations to warrant this action.

A 99 year lease for the 69 Broadway portion of the parking lot was presented to the Village. It is based on the approved and filed schoolhouse parking lot lease. It was deemed unacceptable by the Village Attorney.

Stu has no idea why this has happened, or why he is being stopped from moving forward. The new parking lot design benefits the village, the new fenced area isn't a problem – it's been there now for six months, and the second floor apartment use is the same for every other commercial building in the business district. The question could be asked – why is he being held up from working on the second floor? Even if there is contention, the parking lot is an unrelated matter. The Village Attorney refuses to give a written proposal of what can be done to resolve this.

Obviously this is causing expense and other hardships for Stu and also to you the Village taxpayers. That's why Stu has been sending you email chains, even though they are somewhat confusing out of context, he would rather have full-disclosure of the situation. He absolutely does not want to waste his or anyone else's time or money.