



Village/Town of Mount Kisco Building Department
104 Main Street
Mount Kisco, New York 10549
Ph. (914) 864-0019-fax (914) 864-1085

December 7, 2020

Joe Palumbo ("Architect")
414 Elizabeth Road
Yorktown Heights, New York 10598

Sarah Berger ("Home Owner")
55 Washburn Road
Mount Kisco, New York 10549
Tax No. Sec. 69.51, Block 4, Lot 4

Re: Building permit application to amend drawings in connection
with a previously granted side-yard setback variance. Request is to
renew and amend to further encroach into the side-yard setback.

Dear Applicant:

The building permit application to the Mount Kisco Building Department to install a set of exterior stairs and retaining wall that is attached to the newly constructed garage located at 55 Washburn Road, Mount Kisco, New York 10549, Tax No. Sec. 69.51, Block 4, Lot 4 located in the RS-12 Residential Zoning District ***"is hereby denied."***

Pursuant to Chapter § 110-8 RS-12 Low-Density One-Family Zoning District C. Development Regulations (1) (f) [3] the minimum building side-yard setback is 15ft. On September 2nd 2015, the applicant was granted a side-yard setback variance of 6.25 ft.

The site plan (S-2 page 4 of 15) and drawings (A-1 thru A-9) originally submitted to the Zoning Board (stamped received on July 7, 2015) did not include a set of exterior stairs that are attached to garage which further encroaches into the (north) side-yard property line.

Additionally, as set forth in the Zoning Board Approval, there are (6) "conditions of approval," three of which have an effect on the previously granted variance, they are as follows:

1. The variance is solely for the single story plans presented and approved by the Zoning Board.
2. There shall be no future increase in the existing nonconforming side-yard setback other than that proposed by the approved plan.

3. The approval shall not constitute any authorization for any further encroachments in the side-yard or other impacts on adjoining properties.

A re-approval of the original variance including the stair/wall modifications is required.

Should you have any questions, please feel free to contact me.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "P. Miley", is written over a faint rectangular stamp.

Peter J. Miley
Building Inspector

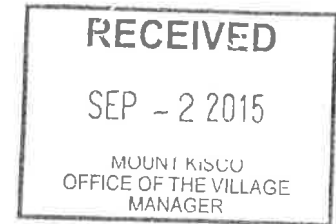
**Zoning Board of Appeals
of the Village/Town of Mount Kisco**

-----X

In the Matter of the Application of

Joseph Palumbo, Sarah Berger

-----X



Case No.: ZBA 15-9

1. **Location of Property:**
55 Washburn Road

Property ID: 69.56-4-4

2. **Description of Request:**

The application proposes to construct an addition to the existing garage attached to the single family residence. Village Code Section 110-8(C)(1)(f)[3] requires a minimum side yard setback of 15 feet. The proposed addition will fail to meet the minimum left side yard setback requirement (8.75 feet from the left side property line where 15 feet is the required).

3. **Zoning of Property:**

RS-12 – Low Density Single Family Zoning District.

4. **Variance Requested:**

A 6.25 ft. variance from the required 15 ft. rear yard setback requirement as set forth in Village Code Section 110-8(C)(1)(f)[3].

	<u>Required</u>	<u>Proposed</u>	<u>Variance Needed</u>
Minimum Side Yard Setback Requirement	15 ft.	8.75 ft.	6.25 ft.

5. **Date of Public Hearing:** July 28, 2015
Date of Action: July 28, 2015

6. **Comments Received at the Public Hearing.**

Mr. J. Michael Cindrich, 63 Washburn Road

7. **Documents Submitted with the Application:**

- Building Permit Application, received 5/26/15
- Copy of Notice of Denial, from John H. Landi, Building Inspector, to Joseph Palumbo, dated 6/30/15
- Letter of Intent to Appeal, from Joseph Palumbo, to the ZBA, dated 7/6/15
- Principal Points, from Joseph Palumbo, received 7/7/15
- Zoning Board of Appeals Application, dated 7/7/15
- Letter Appointing Joseph Palumbo to Act as Agent, from Sarah Berger, received 7/7/15
- Full list of names for mailing, received 7/8/15
- Copy of map of properties within 300 Feet, received 7/7/15
- Notarized Affidavit of Mailing, dated 7/8/15
- Affidavit of Publication from the Journal News, received 7/21/15
- Affidavit of Posting, received 7/20/15
- Public Notice, received 7/7/15
- Copy of Deed, received 7/7/15
- Fees Paid

8. **SEORA Determination:**

The subject application constitutes a Type II action pursuant to NYCRR 617.5(c) (12) (“granting of an individual setback for a lot line variance(s)”) and 617.5(c) (13) (“granting of an area variance(s) for a single-family, two-family or three-family residence”). Accordingly, the action has been statutorily determined to not have a significant affect on the environment and is not subject to review under Environmental Conservation Law, Article VIII.

9. **Decision:** **CONDITIONALLY APPROVED**

10. **Basis for Decision of ZBA:**

Under the statutorily enumerated criteria and based upon a review of the entire record, including testimony, submissions, maps, records and all other documentary proof, the ZBA has determined that the benefit to the applicant outweighed any detriments to the community or neighborhood. Specifically, the Board determined (1) that the granted variance will not produce an undesirable change in the character of the neighborhood, as mitigating conditions were proposed by the applicant, endorsed by the neighbor and incorporated by this Board; (2) that the benefits sought by the applicants could not be achieved by a feasible method other than a variance based upon the existing configuration of the house, topography and internal circulation within the residence; (3) that the variance is substantial, but ultimately not fatal to the application with re articulation of the garage and proper installation of landscaping, plantings and maintenance of same to screen addition from adjacent property owners; (4) that will be no adverse impact on the environment; and (5) that while the alleged difficulty was self-

created, it is not fatal to the application as it does not outweigh the other factors favoring the variances as set forth above.

11. Conditions of Approvals.

- 1) The variance is solely for the single story plans presented, reviewed and approved by the Zoning Board.
- 2) There shall be no future increase in the existing non-conforming side yard setback other than that proposed by the approved plan.
- 3) The approval shall not constitute any authorization for any further encroachments in the side yard or other impacts on adjoining properties.
- 4) Prior to the issuance of a final certificate of occupancy, the property owner shall be required to install and maintain a minimum landscape buffer of five (5') feet along the northerly property line from the street landscape buffer, in accordance with the planting plan prepared by Frank Giuliano, a copy of which is attached hereto and made part hereof. The owner, her successors and/or assigns shall be required to be maintained the minimum planting plan in perpetuity to the satisfaction of the Village Arborist. Said landscaping shall, at a minimum, include the following:
 - a. Nine (9) eight (8') foot Aristocrat arborvitae;
 - b. Five (5) pear trees;
 - c. Removal of one (1) existing pine tree; and,
 - d. Relocation or replacement of an existing dogwood tree.
- 5) No lighting shall be installed which will cause light spillage or visibility of the lighting element any adjoining properties.
- 6) No drainage or run off shall be discharged onto any adjoining properties.

[NO FURTHER TEXT ON THIS PAGE]

12. Vote: BY ORDER OF THE BOARD OF APPEALS

Motion to approve by: Ms. Simon

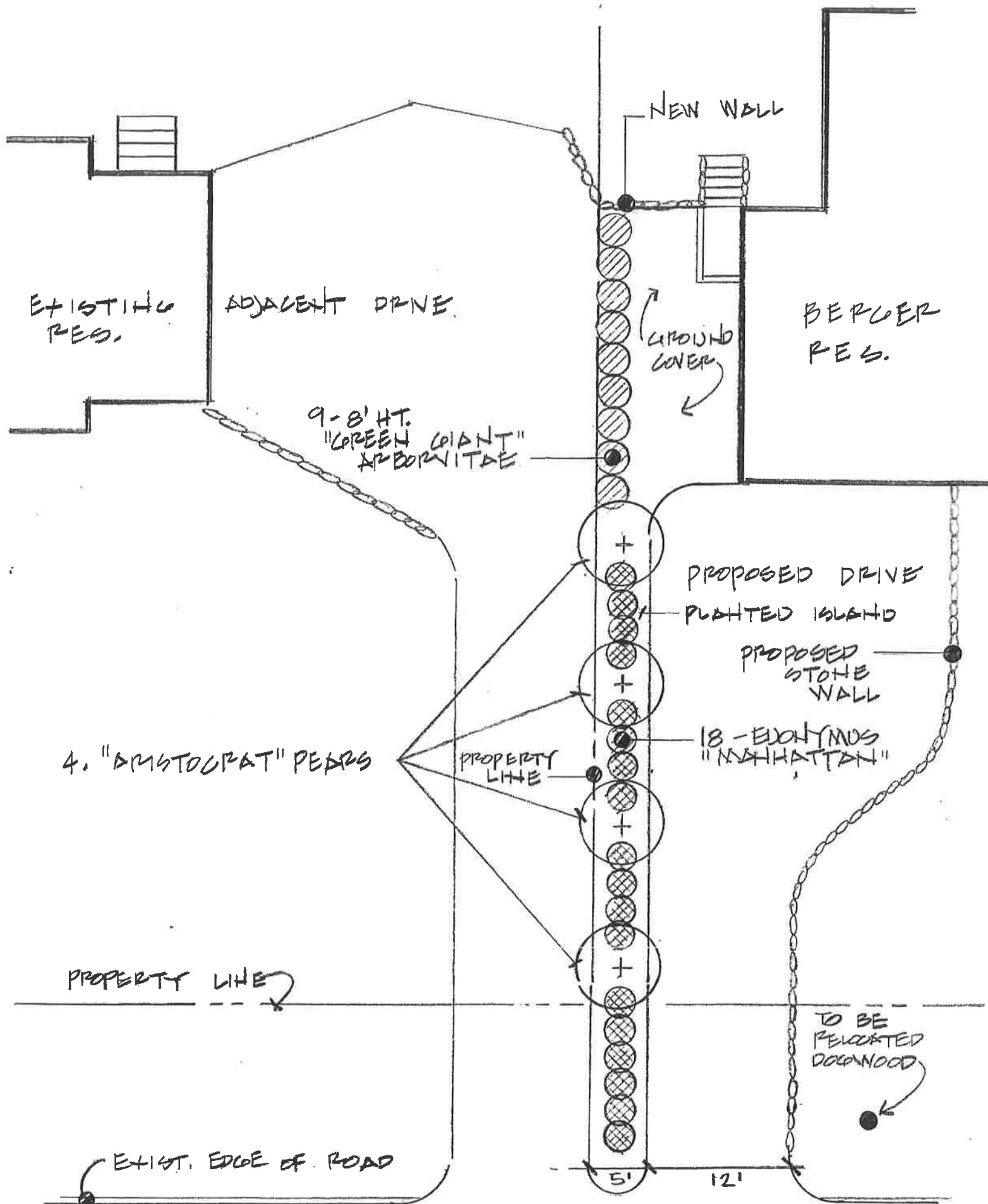
Seconded by: Ms. Richards

Vote: Mr. Boxer	Aye
Ms. Richards	Aye
Mr. Guyder	Aye
Ms. Simon	Aye
Chairman Rose	Aye

RESOLUTION EXECUTED: *September*
August 2, 2015
Mount Kisco, New York

ZONING BOARD OF APPEALS
Village/Town of Mount Kisco

By: 
DONALD W. ROSE, CHAIRMAN



Harold Boxer, Chair
Zoning Board of Appeals
Village/Town of Mount Kisco

December 10, 2020

Sarah Berger
55 Washburn Road
Mount Kisco, NY 10549

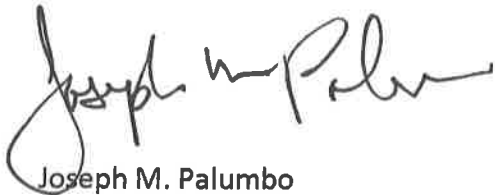
Re: Appeal of Letter of Denial dated 12/07/20 from Peter Miley

Dear Harold Boxer,

On behalf of Sarah Berger, I am writing to inform the Village/Town of Mount Kisco that she is appealing the decision of the Building Inspector, Peter Miley, to deny the construction of a stone wall and stairs at the side yard of 55 Washburn Road.

We will present our case to the Village/Town of Mt. Kisco's Zoning Board of Appeals at the January 19th, 2021 meeting.

Thank you,

A handwritten signature in black ink, appearing to read "Joseph M. Palumbo". The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke at the end.

Joseph M. Palumbo
palumbo.joe87@gmail.com
914-319-8089

Date: _____

Case No.: _____

Fee: _____

Date Filed: _____

Village/Town of Mount Kisco
Municipal Building
104 Main Street, Mt. Kisco, NY 10549

**Zoning Board of Appeals
Application**

Appellant: Sarah Berger
Address: 55 Washburn Rd Mt. Kisco NY
Address of subject property (if different): _____

Appellant's relationship to subject property: ☒ Owner _____ Lessee _____ Other _____

Property owner (if different): _____
Address: _____

TO THE CHAIRMAN, ZONING BOARD OF APPEALS: An appeal is hereby taken
from the decision of the Building Inspector, Peter Miley
dated 12/7/20. Application is hereby made for the following:

☒ Variation or _____ Interpretation of Section _____
of the Code of the Village/Town of Mount Kisco,

to permit the: ☒ Erection; _____ Alteration; _____ Conversion; _____ Maintenance
of stairs and wall with stone construction.

69.57/4/4 in accordance with plans filed on (date) 11/2020
for Property ID # _____ located in the R3-12 Zoning District.
The subject premises is situated on the North side of (street) Washburn
Road in the Village/Town of Mount Kisco, County of Westchester, NY.

Does property face on two different public streets? Yes/No
(If on two streets, give both street names) _____

Type of Variance sought: _____ Use ☒ Area _____

Is the appellant before the Planning Board of the Village of Mount Kisco with regard to this property? NO

Is there an approved site plan for this property? YES in connection with a
____ Proposed or ✓ Existing building; erected (yr.) WALL

Size of Lot: 100 feet wide 170.82 feet deep Area 17,020 ~~feet sq~~ feet

Size of Building: at street level 58 feet wide 36 feet deep

Height of building: 27.5 ft Present use of building: residence

Does this building contain a nonconforming use? NO Please identify and explain: _____

Is this building classified as a non-complying use? NO Please identify and explain: _____

Has any previous application or appeal been filed with this Board for these premises?
Yes/No? Yes

Was a variance ever granted for this property? YES If so, please identify and explain:
SIDE YMD SETBACK

Are there any violations pending against this property? NO If so, please identify and explain: _____

Has a Work Stop Order or Appearance Ticket been served relative to this matter?
____ Yes or ✓ No Date of Issue: _____

Have you inquired of the Village Clerk whether there is a petition pending to change the subject zoning district or regulations? NO

I hereby depose & say that all the above statements and the statements contained in the papers submitted herewith are true.

[Signature]
(Appellant to sign here)

Sworn to before me this day of:

10th of Nov., 20 20

Notary Public,

Mirjana New Smerne Westchester
County, NY

MIRJANA MARDJONOVIC
Notary Public - State of New York
NO. 01MA6209608
Qualified in Westchester County
My Commission Expires 07/27/21

[TO BE COMPLETED IF APPELLANT IS NOT THE PROPERTY OWNER IN FEE]

State of New York }

County of Westchester } ss

Being duly sworn, deposes and say that he resides at _____ in the County of Westchester, in the State of New York, that he is the owner in fee of all that certain lot, piece or parcel of land situated, lying and being in the Village of Mount Kisco, County of Westchester aforesaid and known and designated as number _____ and that he hereby authorized _____ to make the annexed application in his behalf and that the statements contained in said application are true.

(sign here)

Mount Kisco Zoning Board of Appeals Statement of Principle Points

Mount Kisco Zoning Board of Appeals
Village of Mount Kisco NY

October 26, 2020

Sarah Berger
55 Washburn Road
Mount Kisco, NY 10549

Request a variance for RS-12 zoning district, zoning code 110-8 for side yard setback for the property at, **55 Washburn Road, Mount Kisco NY**

A variance was permitted on 09/2015, for the new garage and side yard landscaping at the Berger Residence, 55 Washburn Road, Mount Kisco. Upon completion of the garage and landscaping it was clear access to the rear yard and retainage was necessary for the rear yard access. Because of the elevation difference between the side yard and rear yard, a masonry set of stairs with 5 risers, wall, and wrought rail was built. The wall and set of stairs are required to retain the back-yard elevation and gain access to the rear yard from the side yard.

- 1) The granting of the variance will comply of keeping within the character of the neighborhood because of the stonework ties into the character of the house and driveway.
- 2) Building a set of masonry stairs and wall is the only way to retain the rear yard elevation and be in compliance to the character of the neighborhood.
- 3) If granted, the variance is substantial. No additional variance is required for the stairs and retaining wall.
- 4) The proposed variance will protect the property from erosion, as well as protect the approved landscaping for screening the side yard.
- 5) This variance is required to complete the work for the approved garage setback and evergreen screening for the north side neighbor.

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/town of Mt. Kisco, New York will hold a Public Hearing on the 19th of January 2021 at the Municipal Building, Mount Kisco NY beginning at 7:00 pm pursuant to the Zoning Ordinance on the Appeal of

Sarah Berger

55 Washburn Road, Mt. Kisco, NY 10549

From the decision of Peter J. Miley, Building Inspector, dated December 7, 2020 denying the application dated to permit the construction of a stone wall and stairs at the side yard. The property involved is known as 55 Washburn Road and described on the Village Tax Map as Section 69.56 Block 4 Lot 4

And is located on the west side of Washburn Road in a RS-12 Zoning District. Said Appeal is being made to obtain a variance from Section 110-8 of the Conde of the Village/Town of Mount Kisco, which requires a 15-foot side set back.

Harold Boxer, Chair

Zoning Board of Appeals

Village/Town of Mt. Kisco

re: Sarah Berger
55 Washburn Rd, Mt. Kisco

Village/Town of Mount Kisco
Building Department

JAN 11 2021

RECEIVED

AFFIDAVIT OF MAILING

STATE OF NEW YORK

}

}SS.:

COUNTY OF WESTCHESTER

}

Joe Palumbo being duly sworn, deposes and
says:

I reside at 340 Croton Heights Rd, Yorktown Hgts NY

On Dec. 28 20 20 I served a notice of hearing, a copy of which is
attached hereto and labeled Exhibit A, upon persons whose names are listed in a schedule
of property owners within 300 feet of the subject property identified in this notice. A
copy of this schedule of property owners' names is attached hereto and labeled Exhibit B.

I placed a true copy of such notice in a postage paid property addressed wrapper
addressed to the addresses set forth in Exhibit B, in a post office or official depository
under the exclusive care and custody of the United States Post Office, within the County
of Westchester.

Joseph A. Palumbo

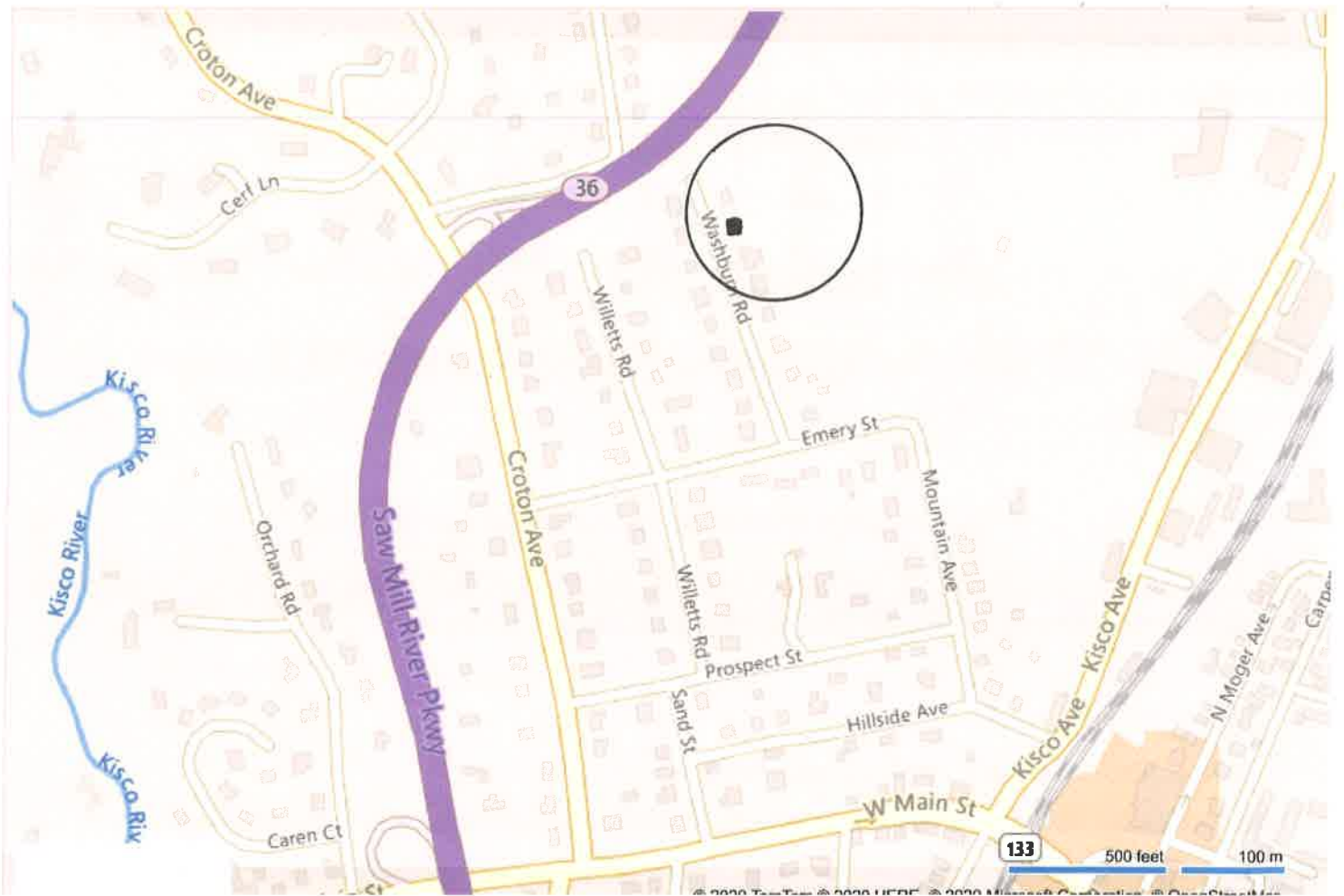
Sworn to before me on this

30th day of December 20 20

Robert A. Wheeling
(Notary Public)

Robert A. Wheeling
Notary Public, State of New York
Reg. # 01WH6094432
Qualified in Orange County
Commission Expires June 16, 2023

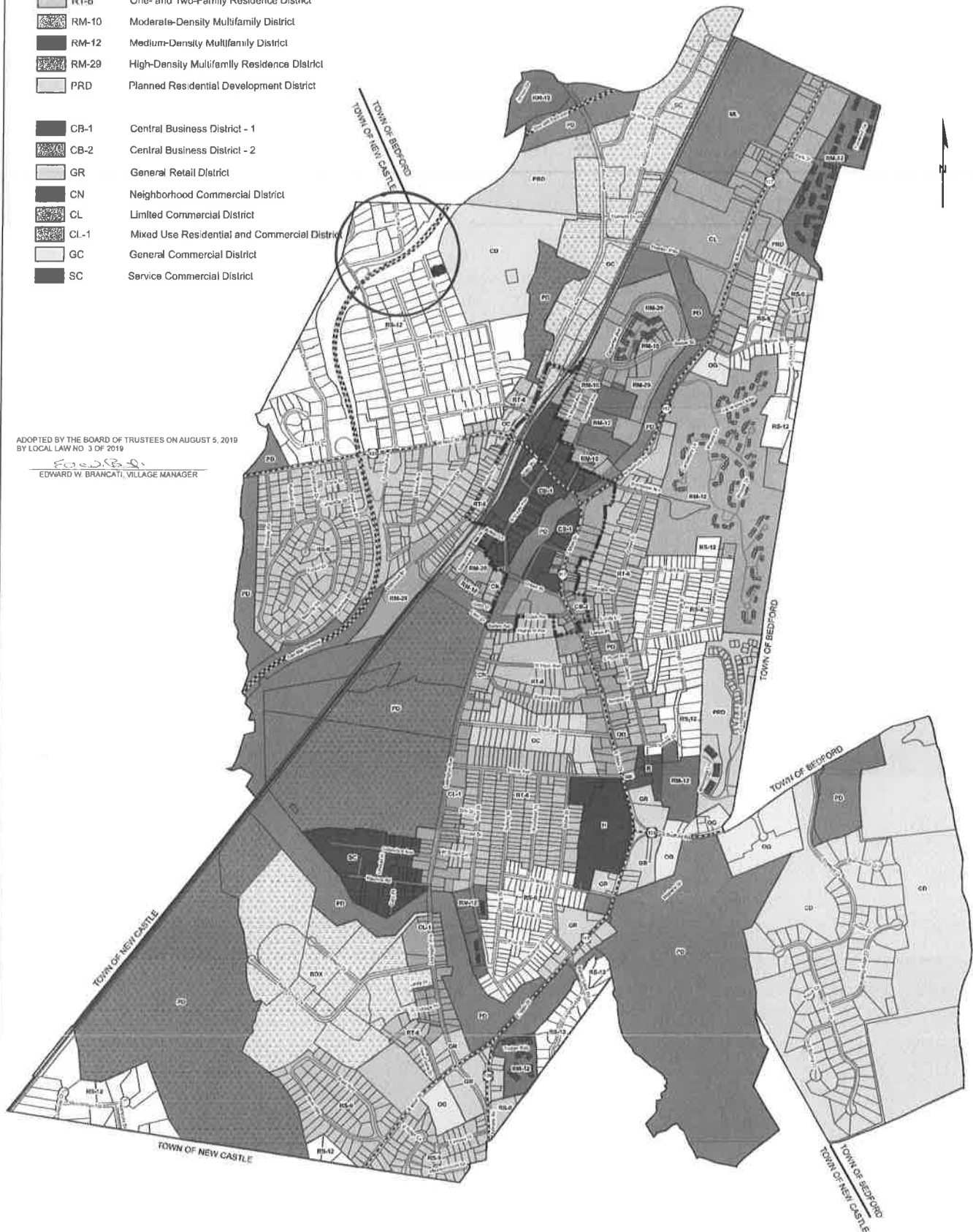
55 Wash Burn Rd Mt Kisco NY	PROPADDRESS	PROPAPT	PROPCITY	PROPPZIP	PROPPRINTKI	PROPSBL
Kornreich Douglas L - Heather A Kornreich	36 Washburn Rd		MOUNT KI	10549 69.64-2-4.1		6.9064E+18
Bauscher Michael - Jean Marie Donohue	58 Washburn Rd		MOUNT KI	10549 69.64-2-2		6.9064E+18
Berger Sarah	55 Washburn Rd		MOUNT KI	10549 69.56-4-4		6.9056E+18
Westchester County	Croton Ave		MOUNT KI	10549 69.56-3-1		6.9056E+18
Du Terroil, Jason M - Sara C Du Terroil	91 Willetts Rd		MOUNT KI	10549 69.64-2-13		6.9064E+18
Medini, John	68 Washburn Rd		MOUNT KI	10549 69.56-4-1		6.9056E+18
Kensing Howard G Jr - Eileen Kensing	45 Washburn Rd		MOUNT KI	10549 69.64-3-1		6.9064E+18
Bogen, Bob - Carol S Bogen	50 Washburn Rd		MOUNT KI	10549 69.64-2-3		6.9064E+18
Lippolis, Massimiliano - Angela E Lippolis	107 Willetts Rd		MOUNT KI	10549 69.64-2-1		6.9064E+18
Cindrich, John Michael - Linda Cindrich	63 Washburn Rd		MOUNT KI	10549 69.56-4-3		6.9056E+18
Fashena, Margaret M - Jonathan M Fashena	47 Washburn Rd		MOUNT KI	10549 69.56-4-5		6.9056E+18
Hall Heather	101 Willetts Rd		MOUNT KI	10549 69.64-2-14		6.9064E+18
Ley David - Erica Beck	83 Willetts Rd		MOUNT KI	10549 69.64-2-12		6.9064E+18
Devoto, John - Denise Devoto	26 Washburn Rd		MOUNT KI	10549 69.64-2-5		6.9064E+18
Village of Mount Kisco	Mountain Ave		MOUNT KI	10549 69.56-4-6		6.9056E+18
Deramo Vincent	40 Washburn Rd		MOUNT KI	10549 69.64-2-4.2		6.9064E+18
Cindrich Michael J	69 Washburn Rd		MOUNT KI	10549 69.56-4-2		6.9056E+18
Kollarus, Christopher I - Christa M Kollarus	33 Washburn Rd		MOUNT KI	10549 69.64-3-2		6.9064E+18
Nerenburg, Michael - Lisa Forgione	23 Washburn Rd		MOUNT KI	10549 69.64-3-3		6.9064E+18



- | | | | | | |
|-------|--|----|-------------------------------|---|---|
| PD | Preservation District | OD | Low-Intensity Office District | RDX | Research and Development District |
| CD | Conservation Development District | OC | Cottage Office District | ML | Light Manufacturing District |
| RS-12 | Low-Density One-Family Residence District | OG | General Office District | PWSF | Personal Wireless Service Facility Overlay District |
| RS-9 | Moderate-Density One-Family Residence District | H | Hospital District | DOW | Downtown Overlay District |
| RS-6 | Medium-Density One-Family Residence District | R | Recreation District | See Section 110-27.4 of the Zoning Code | |
| RT-6 | One- and Two-Family Residence District | | | | |
| RM-10 | Moderate-Density Multifamily District | | | | |
| RM-12 | Medium-Density Multifamily District | | | | |
| RM-29 | High-Density Multifamily Residence District | | | | |
| PRD | Planned Residential Development District | | | | |
| CB-1 | Central Business District - 1 | | | | |
| CB-2 | Central Business District - 2 | | | | |
| GR | General Retail District | | | | |
| CN | Neighborhood Commercial District | | | | |
| CL | Limited Commercial District | | | | |
| CL-1 | Mixed Use Residential and Commercial District | | | | |
| GC | General Commercial District | | | | |
| SC | Service Commercial District | | | | |

ADOPTED BY THE BOARD OF TRUSTEES ON AUGUST 5, 2019
BY LOCAL LAW NO. 3 OF 2019

Edward W. Brancati
EDWARD W. BRANCATI, VILLAGE MANAGER



ZONING DISTRICT MAP

VILLAGE/TOWN OF MOUNT KISCO

PREPARED BY KELLARD SESSIONS CONSULTING
500 MAIN STREET, ARMONK, N.Y.
(914) 273-2323

JANUARY 8, 2018
REV. AUGUST 5, 2019

NOTE:
MUNICIPAL BOUNDARIES, PARCEL BOUNDARIES, ZONING AND OVERLAY
DISTRICT BOUNDARIES, AND ROADS SHOWN HEREON HAVE BEEN PROVIDED
BY THE VILLAGE/TOWN OF MOUNT KISCO OR BY THE WESTCHESTER COUNTY
GEOGRAPHIC INFORMATION SYSTEMS (GIS).



AFFIDAVIT OF PUBLICATION FROM

State of Wisconsin
County of Brown, ss.:

On the 2 day of January in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicholas Peniston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Nicholas Peniston being duly sworn says that he/she is the principal clerk of **THE JOURNAL NEWS**, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, was published in the newspaper area(s) on the date (s) below:

Zone:
Westchester

Run Dates:
01/02/2021

Signature [Signature]

Sworn to before me, this 2 day of January, 2021

[Signature]
Notary Public, State of Wisconsin, County of Brown

VICKY FELTY
Notary Public
State of Wisconsin

My commission expires

Legend:

WESTCHESTER:

Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincolnale, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:

Blauevelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thielles, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0004530490

Public Notice

Please take notice that the Zoning Board of Appeals of the Village/Town of Mount Kisco, NY will hold a Public Hearing on the 19th day of January 2021 at the Municipal Building in Mount Kisco, New York, beginning at 7:00pm pursuant to the Zoning Ordinance of the Appeal of Sarah Berger, 55 Washburn Road, Mount Kisco, NY 10549 for the decision of Peter J. Miley Building Inspector, dated December 7, 2020 denying the application dated to permit the building of a stone wall and stairs along the side yard.

The property involved is known as: 55 Washburn Road and described on the Village Tax Map as Section 69.56, Block 4, Lot 4, and is located on the west side of Washburn Road in a RS-12 Zoning District. Said Appeal is being made to obtain a variance from Section 110-8 of the Code of the Village/Town of Mount Kisco, which requires a 15-foot side yard setback.

Harold Boxer, Chair
Zoning Board of Appeals
Village/Town of Mount Kisco
(\$102.00)

55 washburn

State of New York)
) ss:
County of Westchester)

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 13 day of January 2021, he conspicuously fastened up and posted in seven public places, in the Village/Town of Mount Kisco, County of Westchester, a printed notice of which the annexed is a true copy, to Wit: ---

Municipal Building –
104 Main Street

X

Public Library
100 Main Street

X

Fox Center

X

Justice Court – Green Street
40 Green Street

X

Mt. Kisco Ambulance Corp
310 Lexington Ave

X

Carpenter Avenue Community House
200 Carpenter Avenue

X

Leonard Park Multi Purpose Bldg

X


Guillermo Gomez

Sworn to before me this 13 day of January 2021


Notary Public

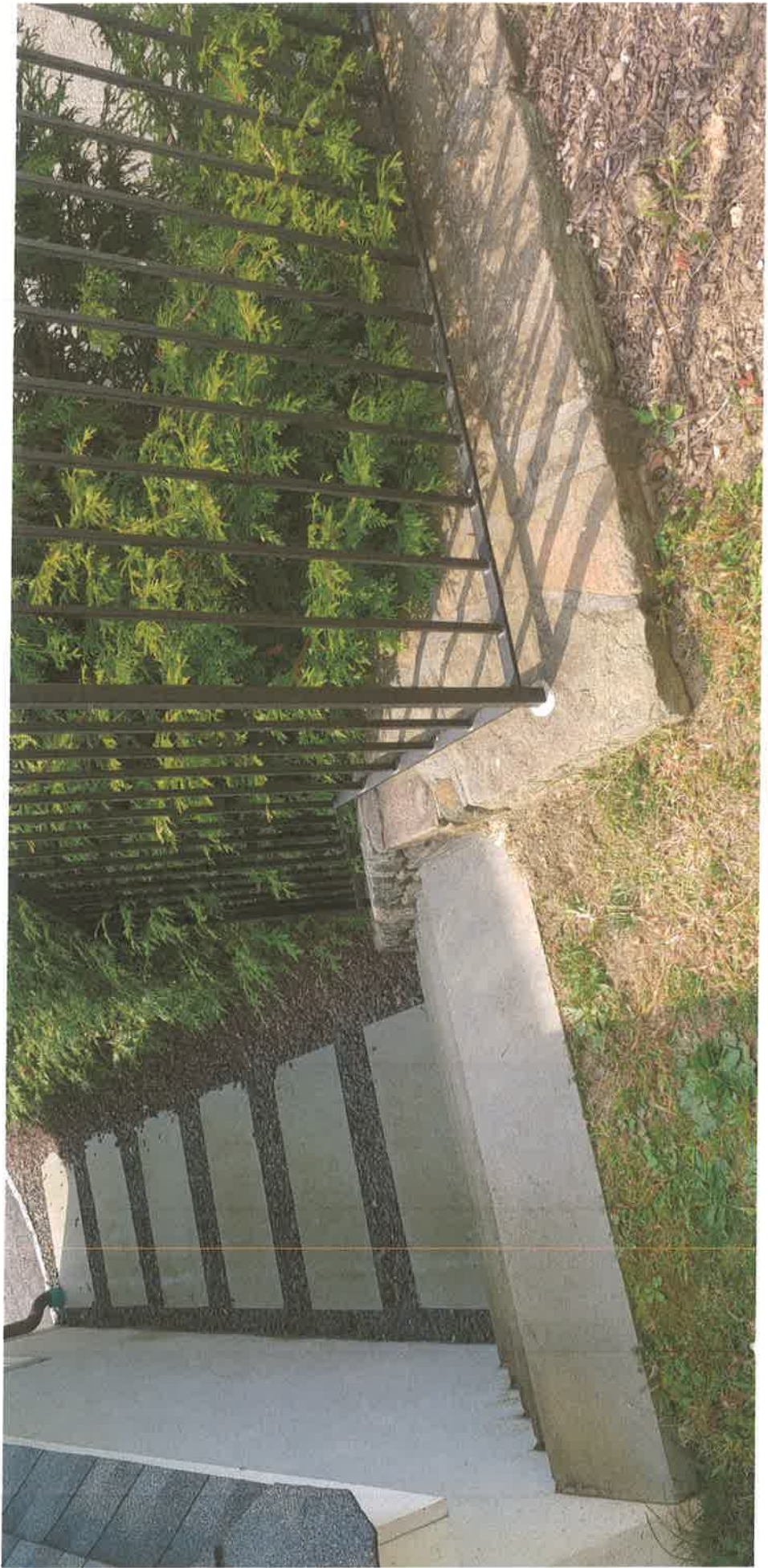
PATRICIA A TIPA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TI6170206
Qualified in Westchester County
My Commission Expires 07-02-2023











JOSEPH M. PALUMBO

340 CROTON HEIGHTS ROAD

YORKTOWN HEIGHTS, NY 10598

palumbo.joe87@gmail.com

914-319-8089

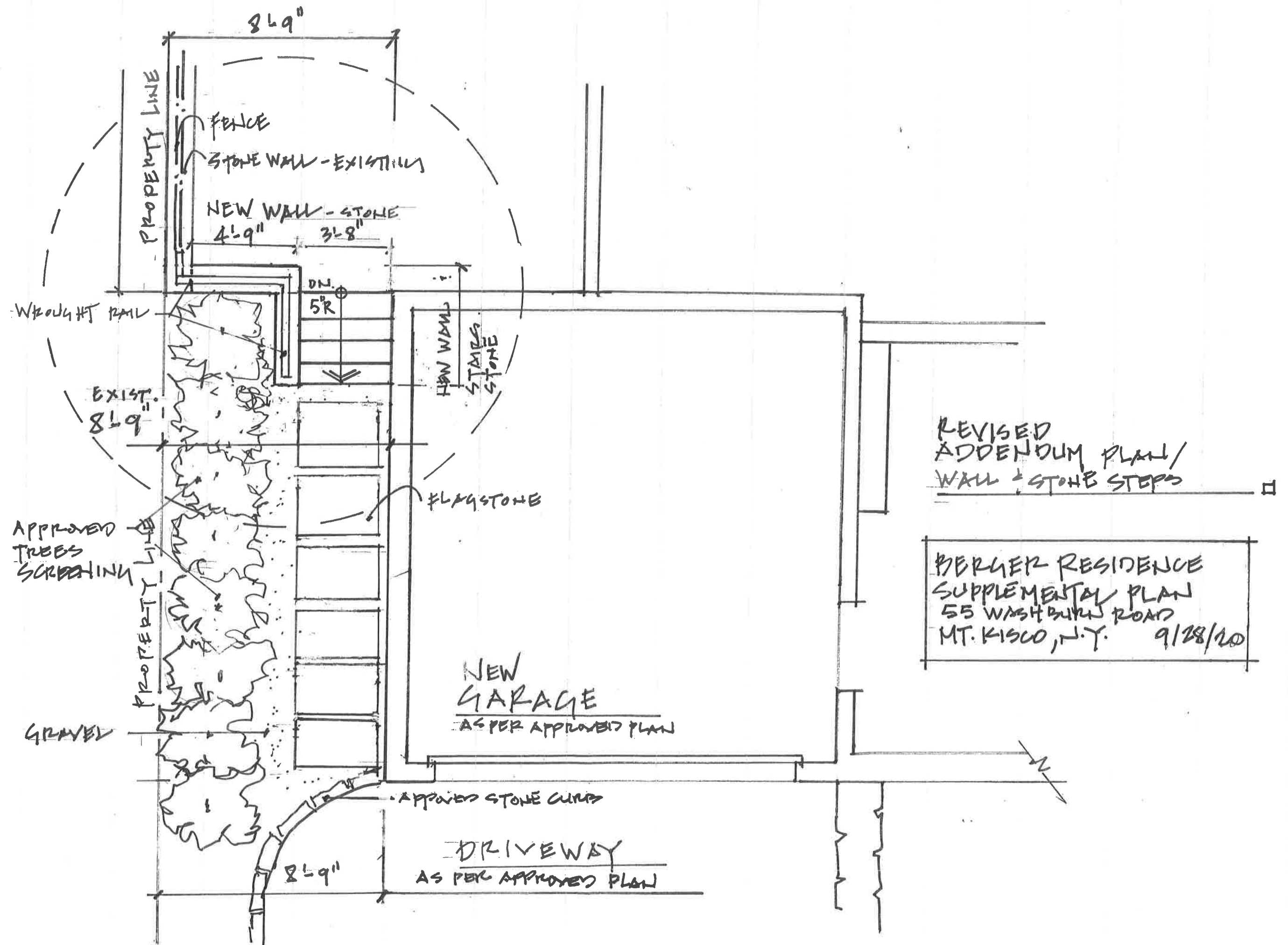
Addition & Renovation to the Berger Residence

55 Washburn Road

Mount Kisco, N.Y.

SEC. xxx, BLOCK x, LOT xx

REVISION 09/28/20





445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

William S. Null, Esq.
wnull@cuddyfeder.com

12/30/2020

Mr. Harold Boxer, Chair, and
Members of the Zoning Board of Appeals
Village/Town of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Re: Application of SCS Sarles St. Community Solar Farm (180 S. Bedford Road)

Dear Chair Boxer and Members of the Zoning Board of Appeals:

On behalf of Sunrise Community Solar, LLC, we respectfully submit this letter requesting that this Board adjourn the Public Hearing on this Application from its January 19, 2021 meeting to the February 2021 regularly scheduled meeting. At this time, the Planning Board is continuing its SEQRA review of the project and our client is coordinating submission of supplemental information.

We look forward to appearing before this Board to address any questions and thank you for your consideration.

Respectfully yours,

William S. Null

William S. Null

cc: Doug Hertz, Sunrise Community Solar, LLC; Richard Williams, Jr., InSite Engineering; Peter Miley, Building Inspector; Whitney Singleton, Esq., Village Attorney; and Simon Kates, Buckhurst Fish & Jacquemart, Inc.

LAW OFFICES OF
SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591

NEW YORK OFFICE
445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
FAX (212) 932-2693

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

(914) 333-0700
FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS
rgaudioso@snyderlaw.net

NEW JERSEY OFFICE
ONE GATEWAY CENTER, SUITE 2600
NEWARK, NEW JERSEY 07102
(973) 824-9772
FAX (973) 824-9774

REPLY TO:
TARRYTOWN OFFICE

December 1, 2020

Honorable Chairman Harold Boxer
and Members of the Zoning Board of Appeals
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Re: 180 S. Bedford Road
Public Utility Wireless Telecommunications Facility
Homeland Towers, LLC

Honorable Chairman and
Members of the Zoning Board of Appeals:

As you are aware, we are the attorneys for Homeland Towers, LLC ("Homeland Towers") and Verizon Wireless (together "Applicants") in connection with their enclosed application to place a public utility wireless telecommunications facility ("Facility") at the above referenced property ("Property").

Enclosed, please find 10 copies of the following materials:

- 1) Property Valuation Report prepared by Lane Appraisals, Inc. dated November 19, 2020 which certifies that "the installation, presence, and/or operation of the proposed Facility will not result in diminution of property values or reduce the marketability of properties in the immediate area.";
- 2) Supplemental RF Report from V-COMM, L.L.C. responding to public comments received to date; and
- 3) Affidavit of Manuel Vicente, President of Homeland Towers, attesting to rights Homeland Towers has pursuant to its lease with Skull Island Partners, confirming that the only location permitted by Skull Island Partners for the location of the Facility on the Property is the location of the Facility that is the subject of the application, and efforts made to investigate alternative tower locations including properties owned by the Village/Town of Mount Kisco.

Please also find enclosed herewith proof that the public notice requirements for the Zoning Board public hearing have been completed in accordance with the Village Code.

We thank you for your consideration, and look forward to discussing this matter with the Zoning Board of Appeals at the public hearing on December 15, 2020. If you have any questions or require any additional documentation, please do not hesitate to contact me at 914-333-0700.

Snyder & Snyder, LLP

By: 
Robert D. Gaudioso

RDG/djk

Enclosures

cc: Applicants

Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\Mount Kisco\NY172\ZBA Letter 12.1.20.rtf

LANE APPRAISALS, INC.

Real Estate Valuation Consultants

EDWARD J. FERRARONE, MAI
PAUL A. ALFIERI, III, MAI
STEVEN BAMBACE
JOSEPH P. SIMINSKY
LORI COADY

178 MYRTLE BOULEVARD
LARCHMONT, NEW YORK 10538
914-834-1400
FAX 914-834-1380

E Mail : lane.app@verizon.net

JOHN W. LANE, MAI (1907-1993)

November 19, 2020

Honorable Chairman and
Members of the Planning Board
Town/Village of Mount Kisco
104 East Main Street
Mount Kisco, NY 10549

Re: Proposed Wireless Telecommunications Facility
180 South Bedford Road, Mount Kisco, NY

Dear Chairman and
Members of the Planning Board:

In accordance with the request of Homeland Towers, LLC ("Homeland"), I have inspected the above site and have completed an analysis of the potential impact of the proposed public utility wireless telecommunications facility including a 145 foot tower ("Facility"), which is to be located on the property at 180 South Bedford Road, in the Town/Village of Mount Kisco, NY ("Property"). Homeland Towers, LLC (the "Applicant"), is requesting permission to erect the Facility at the Property. This analysis is to be used in connection with the application for approval which is being presented to the appropriate municipal board.

The Property is known and designated as Section 80.44, Block 1, Lot 1 on the Assessment Maps of Mount Kisco, NY. The site is located in a "CD - Conservation Development District" where the Facility is permitted by Special Use Permit. This site has 25.00 acres of land area to the south of South Bedford Road, in the Town/Village of Mount Kisco, NY. No changes in the lot size are contemplated.

The proposed Facility will be located on the undeveloped property, south of South Bedford Road and west of Sarles Street, and will consist of a 145 foot high, "monopine" with panel antennae mounted on the pole. All cables will be run within the monopine. The compound will have a protective fence and gate. Additionally the compound will contain Verizon's equipment on a concrete pad, with room reserved within the compound area for additional carriers and public safety equipment in the future. Future installations may include prefabricated shelters or outdoor equipment on pads provided, however, the compound is well screened from surrounding residential homes and public roads.

At the request of Homeland, the subject property was inspected on November 19, 2020 to consider the effect of the proposed Facility upon the value of the surrounding properties. In connection therewith, I have made use of an ongoing study of sales of homes within a close proximity of similar communications facilities in Rockland, Orange, Putnam and Westchester Counties. I offer the following comments regarding the locations and value trends noted in areas which have similar communications facilities. There are sixteen separate studies, covering various time periods ranging from 2012 to the

present.

We have completed more than a dozen other such studies in additional, nearby counties in New York State. In every instance, the results have been consistent and similar. There is no diminution in the value of homes with a view of a wireless telecommunications facility.

The sales which were utilized in this analysis are summarized on the sixteen, attached exhibits. All of these studies involved communication monopolies or towers, and in no instance did I find that views of such communication facilities had any detrimental effect on property values. There was a normal range of value with typical increases or decreases in value according to the market for homes regardless of whether or not they had views of communications facilities.

My qualifications and experience are detailed at the end of this report in an attachment titled "Qualification of Appraiser". In sum, I am designated as an MAI (Member of the Appraisal Institute); I am a certified general appraiser in the State of New York and an accredited New York State Department of Transportation, Right of Way Appraiser, and have been qualified as an expert by New York Courts in real estate valuation. I have been engaged exclusively in appraising real estate since 1984, including appraising values of residential and commercial properties in New York.

In our analysis, we analyzed property values near cell towers in similar areas to the Property. Based upon such data, we concluded that the proposed Facility will not result in the diminution of property values or reduce the marketability of properties in the immediate area. New York courts have upheld our analyses in connection with wireless facilities in locations throughout the state (similar to the Facility), finding that they present substantial evidence to establish that these facilities will not reduce the value of nearby property. *See, e.g., Sprint Spectrum LP v. Cestone*, N.Y.L.J. 2/5/01 p. 21 (S.D.N.Y. 2001); *T-Mobile Northeast LLC v. Town of Ramapo*, 701 F.Supp.2d 446, 463 (S.D.N.Y.2009); *Orange County-Poughkeepsie Limited Partnership v. Town of East Fishkill*, 61 Communications Reg. (P & F) 1433, 2015 WL 409260 (S.D. N.Y. 2015).

Importantly, reports from Lane Appraisals are not influenced by guess work or unsupported opinions. Our firm's method is to obtain the sale price of neighborhood homes ((i) those with a view of an existing cell tower, and (ii) those without a view of the cell tower) in the same neighborhood a/k/a geographic area, during a limited period of time, and compare price per square foot with regard to same. Sales are obtained from the local Multiple Listing Service and from the NYS sales recording service, and they are plotted on a map. The neighborhood is visited, mostly in the fall and winter, and properties are visited to ascertain if the tower can or can not be seen from the property. Our basis for comparison is a winter view from the property not necessarily the dwelling. Google Earth and topographical maps are used to judge topography and sight lines. In rare cases, these resources are used to reasonably judge if a property can or can not see a tower, if the property driveway extends a distance from the street.

In our report, we analyzed numerous properties both with and without a view of a cell tower. The large number of comparables and the average they provide negates the need to account for the smaller differences. Simply put, because the sample size is larger, the minor differences tend to average themselves out. Moreover, as noted above, the comparables for each of the existing cell towers reviewed in the Lane Report are from a small geographical area, specifically, near an existing cell tower, which also limits the differences in

amenities that are likely to exist. Homes within the same geographical area a/k/a neighborhood, tend to have similar characteristics/amenities, further negating the need to seek out and adjust for minor differences.

Our firm's method also negates the possibility that the samples were cherry picked to conveniently support a theory. The large sample size of homes that are within the same small geographic area (near an existing cell tower) and sold during a finite amount of time, limits the pool of comparables to choose from, negating any ability to "cherry pick" to support a theory. We included virtually all sales within an area during a certain time period, excepting only sales of non-typical dwellings such as uninhabited dwellings, tear downs or of estate quality property out of the area norm.

Our analysis evaluated five tower locations in the immediate area of Mount Kisco, including Lewisboro, New Castle, Pound Ridge and Somers. In the Memorandum in Opposition, Mr. Campanelli relies solely on real estate broker letters from Dee Reider, of William Raveis Real Estate and Mariangela Cavaggioni of Coldwell Banker Residential Brokerage, which are unsupported opinions absolutely devoid of any data or objective proof what so ever. Such broker letters also fail to state the methodology used to form the broker's opinion. Such opinions are so unsupported and so extreme, and lack any validation or methodology, that they should be given no credence.

In conclusion, the Lane Report uses actual data from known properties near cell towers sold on specific dates to demonstrate that sales within sight of a tower facility fall within similar average price per square foot ranges as other sales in the neighborhood, and that there has not been a diminution of the value due to the construction of similar facilities in the Westchester County area. The Lane Report is based on accepted methodology and includes the underlying data. The Lane Report provides substantial evidence to sustain its finding that "the installation, presence, and/or operation of the proposed Facility will not result in diminution of property values or reduce the marketability of properties in the immediate area."

Sincerely,

A handwritten signature in dark ink, reading "Paul A. Alfieri III". The signature is fluid and cursive, with the last name "Alfieri" being more prominent.

Paul A. Alfieri III, MAI
Certified General Appraiser
State of New York #46-9780
November 19, 2020

Exhibit 1, Lewisboro, Westchester County, NY

A 130' monopole located at the Lewisboro Town Park on Route 35, in Cross River, NY visited in November 2020. The following sales are located on the surrounding streets and are very close to the communications tower, within sight:

2017 - 2020 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
4 Buck Run	\$ 505,000	5-11-2017	2,250	\$224
1 Buck Run	\$ 500,000	12-18-2018	1,784	\$280
1074 Route 35	\$ 264,000	3-30-2017	1,750	\$151
1173 Route 35	\$ 490,000	4-27-2020	2,112	\$232
9 Hunts Ln	\$ 795,000	6-13-2018	5,195	\$153
10 Hunts Ln	\$ 750,000	10-3-2020	2,782	\$270
14 Hunts Ln	\$ 678,500	7-18-2018	3,380	\$201
9 Howland Dr	\$ 780,000	9-27-2018	4,081	\$191
10 Howland Dr	\$ 845,000	10-12-2018	4,140	\$204
1 Hunts Farm Rd	\$ 875,000	9-01-2020	2,903	\$301
2 Hunts Farm Rd	\$ 855,000	8-14-2020	2,809	\$304
4 Hunts Farm Rd	\$ 624,500	6-15-2018	2,550	\$245
8 Hunts Farm Rd	\$ 535,000	10-2-2018	2,161	\$248
25 Mead St	\$1,850,000	3-08-2018	4,972	\$372
72 Hunts Farm Rd	\$ 880,000	6-28-2017	4,286	\$205

Average Sales Price per Square Foot: \$239

The following properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
3 Debbie Ln	\$410,000	2-03-2017	2,110	\$194
3 Debbie Ln	\$519,000	12-3-2018	2,000	\$260
7 Hunts Ln	\$ 436,740	12-16-2019	3,094	\$141
7 Hunts Ln	\$ 895,000	8-20-2020	3,094	\$289
4 Hunts Ln	\$ 665,000	10-23-2017	2,517	\$264
5 Hunts Ln	\$ 780,000	9-27-2017	5,820	\$134
4 Howland Dr	\$ 780,000	5-09-2019	3,088	\$253
6 Howland Dr	\$ 825,000	4-04-2018	3,312	\$249
7 Adams Hill Rd	\$ 537,500	3-25-2020	3,024	\$178
17 Adams Hill Rd	\$ 500,000	3-10-2020	2,600	\$192
10 Hunts Farm Rd	\$ 750,000	10-23-2017	3,712	\$202
13 Hunts Farm Rd	\$ 919,000	8-13-2019	2,369	\$388
14 Hunts Farm Rd	\$ 870,000	6-01-2018	2,590	\$336
16 Hunts Farm Rd	\$ 650,000	1-28-2019	3,104	\$209
17 Hunts Farm Rd	\$ 775,125	9-21-2017	3,431	\$226
18 Hunts Farm Rd	\$ 850,000	8-12-2020	3,441	\$247
22 Hunts Farm Rd	\$ 804,000	4-26-2017	3,444	\$233
27 Hunts Farm Rd	\$ 606,000	1-31-2020	2,923	\$207
34 Hunts Farm Rd	\$ 549,000	6-22-2018	2,570	\$214
35 Hunts Farm Rd	\$ 442,000	12-14-2017	2,124	\$208
36 Hunts Farm Rd	\$ 615,500	5-31-2019	2,118	\$290
37 Hunts Farm Rd	\$ 872,500	7-31-2017	4,004	\$218

Average Sales Price per Square Foot: \$233

Study indicates that the properties with views of a communications tower have a greater average price per square foot than those without a view of a communications tower.

Exhibit 2, New Castle, Westchester County, NY

A 130' monopole constructed in 2015 and located on a nursery property on Armonk Road, in the Town of New Castle, NY, visited in December 2016. The following sales are located on the surrounding streets and are very close to the communications tower:

2015 - 2016 Study

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
768 Armonk Rd	\$ 470,000	9-15-2016	1,416	\$332
785 Armonk Rd	\$1,266,000	8-26-2016	5,910	\$214
20 Hollow Ridge Rd	\$1,625,000	5-01-2015	5,695	\$285
23 Hollow Ridge Rd	\$3,350,000	9-11-2015	8,976	\$373
77 Whippoorwill Lk	\$1,700,000	12-7-2015	5,000	\$340
72 Whippoorwill Lk	\$1,875,000	9-29-2015	6,167	\$304
Average Sales Price per Square Foot:				\$308

These properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
66 Tripp St	\$ 870,500	1-11-2016	2,972	\$293
30 Rosholm Pl	\$ 764,000	5-21-2015	3,303	\$231
6 Whippoorwill Cl	\$1,260,000	9-21-2015	4,430	\$284
340 Whippoorwill Rd	\$ 885,000	3-30-2016	3,184	\$278
335 Whippoorwill Rd	\$1,500,000	5-02-2016	5,566	\$269
20 Bessel Ln	\$3,648,888	1-06-2015	8,200	\$445
82 Carolyn Pl	\$1,900,000	12-7-2015	6,662	\$285
50 Carolyn Pl	\$2,540,000	9-29-2015	7,675	\$331
Average Sales Price per Square Foot:				\$302

Study indicates roughly equal value for properties, with and without a view of a communications tower.

Exhibit 3, Pound Ridge, Westchester County, NY

A 130' monopole located on a Town site at 89 Westchester Avenue in Pound Ridge, NY visited in November 2020. The following sales have a view of the communications tower:

2017 - 2020 STUDY

These properties have a view of the communications tower.

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
20 Trinity Pass Rd	\$850,000	11-14-2017	3,652	\$233
15 Trinity Pass Rd	\$1,169,000	10-21-2019	4,241	\$276
26 Trinity Ln	\$430,000	11-15-2019	1,657	\$260
32 Pine Dr	\$825,000	11-20-2017	3,456	\$239
32 Pine Dr	\$850,000	5-11-2020	3,456	\$246
Average Sales Price per Square Foot:				\$251

The following properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
10 Upper Shad Rd	\$534,100	12-5-2019	2,605	\$205
10 Trinity Ln	\$635,000	6-15-2017	2,152	\$249
10 Trinity Ln	\$710,000	12-30-2019	2,152	\$330
15 Lower Trinity Pass	\$610,000	6-12-2017	2,617	\$233
20 Lower Trinity Pass	\$917,000	7-19-2018	4,268	\$215
46 Lower Trinity Pass	\$410,000	9-17-2018	1,838	\$223
40 Lower Trinity Pass	\$927,900	2-12-2018	3,542	\$262
75 Fancher Rd	\$1,625,000	7-17-2018	7,648	\$212
57 Fancher Rd	\$1,800,000	10-10-2018	4,022	\$448
140 Westchester Av	\$985,000	5-08-2014	2,838	\$347
32 Hemlock Hill Dr	\$875,000	4-26-2019	4,465	\$196
3 Rolling Meadow Ln	\$565,000	11-6-2019	2,672	\$211
5 Rolling Meadow Ln	\$712,000	3-01-2017	2,574	\$277
9 Rolling Meadow Ln	\$500,000	5-10-2019	2,712	\$184
22 Rolling Meadow Ln	\$580,000	11-16-2018	2,912	\$199
35 Woodland Rd	\$559,500	1-03-2018	2,103	\$266
212 Barnegat Rd	\$430,000	5-29-2018	1,825	\$236
206 Barnegat Rd	\$474,000	9-11-2018	2,532	\$187
205 Barnegat Rd	\$999,000	6-30-2017	3,712	\$269
Average Sales Price per Square Foot:				\$251

Study indicates that the properties with views of a communications tower have the same average price per square foot as those without a view of a communications tower.

Exhibit 4, Pound Ridge, Westchester County, NY

A 155' monopine tower, constructed in 2007 and located off Adams Lane in Pound Ridge, NY visited in April 2017. The following properties have a view of the communications tower:

2014 - 2017 STUDY

These properties have a view of the communications tower.

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
21 Donbrook Rd	\$799,900	7-28-2016	2,546	\$315
29 Donbrook Rd	\$1,030,000	9-14-2016	4,227	\$244
51 Salem Road	\$1,675,000	9-15-2015	5,993	\$279
65 Salem Road	\$527,000	1-13-2017	1,521	\$346
65 Salem Road	\$360,000	3-24-2014	1,521	\$237
Average Sales Price per Square Foot:				\$284

The following properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
21 Salem Rd	\$407,062	3-14-2014	2,529	\$160
21 Salem Rd	\$715,000	3-21-2016	2,529	\$283
35 Salem Road	\$1,375,000	9-12-2014	5,114	\$269
54 Old Stone Hill Rd	\$4,050,000	4-23-2014	6,273	\$646
90 Old Stone Hill Rd	\$757,500	11-17-2015	2,876	\$263
147 Salem Rd	\$415,000	5-01-2016	1,749	\$237
157 Salem Rd	\$510,000	4-28-2015	3,222	\$158
36 Kitchawan Rd	\$485,000	1-19-2017	2,412	\$201
167 Salem Rd	\$1,327,500	11-22-2016	4,199	\$316
Average Sales Price per Square Foot:				\$282

Study indicates very similar prices on homes with no view of the communications tower and with a view of the communications tower.

Exhibit 5, Somers, Westchester County, NY

A 100' monopole located at the top of the West Hill in the Heritage Hills Condominium complex Somers, NY visited in April 2017. The following sales have a view of the communications tower:

2014 - 2016 STUDY

These properties have a direct view of the communications tower.

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
346D Heritage Hills	\$305,000	7-29-2015	1,168	\$261
348A Heritage Hills	\$315,000	1-07-2015	1,428	\$221
349A Heritage Hills	\$362,000	3-20-2015	1,435	\$252
351E Heritage Hills	\$331,500	11-15-2015	1,435	\$231
352C Heritage Hills	\$622,500	6-24-2016	1,973	\$316
449A Heritage Hills	\$350,000	7-18-2014	1,353	\$259
451D Heritage Hills	\$400,000	1-04-2016	1,265	\$316
462B Heritage Hills	\$517,000	8-28-2014	1,905	\$271
464B Heritage Hills	\$370,000	4-23-2014	1,265	\$292
464C Heritage Hills	\$549,000	6-13-2016	1,793	\$306

Average Sales Price per Square Foot: \$273

The following properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Living Area</u>	<u>Price/SF</u>
332A Heritage Hills	\$359,000	7-08-2015	1,550	\$232
332B Heritage Hills	\$395,000	12-23-2016	1,550	\$255
332B Heritage Hills	\$417,000	8-06-2015	1,550	\$269
333C Heritage Hills	\$341,000	11-3-2014	1,435	\$238
339B Heritage Hills	\$390,000	11-18-2016	1,550	\$252
340B Heritage Hills	\$389,000	8-02-2016	1,594	\$244
355B Heritage Hills	\$389,000	1-12-2016	1,484	\$262
355D Heritage Hills	\$495,000	10-3-2014	1,793	\$276
358A Heritage Hills	\$435,000	2-03-2016	1,435	\$303
358C Heritage Hills	\$350,000	1-27-2014	1,550	\$226
361A Heritage Hills	\$545,000	7-22-2014	1,793	\$304
364D Heritage Hills	\$422,500	8-25-2016	1,484	\$285
460B Heritage Hills	\$464,900	9-15-2015	1,472	\$314
468B Heritage Hills	\$600,000	4-06-2015	1,905	\$315
478D Heritage Hills	\$352,500	5-05-2015	1,265	\$279
468A Heritage Hills	\$280,000	10-21-2016	967	\$290
478C Heritage Hills	\$285,500	9-13-2016	967	\$295
480C Heritage Hills	\$443,000	9-16-2014	1,598	\$277
482B Heritage Hills	\$415,000	6-19-2015	1,483	\$280
486B Heritage Hills	\$348,000	5-12-2015	1,265	\$275
487A Heritage Hills	\$297,000	7-26-2016	967	\$307
489B Heritage Hills	\$391,000	12-22-2016	1,483	\$264
490B Heritage Hills	\$485,000	7-17-2014	1,598	\$304
494D Heritage Hills	\$276,000	3-19-2014	967	\$285
497B Heritage Hills	\$580,000	11-7-2014	1,905	\$304
498A Heritage Hills	\$342,420	9-04-2015	1,265	\$271

Average Sales Price per Square Foot: \$277

Study indicates very similar prices on homes with no view of the communications tower and with view of the communications tower.

Exhibit 6, 94 Gleneida Avenue, Mahopac, Putnam County, NY

A 121' flagpole type tower located at 94 Gleneida Avenue, at the corner of Vink Drive, in the Town of Carmel, Mahopac P.O., NY visited in February 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
4 Kyle Ct	\$ 355,000	4-20-2017	2,500	\$142
11 Kyle Ct	\$ 355,000	6-20-2017	2,160	\$164
2 Collier Dr W	\$ 362,000	7-18-2017	2,024	\$179
2 Collier Dr	\$ 222,500	8-03-2018	1,300	\$171
7 North Dr	\$ 322,000	8-23-2018	1,542	\$209
3 Circle Dr	\$ 190,000	5-23-2016	1,344	\$141
1 Raymond Dr	\$ 210,750	5-26-2017	1,640	\$129
4 Raymond Dr	\$ 135,000	9-22-2017	600	\$225
2 East Dr	\$ 365,000	11-15-2018	2,376	\$154
10 Ridge Rd	\$ 335,000	9-15-2016	1,464	\$229
6 Ridge Rd	\$ 370,000	12-9-2016	1,715	\$178

Average Sales Price per Square Foot: \$178

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
16 Wyndham Ln	\$ 575,000	10-11-2016	4,198	\$137
44 Wyndham Ln	\$ 512,000	1-12-2017	3,013	\$170
33 Wyndham Ln	\$ 540,000	1-15-2016	4,333	\$125
41 Wyndham Ln	\$ 545,000	6-30-2016	3,867	\$141
29 Wyndham Ln	\$ 542,500	8-01-2017	2,718	\$200
48 Wyndham Ln	\$ 548,500	8-14-2018	3,744	\$147
29 Glenna Dr	\$ 340,000	5-15-2017	1,456	\$234
30 Glenna Dr	\$ 279,900	8-29-2016	1,800	\$156
24 Glenna Dr	\$ 315,000	1-06-2015	1,978	\$159
25 Hill & Dale Rd	\$ 430,000	9-14-2017	2,308	\$186
28 Wainwright Dr	\$ 369,500	5-31-2016	1,718	\$215
11 Fowler Av	\$ 264,050	3-03-2017	1,457	\$181
18 Collier Dr E	\$ 269,850	7-20-2018	2,004	\$135
1 Ridge Rd	\$ 295,000	6-26-2017	1,487	\$198
7 Sunset Ridge	\$ 530,000	12-29-2017	3,198	\$166
21 Sunset Ridge	\$ 368,000	11-5-2018	1,640	\$226
27 Sunset Ridge	\$ 460,000	9-01-2017	3,432	\$134
63 Fair St	\$ 267,000	7-24-2017	1,414	\$189
64 Fair St	\$ 349,900	7-31-2018	1,624	\$215
65 Fair St	\$ 196,000	1-30-2017	1,324	\$148
83 Fair St	\$ 349,000	11-7-2017	1,624	\$215
31 De Colores Dr	\$ 365,000	9-05-2018	2,184	\$167
24 De Colores Dr	\$ 210,000	9-29-2016	1,765	\$119
7 Waring Dr	\$ 482,500	6-23-2016	3,314	\$146
15 Waring Dr	\$ 474,000	6-17-2016	2,694	\$176
41 Waring Dr	\$ 385,000	12-20-2016	1,600	\$241
62 Waring Dr	\$ 440,000	1-22-2016	2,753	\$160
3667 Route 301	\$ 545,000	6-01-2018	3,392	\$161

Average Sales Price per Square Foot: \$173

Study indicates that the properties with views of a communications tower have a slightly greater average price per square foot than those without a view of a communications tower.

Exhibit 7, 55 McAlpin Avenue, Mahopac, Putnam County, NY

A 120' flagpole type tower located at 55 McAlpin Avenue, at the corner of See Avenue and east of Route 6, in the Town of Carmel, Mahopac P.O., NY visited in February 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
20 Front St	\$ 300,000	6-14-2017	1,512	\$198
10 Miller Av	\$ 179,900	5-10-2017	840	\$214
5 Baldwin St	\$ 260,000	7-12-2016	1,100	\$236
3 Baldwin St	\$ 235,500	6-26-2017	1,200	\$196
1 Baldwin St	\$ 332,000	12-19-2016	1,798	\$185
160 See Av	\$ 250,000	7-27-2016	1,576	\$159
143 See Av	\$ 357,000	9-16-2016	1,762	\$203
31 Wright Av	\$ 240,000	8-01-2018	974	\$246
28 Wright Av	\$ 310,000	1-03-2018	1,324	\$234
20 McAlpin Av	\$ 310,000	8-16-2017	1,824	\$170
12 McAlpin Av	\$ 447,500	11-28-2018	1,798	\$249
18 McAlpin Av	\$ 372,000	11-3-2016	2,122	\$175

Average Sales Price per Square Foot: \$205

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
21 M & M Ln	\$ 284,900	10-11-2017	2,052	\$139
27 Tanager Rd	\$ 345,000	1-12-2017	2,210	\$156
45 Tanager Rd	\$ 400,000	1-15-2016	2,745	\$146
45 Lakeview Terr	\$ 250,500	6-30-2016	1,856	\$135
4 Olympus Dr	\$ 450,000	8-01-2016	2,602	\$173
535 Kennicut Hill Rd	\$ 312,000	8-14-2018	1,204	\$259
254 Dahlia Dr	\$ 295,000	5-15-2016	1,708	\$173
17 Mt Hope Rd	\$ 277,900	8-29-2016	1,118	\$248
40 Mt Hope Rd	\$ 231,450	1-06-2016	1,732	\$134
43 Mt Hope Rd	\$ 185,000	9-14-2019	1,320	\$140
7 Lakeview Dr	\$ 360,000	5-31-2018	1,843	\$195
2 Lakeview Dr	\$ 342,000	3-03-2016	1,184	\$289
10 Lakeview Dr	\$ 365,000	7-20-2018	2,593	\$141
54 Lakeview Dr	\$ 235,000	6-26-2018	1,824	\$129
107 Lakeview Dr	\$ 315,000	12-29-2018	1,920	\$164
17 Highridge Rd	\$ 360,000	11-5-2016	1,667	\$216
45 Highridge Rd	\$ 439,000	9-01-2018	2,476	\$177
30 Greenfield Rd	\$ 364,950	7-24-2017	1,512	\$241
33 Greenfield Rd	\$ 460,000	7-31-2018	2,940	\$156
30 Mayfair Ln	\$ 360,000	1-30-2017	1,686	\$214
60 N Ridge Rd	\$ 681,106	11-7-2018	2,568	\$265
14 Overhill Rd	\$ 329,900	9-05-2016	1,476	\$224
70 Heather Dr	\$ 225,000	9-29-2016	1,200	\$188
32 Overlook Dr	\$ 404,000	6-23-2018	2,350	\$172
7 Odessa Rd	\$ 412,500	6-17-2018	2,276	\$181
14 Longdale Rd	\$ 403,500	12-20-2018	2,372	\$170
24 Baxter Ct	\$ 425,000	1-22-2018	1,976	\$215
28 Baxter Ct	\$ 392,080	1-22-2017	1,976	\$198
23 Baxter Ct	\$ 295,000	1-22-2016	1,336	\$221
31 Strawberry Fields Ln	\$ 639,000	6-01-2018	3,694	\$173

Average Sales Price per Square Foot: \$188

Study indicates that the properties with views of a communications tower have a greater average price per square foot than those without a view of a communications tower.

Exhibit 8, 51 Crest Avenue, Mahopac, Putnam County, NY

A 195' lattice tower located at 51 Crest Drive, south of Lake Mahopac, in the Town of Carmel, Mahopac P.O., NY visited in February 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
718 Hill Dr	\$ 235,000	9-20-2017	1,128	\$208
722 Hill Dr	\$ 260,000	1-08-2018	1,124	\$231
29 Mary Av	\$ 321,000	10-22-2018	1,638	\$196
66 Ellen Av	\$ 97,500	10-31-2016	726	\$134
76 Ellen Av	\$ 160,000	5-24-2018	1,722	\$ 93
65 Ellen Av	\$ 306,000	12-27-2018	1,678	\$182
12 Crest Dr	\$ 200,000	6-15-2018	1,068	\$187
9 Crest Dr	\$ 330,350	12-30-2016	1,080	\$306
34 Indian Av	\$ 290,000	9-28-2016	1,900	\$153
4 Elm Ct	\$ 657,500	5-12-2017	5,016	\$131
5 Locust Ct	\$ 275,000	3-23-2017	989	\$278
30 Colonial Dr	\$ 630,000	2-18-2016	3,833	\$164
34 Colonial Dr	\$ 335,000	2-20-2018	1,381	\$243
25 Colonial Dr	\$ 255,000	3-17-2016	1,444	\$180
751 South Lake Blvd	\$ 490,000	2-15-2018	1,008	\$486
32 Middle Branch Rd	\$ 380,000	9-19-2018	1,852	\$205
288 Bucks Hollow Rd	\$ 230,000	10-3-2016	900	\$256
45 Lakeview Terr	\$ 250,000	5-24-2016	1,856	\$135
4 Olympus Dr	\$ 450,000	9-20-2016	2,602	\$173
535 Kennicut Hill Rd	\$ 312,000	12-19-2018	1,204	\$259
254 Dahlia Dr	\$ 295,000	3-08-2016	1,708	\$173
233 Dahlia Dr	\$ 352,000	3-30-2018	1,796	\$196
7 Astor Dr	\$ 565,000	8-07-2017	2,940	\$192
12 Astor Dr	\$ 450,000	3-16-2016	2,900	\$155
49 Tulip Rd	\$ 379,000	8-08-2018	1,720	\$220

Average Sales Price per Square Foot: \$205

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
15 Indian Av	\$ 355,000	6-23-2016	1,668	\$213
25 Senior Av	\$ 650,000	6-20-2016	3,575	\$182
866 South Lake Blvd	\$ 388,000	10-25-2018	1,932	\$201
14 Gleneida Blvd	\$ 462,000	9-25-2017	2,398	\$193
34 Gleneida Blvd	\$ 352,500	2-16-2017	1,342	\$263
12 Muscoot Rd	\$ 293,000	9-06-2018	1,488	\$197
10 Muscoot Rd	\$ 247,000	4-13-2017	1,400	\$176
17 Pine Cone Rd	\$ 389,900	5-31-2018	2,020	\$193
410 Baldwin Place Rd	\$ 200,000	2-05-2018	996	\$201
782 South Lake Blvd	\$ 610,000	1-24-2017	4,185	\$146
10 Veschi Ln N	\$ 344,500	6-28-2018	1,802	\$191
31 Ryan Ct	\$ 603,000	8-23-2018	3,632	\$166
26 Ryan Ct	\$ 557,800	8-31-2018	2,992	\$186
133 Dahlia Dr	\$ 380,000	8-22-2018	1,908	\$199
61 Astor Dr	\$ 430,000	8-15-2018	2,170	\$198
151 Dahlia Dr	\$ 350,000	1-18-2018	2,250	\$156
1 Tulip Rd	\$ 350,000	12-29-2017	2,296	\$152

Average Sales Price per Square Foot: \$189

Study indicates that the properties with views of a communications tower have a greater average price per square foot than those without a view of a communications tower.

Exhibit 9, 1181 Route 6, Mahopac, Putnam County, NY

Two monopole towers approximately 120' each, located south of 1181 Route 6, in the Mahopac area of the Town of Carmel, Mahopac P.O., NY visited in February 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
44 Nicole Way	\$ 450,000	8-02-2017	2,488	\$181
51 Nicole Way	\$ 325,500	4-18-2018	2,236	\$146
129 Overlook Dr	\$ 460,000	9-19-2018	2,320	\$198
133 Overlook Dr	\$ 315,000	8-02-2018	1,064	\$296
130 Overlook Dr	\$ 325,000	2-17-2016	2,456	\$132
106 Overlook Dr	\$ 165,000	7-30-2018	1,100	\$150
68 Albion Oval	\$ 258,000	4-25-2016	1,177	\$219
110 Baldwin Ln	\$ 375,000	8-29-2017	2,175	\$172
282 Shear Hill Rd	\$ 375,000	9-12-2016	1,812	\$207
278 Shear Hill Rd	\$ 282,500	5-16-2018	1,521	\$186
244 Shear Hill Rd	\$ 370,000	7-19-2016	1,812	\$204
154 Lake Dr	\$ 450,000	9-15-2016	3,672	\$123
123 Lake Dr	\$ 355,000	7-31-2018	1,900	\$187
139 Lake Dr	\$ 475,000	2-23-2017	2,065	\$230

Average Sales Price per Square Foot: \$188

The following properties are in the same neighborhood but have no view of the

tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
529 N Lake Blvd	\$ 535,000	11-23-2016	3,876	\$138
390 E Lake Blvd	\$ 315,000	10-26-2017	1,096	\$287
73 Baldwin Ln	\$ 299,500	1-12-2017	1,056	\$284
32 Baldwin Ln	\$ 380,000	1-04-2016	2,936	\$129
26 Baldwin Ln	\$ 185,000	7-29-2016	1,000	\$185
19 Albion Oval	\$ 300,000	5-01-2018	1,482	\$202
41 Albion Oval	\$ 380,000	8-26-2016	2,060	\$184
45 Albion Oval	\$ 390,000	12-21-2018	2,220	\$176
30 Albion Oval	\$ 350,000	10-23-2018	1,858	\$188
59 Albion Oval	\$ 254,639	3-15-2016	1,122	\$120
205 Shear Hill Rd	\$ 259,000	2-08-2018	944	\$274
98 Shear Hill Rd	\$ 390,000	9-12-2016	1,836	\$212
4 Lacona Rd	\$ 415,000	1-18-2018	2,104	\$197
20 Lacona Rd	\$ 352,500	2-21-2017	1,904	\$185
24 Lacona Rd	\$ 265,000	7-29-2016	1,899	\$140
32 Lacona Rd	\$ 340,930	4-04-2017	1,648	\$207
13 Lacona Rd	\$ 425,000	1-10-2018	2,374	\$179
22 Sheryl Ln	\$ 573,000	1-04-2016	3,926	\$146
12 Sheryl Ln	\$ 410,000	11-9-2018	1,982	\$207
10 Sheryl Ln	\$ 490,000	1-27-2017	3,113	\$157
114 Lake Dr	\$ 410,000	3-09-2017	2,156	\$190
94 Lake Dr	\$ 385,000	2-17-2016	2,296	\$168
59 Stuart Rd	\$ 360,000	2-17-2016	2,118	\$170
54 Stuart Rd	\$ 375,000	6-17-2016	1,990	\$188
38 Tanya Ln	\$ 433,000	8-23-2018	2,070	\$209
34 Tanya Ln	\$ 347,000	8-30-2016	1,990	\$174
72 Cortlandt Rd	\$ 342,500	8-12-2016	2,008	\$171
61 Cortlandt Rd	\$ 435,000	8-10-2016	3,434	\$127
74 Longdale Rd	\$ 390,000	6-08-2016	2,230	\$175
63 Longdale Rd	\$ 412,900	12-7-2018	1,950	\$212
544 Crosshill Ln	\$ 380,000	4-11-2016	2,194	\$173
543 Crosshill Ln	\$ 363,000	3-28-2017	1,800	\$202
63 Overlook Dr	\$ 229,000	9-15-2016	2,000	\$115
83 Overlook Dr	\$ 281,915	12-15-2017	1,284	\$220
78 Overlook Dr	\$ 380,000	11-9-2017	1,560	\$244

Average Sales Price per Square Foot: \$187

Study indicates that the properties with views of a communications tower have a virtually equal average price per square foot as those without a view of a communications tower.

Exhibit 10, Sky Lane, Philipstown, Putnam County, NY

A 400' former radio guyed tower located at the top of Sky Lane, east of Ridge Road, in the Town of Philipstown, NY visited in October, November and December 2017. The following sales are located on the surrounding streets and are within sight of the tower:

2015 - 2017 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
20 Steuben Rd	\$ 227,000	1-06-2016	1,316	\$172
15 Steuben Rd	\$ 268,000	8-21-2017	1,384	\$194
7 Steuben Rd	\$ 210,000	9-02-2015	1,124	\$187
21 Valley Ln	\$ 215,000	3-21-2016	1,168	\$184
420 Sprout Brook Rd	\$ 307,500	6-23-2015	1,728	\$178
418 Sprout Brook Rd	\$ 379,000	8-03-2016	2,420	\$157
384 Sprout Brook Rd	\$ 135,000	2-21-2017	768	\$176
338 Sprout Brook Rd	\$ 352,000	6-22-2017	1,808	\$195
334 Sprout Brook Rd	\$ 269,000	2-09-2015	1,816	\$148
326 Sprout Brook Rd	\$ 300,000	2-01-2017	1,200	\$250
322 Sprout Brook Rd	\$ 419,800	5-13-2015	2,671	\$157
319 Sprout Brook Rd	\$ 235,000	4-20-2017	1,159	\$203
308 Sprout Brook Rd	\$ 300,000	10-18-2017	1,660	\$181
303 Sprout Brook Rd	\$ 325,000	1-14-2015	1,414	\$230
19 Sky Ln	\$ 687,000	6-29-2017	2,741	\$251
39 Mountain Dr	\$ 447,500	7-22-2015	2,400	\$186

Average Sales Price per Square Foot: \$190

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
159 Old Albany Post	\$ 210,000	11-30-2015	1,100	\$191
200 Old Albany Post	\$ 370,000	8-19-2016	1,868	\$198
196 Old Albany Post	\$ 370,000	5-19-2017	1,776	\$208
180 Old Albany Post	\$ 480,000	12-18-2014	3,517	\$136
20 Old Albany Post	\$ 289,000	6-12-2015	1,554	\$186
516 Sprout Brook Rd	\$ 335,000	1-29-2017	1,503	\$223
504 Sprout Brook Rd	\$ 315,000	8-05-2016	1,750	\$180
495 Sprout Brook Rd	\$ 520,000	4-27-2016	2,904	\$179
492 Sprout Brook Rd	\$ 325,000	12-11-2015	2,188	\$149
471 Sprout Brook Rd	\$ 365,000	3-15-2015	1,860	\$196
54 Steuben Rd	\$ 270,000	3-27-2015	1,512	\$179
90 Steuben Rd	\$ 289,000	6-09-2017	1,456	\$198
60 Steuben Rd	\$ 300,000	6-06-2016	1,260	\$238
62 Steuben Rd	\$ 330,000	9-27-2017	1,823	\$181
72 Steuben Rd	\$ 300,000	2-23-2015	1,700	\$176

Average Sales Price per Square Foot: \$188

Study indicates that the properties with views of a radio tower and properties without a view of a radio tower have virtually equal average price per square feet, in this specific neighborhood.

Exhibit 11, 61 Washington Avenue, Suffern, Rockland County, NY

A 90' flagpole type tower located at 61 Washington Avenue, just south of Route 59, in the Village of Suffern, NY visited in April 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
8 Manfield Pl	\$ 415,000	12-15-2017	2,460	\$169
7 Clinton Pl	\$ 299,000	10-13-2016	1,940	\$154
23 Clinton Pl	\$ 285,000	12-19-2018	2,611	\$109
67 E Maple Av	\$ 339,500	2-23-2016	1,993	\$170
12 Antrim Av	\$ 231,500	12-31-2018	984	\$235
12 Washington Cir	\$ 245,000	7-05-2016	1,300	\$188
19 Washington Cir	\$ 170,000	2-03-2017	676	\$251
9 Washington Cir	\$ 240,500	6-21-2017	1,056	\$228
10 Washington Cir	\$ 396,000	8-05-2016	1,464	\$270
113 Washington Av	\$ 389,000	12-6-2018	2,189	\$178
112 Washington Av	\$ 240,000	10-13-2018	1,752	\$137

Average Sales Price per Square Foot: \$190

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
2B Cross St	\$ 106,000	11-8-2018	976	\$109
6 Hallett Pl	\$ 190,000	7-19-2018	1,352	\$141
27 Wayne Av	\$ 335,000	1-10-2018	1,500	\$223
71 Wayne Av	\$ 270,000	10-5-2017	1,320	\$205
160 Lafayette Av	\$ 260,000	11-17-2016	1,405	\$185
4 Riverside Dr	\$ 305,000	8-24-2016	1,460	\$209
7 Riverside Dr	\$ 305,000	8-31-2018	1,281	\$238
2 Antrim Av	\$ 330,000	2-09-2018	1,470	\$224
141 Lafayette Av	\$ 520,000	10-4-2018	3,500	\$149
20 Antrim Av	\$ 140,000	9-28-2017	1,081	\$130
85 E Maple Av	\$ 339,000	11-18-2016	1,558	\$218
33 Riverside Dr	\$ 310,000	2-10-2017	1,693	\$183
41 Riverside Dr	\$ 330,000	4-28-2016	1,783	\$185
30 Riverside Dr	\$ 267,500	10-31-2017	1,597	\$168
30 Riverside Dr	\$ 363,500	4-13-2018	1,597	\$228
25 Prairie Av	\$ 325,000	9-05-2018	1,092	\$298
10 Prairie Av	\$ 410,000	6-20-2018	1,786	\$230
18 Prairie Av	\$ 325,000	9-16-2016	1,500	\$217
44 Prairie Av	\$ 335,000	10-4-2017	1,493	\$224
3 Abby Park Ln	\$ 190,000	8-01-2018	1,536	\$124
5 Ruby St	\$ 219,900	8-23-2016	1,440	\$153
3 Lonergan Dr	\$ 220,000	8-10-2017	1,326	\$166
3 Lonergan Dr	\$ 145,000	7-28-2016	1,326	\$109
4 Temple Ln	\$ 210,000	8-27-2018	1,326	\$158
41 Lonergan Dr	\$ 231,500	12-26-2018	1,326	\$175
42 Lonergan Dr	\$ 244,000	11-10-2016	1,326	\$184
30 Lonergan Dr	\$ 211,100	4-10-2018	1,326	\$159
28 Lonergan Dr	\$ 205,000	7-07-2017	1,326	\$155
5 Brook St	\$ 280,000	11-13-2018	2,300	\$122
6 Brook St	\$ 287,000	11-28-2017	1,900	\$151
53 Riverside Dr	\$ 319,000	8-31-2017	1,322	\$241
48 Riverside Dr	\$ 295,000	6-07-2017	1,036	\$285
7 Center St	\$ 295,000	6-01-2018	1,020	\$289
37 Boulevard	\$ 324,000	10-11-2018	1,944	\$167
43 Boulevard	\$ 395,000	9-12-2017	1,392	\$284
7 Hillside Av	\$ 380,000	5-15-2017	2,476	\$153

Average Sales Price per Square Foot: \$190

Study indicates that the properties with views of a communications tower have the same average price per square foot than those without a view of a communications tower.

Exhibit 12, 11 College Road, Ramapo, Monsey P.O., Rockland County, NY

A 300' lattice type tower located at 11 College Road, north of the NYS Thruway, in the Town of Ramapo, Monsey P.O., NY visited in April 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
17 Laura Dr	\$ 480,000	9-14-2017	1,788	\$268
15 Laura Dr	\$ 514,000	3-08-2018	1,788	\$287
13 Golar Dr	\$ 750,000	7-23-2018	3,101	\$242
3 Golar Dr	\$ 890,000	8-24-2016	3,394	\$262
5 Lynne Ct	\$ 575,000	8-07-2018	1,513	\$380
24 Wallenberg Cir	\$ 1,200,000	3-31-2017	4,935	\$243
9 Bayberry Dr	\$ 415,000	2-02-2016	1,903	\$218
13 Olympia Ln	\$ 875,000	5-16-2017	3,290	\$266
6 Olympia Ln	\$ 650,000	5-10-2018	2,700	\$241
43 Olympia Ln	\$ 799,000	7-18-2016	3,525	\$227
18 Olympia Ln	\$ 787,000	4-07-2017	3,461	\$227
24 Olympia Ln	\$ 875,000	6-03-2016	4,434	\$197
1 David Ct	\$ 750,000	11-10-2017	2,600	\$288
9 Barbara Ln	\$ 657,500	5-19-2017	2,700	\$244
35 College Rd	\$ 660,000	6-26-2017	3,100	\$213
57 College Rd	\$ 835,000	8-09-2018	3,249	\$257
55 College Rd	\$ 725,000	9-29-2016	2,677	\$271
25 College Rd	\$ 685,000	2-02-2018	1,879	\$365
28 Dolson Rd	\$ 545,000	3-29-2016	1,832	\$297
41 Hilltop Pl	\$ 807,500	10-2-2017	2,459	\$328
6 Slevin Ct	\$ 800,000	4-11-2018	3,304	\$242
5 Slevin Ct	\$ 970,000	11-29-2016	3,424	\$283

Average Sales Price per Square Foot: \$266

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
5 Polo Ct	\$ 232,500	9-25-2017	888	\$262
67 N Airmont Rd	\$ 527,000	11-27-2017	2,744	\$192
11 Polo Ct	\$ 650,000	3-03-2017	3,400	\$191
7 Ashwood Dr	\$ 342,000	4-15-2016	1,797	\$190
10 Ashwood Dr	\$ 420,000	9-14-2017	1,805	\$233
19 Pioneer Av	\$ 357,000	6-01-2016	1,600	\$223
17 Pioneer Av	\$ 323,000	7-19-2016	1,232	\$262
6 Heights Rd	\$ 485,000	3-20-2018	1,587	\$306
4 Heights Rd	\$ 380,000	10-17-2017	1,334	\$285
1 Heights Rd	\$ 316,700	2-01-2016	1,550	\$204
105 Highview Rd	\$ 775,500	5-09-2018	2,984	\$260
101 Highview Rd	\$ 650,000	10-15-2018	1,190	\$546
99 Highview Rd	\$ 650,000	10-15-2018	3,500	\$186
2 Stemmer Ln E	\$ 500,000	9-01-2017	1,933	\$259
16 Stemmer Ln E	\$ 600,000	1-10-2017	2,134	\$281
9 Stemmer Ln E	\$ 480,000	5-16-2016	1,880	\$255
3 Stemmer Ln E	\$ 535,000	12-5-2016	2,016	\$265
310 Spook Rock Rd	\$ 302,100	2-09-2016	1,200	\$252
6 Dalewood Dr	\$ 500,000	8-22-2016	1,487	\$336
85 Highview Rd	\$ 472,500	3-12-2018	1,933	\$244
49 Mountain Rd	\$ 655,000	10-9-2018	4,203	\$156
15 Mountain Rd	\$ 885,000	10-25-2017	2,890	\$306
68 Highview Rd	\$ 865,000	4-25-2018	3,620	\$239
32 Highview Rd	\$ 633,000	10-31-2016	1,553	\$408
1 Nelson Rd	\$ 725,000	4-24-2018	2,170	\$334
6 Nelson Rd	\$ 850,000	3-05-2018	3,142	\$271
8 Dolson Rd	\$ 635,000	5-03-2016	2,065	\$308
14 New County Rd	\$ 480,000	9-19-2017	1,277	\$376
11 New County Rd	\$ 550,000	4-28-2017	1,827	\$301
17 New County Rd	\$ 480,000	8-23-2016	1,909	\$251
43 New County Rd	\$ 585,000	8-22-2017	2,168	\$270
23 New County Rd	\$ 360,000	3-28-2016	1,550	\$232
21 New County Rd	\$ 459,000	7-08-2016	2,680	\$171
6 Woodland Pl	\$ 385,000	1-11-2018	1,401	\$275
18 Woodland Pl	\$ 500,000	10-5-2016	1,914	\$261
6 Eleanor Pl	\$ 435,000	1-13-2016	1,816	\$240
5 Eleanor Pl	\$ 400,000	11-18-2016	1,828	\$219
42 Laura Dr	\$ 450,000	10-23-2017	1,816	\$248
36 Laura Dr	\$ 475,000	8-29-2016	1,816	\$262
16 Farmer Ln	\$ 443,500	3-23-2016	2,003	\$221
17 Farmer Ln	\$ 445,000	7-26-2016	2,003	\$222
11 Farmer Ln	\$ 480,000	1-24-2017	2,003	\$240
9 Farmer Ln	\$ 475,000	7-13-2017	2,003	\$237
11 Plymouth Pl	\$ 525,000	3-28-2016	2,970	\$177
2 Chelmsford Ct	\$ 495,000	8-09-2018	2,076	\$238
4 Glode Ct	\$ 650,000	11-21-2016	2,640	\$246
16 Thomsen Dr	\$ 468,000	6-15-2017	1,824	\$257
20 Thomsen Dr	\$ 447,500	5-31-2016	1,836	\$244
5 Murray Dr	\$ 670,000	8-03-2018	3,044	\$220
4 Kenneth St	\$ 481,000	11-2-2017	2,197	\$219
18 Monsey Hgts Rd	\$ 475,000	8-30-2017	1,699	\$280
32 Monsey Hgts Rd	\$ 500,000	4-17-2018	1,615	\$310
17 Monsey Hgts Rd	\$ 530,000	3-14-2018	1,358	\$390
39 Besen Pkwy	\$ 650,000	5-19-2017	2,912	\$223

Average Sales Price per Square Foot: \$261

Study indicates that the properties with views of a communications tower have a slightly higher average price per square foot than those without a view of a communications tower.

Exhibit 13, 79 State Route 210, Stony Point, Rockland County, NY

A 130' monopole tower located at the Stony Point Police Station, north of (#79) State Route 210, in the Town of Stony Point, NY visited in April 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
31 Minerick Dr	\$ 263,000	6-01-2017	1,267	\$208
73 Rte 210	\$ 450,000	7-15-2016	3,190	\$141
71 Rte 210	\$ 400,000	7-06-2018	2,704	\$148
124 Rte 210	\$ 359,000	5-29-2018	2,442	\$147
4 Covati Ct	\$ 190,000	4-27-2018	832	\$228
2 Covati Ct	\$ 349,900	5-29-2018	936	\$374
2 Brooks Ct	\$ 199,900	2-24-2017	1,008	\$198
84 Washburns Ln	\$ 325,000	7-05-2018	1,450	\$224
80 Washburns Ln	\$ 273,936	4-19-2017	1,248	\$220
8 Anton Ct	\$ 515,000	8-31-2016	2,900	\$178
8 Anna Ct	\$ 335,000	10-14-2016	2,352	\$142
37 Sengstaken Dr	\$ 370,000	9-08-2017	1,876	\$197
39 Sengstaken Dr	\$ 455,000	9-24-2018	1,755	\$259
3 Lewis Dr	\$ 361,000	3-11-2016	2,767	\$130
14 Lewis Dr	\$ 325,000	11-30-2017	1,352	\$240
149 Central Hwy	\$ 295,000	3-18-2016	1,512	\$195
135 Central Hwy	\$ 380,000	9-07-2018	1,643	\$231
125 Central Hwy	\$ 334,000	11-14-2017	1,785	\$187
125 Central Hwy	\$ 360,000	6-15-2018	1,328	\$271
6 Garyann Ter	\$ 330,000	8-24-2017	1,624	\$203
8 Garyann Ter	\$ 320,650	11-9-2018	1,410	\$227
9 Garyann Ter	\$ 340,000	3-09-2017	1,700	\$200

Average Sales Price per Square Foot: \$207

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
113 Washburns Ln	\$ 239,000	8-09-2016	972	\$246
109 Washburns Ln	\$ 210,000	3-13-2018	1,362	\$154
127 Washburns Ln	\$ 184,000	11-29-2016	775	\$237
5 Gurran Dr	\$ 270,000	6-13-2018	2,763	\$ 98
3 Gurran Dr	\$ 412,000	8-17-2017	1,866	\$221
9 Garrison Ln	\$ 403,000	7-14-2016	2,039	\$198
11 Garrison Ln	\$ 339,000	6-16-2016	1,896	\$179
21 Brooks Dr	\$ 415,000	4-24-2017	1,995	\$208
27 Brooks Dr	\$ 250,000	5-31-2016	1,342	\$186
3 Ironwood Ct	\$ 400,000	10-29-2018	2,386	\$168
35 Sunrise Dr	\$ 350,000	11-14-2018	1,824	\$192
25 Sunrise Dr	\$ 350,000	10-11-2018	1,822	\$192
28 Sengstaken Dr	\$ 345,000	2-06-2019	1,782	\$194
21 Sullivan Dr	\$ 345,000	2-24-2016	1,879	\$184
115 Filors Ln	\$ 169,900	8-19-2016	720	\$236
92 Filors Ln	\$ 335,000	10-12-2017	1,682	\$199
24 Dogwood Ln	\$ 365,000	12-11-2018	1,092	\$334
15 Dogwood Ln	\$ 320,000	1-25-2018	1,092	\$293
12 De Halve Maen	\$ 352,000	3-30-2018	1,684	\$209
41 Fonda Dr	\$ 475,000	3-22-2018	2,635	\$180
39 Fonda Dr	\$ 340,000	6-19-2017	2,940	\$116
21 Fonda Dr	\$ 425,000	8-23-2016	2,600	\$163
3 Anderson Dr	\$ 409,000	1-31-2019	2,081	\$197
9 Anderson Dr	\$ 339,900	10-31-2016	2,114	\$161
14 Anderson Dr	\$ 260,000	6-21-2016	1,242	\$209
22 Clark Rd	\$ 231,000	3-02-2018	870	\$266

26 Rte 210	\$ 213,000	7-13-2016	1,100	\$194
4 Lisa Denise Ct	\$ 315,000	8-22-2016	1,344	\$234
6 Central Dr	\$ 296,000	10-30-2017	1,575	\$188
5 Wenzel Ln	\$ 370,000	5-07-2018	1,650	\$224
14 Clark Rd	\$ 352,000	2-06-2017	1,895	\$186
16 Clark Rd	\$ 340,000	8-13-2018	1,080	\$315
18 Clark Rd	\$ 350,000	9-08-2017	2,026	\$173
22 Clark Rd	\$ 231,000	3-02-2018	870	\$266
17 Clark Rd	\$ 205,513	10-25-2016	744	\$276
17 Clark Rd	\$ 220,000	7-27-2017	900	\$244
7 Clark Rd	\$ 120,000	10-26-2016	744	\$161
10 Stubbe Dr	\$ 325,000	8-25-2016	2,116	\$154
20 Stubbe Dr	\$ 400,000	11-20-2017	1,934	\$207
18 Stubbe Dr	\$ 417,000	11-14-2018	2,116	\$197
11 Waldron Dr	\$ 400,000	9-28-2017	1,822	\$220
5 Waldron Dr	\$ 375,000	7-23-2018	1,592	\$236
4 Waldron Dr	\$ 335,000	2-01-2019	2,320	\$144
20 Wiles Dr	\$ 337,000	6-07-2017	1,596	\$211
16 Wiles Dr	\$ 380,000	2-07-2017	1,880	\$202
8 Wiles Dr	\$ 315,000	10-14-2016	1,596	\$197
15 Wiles Dr	\$ 321,000	10-12-2016	1,800	\$178
9 Rochelle Ct	\$ 160,000	3-16-2018	900	\$178
2 Rochelle Ct	\$ 220,000	12-15-2016	1,156	\$190
12 Rochelle Ct	\$ 220,000	11-23-2016	972	\$226
8 Govan Dr	\$ 285,000	12-16-2016	2,125	\$134
17 Govan Dr	\$ 265,000	11-8-2018	1,220	\$217
146 W Main St	\$ 825,000	6-14-2017	5,100	\$162
154 W Main St	\$ 870,000	8-29-2018	3,000	\$290
129 W Main St	\$ 350,000	4-05-2017	2,060	\$170
9 Autumn Ln	\$ 435,000	3-29-2018	2,540	\$171
153 Rte 210	\$ 415,000	6-22-2018	2,598	\$160
12 Reservoir Rd	\$ 290,000	3-04-2019	1,300	\$223
31 JFK Dr	\$ 500,000	8-06-2018	2,688	\$186
31 JFK Dr	\$ 375,950	5-06-2016	2,688	\$140
38 JFK Dr	\$ 333,000	6-08-2016	1,545	\$216
41 Franklin Dr	\$ 219,950	10-30-2017	1,499	\$147
3 Franklin Dr	\$ 360,000	8-01-2018	1,088	\$331
23 Franklin Dr	\$ 300,000	9-27-2018	1,701	\$176
10 Ethan Allen Dr	\$ 255,000	5-10-2017	1,080	\$236
32 Ten Eyck St	\$ 284,000	1-11-2017	1,282	\$222
30 Ten Eyck St	\$ 359,000	7-10-2018	1,899	\$189
22 Ten Eyck St	\$ 300,000	8-22-2017	1,450	\$207
41 Jay St	\$ 293,000	10-15-2018	1,620	\$181
25 Jay St	\$ 319,000	10-31-2017	1,584	\$201
46 Jay St	\$ 265,000	8-03-2016	1,305	\$203
34 Orchard St	\$ 360,000	4-12-2018	2,454	\$147
33 Orchard St	\$ 382,650	1-23-2019	2,214	\$173
87 N Liberty Dr	\$ 304,500	10-31-2018	1,429	\$213
16 Bayview Dr	\$ 280,000	12-15-2017	1,605	\$174
104 Battalion Dr	\$ 289,000	12-18-2017	1,212	\$238

Average Sales Price per Square Foot: \$202

Study indicates that the properties with views of a communications tower have a slightly higher or very similar average price per square foot than those without a view of a communications tower.

Exhibit 14, 430 New Hempstead Road, New City, Rockland County, NY

A 125' +/- monopole tower, located north of New Hempstead Road and west of the Palisades Parkway, in the New City area of the Town of Ramapo, NY visited in April 2019. The following sales are located on the surrounding streets and are within sight of the tower:

2016 - 2018 STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
9 Peachtree Ter	\$ 160,000	3-23-2018	1,610	\$ 99
6 Stoneham Ln	\$ 400,500	10-25-2016	2,150	\$186
14 Stoneham Ln	\$ 440,000	1-17-2017	2,150	\$205
16 Stoneham Ln	\$ 360,000	6-29-2016	2,069	\$174
9 Butternut Dr	\$ 380,000	9-30-2016	1,850	\$205
4 Butternut Dr	\$ 399,000	11-8-2016	1,610	\$248
8 Butternut Dr	\$ 429,000	9-07-2016	2,000	\$215
3 Hoover Ln	\$ 367,000	10-28-2016	1,620	\$227
Average Sales Price per Square Foot:				\$195

The following properties are in the same neighborhood but have no view of the tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
8 Summit Av	\$ 400,000	6-22-2018	1,427	\$280
11 Summit Av	\$ 350,000	8-30-2016	1,233	\$284
7 Highview Av	\$ 322,500	8-02-2016	1,607	\$201
3 Park Av	\$ 370,000	11-7-2016	1,824	\$203
1 Doolin Rd	\$ 665,000	9-27-2018	4,974	\$134
12 Doolin Rd	\$ 595,000	6-29-2018	2,673	\$223
24 Tempo Rd	\$ 535,000	7-28-2016	2,591	\$206
12 Wagon Wheel Dr	\$ 514,500	2-05-2018	3,024	\$170
3 Wagon Wheel Dr	\$ 400,000	7-19-2016	2,752	\$145
156 Trails End	\$ 669,000	7-09-2018	2,604	\$257
144 Trails End	\$ 480,000	11-4-2016	4,239	\$113
140 Trails End	\$ 529,000	4-03-2018	2,845	\$186
133 Trails End	\$ 468,000	7-27-2016	2,834	\$165
137 Trails End	\$ 430,000	6-23-2016	2,924	\$147
153 Trails End	\$ 387,000	1-14-2016	2,586	\$150
132 Trails End	\$ 410,000	8-04-2016	2,919	\$140
129 Trails End	\$ 492,500	6-12-2017	2,996	\$164
120 Trails End	\$ 572,100	11-29-2016	3,000	\$191
116 Trails End	\$ 562,240	3-30-2017	3,000	\$187
112 Trails End	\$ 712,840	12-12-2017	3,400	\$210
107 Trails End	\$ 540,078	3-09-2017	3,000	\$180
27 Trailside Pl	\$ 576,000	8-19-2016	2,560	\$225
8 Trailside Ct	\$ 595,000	5-04-2018	3,073	\$194
902 Rte 45	\$ 250,000	11-28-2016	1,575	\$159
126A Old Schoolhouse	\$ 550,000	10-12-2017	2,788	\$197
114 Old Schoolhouse	\$ 375,000	1-31-2018	1,493	\$251
5 Charles St	\$ 299,000	10-2-2017	962	\$311
4 Highview Av S	\$ 460,000	9-12-2016	2,259	\$204
3 Stoneham Ln	\$ 380,000	8-26-2016	1,610	\$236
7 Peachtree Ter	\$ 347,000	2-26-2016	2,165	\$160
10 Peachtree Rd	\$ 617,460	3-01-2017	3,000	\$206
7 Peachtree Rd	\$ 527,100	2-08-2017	3,200	\$165
5 Peachtree Rd	\$ 521,250	1-29-2016	3,000	\$174
25 Butternut Dr	\$ 495,000	10-15-2018	2,224	\$223
24 Butternut Dr	\$ 430,000	6-09-2017	1,850	\$232
3 Brooks Edge Dr	\$ 587,340	7-29-2016	2,955	\$199
451 New Hempstead Rd	\$ 395,000	3-29-2017	2,204	\$179
453 New Hempstead Rd	\$ 407,000	9-14-2017	2,204	\$185
120 Hempstead Rd	\$ 499,000	9-17-2018	3,330	\$150
120 Hempstead Rd	\$ 440,000	12-30-2016	3,330	\$132
114 Hempstead Rd	\$ 465,000	3-12-2018	2,112	\$220
1 Stark Ct	\$ 549,000	6-30-2016	3,199	\$172
3 Burrows Ct	\$ 286,000	5-31-2016	2,442	\$117
10 Hoover Ln	\$ 390,000	8-15-2018	1,548	\$252
40 Hoover Ln	\$ 600,000	12-14-2018	2,229	\$269
23 Hoover Ln	\$ 695,000	2-04-2016	4,780	\$145
19 Hoover Ln	\$ 450,000	12-29-2016	2,258	\$199
3 Gurnee Ct	\$ 395,000	8-04-2016	2,229	\$177
1 Gurnee Ct	\$ 300,000	8-02-2016	2,117	\$142
Average Sales Price per Square Foot:				\$192

Study indicates that the properties with views of a communications tower have a slightly higher or virtually equal average price per square foot as those without a view of a communications tower.

Exhibit 15, 117 Duelk Ave, South Blooming Grove, Orange County, NY

A 150' flagpole type tower located just west of Route 208, on Duelk Avenue, in South Blooming Grove, in the Town of Monroe, NY visited in May 2017. The following sales are located on the surrounding streets and are very close to the communications tower, within sight:

2014 - 2016+ STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
303 Lake Shore Dr	\$ 360,000	9-27-2016	2,147	\$168
316 Lake Shore Dr	\$ 235,000	9-26-2016	1,512	\$155
4 Red Bird Dr	\$ 267,000	10-13-2016	1,716	\$156
2 Beech Tree Rnd	\$ 210,000	7-07-2016	1,040	\$202
25 Merriewold Ln N	\$ 150,000	8-17-2015	1,552	\$ 97
4 Lone Oak Cir	\$ 225,000	10-31-2016	1,728	\$130
14 Old Town Rd	\$ 265,000	12-8-2014	1,778	\$149
11 Lee Av	\$ 319,000	11-8-2016	1,934	\$165
26 Duelk Av	\$ 240,000	12-13-2016	960	\$250
19 Duelk Av	\$ 160,000	3-31-2016	960	\$167
83 Duelk Av	\$ 245,000	12-1-2016	1,092	\$224
25 Duelk Av	\$ 275,000	11-14-2016	1,012	\$272
4 Laredo Ct	\$ 319,900	11-29-2016	1,504	\$213
4 Laredo Ct	\$ 237,900	3-27-2015	1,504	\$158
5 Laredo Ct	\$ 210,000	9-12-2016	960	\$219
23 Duelk Av	\$ 260,000	1-23-2017	960	\$271
106 Duelk Av	\$ 305,000	2-22-2017	1,772	\$172
2 Pecos Ct	\$ 230,000	7-21-2016	1,240	\$185
90 Duelk Av	\$ 209,500	1-29-2016	1,184	\$177
86 Duelk Av	\$ 230,000	11-12-2014	1,280	\$180

Average Sales Price per Square Foot: \$185

The following properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
10 Hawks Nest Rd	\$ 242,300	1-14-2016	1,332	\$182
252 Lake Shore Dr	\$ 254,800	4-23-2014	1,852	\$138
374 Lake Shore Dr	\$ 307,500	12-8-2016	1,840	\$167
20 Hawthorne Dr	\$ 466,100	11-9-2016	1,993	\$234
22 Hawthorne Dr	\$ 346,000	11-23-2016	1,616	\$214
25 Hawthorne Dr	\$ 350,000	2-21-2017	1,796	\$195
19 Hawthorne Dr	\$ 315,000	1-13-2017	1,792	\$176
15 Hawthorne Dr	\$ 245,000	7-15-2015	1,104	\$222
10 Pine Hill Rd	\$ 250,000	10-10-2014	1,332	\$188
23 Pine Hill Rd	\$ 260,000	7-27-2016	1,340	\$194
37 Pine Hill Rd	\$ 240,000	8-15-2016	1,260	\$190
56 Duelk Av	\$ 299,000	9-29-2016	1,176	\$254
56 Duelk Av	\$ 255,000	5-11-2016	1,176	\$217
56 Duelk Av	\$ 170,000	4-01-2015	1,176	\$145
54 Duelk Av	\$ 240,000	2-23-2017	960	\$250
46 Duelk Av	\$ 250,000	11-8-2016	960	\$260
40 Duelk Av	\$ 190,000	10-1-2015	1,680	\$113
40 Duelk Av	\$ 275,000	1-25-2017	1,680	\$164
65 Duelk Av	\$ 243,000	3-10-2016	1,464	\$166
51 Duelk Av	\$ 230,000	10-14-2016	1,344	\$171
12 San Antonio Cir	\$ 270,000	1-24-2017	1,410	\$191
11 San Antonio Cir	\$ 335,000	11-28-2016	2,124	\$158
1 San Antonio Cir	\$ 190,000	1-30-2017	960	\$198
76 Duelk Av	\$ 220,000	4-04-2016	1,523	\$144
13 Dallas Dr	\$ 170,000	3-03-2016	994	\$171
34 Peddler Hill Rd	\$ 240,000	9-11-2015	1,390	\$173

Average Sales Price per Square Foot: \$187

Study indicates that the properties with views of a communications tower and properties without a view of a communications tower have virtually equal average price per square feet, in this specific neighborhood.

Exhibit 16, 1 Ridge Rd, Hamptonburgh, Orange County, NY

A 162' lattice tower located just south of Route 207, on Ridge Road, in Hamptonburgh, in the Town of Monroe, NY visited in May 2017. The following sales are located on the surrounding streets and are very close to the communications tower, within sight:

2014 - 2016+ STUDY

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
506 Ridge Rd	\$ 215,000	10-22-2015	1,528	\$141
4 Lincolndale Rd	\$ 315,000	6-12-2015	2,378	\$132
10 Shea Rd	\$ 380,000	12-3-2015	2,604	\$146
118 Sarah Wells Trl	\$ 200,000	3-22-2017	1,147	\$174
5 Arbor Rd	\$ 370,000	9-16-2016	2,604	\$143

Average Sales Price per Square Foot: \$147

The following properties are in the same neighborhood but have no view of the communications tower:

<u>Address</u>	<u>Sales Price</u>	<u>Sale Date</u>	<u>Area</u>	<u>Price/SF</u>
43 Day Rd	\$ 405,000	3-09-2017	2,210	\$183
66 Day Rd	\$ 285,000	9-20-2016	2,222	\$128
58 Day Rd	\$ 425,000	6-22-2015	2,956	\$144
18 Kimberly Dr	\$ 390,000	8-22-2014	3,124	\$125
7 Darren Dr	\$ 245,900	8-16-2016	1,532	\$161
32 Day Rd	\$ 278,000	6-25-2014	2,044	\$136
27 Arbor Rd	\$ 450,000	8-25-2015	3,208	\$140
27 Arbor Rd	\$ 324,000	8-09-2016	1,993	\$163
27 Arbor Rd	\$ 365,000	2-01-2017	2,592	\$141
27 Arbor Rd	\$ 340,323	10-3-2014	2,400	\$142

Average Sales Price per Square Foot: \$146

Study indicates that the properties with views of a communications tower and properties without a view of a communications tower have virtually equal average price per square feet, in this specific neighborhood.

QUALIFICATIONS OF APPRAISERS

QUALIFICATIONS

PAUL A. ALFIERI, III, MAI
Senior Appraiser
Lane Appraisals, Inc.
178 Myrtle Boulevard
Larchmont, New York 10538

PROFESSIONAL DESIGNATIONS

MAI - Member of the Appraisal Institute - #12165
Certified General Appraiser
State of New York #46000009780

Accredited New York State Department of Transportation, Right of Way Appraiser

GENERAL EDUCATION

St. Lawrence University
Canton, New York
B. A. - 1984

PROFESSIONAL APPRAISAL EDUCATION

The Appraisal Institute -

#1A-1	- Fall, 1985	- Appraisal Principles
# 8-2	- Spring, 1985	- Residential Valuation
#1A-2	- Fall, 1986	- Basic Valuation
#1B-A	- Spring, 1989	- Capitalization Theory and Techniques - A
# SPP	- Summer 1989	- Standards of Professional Practice
#1B-B	- Fall, 1989	- Capitalization Theory and Techniques - B
# 2-1	- Spring 1990	- Case Studies in Real Estate Valuation
# 2-2	- Summer 1991	- Report Writing and Valuation Analysis
# 520	- Winter 1994	- Advanced Highest and Best Use and Market Analysis
# 320	- Spring 1994	- General Applications
# 530	- Summer 1994	- Advanced Sales Comparison and Cost Approaches
# SPP A	- Fall, 1994	- Standards of Professional Practice (USPAP) - A
# SPP B	- Fall, 1994	- Standards of Professional Practice (Ethics) - B
# SPP C	- Fall, 1999	- Standards of Professional Practice (USPAP/Ethics) - C
	- Summer 2003	- Standards of Professional Practice (USPAP/Ethics) - 15 Hr
# 710	- Fall 2004	- Condemnation Appraising: Principals and Applications
	- Summer 2007	- Evaluating Commercial Construction
	- Fall 2007	- Small Hotel and Motel Valuation
	- Summer 2008	- Convenience Store Valuation
	- Winter 2008	- Apartment Valuation
	- Winter 2008	- Subdivision Valuation
	- Spring 2011	- Litigation Skills for the Appraiser
	- Winter 2012	- Residential and General Appraisal Curriculum Overview
	- Spring 2012	- IRS Valuation Webinar
	- Winter 2013	- Business Ethics
	- Spring 2013	- International Valuation Standards
	- Fall 2013	- Analyzing Operating Expenses
	- Fall 2013	- Rates & Ratios: Making Sense of GIMs, OARs & DCFs
	- Fall 2014	- Right-Of-Way Easements; Case Studies Webinar
	- Fall 2015	- Contamination and the Valuation Process
	- Summer 2017	- Uniform Appraisal Standards for Federal Land Acquisitions
	- Winter 2018	- Eminent Domain and Condemnation

QUALIFIED AS AN EXPERT IN REAL ESTATE VALUATION

US Bankruptcy Court New York State Supreme Court New York State Court of Claims

Since 1984, engaged exclusively in appraising real estate. Assignments include:

Single family homes, condominiums, cooperative apartments, two to six family dwellings, rental apartment buildings, cooperative apartment buildings, condominium complexes, Section 8, Section 236 (Mitchell Lama) and HUD apartment projects, nursing care and life care communities, senior living facilities, public buildings, municipal properties, parks, hotels, industrial buildings, gas and service stations, auto dealerships, office buildings, retail and wholesale facilities, regional and neighborhood shopping centers, estates, marinas, country clubs, golf courses, sub-divisions, easements, encroachments, air rights and vacant parcels for purposes of finance, purchase, sale, gift tax, estate tax, divorce, bankruptcy, condemnation, tax certiorari proceedings, internal and estate planning, Right-of-Way analysis, gas pipeline expansion, HUD Rent Comparability Study, and New York State Equalization Rate challenges.

Primary professional territory comprises Westchester, Putnam, Dutchess, Rockland, Orange, Ulster, Sullivan, Greene, Columbia, Bronx, Queens, Kings (Brooklyn), Richmond (Staten Island) and New York (Manhattan) Counties in New York, and Fairfield and New Haven Counties in Connecticut.

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
APPRAISALS COMPLETED FOR

New York State Supreme Court
State of New York, Office of General Svcs
State of New York, Dept of Transportation
State of New York Office of Parks,
Recreation & Historic Preservation
State of New York, Office of Mental
Retardation and Developmental Disabilities
State of New York, Office of Mental Health
Bureau of Housing Development & Support
County of Westchester
County of Putnam, Dept. of Finance
County of Rockland, Dept. of Finance
City of Mount Vernon
City of New Rochelle
City of Yonkers
City of Rye
City of Peekskill
City of White Plains
Town of Bedford
Town of Carmel
Town of Greenburgh
Town of Ossining
Town of Pelham
Town of Lewisboro
Town of New Castle
Town of Patterson
Town of Putnam Valley
Town of Harrison
Town of Mt. Pleasant
Town of Rye
Town of Southeast
Town of Scarsdale
Town of Blooming Grove
Village of Ardsley
Village of Croton-on-Hudson
Village of Dobbs Ferry
Village of Harrison
Village of Mamaroneck
Village of Larchmont
Village of Ossining
Village of Pelham Manor
Village of Irvington
Village of Elmsford
Village of Pelham
Village of Port Chester
Village of Scarsdale
Village of South Blooming Grove
Brewster Central School District
Town of Greenburgh Department of
Community Dvlpmt and Conservation
State of New York, Business Dvlpmt Corp.
Empire State Certified Development Corp.
U.S. Small Business Administration
Statewide Zone Capital Corp.
Yonkers, New Main St. Redevelopment Corp.
Legal Services of the Hudson Valley
The Institute for Justice
Westhab
Putnam Community Foundation

Environmental Protection Agency
Dormitory Authority of the State of NY
Mount Vernon Hospital
St. Josephs Medical Center
St. Vincents Hospital Westchester
St. Agnes Hospital
Phelps Memorial Hospital Corp.
White Plains Medical Center
The Burke Rehabilitation Hospital
The Seabury Wilson Home
The March of Dimes
The United Way of Westchester
The Salvation Army
The Congregation of Jehovah's Witnesses
LDS Church
Good Shepard Presbyterian Church
Hudson River Presbyterian Church
St. Johns Lutheran Church
Zion AME Baptist Church
Shiloh Baptist Church
Valhalla United Methodist Church
Bethlehem Lutheran Church
Bryn Mawr Presbyterian Church
Greek Orthodox Church - Evangelismos
Congregation Ohr Torah Synagogue
Central Baptist Church of NY
Montebello Jewish Center
Missionary Church Investment Foundation
Corporation of the Presiding Bishop of the
Church of Jesus Christ of Latter-Day Saints
Retirement Living Services
Hebrew Hospital Home Foundation, Inc.
Beth Abraham Health Services
Schnurmacher Nursing Home
Saint Michael's Home for the Aged
Jewish Board of Family & Children's Svcs
Board of Coop Education Services (BOCES)
YM+YWHA of Southern Westchester
YMCA of Central & Northern Westchester
YMCA of Mt. Vernon
Tarrytown YMCA
New Rochelle YMCA
Iona College
The Windward School
The Berkley School
Pace Business School
Mid Westchester Elks Club
Westchester Interfaith Council
The Hackley School
Bokharian Communities Center, Inc.
The Episcopal Church of St. Alban Martyr
Salesian Society, Province of St. Philip
St. Gregory the Enlightener Church
Innovations for Community Advancement
The Masonic Guild of Port Chester
Planned Parenthood of Westchester and
Rockland, Inc.
Westchester Land Trust
Westchester Joint Water Works
National Development Council

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
APPRAISALS COMPLETED FOR

MBIA Insurance Company
Metropolitan Life
Principal Mutual Life Insurance Co.
Guardian Insurance Company
Reckson Operating Partnership, LP
GDC Development Corp.
Capelli Enterprises
GHP Houlihan
APEX Development Company
Urstadt Biddle Properties
Jones, Lang, Wooten
Halpern Enterprises
Forest City Daly Housing Corp.
Mack Cali
Platzner Int'l Group, Ltd.
Colliers Int'l Valuation & Advisory Services
Industrial Heater Corp.
Sunoco
Barrier Oil Company
Castle Oil
Motiva Enterprises
Neptune Moving Company
Toyota
Toyota Financial Services
Pepe Auto Group
Alfredo's Foreign Cars
Soundview Chevrolet
Westchester Chrysler Plymouth
Pace Honda
Rye Ford Subaru
Acura of Westchester
Willow Motors
Heart Kia
Heart Ford
Mallory Kotzen Tires
Direktor's Boatyard
Steel Style Development Corp.
Swanson Boat Transport Co.
Mid Ocean Tankers
Defender Marine
Mamaroneck Boat and Motors
Nichols Boatyard
McMichael Boating Center
Glen Island Yacht Club
West Harbor Yacht Services, Inc.
Tax Assessment Experts
Consumers Union
Combe Inc.
USTA National Tennis Center
Ticor Title Guarantee Co.
Security Mutual Life Insurance Co. of NY
The Community Builders
Bedford Union Cemetery
Tarrycrest Swim Club
Suez Water Company

Reichhold Chemical
Leroy Pharmacies
Ciba Geigy
Akzo Nobel, Inc.
Mutual Biscuit Company
Imperial Yacht Club
Manursing Island Club
Glen Island Yacht Club Inc.
Willow Ridge Country Club
Beckwith Point Beach and Tennis Club
Board of Directors of the Quay Condo
PCC Real Estate, Inc. (A Penn Central Co.)
Pepsico.
Store 24
Wakefern Foods
The Great Atlantic and Pacific Tea Co.
ShopRite Supermarket Inc.
New York Telephone
Plaza Materials Company
Transpo Industries
Suburban Carting Company
Dunham Paint Company
Landauer Metropolitan Medical
The Chapson Corporation
Robert Martin Rosedale Corporation
Otto Brehm
Neri Bakery
Tork Time Clock
Liberty Lines Bus Company
General Motors
Teledyne, Inc.
Verizon Wireless
Prodigy
Kenneth Cole
Purdue Frederick Company
Rostenberg-Doern Company
Houlihan-Parnes
Strategic Resources Corporation
Flynn Burner
Continental Hosts
Lifetime Fitness Co.
CSX Railroad/CSX Realty Corp.
Spectra Energy/Algonquin Gas
Zipjack Industry
Bertoline Distributors
Cugine Foods
Quick Quality Restaurants
Hudson Valley Resorts
Hudson River Healthcare
Adira at Riverside
Danish Home for the Aged
Energize New York
New York SMSA Ltd. Partnership (Verizon)
New Cingular Wireless PCS (AT&T)
Homeland Towers, LLC
Crown Castle

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
FINANCIAL INSTITUTIONS

Abacus Federal Savings Bank	Eagle Funding
American Savings Bank	Eastchester Savings Bank
America's Christian Credit Union	Eastern Savings Bank
Apple Savings	Educational and Governmental Employees
Anchor Savings Bank	Credit Union
Allstate Appraisal Services	Edison Funding
Algemene Bank of Netherlands	Emigrant Savings Bank
Alliance Bank	Empire Financial Corporation
Alliance Funding	Empbanque Capital Corporation
A-1 Preferred Mortgage	Empire of America
Anchor Equities, Ltd.	Ensign Bank
BNC National Bank	Equity Mortgage
BMC Capital	Equity Stars
Beacon Financial	Exchange Mortgage Corporation
Banco Popular	Express Equity
Bankers Trust Company	Family Financial
Bank of America	The First Boston Corporation
Bank Leumi	FDIC
Bank of New York	First Boston Mortgage Center
Barclay's Bank of New York	First Fidelity
Business Loan Express	First Northern
Carver Federal Savings Bank	First National Mortgage and Finance Co.
The Chase Manhattan Bank, N.A.	First National Bank of North Tarrytown
Chemical Bank	First Union Corporation
Century Capital Corporation	Fleet Bank
Columbia Equities, Ltd.	Florida Capital Management
Consumer Capital Corporation	Four Star Funding
Central Federal Bank	Foremost Funding
Chase Bank	Full Service Funding
Chemical Bank	Gibraltar Money Center
The Chase Manhattan Bank, N.A.	Goldstar Resources
Citibank, N.A.	Goldome
Cititrust	GM Wolkenberg, Inc.
City and Suburban Federal Savings Bank	Green Park Financial
Crossland Savings Bank	Heartland Bank
Comfed Savings Bank	Heritage Funding
Commonwealth Mortgage Company	Holme Capital
Community Mutual Savings Bank	Homeequity
Community Preservation Corporation	Home Funding
Conamero Development Corporation	Home Mortgage
Condo Plus	Home Savings Bank
Consortium Financial	Houlihan Lawrence Financial
Countrywide Funding Corporation	Hudson United Bank
Country Bank	Hudson Valley National Bank
Crossway Capital, Ltd.	IBM Relocation
Customers Bank	Intercounty
Dime Savings Bank	Investors Mortgage
Dollar Dry Dock Savings Bank	
DuPont Mortgage Corporation	

PAUL A. ALFIERI, III, MAI

**APPRAISAL EXPERIENCE
FINANCIAL INSTITUTIONS**

**J P Morgan Chase
Jaguar Capital
Kadillac Funding, Ltd.
Knighthead Funding
LaJolla Bank
Larchmont Federal S & L Association
Lehman Brothers Bank
Love Funding
Mahopac National Bank
Mansfield Mortgage
Marine Midland Bank
Medallion Funding Corporation
Meritor Credit Corporation
Merrill Lynch Mortgage
Merrill Lynch Relocation
Metro Bank
Metropolitan Funding
Metropolis Capital
Midlantic Mortgage Corporation
The Money Store
The Mortgage Center
Mutual Bank
Nazarene Credit Union
National Cooperative Bank
National Westminster Bank U. S. A.
New York Community Bank
New York National Bank
Omega Funding Group
Ocwen
PCSB
People's Mortgage
Peoples Westchester Savings Bank
PMI Mortgage Insurance Company
Preferred Mortgage
Prudential Mortgage Company
Putnam County National Bank**

**Real Estate Recovery, Inc.
Resolution Trust Company
Resource Funding
Roosevelt Savings Bank
Scarsdale National Bank
Seacoast Mortgage
Service First
Signature Bank
Society for Savings
Sound Federal Savings & Loan Association
Statewide Zone Capital Corp.
Tarrytown and North Tarrytown Savings
& Loan Association
TD Bank
Titan Capital
Tompkins Trust
Tremont Federal Savings & Loan Assoc.
UBS Warburg Real Estate
Ulster Saving Bank
Union State Bank
United Northern Federal Savings Bank
USA Bank
U.S. Mortgage
Village Savings Bank
Wachovia Corporation
Washington Federal S & L Association
Welcome Home Realty
Wells Fargo
Westfair Funding Corporation
Westchester Bank
Westchester Federal Savings Bank
Williamsburgh Savings Bank**

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
APPRAISALS OF NOTABLE PROPERTIES

AKZO Property, Lawrence St, Ardsley
CIBA Geigy Property, Greenburgh
Cemetery, Clinton Rd, Bedford
Self Storage, 34 Norm Av, Bedford
Supermarket, 747 S Bedford Rd, Bedford
Readers Digest HQ Property, Chappaqua
Gas Pipeline Easement/Rental, Cortland
Sewer Plant, Cortlandt/Croton
Dockominiums, Half Moon Bay, Croton
Village Hall, 1 Van Wyck St, Croton
Former Brewery, 145 Palisade Av, Dobbs Ferry
AKZO Property, Danforth Av, Dobbs Ferry
Motel, 22 Tarrytown Rd, Greenburgh
Motel 290 Tarrytown Rd, Elmsford
Police/Court Bldg, 188 Tarrytown Rd, Greenburgh
Town Hall, 177 Hillside Av, Greenburgh
Library, Tarrytown & Knollwood Rd, Greenburgh
Church, 2102 Saw Mill River Rd, Greenburgh
Midway Shopping Ctr, Central Prk Av, Greenburgh
Greenville Shopping Ctr, Central Prk, Greenburgh
Con Ed Transmission Lines, Greenburgh
Office/Lab, Landmark at Eastview, Greenburgh
Hotel, 670 White Plains Rd, Greenburgh
Subdivision, W Hartsdale Av, Hartsdale
Newspaper Property, 1 Gannett Dr, Harrison
Subdivision, 2025 Westchester Av, Harrison
Hotel, 80 W Red Oak Ln, Harrison
Willow Ridge Country Club, 123 North St, Harrison
Pepsico HQ, 700 Anderson Hill Rd, Harrison
Andrus Retirement Community, Hastings
Waterfront Industrial, River St, Hastings
Hotel, 18 24 Saw Mill River Rd, Hawthorne
School, Bradhurst Av, Hawthorne
Subdivision, S Broadway, Irvington
Subdivision, Mulligan Ln, Irvington
Waterfront Industrial, Irvington
Larchmont Yacht Club, Larchmont
McMichael Boat Yard, Mamaroneck
Nichols Boatyard, Mamaroneck
Mamaroneck Boat & Motor, Mamaroneck
Mamaroneck Beach & Yacht Club, Mamaroneck
St Johns Church, Cortlandt Av, Mamaroneck
Badger Swim Club, Rockland Av, Mamaroneck
Derektors Ship Yard, Mamaroneck
Church, 19 10th Av, Mt Vernon
YMCA, 20 S 2nd Av, Mt Vernon
Church, 52 S 6th Av, Mt Vernon
Synagogue, Crary Av, Mt Vernon
Supermarket, 960 Broadway, Thornwood
Glen Island Casino Catering, New Rochelle
Marina, 101 Harbor Ln W, New Rochelle
Auto Dealer Portfolio, New Rochelle
New Rochelle City Yard, Main St, New Rochelle
Wright Island Marina, Drake Av, New Rochelle
Church, Stratton Rd, New Rochelle
Imperial Yacht Club, Davenport Av, New Rochelle

Reservoir, Weaver St, Larchmont/New Rochelle
Neptune Marina, Davenport Av, New Rochelle
YMCA, 540 Weyman Av, New Rochelle
Iona College Dormitory Sites, New Rochelle
Dudleys Marina & Restaurant, New Rochelle
Beckwith Beach Club, New Rochelle
Westerly Marina, Westerly Rd, Ossining
City Development Site, Lower South St, Peekskill
Peekskill Waterfront Properties, Peekskill
Village Development Site, Port Chester
DPW Waterfront, Fox Island Rd, Port Chester
Village Hall, 222 Grace Church St, Port Chester
Police/Court, 350 N Main St, Port Chester
Masonic Temple, 356 Irving Av, Port Chester
United Hospital, 406 Boston Post, Port Chester
Hotel, Rye Town Hilton, Rye Brook
Rye Ridge Shopping Center, Rye Ridge
Office, Rye Ridge Plaza, Rye Brook
Washington Park Plaza SC, S Ridge St, Rye Brook
BOCES, Berkley Dr, Rye Brook
Offices, 1-6 International Dr, Rye Brook
Phelps Hospital, N Broadway, Sleepy Hollow
General Motors Property, Sleepy Hollow
Pepsico Offices, Pepsi Way, Somers
Gas Pipeline Easement/Rental, Somers
YMCA, 62 Main St, Tarrytown
Hackley School, Midland Av, Tarrytown
Hotel, Axe Castle, Tarrytown
Bayer Property, Benedict Av, Tarrytown
Kraft Property, S Broadway, Tarrytown
Halpern Office Portfolio, Tarrytown
Mack Cali Office Portfolio, Tarrytown
Christiana Office, White Plains Rd, Tarrytown
Tappan Zee Bridge, Quay DOT Taking, Tarrytown
Self Storage, 160 Wildey Av, Tarrytown
Self Storage, Depot Plaza, Tarrytown
Washington Irving Boat Club, Tarrytown
Retirement/Nursing, Westchestr Meadows, Valhalla
Trump Tower, City Pl, White Plains
Office, 7 Renaissance Sq, White Plains
Parking Garage, Renaissance Sq, White Plains
Windward School, Windward Av, White Plains
Office, 1 N Broadway, White Plains
Pepe Auto Dealerships, White Plains, New Rochelle
Office, 34 44 S Broadway, White Plains
Pavilion Shopping Ctr, S Broadway, White Plains
Church, 65 Lake St, White Plains
Sears, 100 Main Street, White Plains
Office 140, 150 Grand St, White Plains
Office, 1 N Lexington Av, White Plains
Apartments, Bank St Commons, White Plains
Bloomingdales, Bloomingdale Rd, White Plains
DOT Surplus Land, White Plains
Office, 199 Main St, White Plains
Office, 333 Westchester Av, White Plains
Macys, Martine Av, White Plains

County Courthouse, Grove Rd, White Plains
Schurmacher Nursing Home, White Plains
Office, 1 Lexington Av, White Plains
YMCA, Mamaroneck Av, White Plains
Saks Fifth Ave., Bloomingdale Rd, White Plains
March of Dimes Office, White Plains
Gas Pipeline Easement/Rental, Yorktown
DOT Surplus Land, Crompond Rd, Yorktown
Office, 2649 2651Strang Blvd, Yorktown
Crompond Crossings Shopping Ctr, Yorktown
Self Storage, 2720 Lexington Av, Yorktown
Chicken Island Parcels, Yonkers
Religious/School, Van Cortlandt Park Av, Yonkers
Nursing Home, 304 Palisade Av, Yonkers
Amackassin Club, Palisade Av, Yonkers
CSX Railroad Land, Babcock Av, Yonkers
Consumers Union Office HQ, Truman Av, Yonkers
Ferncliff Manor School, Saw Mill Rvr Rd, Yonkers
Church, 320 Walnut St, Yonkers
Waterfront Development Sites and Land Underwtr
Tara Circle School, Mansion, N Broadway, Yonkers
Church, 77 High St, Yonkers
Easement, Glenwood Av waterfront, Yonkers
DOT Surplus Land, Central Park Av, Yonkers
Church, 306 Rumsey Rd, Yonkers
City Library, 5 Main St, Yonkers
Mitchell Lama Apartments, Riverdale Av, Yonkers
Toys R Us, Central Park Av, Yonkers
Tanglewood Shopping Ctr, Central Prk Av, Yonkers
High Ridge Shopping Ctr, Central Prk Av, Yonkers
Central Plz Shpping Ctr, Central Prk Av, Yonkers

Nichols Boatyard, Hylan Av, Staten Island
Apartment Portfolio, Harlem
Boat Slip/Marina, Nyack
Apartment Portfolio, Spring Valley
Religious School, Rt. 360, Monsey
Senior Housing Site, Stoneleigh Av, Carmel
Office, 60 Merritt Blvd, Fishkill
113 Acre Subdivision, Nichols St, Kent
Hotel, 50 Red Oak Mills Rd, LaGrange
Subdivision, Meadowbrook Ct, Patterson
Hotel, 2170 South Rd, Poughkeepsie
150 Acre Residential/Commercial Site, Putnam Vly
Office/Flex, Myers Corners Rd, Wappinger Falls
Industrial Site, River Rd, New Windsor
53 Acre Senior Housing Site & Lake, New Windsor
Middletown Psychiatric Ctr, Middletown
DOT Surplus Land, Walkill
Shopping Center, Blooming Grove
Two Self Storage Facilities, Monticello
Orange & Rockland Utility, Inc., S. Blooming Grove
311 Acre Site, Rt. 9W and River Rd, Esopus
170 Acre Site, Railroad Av, Ulster
Supermarkets, Hudson

Numerous Cell Tower Site Sale & Rental Analyses

UNIQUE ID NUMBER

46000009780

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control
No.

106049

**PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.**

EFFECTIVE DATE

MO.	DAY	YR.
03	01	18

**ALFIERI PAUL A III
C/O LANE APPRAISALS INC
178 MYRTLE BLVD
LARCHMONT, NY 10538**

EXPIRATION DATE

MO	DAY	YR
02	29	20

**HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER**

In Witness Whereof, The Department of State has caused
its official Seal to be hereunto affixed

**ROSSANA ROSADO
SECRETARY OF STATE**



December 1, 2020

Chairman and
Members of the Planning Board
104 Main Street
Mount Kisco, NY 10549

Re: Homeland Towers, LLC
Proposed installation of a Communications Tower
180 South Bedford Road

Dear Chairman and Members of the Planning Board:

I am a Radio Frequency Engineer specializing in RF design for wireless telecommunication networks. I am employed by V-COMM, L.L.C., a telecommunications engineering firm primarily focused on provided engineering and related business services to network operators in the telecommunications industry as well as municipalities.

I am writing this letter in response to Point 1 Section D in the Memorandum in Opposition submitted by Campanelli & Associates, P.C., titled “*Homeland’s Provided Analysis Regarding its Wireless Coverage is Contradicted by Verizon’s Own Actual Coverage Data.*” The argument made by the Memorandum in Opposition is that Verizon’s website contains coverage maps that show coverage at Homeland’s proposed facility at 180 South Bedford Road. This is incorrect.

There is a documented need for the proposed facility at 180 South Bedford Road as outlined in V-COMM’s RF report titled “NY172 Mount Kisco 4 Site” dated August 17, 2020, and our RF supplemental report titled “NY172 Mount Kisco 4 Site” dated October 28, 2020. These RF reports include highly accurate propagation maps and detailed capacity data. These propagation maps and capacity data are the tools used by qualified RF Engineers to determine whether a site is needed, as well as the design and height required for such a site.

Verizon’s online maps are not intended to, and should not be relied upon for RF system design. They are developed using minimal RF threshold levels that may be subject to variable RF coverage conditions. Verizon’s online maps include a clear disclaimer detailing their limitation for coverage:

These Coverage Locator depictions apply to National Calling Plans. International rates for voice and data will apply.

These maps are not a guarantee of coverage and contain areas of no service, and are

2540 US Highway 130 • Suite 101 • Cranbury, NJ 08512 • (609) 655-1200 • FAX (609) 409-1927
736 Springdale Road • Suite 300 • Exton, PA 19341 • (484) 879-6960 • FAX (484) 879-6963

Engineering Networks for High PerformanceSM

a general prediction of where rates apply based on our internal data. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly near boundaries and in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also affect service and service may vary significantly within buildings. The coverage areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources, and we cannot guarantee its accuracy. Some devices may not be compatible with extended coverage areas depicted in the map.

The maps included in our RF reports accurately demonstrate the existing coverage and service in the area surrounding the proposed facility at 180 South Bedford Road. Our RF reports also includes the capacity data demonstrating how the system is operating in real time and the need to relieve capacity constraints on surrounding sites.

While it is common for the online maps to focus on providing an easy to use interactive online mapping tool to convey Verizon's general coverage capabilities, there is no expectation that the online maps should exactly match the engineering maps as they are being developed for different purposes in front of different audiences with ultimately different goals.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Webster", with a stylized flourish at the end.

Michael Webster
Senior Engineer
V-COMM, L.L.C.

PLANNING BOARD AND
ZONING BOARD OF APPEALS
TOWN/VILLAGE OF MOUNT KISCO

-----X
In the matter of the Application of

HOMELAND TOWERS, LLC and VERIZON WIRELESS

Premises: 180 S. Bedford Road
Mount Kisco, NY 10594

S-B-L: 80.44 – 1 – 1
-----X

**AFFIDAVIT OF MANUEL VICENTE IN SUPPORT OF APPLICATIONS FOR
SPECIAL PERMIT, SITE PLAN APPROVAL, STEEP SLOPE PERMIT,
AND APPEAL OF BUILDING INSPECTOR INTERPRETATION, OR IN THE
ALTERNATIVE A REQUEST FOR AREA VARIANCES, BY
HOMELAND TOWERS, LLC AND VERIZON WIRELESS
TO LOCATE A WIRELESS TELECOMMUNICATIONS FACILITY
AT 180 S. BEDFORD ROAD**

I, MANUEL VICENTE, make the following statement under oath and subject to penalty of perjury, and with the full understanding that this statement will be relied upon by the Mount Kisco Planning Board and Zoning Board of Appeals in connection with the above captioned matter:

1. Homeland Towers, LLC ("Homeland Towers") has a valid and binding lease agreement with Scull Island Partners, LLC ("Scull Island Partners") to lease space on its property at 180 S. Bedford Road, Mount Kisco NY ("Property") for the installation of a wireless telecommunications facility ("Facility"). The location on the Property where Homeland Towers has the right to install the Facility is depicted on the Lease Exhibits attached hereto and incorporated herein as Exhibit 1.
2. Homeland Towers has the right to install the Facility on the Property at the location depicted on the attached Lease Exhibits.
3. Homeland Towers does not have the right to install the Facility on any other location on the Property other than in the location depicted on the attached Lease Exhibits.
4. Homeland Towers has requested permission from Skull Island Partners to be able to place the Facility on other locations on the Property and Skull Island Partners refuses to allow the Facility on any other location on the Property other than in the location depicted on the attached Lease Exhibits.
5. Similarly, Homeland Towers has made numerous attempts to place the Facility on other properties, including properties owned by the Village/Town of Mount Kisco.

6. By way of example, on November 8, 2020 Klaus Wimmer of Homeland Towers sent a letter to Edward Brancati, the Village Manager, to confirm yet again that Village-owned properties are not available for the installation of a wireless facility. A copy of the November 8, 2020 letter is attached hereto and incorporated herein as Exhibit 2. I personally spoke with Mr. Brancati and he confirmed that the Village Board will not lease the Village-owned property at Leonard Park or the water tank property, or other properties in the area necessary to remedy the gap in service, for the installation of a wireless facility.

Sworn to under penalty of perjury:



MANUEL VICENTE

President of Homeland Towers, LLC

December 1, 2020

Sworn to before me
this 1st day of December 2020



Notary Public

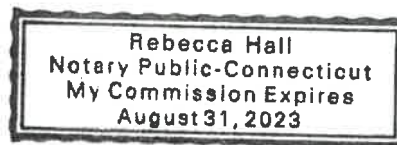


Exhibit 1
Lease Exhibits

Exhibit B1 pages LE-1 to LE-3



APT
ENGINEERING

567 VAUXHAL STREET EXTENSION SUITE 311
WATERFORD, CT 06385
WWW.ALLPOINTSTECH.COM
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: NY283830

LE-1

SCALE: AS NOTED

DRAWN BY: CSH

DATE: 07/27/2020

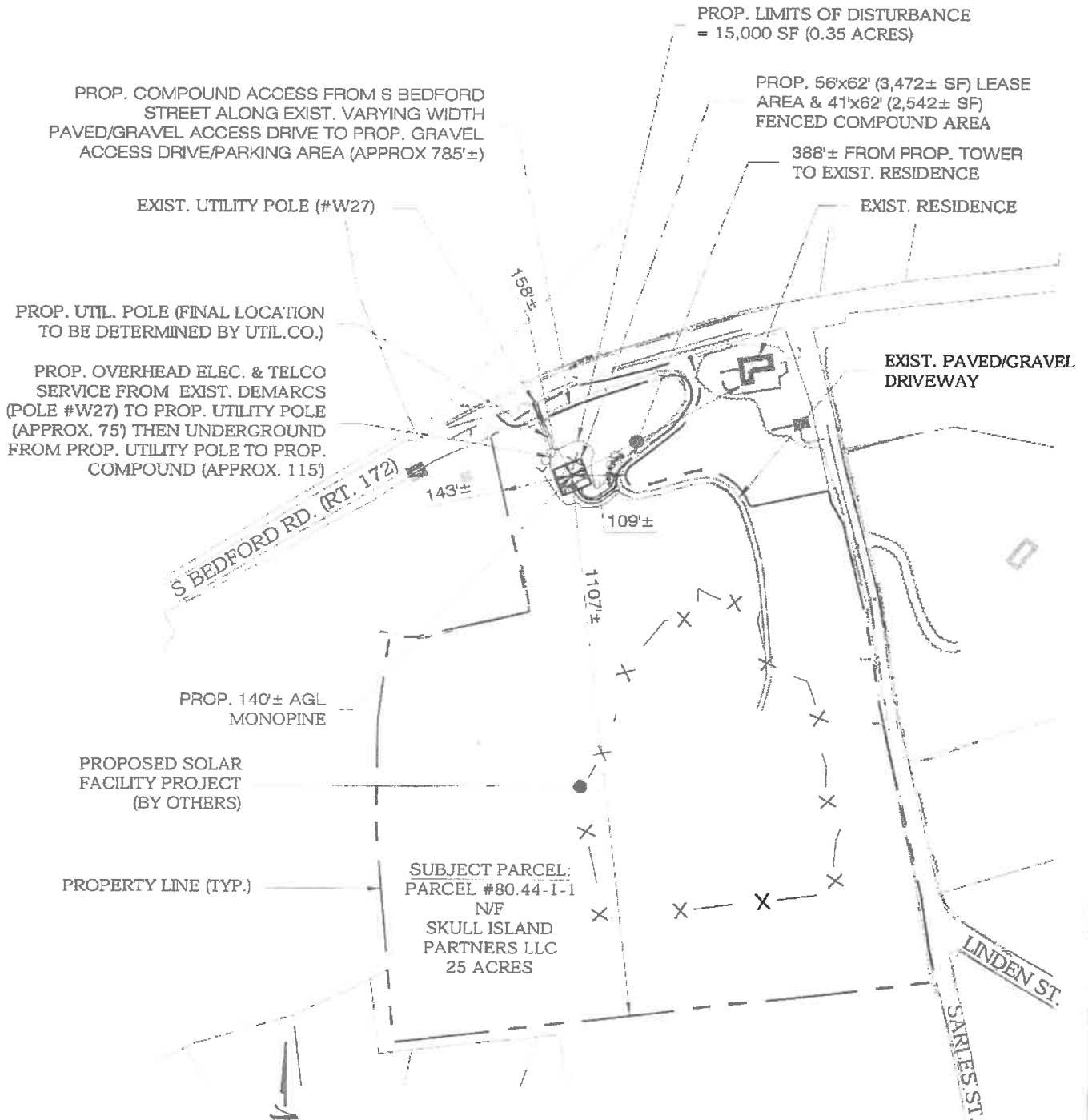
CHECKED BY: RCB



HOMELAND TOWERS, LLC
9 HARMONY STREET
2nd FLOOR
DANBURY, CT 06810

HOMELAND TOWERS:
NY172

MOUNT KISCO
180 S. BEDFORD RD.
MT. KISCO, NY 10594



1 SITE PLAN

LE-1 SCALE: 1" = 300'-0"

-REV1: 08/12/20: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.



**APT
ENGINEERING**

567 VAUXHAL STREET EXTENSION SUITE 311
WATERFORD, CT 06385
WWW.ALLPOINTSTECH.COM

PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: NY283830

LE-2

SCALE: AS NOTED

DRAWN BY: CSH

DATE: 07/27/2020

CHECKED BY: RCB



HOMELAND TOWERS, LLC
9 HARMONY STREET
2nd FLOOR
DANBURY, CT 06810

**HOMELAND TOWERS:
NY172**

**MOUNT KISCO
180 S. BEDFORD RD.
MT. KISCO, NY 10594**

PROP. OVERHEAD ELEC. & TELCO SERVICE FROM
EXIST. DEMARCS (POLE #W27) TO PROP. UTILITY POLE
(APPROX. 75') THEN UNDERGROUND FROM PROP.
UTILITY POLE TO PROP. COMPOUND (APPROX. 115')

PROP. LIMITS OF DISTURBANCE =
15,000 SF (0.35 ACRES)

62'± COMPOUND & LEASE AREA

PROP. 56'X62' (3,472± SF)
LEASE AREA & 41'X62'
(2,542± SF) FENCED
COMPOUND AREA

FUTURE MUNICIPAL EQUIP.
AREA (10' X 10')

PROP. 140'± AGL MONOPINE

PROP. 8' HIGH CHAIN
LINK FENCE (TYP.)

PROP. GRAVEL
COMPOUND SURFACE
TREATMENT (TYP.)

PROP. MESA SPAN VAULT

PROP. STEP DOWN
TRANSFORMER

PROP. MULTIMETER CENTER

PROP. BOLLARD
(TYP. 6 PL) (5' O.C.)

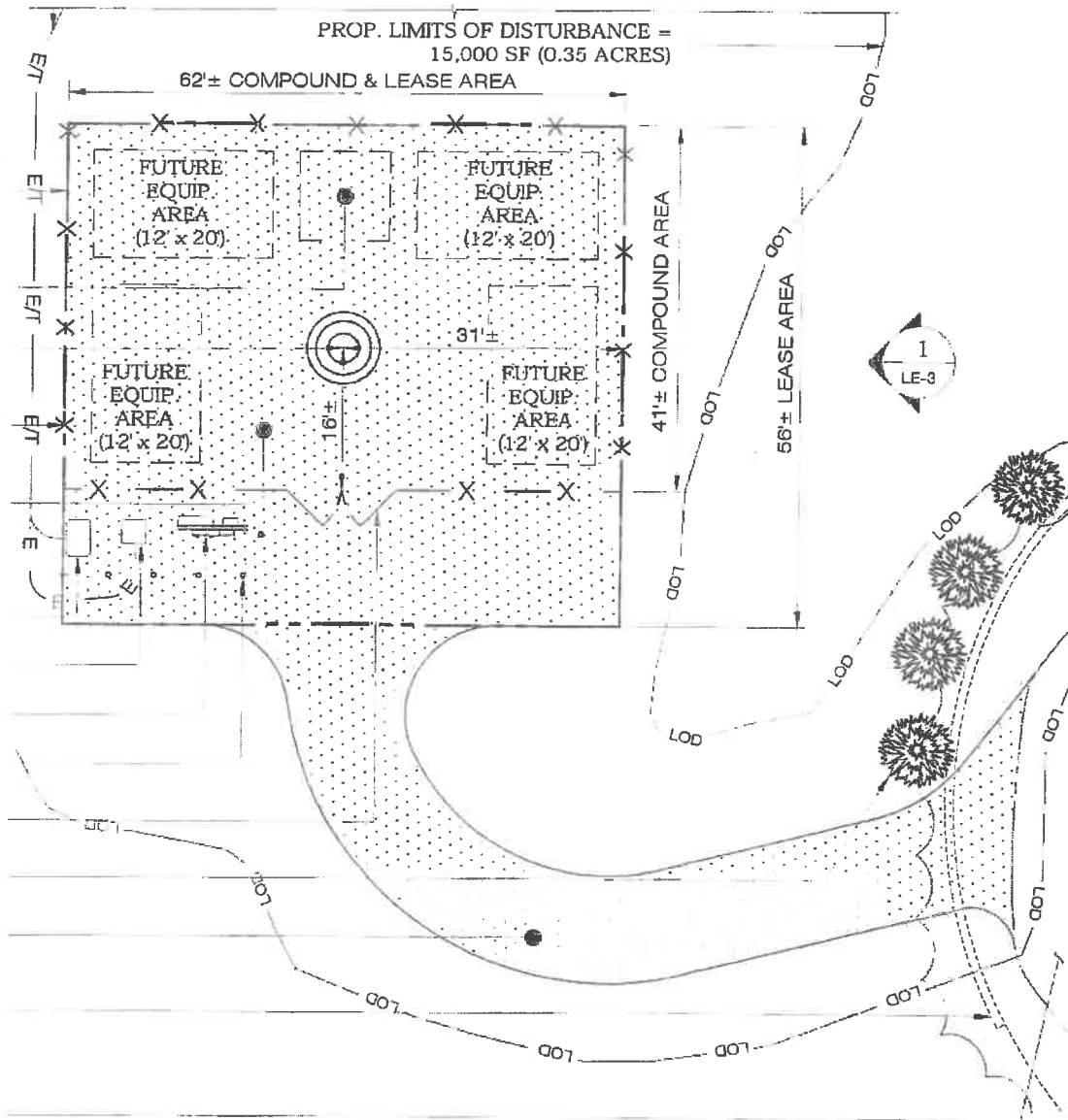
PROP. 12' WIDE
CHAIN LINK GATE

PROP. LANDSCAPING (TYP.)

PROP. GRAVEL
ACCESS/PARKING AREA

FUTURE SOLAR PROJECT
ACCESS DRIVEWAY
IMPROVEMENTS (TYP.)

EXIST. PAVED/GRAVEL
ACCESS DRIVE



1 COMPOUND PLAN

LE-2 SCALE: 1" = 20'-0"

-REV1: 08/12/20: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.



APT
ENGINEERING

567 VAUXHAL STREET EXTENSION SUITE 311
WATERFORD, CT 06385
WWW.ALLPOINTSTECH.COM
PHONE: (860)-663-1697
FAX: (860)-663-0935

APT FILING NUMBER: NY283830

LE-3

SCALE: AS NOTED

DRAWN BY: CSH

DATE: 07/27/2020

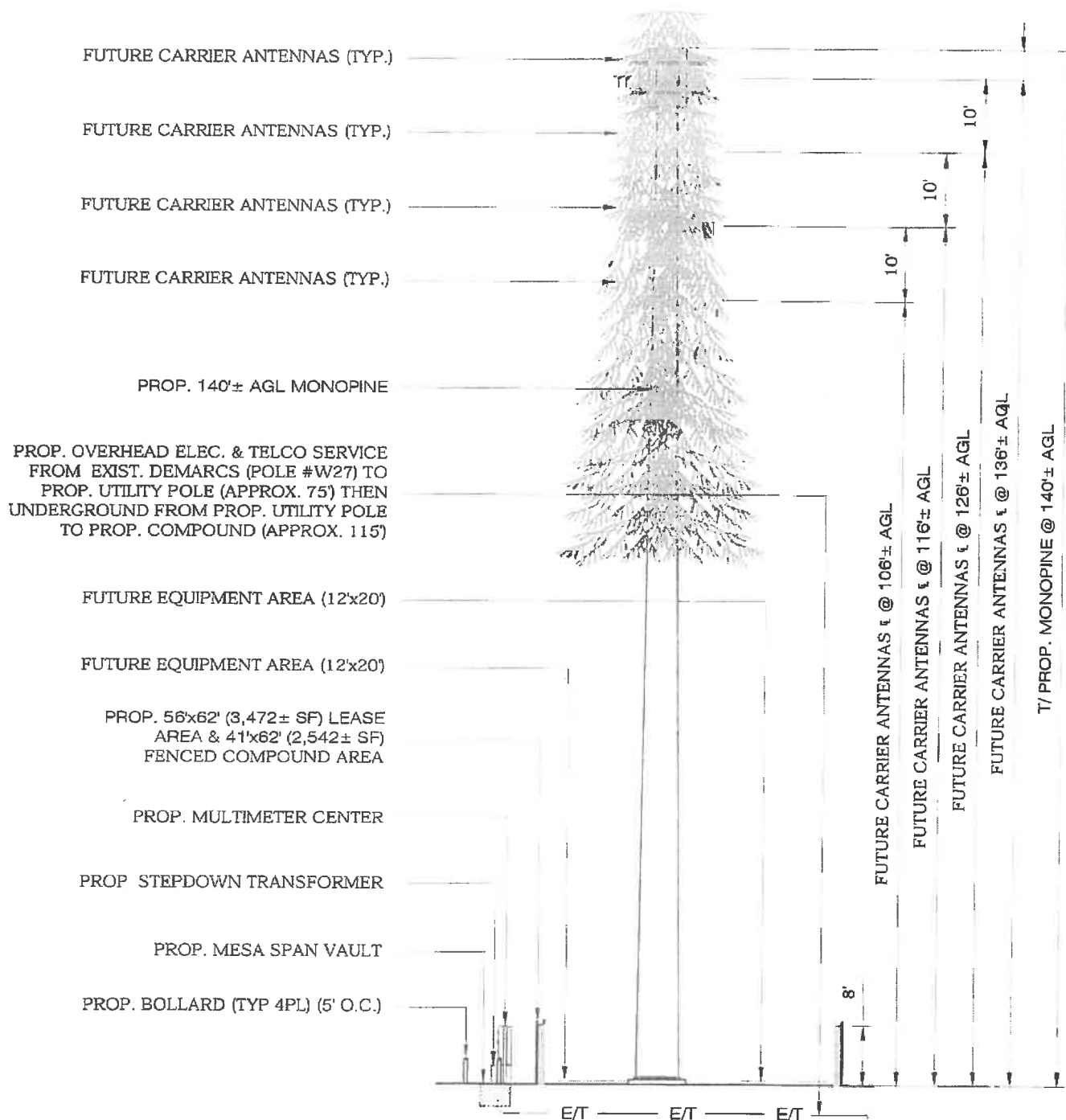
CHECKED BY: RCB



HOMELAND TOWERS, LLC
9 HARMONY STREET
2nd FLOOR
DANBURY, CT 06810

HOMELAND TOWERS:
NY172

MOUNT KISCO
180 S. BEDFORD RD.
MT. KISCO, NY 10894



1 EAST ELEVATION
LE-3 SCALE: 1" = 20'-0"

-REV1: 08/12/20: CLIENT REVISIONS: RCB

NOTE: EXACT LOCATION AND ORIENTATION OF PROPOSED LEASE AREA PENDING SITE SURVEY & FURTHER ENGINEERING REVIEW AND ANALYSIS. PROPOSED UTILITY ROUTING AND R.O.W. EXTENTS TO BE DETERMINED BY LOCAL UTILITY PROVIDERS.

Exhibit 2

November 8, 2020 Village Manager Letter



November 8, 2020

Village of Mount Kisco
Attn: Ed Brancati, Village Manager
104 Main St
Mount Kisco, NY 10594

Re: Homeland Towers / Verizon Wireless
Leonard Park, Main Street, Mount Kisco

Dear Mr. Brancati,

As you are aware Homeland Towers, LLC and Verizon Wireless over the past few years have diligently been working to improve the wireless service in Mount Kisco and in the process have evaluated and proposed to lease various Village owned properties, including Leonard Park.

Unfortunately, the Village Board in a public Meeting on January 28, 2019 decided not to pursue our lease proposals. Also, as you are aware, we have subsequently secured a lease for a wireless facility on a private property and have recently submitted an application for approval of a wireless facility to the Planning Board.

We would like to take this opportunity to follow up with you to confirm that the Village owned properties are still not available and that the Village still has no interested in leasing us property for a wireless facility.

I am looking forward to hear back from you at your earliest convenience and please do not hesitate to contact me with any questions.

Respectfully,


Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC.

AFFIDAVIT OF MAILING

State of New York)
) ss:
County of Westchester)

Liza Gross being duly sworn, deposes and says that she is over twenty-one years of age and works at 94 White Plains Road, Tarrytown, in the State of New York; that she is a paralegal at Snyder & Snyder, LLP, the attorney for Homeland Towers, LLC and Verizon Wireless regarding their application for the installation of a public utility wireless telecommunications facility at 180 South Bedford Road, Village of Mount Kisco, New York. On November 24, 2020 she served notices, a copy of which is attached hereto, upon the following named persons at the addresses set forth, as shown on the attached list, by mailing true copies of the same, enclosed and properly sealed in postpaid envelopes, which she entrusted to the exclusive care and custody of the United States Postal Service within the State of New York.



Liza Gross

Sworn to and subscribed before me
this 12th day of December 2020



NOTARY PUBLIC

David James Kenny
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KE6343903
Qualified in Westchester County
Commission Expires June 20, 2020

24

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 15th day of December 2020 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of Homeland Towers, LLC and Verizon Wireless c/o Snyder & Snyder, LLP 94 White Plains Road, Tarrytown, NY 10591, from the decision of Peter J. Miley, Building Inspector, dated October 6, 2020 including an interpretation of the zoning code that the proposed wireless telecommunications facility at the Property identified as 180 S. Bedford Road, Mount Kisco, NY 10594 and described on the Village Tax Map as Section 80.44 Block 1 Lot 1 requires certain variances. The Property is located on the South side of South Bedford Road in a Conservation Development Zoning District. In the alternative to the Applicants' Appeal of the Building Inspector's Interpretation, application is also being made to obtain a variance from §110-27.1(E)(4) for having a setback of less than 1,600 feet from all residential dwellings where 197 feet is proposed and a variance of 1,403 feet is requested, and relief from height requirement of §110-27.1(E)(3) Code of the Village/Town of Mount Kisco setting a maximum height of 80 feet where 145 feet is proposed and a variance of 65 feet is requested. The area variances are only requested in the alternative to the Applicants' Appeal of the Building Inspector's interpretation that such variance relief is required.

Harold Boxer, Chair
Zoning Board of Appeals
Village/Town of Mount Kisco

Wildlife Preserve Inc.
71 Sarles Street
Mount Kisco, NY 10549

Michael J. and Madlyn Inserra
3 Brentwood Court
Mount Kisco, NY 10549

George Coppola & Ellen Molloy
5 Brentwood Court
Mount Kisco, NY 10549

Maryann M. Tarnok
7 Brentwood Court
Mount Kisco, NY 10549

Frank and Barbara Paccetti
9 Brentwood Court
Mount Kisco, NY 10549

Mt. Kisco Chase HOA Inc.
PO Box 265
Somers, NY 10589

Karan and Pratibha Garewal
6 Brentwood Court
Mount Kisco, NY 10549

Marsh Sanctuary Inc.
71 Sarles Street
Mount Kisco, NY 10549

Anna C. and John G. Pietrobono
2 Sarles Street
Mount Kisco, NY 10549

David M. and Holly Y. Schwartz
10 Brentwood Court
Mount Kisco, NY 10549

Gerard and Beth Ronski
8 Brentwood Court
Mount Kisco, NY 10549

Elizabeth Jacobs
1 Brentwood Court
Mount Kisco, NY 10549

Michael and Carla Bird
35 Tucker Road
Bedford Corners, NY 10549

Marci Stearns & Steven McCormick
25 Tucker Road
Bedford Corners, NY 10549

Town of Bedford
321 Bedford Road
Bedford Hills, NY 10507

Realis Development LLC
356 Manville Road
Pleasantville, NY 10570

Chabad of Bedford Inc.
133 Railroad Avenue
Bedford Hills, NY 10507

Abdelouahab and Nancy El Bouhali
PO Box 667
Bedford Hills, NY 10507

Lawrence and Daisy Lee
43 Linden Lane
Bedford Corners, NY 10549

Rosemarie A. Maiorano
& Valeri Hedges
69 Linden Lane
Bedford Corners, NY 10549

Ihor Andrew and
Natalia M. Czernyk
108 Second Avenue
New York, NY 10003

Edward and Harriet Feinberg
701 D. Bedford Road
Bedford Hills, NY 10507

Lisbeth Fumagalli, Town Clerk
Town of Bedford
321 Bedford Road
Bedford Hills, NY 10507



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2.	Gerard and Beth Ronski 8 Brentwood Court Mount Kisco, NY 10549													
3.	Marci Stearns & Steven McCormick 25 Tucker Road Bedford Corners, NY 10549													
4.	Chabad of Bedford Inc. 133 Railroad Avenue Bedford Hills, NY 10507													
5.	Rosemarie A. Maiorano & Valeri Hedges 69 Linden Lane Bedford Corners, NY 10549													
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1.	Lisbeth Fumagalli, Town Clerk Town of Bedford 321 Bedford Road Bedford Hills, NY 10507													
2.	George Coppola & Ellen Molloy 5 Brentwood Court Mount Kisco, NY 10549													
3.	Mt. Kisco Chase HOA Inc. PO Box 265 Somers, NY 10589													
4.	Anna C. and John G. Pietrobono 2 Sables Street Mount Kisco, NY 10549													
5.	Elizabeth Jacobs 1 Brentwood Court Mount Kisco, NY 10549													
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7.														
8.														



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Wildlife Preserve Inc.
71 Sables Street
Mount Kisco, NY 10549

2.

Maryann M. Tarnok
7 Brentwood Court
Mount Kisco, NY 10549

3.

Karan and Praibha Garewal
6 Brentwood Court
Mount Kisco, NY 10549

4.

David M. and Holly Y. Schwartz
10 Brentwood Court
Mount Kisco, NY 10549

6.

Michael and Carla Bird
35 Tucker Road
Bedford Corners, NY 10549

7.

8.

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		<input type="checkbox"/> Insured Mail													
		<input type="checkbox"/> Priority Mail													
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1.	Realis Development LLC 356 Manville Road Pleasantville, NY 10570														
2.	Lawrence and Daisy Lee 43 Linden Lane Bedford Corners, NY 10549														
3.	Edward and Harriet Feinberg 701 D. Bedford Road Bedford Hills, NY 10507														
4.	Michael J. and Madlyn Inserra 3 Brentwood Court Mount Kisco, NY 10549														
5.	Frank and Barbara Paccetti 9 Brentwood Court Mount Kisco, NY 10549														
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Addressee (Name, Street, City, State, & ZIP Code™)

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Handling Charge

Actual Value if Registered

Ins. Value

Sender if COD

Adult Signature Required Fee

Adult Signature Restricted Delivery Fee

Restricted Delivery Fee

Return Receipt Fee

Signature Confirmation Fee

Signature Confirmation Restricted Delivery Fee

Special Handling Fee

1. Town of Bedford
321 Bedford Road
Bedford Hills, NY 10507

2. Abdelouahab and Nancy El Bouhali
PO Box 667
Bedford Hills, NY 10507

3. Ihor Andrew and
Natalia M. Czernyk
108 Second Avenue
New York, NY 10003

4. Total Number of Pieces Listed by Sender

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5. PS Form 3877, January 2017 (Page 1 of 2)

PSN 7530-02-000-9098

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AFFIDAVIT OF PUBLICATION FROM

State of Wisconsin
County of Brown, ss.:

On the 30 day of November in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathleen Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Kathleen Allen being duly sworn says that he/she is the principal clerk of THE JOURNAL NEWS, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, was published in the newspaper area(s) on the date (s) below:

Zone:
Westchester

Run Dates:
11/26/2020

Signature

Sworn to before me, this 30 day of November, 2020

Nancy Heyrman
Notary Public, State of Wisconsin, County of Brown

5.15.23

My commission expires

Legend:

WESTCHESTER:

Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincolnville, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:

Bleauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Slootsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0004480111

NANCY HEYRMAN
Notary Public
State of Wisconsin

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 15th day of December 2020 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of Homeland Towers, LLC and Verizon Wireless c/o Snyder & Snyder, LLP 94 White Plains Road, Tarrytown, NY 10591, from the decision of Peter J. Milley, Building Inspector, dated October 6, 2020 including an interpretation of the zoning code that the proposed wireless telecommunications facility at the Property identified as 180 S. Bedford Road, Mount Kisco, NY 10594 and described on the Village Tax Map as Section 80.44 Block 1 Lot 1 requires certain variances. The Property is located on the South side of South Bedford Road in a Conservation Development Zoning District. In the alternative to the Applicants' Appeal of the Building Inspector's Interpretation, application is also being made to obtain a variance from §110-27.1(f)(4) for having a setback of less than 1,600 feet from all residential dwellings where 197 feet is proposed and a variance of 1,403 feet is requested; and relief from height requirement of §110-27.1(f)(3) Code of the Village/Town of Mount Kisco setting a maximum height of 80 feet where 145 feet is proposed and a variance of 65 feet is requested. The area variances are only requested in the alternative to the Applicants' Appeal of the Building Inspector's interpretation that such variance relief is required.

Harold Boxer, Chair
Zoning Board of Appeals
Village/Town of Mount Kisco

4480111

LAW OFFICES OF
SNYDER & SNYDER, LLP

94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS

rgaudioso@snyderlaw.net

NEW JERSEY OFFICE
ONE GATEWAY CENTER, SUITE 2600
NEWARK, NEW JERSEY 07102
(973) 824-9772
FAX (973) 824-9774

REPLY TO:

TARRYTOWN OFFICE

NEW YORK OFFICE
445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
FAX (212) 932-2693

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

December 7, 2020

Honorable Chairman Harold Boxer
and Members of the Zoning Board of Appeals
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Re: 180 S. Bedford Road
Public Utility Wireless Telecommunications Facility
Homeland Towers, LLC

Honorable Chairman and
Members of the Zoning Board of Appeals:

As you are aware, we are the attorneys for Homeland Towers, LLC ("Homeland Towers") and Verizon Wireless (together "Applicants") in connection with their enclosed application to place a public utility wireless telecommunications facility ("Facility") at the above referenced property ("Property").

Enclosed, please find 10 copies of the following materials:

- 1) Setback Analysis Report prepared by Klaus Wimmer of Homeland Towers, dated December 3, 2020, that demonstrates that the Zoning Code's listed setbacks to residential dwellings are prohibitory and cannot be met even at the 80-foot height discussed in the code. "Accordingly, the proposed variances are necessary to allow the applicants to remedy a significant gap in federally licensed personal wireless services and the proposed site location is the least intrusive means to do so. Without the variances requested, there would be a prohibition of service."; and
- 2) Letter from Village Manager dated December 2, 2020 stating that "there is no interest by the Village Board to lease a portion of either of the two previously discussed Village owned properties [including Leonard Park] for the installation of a wireless facility."

We thank you for your consideration, and look forward to discussing this matter with the Zoning Board of Appeals at the public hearing on December 15, 2020. If you have any questions or require any additional documentation, please do not hesitate to contact me at 914-333-0700.

Snyder & Snyder, LLP

By: 
Robert D. Gaudioso

RDG/djk

Enclosures

cc: Planning Board (14 copies)

Applicants

Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\Mount Kisco\NY172\ZBA Letter 12.7.20 (Setback Analysis).rtf



December 3, 2020

Honorable Chairman Boxer and
Members of the Zoning Board
Village of Mount Kisco
104 Main St
Mount Kisco, NY 10549

RE: Setback Analysis Report

Hon. Chairman Boxer and Members of the Zoning Board:

I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy Verizon Wireless' significant gap in reliable wireless service throughout this area of Mount Kisco specifically in this area of downtown Mount Kisco, Route 117 and along Route 172 and adjoining commercial and residential areas (the "Coverage Area").

I have prepared this report to facilitate a visualization of the setback requirements to residences under the zoning code for a Personal Wireless Service Facility ("PWSF") located outside the "Personal Wireless Service Facility Overlay District" and to analyze the siting opportunities in compliance to the zoning code and also provide wireless service to the Coverage Area. As you may recall, we believe the setback requirements do not apply and have asked for an interpretation to that effect. In the alternative we are seeking any necessary variances.

Irrespective of other siting limitations or code requirements, like landlord unavailability, lot size or underlying zoning district, for the purpose of this analysis the code identifies two relevant requirements, namely height and setback to residential dwellings.

The zoning code in § 110-27 E. (3) states: *Maximum height. Unless the FCC promulgates rules to the contrary or the applicant demonstrates to the satisfaction of the board granting the special permit that a greater height is necessary, the maximum height for a tower or monopole shall be 80 feet above ground level or the minimum height necessary to provide service to locations which the applicant is not able to serve with existing facilities within and outside the Village, whichever is less.*

The zoning code in § 110-27 E. (5) states: *Setbacks. Unless the FCC promulgates rules to the contrary, all personal wireless service facilities shall be separated from all residential dwellings by a distance of no less than 500 feet. In no case shall a setback be less than 20 feet or the minimum setback required by the underlying zoning district, whichever is greater. The setback shall increase 100 feet for each 10 feet that the personal wireless service facility exceeds the maximum height set*



forth in the underlying zoning district. Setbacks from towers or monopoles shall be measured from the base of the structure.

For the purposes of this report I am using the closest residential dwellings and sample other locations in the Coverage Area as detailed below, only to demonstrate the siting constraints the code required setback imposes.

The sample site locations are as follows:

1. 2 Sarles St, Mt Kisco
2. 114 S Bedford Rd, Mt Kisco
3. 1 Brentwood Ct, Mt Kisco
4. 9 Brentwood Ct, Mt Kisco
5. Laurel Dr, Mt Kisco
6. Woodcrest Ln, Mt Kisco
7. 15 Rolling Ridge Ct, Mt Kisco
8. 3 Carlton Dr, Mt Kisco

As the code has different underlying maximum height limits according to the zoning district that effect the tower setback, I have prepared the following setback table for an 80' and 145' tower:

Zoning District	max Height limit	min setback to Residence	80' Tower setback	145' Tower setback
PD	25'	500'	1,050'	1,700'
CD	35'	500'	950'	1,600'
OG	40'	500'	900'	1,550'
PRD	35'	500'	950'	1,600'
RM	35'	500'	950'	1,600'

First, I want to show the siting limitation using a hypothetical 80 ft tower as that is the height that is permitted under the code without any finding by the Planning Board and the respective setbacks required shown as green circles in Exhibit A below. As is shown in Exhibit A, a code setback compliant site would have to be located outside the green circles envelope and could not be located in the Coverage Area where it is required based on lot availability. (Please refer to the RF report prepared by V-Comm Telecommunications Engineering regarding the required tower height and site location).

Second, I want to show the siting limitation of a 145' tower and the respective setbacks required shown as red circles in Exhibit B below. As is shown in Exhibit B, a code setback compliant site would have to be located outside the red circles envelope, could not be located in the Coverage Area and would have to be located even further away from the required Coverage Area where it is



required. (Please refer to the RF report prepared by V-Comm Telecommunications Engineering regarding the required tower height and site location).

Please note that if all residences were included in these Exhibits, the area that does not meet the setback would be even larger and much denser. Even using just the 8 sample residences demonstrates that the setback is impossible to meet for the proposed Facility at any location that would provide the necessary service.

Conclusion: The Exhibits and maps demonstrate that the residential setbacks are prohibitory and cannot be met even at the 80 ft allowed tower height at any available lot location. In fact, at the necessary proposed Facility height required for the Facility to provide coverage for the service gap as demonstrated by the V-Comm Telecommunications Engineering report, the setback would universally prohibit the location of the Facility without all necessary variances. Accordingly, we have chosen the only location that is available to remedy the gap in service and such location is in a low-density area, on 25 acres and not visible from the vast majority of surrounding areas given its strategic placement on the north side of the hill, and well below the top of the ridgeline to the south. Please see the Saratoga Visual Assessment Report. Accordingly, the proposed variances are necessary to allow the applicants to remedy a significant gap in federally licensed personal wireless services and the proposed site location is the least intrusive means to do so. Without the variances requested, there would be a prohibition of service.

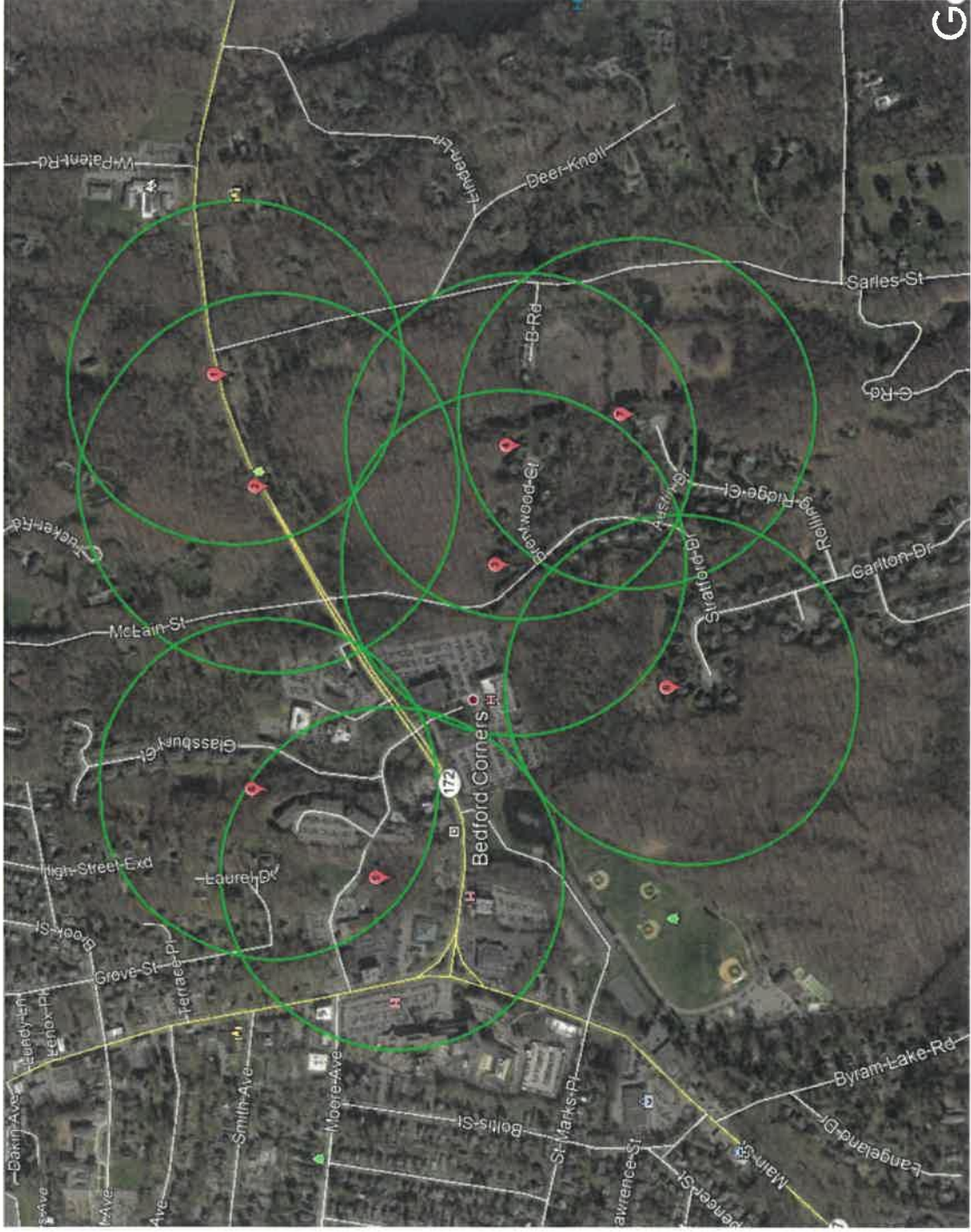
Respectfully

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC

cc: Planning Board

EXHIBIT A



G

EXHIBIT B



MAYOR

Gina D. Picinich

VILLAGE TRUSTEES

Jean M. Farber
DEPUTY MAYOR

Peter F. Grunthal
Karen B. Schleimer
David J. Squirrel



VILLAGE MANAGER

Edward W. Brancati

ASSISTANT

VILLAGE MANAGER

Kenneth L. Famulare

VILLAGE/TOWN OF MOUNT KISCO

WESTCHESTER COUNTY, NEW YORK

104 Main Street, Mount Kisco, NY 10549-0150
Tel (914) 241-0500 • Fax (914) 241-9018
www.mountkisco.ny.gov

December 2, 2020

Mr. Klaus Wimmer
Regional Manager
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Dear Mr. Wimmer:

I am in receipt of your letter dated November 8, 2020 regarding the availability of Village owned properties, including Leonard Park, for a wireless facility, and would like to take this opportunity to respond.

As stated in your letter, the Village Board at their meeting of January 28, 2019, after considerable review that included numerous public meetings and hearings on the topic, decided not to pursue the proposals presented by Homeland Towers, LLC at that time for a wireless facility at either of two different Village owned properties. In response to recent events and your letter, the Village Board was asked if they were willing to reconsider either of the two Village owned properties for a wireless facility as previously proposed by Homeland Towers, LLC in 2018.

At this time, there is no interest by the Village Board to lease a portion of either of the two previously discussed Village owned properties for the installation of a wireless facility. If you have any questions or need any additional information, please do not hesitate to either call me at (914) 864-0001 or email me at ebrancati@mountkisco.ny.gov.

Sincerely,

Edward W. Brancati
Village Manager

LAW OFFICES OF
SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591

NEW YORK OFFICE
445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
FAX (212) 932-2693

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

(914) 333-0700
FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS
rgaudioso@snyderlaw.net

NEW JERSEY OFFICE
ONE GATEWAY CENTER, SUITE 2600
NEWARK, NEW JERSEY 07102
(973) 824-9772
FAX (973) 824-9774

REPLY TO:
TARRYTOWN OFFICE

December 29, 2020

Honorable Chairman Harold Boxer
and Members of the Zoning Board of Appeals
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Re: 180 S. Bedford Road
Public Utility Wireless Telecommunications Facility
Homeland Towers, LLC & Verizon Wireless

Honorable Chairman and
Members of the Zoning Board of Appeals:

As you are aware, we are the attorneys for Homeland Towers, LLC ("Homeland Towers") and Verizon Wireless (together "Applicants") in connection with their application to place a public utility wireless telecommunications facility ("Facility") at the above referenced property ("Property").

In response to comments received enclosed please find 10 copies of the following documents:

- 1) Copy of Building Inspector's Memo dated October 6, 2020;
- 2) Copy of 2019 Special Permit Approval Resolution for the wireless facility on Village Property (Mountain Avenue), demonstrating that no waivers were granted and no Monroe Balancing test was conducted, but rather that the facility on Village property was approved by special permit upon demonstrating compliance only with the criteria set forth in §110-27.1(H);
- 3) Revised Steep Slope Letter, clarifying the amount of disturbance within the steep slope area as a result of additional space provided for fire apparatuses;
- 4) Revised Drainage Report, clarifying the number of trees removed and amount of disturbance;

- 5) Removal Agreement Letter. Although not required by the Village Code, Homeland Towers offers to accept as a condition of approval to remove the Facility within 1 year in the event the use of the Facility should fully cease, and will provide a \$25,000.00 removal bond to ensure such removal;
- 6) Master Plan Compliance Letter, demonstrating the Facility's compliance with the Village's 2019 Master Plan;
- 7) AT&T¹ Letter in Support of Application;
- 8) Letter from Klaus Wimmer, dated December 28, 2020, regarding Hospital site visit and confirming that a facility at the Hospital would not eliminate the need for the proposed Facility;
- 9) Revised Visual Resource Assessment;
- 10) Visual Resource Assessment of Alternative Tennis Court Location;
- 11) Response Letter from APT Engineering submitted in response to the comment letter from Fire Chief Hughes dated October 6, 2020 and detailing revisions made to Site Plan; and
- 12) Revised Site Plan including the revisions noted in the APT Response Letter.

In response to the request for a copy of the Lease the Applicants offer the following response:

The Village Code does not require Homeland Towers to submit a copy of its lease with the owner of the Property (the "Lease"). There is no language in either Chapter 110, Zoning or Appendix 113, Rules and Procedures of the Zoning Board of Appeals ("ZBA"), that requires an applicant to submit a lease as part of an application for an area variance.

The ZBA Application Checklist states under Checklist Item i) that the applicant must submit "[a] true copy of the filed **deed and/or signed lease or contract** for the use of the subject property." See ZBA Application Checklist. This requirement was satisfied when the Applicants submitted "a true copy of the filed deed" with its ZBA application filed on November

¹ Please note that AT&T is not an Applicant, and this information is provided for informational purposes and to demonstrate AT&T's interest in this site.

4, 2020. Additionally, this checklist provision does not provide the ZBA with the “unbridled discretion to demand the submission of any legal agreement entered into by an applicant.” See Cellular Telephone Company v. Jean Sherlock et al., (Index No. 741-93) (Westchester County, 1993) (copy attached).

In Cellular Telephone Company, the Westchester County Supreme Court held that a land use board may not require the submission of a lease as part of a zoning application. The Court held that “requiring the submission of a redacted copy of the applicant’s lease as a prerequisite to [zoning approval], where there had been full disclosure of the status of the lot and all terms pertinent and necessary for review of site plan factors set forth in [New York State Town Law and the local zoning code], constitutes an improvident exercise of the [land use board’s] review powers and renders a denial of the application upon the applicant’s refusal to comply arbitrary and capricious.” Cellular Telephone Company, at p. 17. We therefore respectfully submit that the ZBA does not have the legal authority to require the Applicants to submit a copy of the Lease, because the Applicants have made all relevant disclosures.

The Applicants submitted a Memorandum of Lease and proof of its recording with the Westchester County Clerk with its application. The submission of a Memorandum of Lease is sufficient proof of the Homeland Towers’ legal status as lessee. See Cellular Telephone Company, at p. 7. (“The short form lease memoranda executed by petitioner and the owner of the lot constitutes sufficient proof of the petitioner’s status as tenant.”)

Moreover, in response to the ZBA’s specific question of whether the Lease restricts the location of the Facility on the Property, Homeland Towers submitted a sworn affidavit attesting to the fact that the Lease only provides Homeland Towers with the right to install the Facility in the area depicted in the application. In addition, by letter dated October 13, 2020 the Property owner confirmed that there were no other locations on the Property available for the Facility.

Ultimately the ZBA’s focused question regarding potential alternate locations on the Property for the Facility has been asked and answered. If the ZBA has additional questions regarding specific lease rights of the Applicants that relate to the ZBA’s zoning review, Homeland Towers may provide additional sworn statements or responses as necessary. However, the ZBA cannot be permitted to conduct “a fishing expedition” into matters not relevant to the zoning review. See Cellular Telephone Company, at p. 14.

In furtherance of the Applicants’ Appeal of the Building Inspector’s Interpretation and in response to comments that the facility on Village Property (1 Mountain Avenue) was approved through a Monroe Balancing test or special waiver of requirements for Village Property the Applicants offer the following responses:

As noted in the application, the Applicants are appealing the Building Inspector's Interpretation that variances are required for relief from the height and setback requirements set by §§110-27.1(E)(3) and 110-27.1(E)(5) for wireless facilities in the Village's Personal Wireless Service Facilities Overlay District ("Overlay District"). The Applicants have appealed the Building Inspector's Interpretation because the Facility is located outside of the Overlay District and §110-27.1(H) sets different criteria for "special permits for sites outside the [Overlay District]."

In support of the Applicants' argument that the height and setback requirements for wireless facilities in the Overlay District do not apply to the Facility located outside the Overlay District, the Applicants respectfully refer the Board to the Village's 2019 approvals for the wireless facility on Village property at 1 Mountain Avenue. The Village already determined that the Overlay District requirements do not apply to facilities located outside of the Overlay District when the Village issued the 2019 approvals for the wireless facility on Village property. In response to this point there have been comments made suggesting that the facility on Village property was approved by a Monroe Balancing Test, or that a special exemption or waivers were granted for being on Village property. This is factually incorrect as the facility on Village property was not exempt from zoning, no waivers were granted, and there was no Monroe Balancing Test conducted.

As evidenced by the June 17, 2019 Village Board Special Permit Approval Resolution and Meeting Minutes for the facility on Village Property ("2019 Special Permit Resolution"), the Village Board did not conduct a Monroe Balancing test and did not grant any waivers of zoning requirements or mention a special exemption for Village Property. See 2019 Special Permit Resolution, copy attached.² Instead, the Village Board approved a special permit for the facility because of compliance with §110-27.1(H).

Whereas the subject property is located outside of the PWSF Overlay District, site plan approval is required from the Planning Board and a Special Use Permit is required by the Village Board of Trustees; and Whereas reference is made to a letter prepared by the Village Attorney, dated May 20, 2019, which outlines his interpretation and the application of Section 110-27.1... Whereas the Village Board of Trustees has applies (sic) and evaluated the application material referenced above in the context of the requisite standards set forth in Village Code §110-27.1 H (Special

² Another point of interest from the 2019 Special Permit Resolution is that the Village Board noted there is a known lack of reliable coverage for Verizon along Rt. 172, which is the area of proposed coverage for the Applicants' Facility. "Trustee Schleimer stated...we were looking at putting in cell towers in other areas of the Village, we did an informal survey to find out where the gaps were, and the feedback that she received was that the lack of service or gap was on the Rt. 172 corridor for Verizon." 2019 Special Permit Resolution, p. 3.

Permits for Sites Outside the Personal Wireless Service Facilities Overlay District).

There was no need to grant any waivers, or conduct a Monroe Balancing test because the Village Board found that the facility met all four criteria listed in §110-27.1(H).

In support of the Village Board's decision, the 2019 Special Permit Resolution specifically references the Village Attorney's letter dated May 20, 2019 ("Village Attorney Memo"). The Village Attorney Memo states the following:

the local law states that applications exempted by § 110-27.1 H do not have to comply or be 'in accordance with the criteria set forth in this section [§ 110-27.1] and in § 110-46 of the Zoning Law.' In fact, § 110-27.1 H sets forth a completely different set of criteria by which to evaluate such applications. [§ 110-27.1 H(1)-(4)]... Accordingly, if the applicant's RF Engineer submits documentation to sufficiently establish to the Board of Trustees' satisfaction that the four (4) criteria set forth above have been met, then the special permit application shall be deemed exempt from the other provisions of §§ 110-27.1 and 110-46.

As the applicants for the facility on Village property demonstrated compliance with §110-27.1(H), there was no need to comply with "the other provisions of §§ 110-27.1 and 110-46." Therefore "the other provisions of §§110-27.1 and 110-46" do not apply to the proposed Facility because the Applicants have demonstrated compliance with the criteria listed in §110-27.1(H).

Please also note that the Village Code does not exempt Village properties from zoning. In fact, §110-27.1(H) clearly states that "[p]ersonal wireless service facilities at sites outside the Personal Wireless Service Facilities Overlay District shall require a special permit from the Village Board if the site is located on Village-owned property." Additionally, the Planning Board issued Site Plan approval on June 11, 2019, evidencing its zoning jurisdiction over Village property. Moreover, the Village Attorney Memo specifically states that "zoning regulations do still apply, as evidenced by the fact that the Planning Board still possesses site plan review authority."

The 2019 Special Permit Resolution, and the Village Attorney Memo referenced therein, clearly evidence that the setback and height requirements for facilities in the Overlay District do not apply to facilities located outside of the Overlay District. Therefore, the Applicants cannot be required to obtain area variances for relief from §§110-27.1(E)(3) and 110-27.1(E)(5) of the Zoning Code.

It must also be noted that the Telecommunications Act prohibits local municipalities from “unreasonably discriminat[ing] among providers of functionally equivalent services.” 47 USC §332(c)(7)(B)(i)(I). As the above interpretation was afforded for a competing tower operator and T-Mobile, a competing FCC licensed wireless carrier, the same interpretation must be afforded to the Applicants. If the Village refuses to issue the same interpretation for the Applicants, and requires variances that were not required for T-Mobile or other similar applicants, the Village will be unfairly discriminating against the Applicants in violation of the Telecommunications Act. See 47 USC §332(c)(7)(B)(i)(I). See also, Omnipoint Communications, Inc. v. Common Council of City of Peekskill, 202 F.Supp.2d 210, 226 (SDNY 2002) (“[b]y making Omnipoint comply with numerous unprecedented conditional requests, and by providing a ‘fast-track’ application process to other service providers who chose to rent space from the municipality, the Common Council unreasonably discriminated against Omnipoint. I grant summary judgment to plaintiff on this claim.”) See also, Matter of Knight v. Amelkin, 68 N.Y.2d. 975, 977 (1986) (“[a] decision of [a zoning board] which neither adheres to its own prior precedent nor indicates its reason for reaching a different result on essentially the same facts is arbitrary and capricious.”)

We thank you for your consideration, and look forward to discussing this matter with the Zoning Board of Appeals at the public hearing on January 19, 2021. If you have any questions or require any additional documentation, please do not hesitate to contact me at 914-333-0700.

Snyder & Snyder, LLP

By: 
Robert D. Gaudio

RDG/djk

Enclosures

cc: Planning Board (14 copies)

Applicants

Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\Mount Kisco\NY172\ZBA Letter 12.21.20 (Response to Comments).rtf

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----x
CELLULAR TELEPHONE COMPANY d/b/a
CELLULAR ONE,

FILED
AND
ENTERED
ON June 25 1993
WESTCHESTER
COUNTY CLERK

Petitioner,

DECISION AND ORDER
Index No. 741-93

For a Judgment under Article 78 of
the Civil Practice Laws and Rules

- against -

JEAN SHERLOCK, DENNIS McNAMARA, ROBERT
BESHAR, ROSALIE MENEGAS, HAMILTON
McLEAN, FEDORA DeLUCIA AND RICHARD
NICHOLSON constituting the Town of
Somers Planning Board.

Respondents.

-----x
MURPHY, J.

In this C.P.L.R. Article 78 proceeding, petitioner Cellular Telephone Company requests an order, (1) vacating a resolution of respondent Planning Board of the Town of Somers, dated December 14, 1992, denying its applications for an amendment to an approved site plan for a utility lot within the Heritage Hills Designed Residential Development district and for a steep slope disturbance permit; and (2) granting the respective applications.

Upon a review of this record, the petition is granted to the extent that the resolution, dated December 14 of 1992, is vacated; the application to amend the site plan for the utility lot at Heritage Hills of Westchester for the purpose of constructing a 75 foot monopole with a 14' by 28'

one story, unmanned equipment building is remitted to the Planning Board for approval and the imposition of reasonable conditions consistent herewith; and the steep slope application for a disturbance permit is remitted to the Planning Board for de novo review.

Petitioner, Cellular Telephone Co. d/b/a Cellular One, is a public utility that provides a useful public service - cellular communications (see Cellular Telephone Co. v. Rosenberg, AD2d, 591 NYS2d 526; Matter of Payne v. Taylor, 178 AD2d 979). In January of 1992, petitioner submitted an application to amend an approved site plan for a utility lot at Heritage Hills of Westchester (Heritage Hills) for the purpose of constructing a cellular communications facility, pursuant to a lease agreement with Heritage Hills of Westchester Limited Partnership - the owner of the lot. The cellular communications facility would consist of a 75 foot high monopole and a 14' by 23' one story, unmanned equipment building. The utility lot presently contains a water tank, a 75 foot lattice tower, an abandoned 45 foot lattice tower, satellite dishes and a small utility building. Petitioner proposed removing the 45' lattice tower and replacing it with a 75' monopole. The existing 75 foot lattice tower which contains cable TV facilities would remain.

Heritage Hills is located within a Designed

Residential Development district in the Town of Somers. Pursuant to section 170-12(c)(8) of the Zoning Ordinance of the Town of Somers, "water supply, sewage and other utility systems servicing the designed residential development" is a permitted use in such a district.

Petitioner's initial application for site plan amendment was denied on February 26, 1992, predicated upon the Planning Board's opinion that the proposed cellular communication facility was not a permitted use in a designed residential development district ("DRD district"). A prior Article 78 proceeding commenced by petitioner to, inter alia, review and set aside that denial was settled when the Zoning Board of Appeals rendered a contrary, superceding determination on June 29, 1992. The Zoning Board of Appeals concluded that petitioner's application was a permitted use under section 170.12(c)(8) of the Zoning Ordinance, noting: "the primary service area being that of the Heritage Hills DRD". In rendering this determination, a review of the minutes of the public hearing and the memorandum of law in support of the application submitted by petitioner to the Zoning Board of Appeals discloses that the latter was cognizant of the dimensions of the proposed facility, including a 75' monopole; the benefits that would accrue to Heritage Hills from the proposed service, especially regarding emergency medical service; the area to be serviced

had a 3 mile radius from the monopole, which exceeded the boundaries of Heritage Hills; and that the population density in the proposed service area was greatest in Heritage Hills.

On July 8, 1992, petitioner's application for site plan amendment was reconsidered by the Planning Board and several public hearings were conducted. Pursuant to a suggestion by the Director of Planning, the petitioner alternatively submitted a revised site plan to remove both existing lattice towers and to construct one 75' tower capable of being simultaneously used by both petitioner and the cable TV company. Regarding either the monopole or the lattice tower proposal, the evidence adduced at the public hearings established the following:

- 1) The facility posed no potential hazards to the safety, health or welfare of the community as the maximum level of radio frequency energy to which the public may be exposed will meet all applicable health and safety limits;
- 2) The facility provided a large safety margin in terms of generally accepted radiation guidelines for radio frequency radiation;
- 3) The visual impact of either proposal was not significant, (albeit the monopole was preferred by a consensus of the Board), due to the layout, existing terrain, surrounding buffer trees, the material and color of the structure would blend in with the sky and the fact the site currently contains a comparable 75' tower;
- 4) According to the Building Inspector, all structures located on the subject utility lot are in compliance with local rules and regulations;

- 5) A 75 ft. high tower/monopole was the appropriate height and design for the proposed service area, as confirmed by the Board's independent technical consultant (Joseph Rossi);
- 6) The proposed facility warranted a negative declaration under SEQRA, since it would cause no adverse environmental impact;
- 7) The unmanned equipment building posed no traffic, parking or access issues;
- 8) Alternative sites for such a tower proved unacceptable for numerous reasons;
- 9) All cables, wires and conduits would be installed underground, that proper access to the site could be had by way of utility easements reserved by Heritage Hills of Westchester Limited Partnership and its assignees, and the location of said easements were disclosed;
- 10) Pursuant to the terms of the lease agreement, the cellular communication facility would be owned and maintained by petitioner, as personal property, with the obligation to dismantle and remove the facility in the event it ceased operations and that space on the lattice tower could not be rented or used by another without the consent of the lessor.

The record is devoid of any concrete evidence that the proposed facility would interfere with radio or television reception, create health or safety risks or impair the value of adjacent properties.

By resolution, dated December 14, 1992, the Planning Board denied the application for site plan amendment on two grounds: (1) the applicant declined to comply with the Board's request for a copy of the lease agreement, redacted as to financial terms, and (2) the size

of the tower/monopole exceeded by a considerable margin the primary service area which the Zoning Board of Appeals referred to in finding the proposal to be a permitted use. The steep slope disturbance permit was denied as moot based upon the denial of the site plan amendment.

Before addressing the claims for relief asserted in the petition, respondent seeks dismissal of the petition based upon numerous grounds which the Court finds to be without merit. First, the parties' stipulation, discontinuing with prejudice the prior article 78 proceeding to review and vacate the Planning Board's February 26, 1992 denial of petitioner's site plan application, does not bar review of the first and third claim pleaded in the instant petition to review and vacate the Board's December 14, 1992 determination. The instant proceeding is predicated upon a wrong accruing after the stipulation was executed, i.e. the Planning Board's reliance upon the height of the tower and the dimensions of the service area to controvert the Zoning Board of Appeal's June 1992 determination that petitioner's application is a permitted use in the Heritage Hills DRD district. Petitioner agreed to withdraw its prior article 78 proceeding based upon the Planning Board's concession that it was bound by the Zoning Board of Appeals determination that the petitioner's application was a permitted use. After executing the stipulation, the

Planning Board was not free to renege on its concession without impunity.

Second, petitioner, in its capacity as lessee and as an applicant for site plan approval, has standing to bring this article 78 proceeding. Town Law §274-a(3) provides that "any person aggrieved by any decision of the Planning Board" may seek review under C.P.L.R. article 78. In zoning matters, an "aggrieved person" has been construed to include persons other than the fee owner, such as a tenant (see Matter of Emm v. Zoning Board of Appeals of the Town of Salina, 63 NY2d 853; see also, Anderson, American Law of Zoning, [3rd ed], §27.13). The short form lease memoranda executed by petitioner and the owner of the lot constitutes sufficient proof of petitioner's status as tenant.

Third, dismissal is not warranted on the ground of nonjoinder of the fee owner - Heritage Hills of Westchester Limited Partnership. The fee owner of the utility lot was a signatory to the site plan and the steep slope application, and has a duty under the terms of the lease "to cooperate with the tenant and join in any applications for governmental licenses, permits and approvals required or deemed necessary for the proposed use of the leased premises". Heritage Hills of Westchester Limited Partnership was not obligated to participate in or fund the

costs of any litigation. Moreover, the owner's interest is not adverse to that of the petitioner. The fee owner is not a necessary and indispensable party to this proceeding and may seek permission to intervene if it so desires.

Fourth, the Court rejects respondent's contention that so much of the petition as seeks to set aside the denial of the steep slope disturbance permit should be dismissed for petitioner's failure to exhaust its administrative remedies due to the fact the petitioner, pursuant to section 148-9 of the Code of the Town of Somers, may request a rehearing of the application before the Planning Board or file an administrative appeal with the Zoning Board of Appeals. The exhaustion of administrative remedies rule is not applicable when resort to an administrative remedy would be an exercise in futility, as here (see Watergate II Apartments v. Buffalo Sewer Authority, 46 NY2d 52, 57). It is clear from the Planning Board's denial of the permit application and the Town's steep slope avoidance policy that approval of petitioner's site plan application is a condition precedent to obtaining the steep slope disturbance permit. Until the site plan is approved, the pursuit of administrative remedies regarding the denial of petitioner's application for a steep slope disturbance permit would be a futile endeavor.

Turning to the merits of the petitioner's claims

for relief, the first issue is whether the Planning Board's denial of the application for a site plan amendment on the grounds the applicants refused to comply with the Board's request for a redacted copy of their lease agreement was arbitrary, capricious and an abuse of discretion.

Section 144-9 of the Code of the Town of Somers sets forth the required elements of a site plan application. The section reads, in pertinent part:

"A detailed site plan shall include all elements listed herein, except that the Planning Board may waive such elements as it deems to be not pertinent or necessary for the proposed development:

A. Legal data.

xxx

10. Any other legal agreements, documents or information required by the Planning Board."

Pursuant to section 144-9, the Planning Board has the authority to request an applicant to submit legal data, including legal agreements. However, this provision does not give the Planning Board unbridled discretion to demand the submission of any legal agreement entered into by an applicant. Paragraph 10 of subdivision A, must be read in conjunction with the introductory provision of section

144-9, which authorizes the Planning Board to waive elements that are "not pertinent or necessary", and with the scope of the Planning Board's site plan review powers.

A site plan shows the proposed design and layout of the improvements to be placed on the parcel and their relation to existing conditions, such as roads, neighboring land uses, natural features, existing sewers, waterlines, underground utilities, landscaping, means of ingress and egress and other similar features (see Moriarty v. Planning Board of the Village of Sloatsburg, 119 AD2d 188, 190). Town Law §274-a authorizes Town Boards to delegate the power over site plan approval to a Planning Board and include review by the Planning Board of the "arrangement, layout and design of the proposed use of the land", with respect to "parking, means of access, screening, signs, landscaping, architectural features, location and dimensions of buildings, impact of the proposed use and adjacent land uses and such other elements as may reasonably be related to the health, safety and general welfare of the community." Pursuant to this enabling statute, the Town of Somers adopted an ordinance which delegated site plan approval to the Planning Board and provided that in the course of such review the Board shall consider "the public health, safety and welfare of the public in general and of the residents of the proposed development and of the immediate neighborhood

in particular and may prescribe such appropriate conditions and safeguards as may be required in order that the result of its action, to the maximum extent possible, encourage the most appropriate use of the land, taking into account: a) the size, location, height, bulk, appearance, character and suitability of all buildings and facilities; (b) the safety, adequacy and convenience of vehicular pedestrian trafficways, parking and loading areas, access drives and areas related thereto; (c) the topography, landscaping and open space in relation to each other, to pedestrians and to vehicle traffic and to protection of adjacent properties (Code of the Town of Somers section 144-5).

Consequently, section 144-9(A)(10) of the Town Code must be construed as granting the Planning Board the authority to demand an applicant to submit legal agreements that are "necessary and pertinent" to consideration of the specific design and layout factors set forth in Section 274-a of the Town Law and section 144-5 of the Code of the Town of Somers.

The denial of a site plan or a subdivision application because it is incomplete due to an applicant's refusal to submit necessary and relevant information required by the Planning Board in order to perform its statutory review duties, does not render the denial arbitrary and capricious. (See Matter of Reiss v. Keator,

150 AD2d 939 [Planning Board's denial of a subdivision application on grounds it is incomplete due to failure of the applicant to comply with regulations requiring the disclosure of the legal status of the property (i.e., names of its owners and their respective interests) is not arbitrary or illegal]; Kensington Road, Ltd. v. Planning Board of Village of Bronxville, 104 AD2d 854 [Planning Board's denial of petitioner's site plan application as incomplete based on applicant's non-compliance with regulation requiring disclosure of location of present easements and relation of project to surrounding properties and existing building on the plot was not arbitrary and capricious]; see also, Matter of Nichol v. Planning Board of Village of Manlius, 28 AD2d 1077 aff'd 26 NY2d 1032; Matter of AHU Realty Corp. v. Goodwin, 81 AD2d 637 [denial upheld where applicant for subdivision approval failed to submit information, duly demanded by the Planning Board, to enable it to evaluate a proposed drainage system's effectiveness in preventing any runoff caused by improving the property]; Kanaley v. Brennan, 120 AD2d 974 [denial proper upon ground developers failed to submit site development plan with sufficient dimensional information to permit Planning Board to determine that the proposal meets lot size or density requirements]; Novak v. Planning Bd. of Town of LaGrange, 136 AD2d 610 [Court upheld denial of subdivision application

where applicant failed to produce sufficient proof before board to show proper access to lot could be achieved by way of an easement over State lands])). Unlike the aforementioned cases, submission of the petitioner's lease agreement was neither pertinent nor necessary for the respective Planning Board to exercise its site plan review duties.

In this case, the legal status of the lot was fully disclosed to the Planning Board. The application for a site plan amendment was submitted by the owner of the utility lot and the petitioner-lessee, who proposed to construct a cellular communication facility on the lot. The identity of all other parties having an existing interest in the lot and the location of their respective facilities [i.e., a water tower and cable TV tower] were also disclosed to the Board. The petitioner in response to the Planning Board's request for a copy of the lease furnished a "short form lease memoranda", executed by Heritage Hills of Westchester Limited Partnership as lessor and petitioner as lessee, which provided a summary of the lease terms, without disclosure of the financial provisions. In addition, a representative of the owner and petitioner's attorney, who drafted the document, answered all questions asked by the members of the Board regarding said terms, including the fact the petitioner would own and maintain the facility, as personal property.

The Planning Board's conclusory opinion that the memorandum was unsatisfactory is not substantiated by a review of the administrative record. The Planning Board did not identify any site plan issue which necessitated a review of a copy of the lease, redacted as to financial terms. One member's comment that the Planning Board could not determine what is relevant until they reviewed the lease evidences conduct characteristic of a fishing expedition into matters outside the Board's site plan jurisdiction. The minutes of the public hearing and the resolution disclose that the Board's sole concern for reviewing the lease pertained to potential future uses for the lattice tower. In response to a request from the Planning Director, petitioner had submitted an alternative site plan to the Board that provided for the removal of the two existing towers on the utility lot and the installation of one 75' tower to be used for a cable TV receiving antenna and for facilitating the supply of cellular telephone service. In response to the Board's questions, the applicants candidly explained that the lease did not preclude petitioner from renting space on the lattice tower to another, but any sublease would have to be subject to the approval of the lessor and in compliance with all applicable Town regulations.

It is a fundamental rule that zoning deals basically with land use and not with the person who owns or

occupies the land (Matter of Dexter v. Town Bd. of Town of Gates, 35 NY2d 102, 105). The Planning Board may not deny approval of a site plan application on the ground the proposed use is in violation of the zoning ordinance (Matter of J&R Esposito Builders, Inc. v. Coffman, 183 AD2d 828, Moriarty v. Planning Board of the Village of Sloatsburg, supra, 119 AD2d 188, 197; Matter of Mialto Realty, Inc. v. Town of Patterson, 112 AD2d 371). It only has authority to require the applicant to identify the proposed use of structures to be built on the lot in order to review the site plan for layout or design deficiencies (see Code of Town of Somers, §144-9(D)(1)). Here, the applicant fully disclosed the proposed use for the facility to be constructed on the lot. It is noteworthy that the Board's concern with identifying other potential uses that could be made of the facility in the future pertained only to the alternative lattice tower site plan, and not the original monopole proposal. A majority of the Board rejected the lattice tower in favor of the monopole proposal upon finding that the monopole was more appropriate for the site because its visual impact upon the neighborhood was less intrusive than a lattice tower. The unrefuted expert evidence adduced at the public hearing established that the monopole was designed solely to accommodate the petitioner's proposed use and would have to undergo major construction changes before

it could be utilized for any additional purpose. Consequently, review of the lease for the purpose of identifying any potential uses that could be made of the cellular communications facility had no relevance to the monopole site plan.

Nor was a review of the lease to identify potential future uses of the proposed facility necessary for the Board to adequately review the design and layout of the proposed improvement in view of their power to approve a site plan subject to conditions reasonably designed to mitigate any demonstratable defects (see e.g. Matter of Black v. Summers, 151 AD2d, 863). For example, petitioners concede that the Planning Board could restrict the use of the monopole to cellular telephone service and require that no facilities shall be added to the monopole for any other use or function without the submission of an application for site plan amendment. The Planning Board was so advised by the Director of Planning, who opined that "it was neither proper or necessary to require submission of lease agreements between two parties. ...[P]ursuing such a matter is government at its worst - venturing where it has no business to go. The Planning Board is free to impose conditions on a site plan that are justified and that protect the public health, welfare and safety. It doesn't matter what is in a private lease."

Based on this record, the Court concludes that requiring the submission of a redacted copy of the applicant's lease agreement as a prerequisite to site plan approval, where there had been full disclosure of the status of the lot and all terms pertinent and necessary for review of site plan factors set forth in Town Law §274-a and the Code of the Town of Somers, §144-5, constitutes an improvident exercise of the Planning Board's site plan review powers and renders a denial of the application upon the applicant's refusal to comply arbitrary and capricious.

The Planning Board also denied petitioner's application upon finding that the height of the lattice tower or monopole was disproportionate in size because its service area exceeded by a considerable margin the dimensions of Heritage Hills DRD. The aforementioned reason for denying site plan amendment approval is a specious attempt by the Planning Board to circumvent the Zoning Board of Appeals' determination that petitioner's application to construct a cellular communication facility on the subject lot with a 75 ft. monopole that would service "gap areas" within a 3 mile radius of the monopole, including Heritage Hills DRD, was a permitted use.

A review of the minutes of the public hearing before the Zoning Board of Appeals established that the latter was fully aware of the dimensions of the monopole and

the maximum service area, covering a 2-3 mile radius from the monopole, far exceeded the area of Heritage Hills DRD. The identical application was submitted to both the Planning Board and the Zoning Board of Appeals. Furthermore, the expert evidence adduced at the public hearing before the Planning Board, including the opinion supplied by the Board's independent consultant, established that the appropriate height of the tower to service Heritage Hill DRD and "gap areas" within a 3 mile radius of the monopole was 75 feet.

It bears repeating that the Planning Board was without power to deny petitioner's application for approval of its site plan amendment on the ground that the proposed use is in violation of the Town's zoning law. The power to interpret the provisions of the local zoning law is vested exclusively with the Zoning Board of Appeals which, in this case, had already approved the proposed use by the petitioner. Consequently, the Planning Board's denial based on this stated ground was a nullity (see J&R Builders, Inc. v. Coffman, supra, 183 AD2d 828; Thurman v. Holahan, 123 AD2d 687; see also, Matter of Gershowitz v. Planning Bd. of Town of Brookhaven, 52 NY2d 763; Rattner v. Planning Commission of the Village of Pleasantville, 103 AD2d, 826; Moriarty v. Planning Board of the Village of Sloatsburg, supra).

Accordingly, the resolution denying petitioner's site plan amendment application must be vacated. Where a Planning Board's decision is set aside, it is generally more proper to remit the matter for the purpose of imposing reasonable conditions to further the health, safety, and general welfare of the community (see Matter of Castle Properties Co. v. Ackerson, 163 AD2d 785; Matter of Viscio v. Town of Guilderland Planning Bd., 138 AD2d 795). Therefore, the matter is remitted to the Planning Board for the purpose of approving the monopole site plan amendment upon the imposition of reasonable conditions.

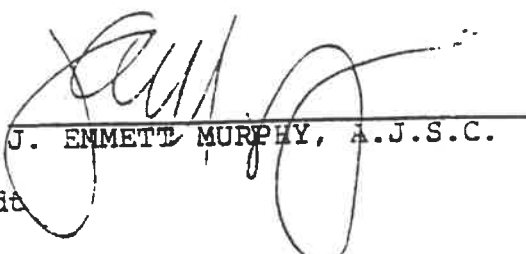
Since the Planning Board did not consider petitioner's application for a steep slope disturbance permit, said application is also remitted to the Planning Board for a de novo consideration.

In disposing of this Article 78 proceeding, the Court considered the following papers: notice of petition and petition, dated 1/13/93 and annexed exhibits A-C; petitioner's memorandum of law, verified answer, dated 2/12/93 and annexed exhibits 1 & 2; record submitted by Maroney, Ponzini & Spencer, Esqs.; respondent's memorandum of law; addendum containing exhibit A-C; supplemental affirmation of Kenneth E. Powell, Esq., dated 3/4/93; reply affidavit of John Hart, Jr., dated 3/15/93; and petitioner's

reply memorandum, dated 3/15/93.

The foregoing constitutes the decision and order
of the Court.

Dated: White Plains, N. Y.
June 24, 1993



J. ENMETT MURPHY, A.J.S.C.

McCullough, Goldberger & Staudt
Attorneys for Petitioners
81 Main Street
White Plains, N. Y. 10601

Maroney, Ponzini & Spencer
Attorneys for Respondents
14 North Broadway
Tarrytown, N. Y. 10591



Village/Town of Mount Kisco Building Department
104 Main Street
Mount Kisco, New York 10549
Ph. (914) 864-0019-fax (914) 864-1085

MEMORANDUM

TO: Vice Chairman John Bainlardi and Respected Members of the Planning Board

FROM: Peter J. Miley, Building Inspector *pm*

SUBJECT: Homeland Towers, LLC
Public Utility Wireless Telecommunications Facility
180 S. Bedford Rd. Tax Parcel No: 80.44-1-1

DATE: October 6, 2020

PROJECT

Proposed by Homeland Towers, LLC and New York SMSA Limited Partnership d/b/a Verizon Wireless ("the applicant") is the construction of a new Public Utility Wireless Telecommunications Facility ("cell tower") to be located at 180 S. Bedford Road ("the property"). 180 S. Bedford Road is a 25 +/- acre parcel that is located in the Conservation Development (CD) Zoning District. The proposed cell tower location is on the same 25-acre parcel that is currently under review by the Planning Board for the installation of a Ground-Mounted Solar Facility — application No. PB2020-0395. Homeland Towers, LLC, and New York SMSA Limited Partnership d/b/a Verizon Wireless requires a Special Use Permit, Site Plan Approval, and a Steep Slopes Permit from the Planning Board in accordance with Sections 110-27.1, 110-46, 110-45 and 110-33.1 of the Village Zoning Code. Sunrise Community Solar, LLC ("Sunrise") also has an existing (pre-dating) application for a Special Use Permit, Site Plan Approval, and a Steep Slopes Permit from the Planning Board for a Tier-3 Solar Farm on the very same site. While the applicants are unaffiliated, they are proposing separate commercial projects on the same parcel of land and have timed the submissions of their respective applications in such a manner as to result in confusion in the process and misrepresentation as to the scope of the project, requiring certain recusals and hiring of outside consultants. Accordingly, reference to Sunrise in this memorandum is not because the applications are joint, but because each application bears upon the other as to the site-wide impacts and overall compliance with underlying zoning regulations.

PROPERTY

180 S. Bedford Road (AKA Route 172) is located outside of the § 110-27.1. PWSF Personal Wireless Service Facilities Overlay Zoning District. The PWSF Overlay District is the preferred location “*intended to provide a suitable choice of locations for establishment, construction and maintenance of personal wireless service facilities.*” Siting personal wireless service facilities outside of the Overlay District is only permitted when the additional provisions of §110-27.1 H are all satisfied.

Pursuant to § 110-7. CD Conservation Development District. A. Purpose and intent:

“Is to permit single-family residential development at relatively low densities, consistent with the long-range planning objectives of the Village, which development is designed to maintain, preserve and enhance the natural and man-made environment of the lands within and adjacent to the district. In adopting this district, the Village Board of the Village of Mount Kisco declares its intent to encourage well-planned residential site development by establishing flexible zoning controls that are designed to assure maximum conservation and efficient utilization of land.”

Pursuant to Chapter 110. Zoning Article III. District Regulations § 110-7. CD Conservation Development District.

“(3) Lot regulations for places of Tier 3 solar energy facilities. (a) Minimum lot area and site requirements: 25 acres parcel having frontage and access on a county or state road.”

The Public Utility Wireless Telecommunications Facility, would reduce the minimum lot area by approximately 3,472 +/- sq. ft.

LOCATION

The proposed cell tower and equipment compound will be located 127 feet south, starting at the north property line which runs parallel to S. Bedford Road. The property also runs south to southeast along and fronts Sarles Street. The proposed cell tower location is 388 feet to the closest residence (east) and will encroach 73 ft. into the 200 ft. buffer requirement for a Ground-Mounted Solar Facility.

Pursuant to § 110-7. CD Conservation Development District C. Development regulations (c) additional regulations.

[4] Buffers shall be designed to effectively limit the visibility of the development from surrounding uses and shall principally include areas left substantially in their

natural state, although the Planning Board may require that portions of said buffer areas be landscaped with grass, trees, shrubs or other ground cover or treatment to effectively limit the visibility of the development from surrounding areas. No parking, loading or buildings shall be permitted in said buffer areas, with the exception of preexisting buildings; a gate or security house of not greater than 125 square feet in floor area and 15 feet in height; and required utility structures designed to service the proposed development. Any new accessory structure located in a buffer area shall be permitted upon approval of the Planning Board. The minimum depth of said buffer area may be reduced by the Planning Board under site plan approval where the uses on each side of a common property line are generally similar in nature, but in no event shall such reduction exceed 50% of the hereinbefore mentioned buffer area depth.

[5] Significant ecological features, such as trees and stands of trees of significant size or character, streams and wetlands, shall be preserved and incorporated into the landscaping of the development to the maximum extent possible.

[6] Significant topographical features, such as steep slopes and large rock outcrops, shall be preserved, except where, in the judgment of the Planning Board, their alteration is necessary to achieve a satisfactory site plan.

[7] All utilities shall be installed underground or within buildings. Plans for water and sewer service shall be subject to approval by the Village Engineer. On-site drainage facilities shall be provided so as to minimize off-site flooding. Said drainage facilities shall also be subject to approval by the Village Engineer.

[8] If development is planned in stages, the Planning Board shall review and, if acceptable, approve the overall plan, as well as each stage, to assure that the staged development meets good planning and engineering standards.

[9] Open space. [a] The development shall result in the preservation of open space having meaningful scenic, ecological and/or recreational characteristics, with its location, access, shape and dimensions suitable, in the judgment of the Planning Board, for the intended purposes.

[b] The preservation of such open space shall be permanently assured by means of the filing of covenants and restrictions and/or scenic easements on the land. In addition, such land shall be conveyed to one of the following:

[i] A private land trust that assures the permanent preservation of such land as open space; or

[ii] An association of all property owners within the development, established in accordance with applicable law.

[c] All legal agreements and documents pertaining to the establishment of any trust or association and to the preservation and protection of all open space shall be subject to approval by the Village Board of the Village of Mount Kisco. The Village may require any additional conditions, agreements or documents which it deems necessary to ensure the completion of all improvements, the establishment of and continuity of the trust or association and the preservation and protection of all open space.

STRUCTURES

The Public Utility Wireless Telecommunications Facility includes the installation of a 140 ft. monopole (145 ft. is the total height including “peak of faux/canopy treetop”) that is designed to resemble a large Pine Tree (“Monopine”) and support multiple – “four-sided” Verizon Antennas. At the highest point of the equipment installation (140 ft.), the Verizon four-sided array spans over 10 ft. in width on all four sides. The proposed design also includes three – lower areas on the Monopine for future colocation of other carriers. In addition, the fenced compound will also contain multiple equipment cabinets, a diesel generator and four – future equipment areas contained within the 8 feet high, 3,472 sq. ft. “fenced-in” area. Due to the slope of the area, the compound area is set on a built-up berm, the higher/elevated area will be fronting S. Bedford Road.

SPECIAL PERMIT

Personal Wireless Service Facilities require a Special Permit pursuant to the provisions of both Section 110-46 (Special Permits) and Section 110-27.1 (PWSF Personal Wireless Service Facilities Overlay District). Pursuant to § 110-27.1 H, the Planning Board is the permitting agency for Special Permits that are either *within* the Overlay District or *outside* the Overlay District on non-Village-owned land. § 110-27.1 H sets forth a completely different and additional set of criteria by which to evaluate such applications [§ 110-27.1 H (1)-(4)] and shall be permitted only if:

“a New York State-licensed professional engineer specializing in electrical engineering with expertise in radio communication facilities establishes to the satisfaction of the approving agency all of the following:”

(1) That the personal wireless service facility is needed to provide coverage to an area of the Village that currently has inadequate coverage and is of the minimum height and aesthetic intrusion necessary to provide that coverage;

(2) That coverage cannot be provided by a personal wireless service facility located within the Personal Wireless Service Facilities Overlay District;

(3) That all reasonable measures in siting the personal wireless service facility within the Personal Wireless Service Facilities Overlay District have been exhausted; and

(4) That technical and space limitations prevent location or colocation in the Personal Wireless Service Facilities Overlay District.

Therefore, a Special Permit can only be issued by the Planning Board upon the applicant's submission of documentation by the RF Engineer that sufficiently satisfies and has met the four (4) criterion set forth above. A review of V-Comm's 8-17-20 memo suggests that the engineer did not adequately answer all of these questions. Engineers statements that *"A review of the surrounding area reveals absence of existing tall structures, towers, or water tanks that meet all the requirements for a wireless facility."* is inaccurate. Certainly, the hospital, Cisca campus, Darlington Castle and other sites of high elevations exist within the area.

As I pointed out above (Page 4 Special Permit - first paragraph) and in my previous memo dated September 1, 2020, § 110-27.1 H sets forth a completely different and *additional* set of criteria by which to evaluate such applications. Consistent with a recent memo dated April 7, 2020 Site Plan & Special Use Application located at 45 East Main Street for the proposed Personal Wireless Service Facility, New York SMSA Limited Partnership d/b/a Verizon Wireless, it was stated that all sections (as applicable) pursuant to § 110-27.1. PWSF Personal Wireless Service Facilities Overlay District shall apply to those applications that are outside of the PWSF Personal Wireless Service Facilities Overlay. Notably, that applicant and the law firm representing that applicant, are identical to the immediate application. As such they have been made previously aware of this interpretation, and never appealed same.

The criteria set forth in § 110-27.1 H is specific regarding which Board (Planning Board or Board of Trustees based on location/ownership of property) is responsible for the issuance of a Special Permit. The issuance of a Special Permit by the Planning Board does not nullify other requirements set forth in § 110-27.1 or in §110-46. Therefore, Chapter 110. Zoning Article III. District Regulations § 110-27.1. PWSF Personal Wireless Service Facilities Overlay District shall apply to 180 S. Bedford Road, Public Utility Wireless Telecommunications Facility project. By way of illustration, but not limitation, the following provisions apply:

D. Data requirements. Applicants for special permits shall file with the Village Clerk 3 copies and with the Planning Board 11 copies, of the following documents:

(1) Site plan. A site plan, in conformance with applicable site plan submission requirements contained in § **110-45** of the Zoning Law. The site plan shall show

elevations, height, width, depth, type of materials, color schemes and other relevant information for all existing and proposed structures, equipment, parking and other improvements. The site plan shall also include a description of the proposed personal wireless service facility and such other information that the Planning Board requires.

(2) Environmental Assessment Form. A completed Environmental Assessment Form ("EAF"), including the Visual EAF Addendum. Particular attention shall be given to visibility from key viewpoints identified in the Visual EAF Addendum, existing tree lines and proposed elevations. (It bears noting that not all applicants have signed the EAF or application)

(3) Landscape plan. A landscape plan delineating the existing trees or areas of existing trees to be preserved, the location and dimensions of proposed planting areas, including the size, type and number of trees and shrubs to be planted, curbs, fences, buffers, screening elevations of fences and materials used. For towers or monopoles, the landscape plan shall address the criteria set forth in § 110-27.1F(3).

F.(3) Landscaping for towers or monopoles. For towers or monopoles, vegetative screening shall be provided to effectively screen the tower base and accessory facilities. At a minimum, screening shall consist of one row of native evergreen shrubs or evergreen trees capable of forming a continuous hedge at least five feet in height within two years of planting. Existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or in supplement toward meeting landscaping requirements. Additional screening may be required to screen portions of the structure from nearby residential property or important views. All landscaping shall be properly maintained to ensure good health and viability.

(4) Documentation of proposed height. Documentation sufficient to demonstrate that the proposed height is the minimum height necessary to provide service to locations which the applicant is not able to serve with existing facilities within and outside the Village.

(5) Statement regarding colocation. For new personal wireless service facilities, a statement by the applicant as to whether construction of the facility will accommodate colocation of additional facilities for future users.

(6) Structural engineering report. A report prepared by a New York State licensed professional engineer specializing in structural engineering as to the structural integrity of the personal wireless service facility. In the case of a tower or monopole, the structural engineering report shall describe the structure's height and design, including a cross section of the structure, demonstrate the structure's compliance with applicable structural standards and describes the structure's capacity, including the number of antennas it can accommodate and the precise point at which the antenna shall be mounted. In the case of an antenna mounted on an existing structure, the structural engineering report shall indicate the ability

of the existing structure to accept the antenna, the proposed method of affixing the antenna to the structure and the precise point at which the antenna shall be mounted.

(7) Engineering analysis of radio emissions. An engineering analysis of the radio emissions and a propagation map for the proposed personal wireless service facility. The analysis shall be prepared and signed by a New York State-licensed professional engineer specializing in electrical engineering with expertise in radio-communication facilities. The results from the analysis must clearly show that the power density levels of the electromagnetic energy generated from the proposed facility are within the allowable limits established by the FCC which are in effect at the time of the application. If the proposed personal wireless service facility would be colocated with an existing facility, the cumulative effects of the facilities must also be analyzed. The power density analysis shall be based on the assumption that all antennas mounted on the proposed facility are simultaneously transmitting radio energy at a power level equal to the maximum antenna power rating specified by the antenna manufacturer.

(8) Map of proposed coverage and existing facilities. A map showing the area of coverage of the proposed facility and listing all existing personal wireless service facilities in the Village and bordering municipalities containing personal wireless service facilities used by the applicant, and a detailed report indicating why the proposed personal wireless service facility is required to provide service to locations which the applicant is not able to serve with existing facilities which are located within and outside the Village, by colocation and otherwise. It bears noting that the applicant's PE memorandum and propagation maps do not incorporate the reconstructed tower on Captain Merritt's Hill, as their V-Comm report shows the new tower as approved but not constructed. It also shows it as only 94 feet tall. It also shows the 45 Main Street site as proposed without any inclusion of its proposed coverage. These should be updated, as should the letter from Homeland that relies upon the V-Comm report.)

E. Criteria for special permit applications. Applicants for special permits for establishment or construction of personal wireless service facilities shall meet all of the following criteria:

(1) Necessity. The proposed personal wireless service facility is required to provide service to locations which the applicant is not able to serve with existing facilities which are located within and outside the Village, by colocation and otherwise.

(2) Colocation. The colocation of existing personal wireless service facilities only within the Personal Wireless Service Facilities Overlay District shall be strongly preferred to the construction of new personal wireless service facilities. If a new site for a personal wireless service facility is proposed, the applicant shall submit a report setting forth in detail an inventory of existing personal wireless service facilities within the Personal Wireless Service Facilities Overlay District which are within a reasonable distance from the proposed facility with respect to coverage, an inventory of existing personal wireless service facilities in other municipalities which can be utilized or modified in order to provide coverage to

the locations the applicant is seeking to serve and a report on the possibilities and opportunities for colocation as an alternative to a new site. The applicant must demonstrate that the proposed personal wireless service facility cannot be accommodated on an existing facility within the Personal Wireless Service Facilities Overlay District or on an existing facility in another municipality due to one or more of the following reasons:

(a) The proposed equipment would exceed the existing and reasonably potential structural capacity of existing and approved personal wireless service facilities within the Personal Wireless Service Facilities Overlay District, considering existing and planned use for those facilities.

(b) The existing or proposed equipment would cause interference with other existing or proposed equipment which could not reasonably be prevented or mitigated.

(c) Existing or approved personal wireless service facilities within the Personal Wireless Service Facilities Overlay District or in neighboring municipalities do not have space on which the proposed equipment can be placed so it can function effectively and reasonably, and the applicant has not been able, following a good-faith effort, to reach an agreement with the owners of such facilities.

(d) Other reasons make it impracticable to place the proposed equipment on existing and approved personal wireless service facilities within the Personal Wireless Service Facilities Overlay District on existing facilities in other municipalities.

(e) Service to the locations to which the applicant seeks to provide service cannot be provided by existing facilities within or outside the Village.

(3) Maximum height. Unless the FCC promulgates rules to the contrary or the applicant demonstrates to the satisfaction of the board granting the special permit that a greater height is necessary, the maximum height for a tower or monopole shall be 80 feet above ground level or the minimum height necessary to provide service to locations which the applicant is not able to serve with existing facilities within and outside the Village, whichever is less.

(4) Minimum lot size. The minimum lot size for a tower or monopole shall be equal to the square of twice the tower's or monopole's height, or the minimum lot size required by the underlying zoning district, whichever is greater.

(5) Setbacks. Unless the FCC promulgates rules to the contrary, all personal wireless service facilities shall be separated from all residential dwellings by a distance of no less than 500 feet. In no case shall a setback be less than 20 feet or the minimum setback required by the underlying zoning district, whichever is greater. The setback shall increase 100 feet for each 10 feet that the personal wireless service facility exceeds the maximum height set forth in the underlying zoning district. Setbacks from towers or monopoles shall be measured from the base of the structure.

(6) Security fencing. Security fencing, showing the location, materials and height, shall be provided around each tower or monopole to secure the site and provide an opaque banner. Access to the structure shall be through a locked gate.

(7) Architectural compatibility. Where a personal wireless service facility is to be attached to an existing building or structure, such facility shall be integrated into such existing building or structure in a manner which blends with the architectural characteristics of the building or structure to the maximum extent practicable.

(8) Placement. Unless wall-mounted on an existing roof-mounted mechanical enclosure or similar appurtenance, all antennas mounted on a roof shall be located so that visibility of the antenna is limited to the greatest extent practicable. Antennas wall-mounted on a roof mounted mechanical enclosure or similar appurtenance shall not exceed the height of the appurtenance at the point of installation.

F. Design guidelines. The proposed personal wireless service facility shall meet the following applicable design guidelines:

(1) Finish/colors. Towers or monopoles not requiring Federal Aviation Administration (FAA) painting or marking shall either have a galvanized finish or be painted gray or blue-gray above the surrounding tree line and gray, green or tannish brown below the surrounding tree line.

(2) Illumination. No signals, lights or illumination shall be permitted on personal wireless service facilities unless required by the FAA or other federal, state or local authority.

(3) Landscaping for towers or monopoles. For towers or monopoles, vegetative screening shall be provided to effectively screen the tower base and accessory facilities. At a minimum, screening shall consist of one row of native evergreen shrubs or evergreen trees capable of forming a continuous hedge at least five feet in height within two years of planting. Existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or in supplement toward meeting landscaping requirements. Additional screening may be required to screen portions of the structure from nearby residential property or important views. All landscaping shall be properly maintained to ensure good health and viability.

(4) Visibility. All personal wireless service facilities shall be sited to have minimum adverse visual effect on residential areas, parks or major roadways.

(5) Signage. Signage shall be prohibited on personal wireless service facilities except for signage to identify the facility which is located along the right-of-way frontage and is approved by the Architectural Review Board. Except as specifically required by a federal, state or local authority, no signage shall be permitted on equipment mounting structures or antennas.

G. Construction and maintenance.

(1) Time limit for completion. A building permit must be obtained within six months after approval of a special permit for a personal wireless service facility, and construction of such facility must be completed within 12 months of such approval. The special permit shall automatically expire in the event that the building department has not granted such permit and construction of the facility is not completed with the periods set forth above.

(2) Annual inspections.

(a) Unless otherwise preempted by federal or state law, personal wireless service facilities, including towers, monopoles and antennas, shall be inspected annually at the applicant's expense for structural integrity, and a copy of the inspection report shall be promptly transmitted to the Building Inspector. The structural inspection shall be performed by a New York State-licensed professional engineer specializing in structural engineering. The structural inspection report shall describe the structural integrity of the personal wireless service facility, maintenance issues and repairs needed or made, if any. In the event that the structural inspections indicates structural deficiencies, then the deficiencies must be remedied within the time reasonably set by the Building Inspector.

(b) Unless otherwise preempted by federal or state law, personal wireless service facilities, including towers, monopoles and antennas, shall be inspected annually at the applicant's expense for radio emissions, and a copy of the inspection report shall be promptly transmitted to the Building Inspector. Radio emission inspection shall be performed by a New York State-licensed professional engineer specializing in electrical engineering with expertise in radio communication facilities. The radio emission inspection shall describe the power density levels of the electromagnetic energy generated from the facility, including the cumulative effects of colocated antennas. In the event that the radio emission inspection indicates that the electromagnetic energy generated from the facility are above the allowable limits stated within applicable FCC or ANSI standards or other applicable state or federal guidelines in effect at the time of the inspection, the applicant shall cease all use of the facility until such time as it proves to the satisfaction of the Building Inspector that the power density levels of the electromagnetic energy to be generated at the facility are below the applicable standards.

(3) Abandonment. In the event that the use of any personal wireless service facility has been discontinued by all operators on such facility for a period of 180 consecutive days or more, the facility shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Building Inspector, who shall have the right to request documentation from the owner/operator of the facility regarding usage thereat. Upon such abandonment, the owner/operator shall remove the facility at its own expense, and failing prompt removal, the Village may remove the facility at the owner/operator's expense. All special permits, variances and approvals of any nature granted by the Village shall automatically expire as of the date of abandonment of the facility.

Additionally, the application should comply with the provisions of §110-46 governing Special Permits, which require among other provisions set forth in § 110-46:

- A. Notice and public hearing. The Planning Board shall not decide on any application for a special permit without first holding a public hearing, notice of which hearing, including the substance of the application, shall be given by publication in the official newspaper of the Village at least 15 days before the date of such hearing. In addition to such published notice, the applicant shall cause such notice to be mailed at least 10 days before the hearing to all owners of property which lies within 300 feet of the property for which approval is sought and to such other owners and by such other means of notification as the Planning Board may deem advisable.
- B. (1) That the proposed use shall be of such location, size and character that, in general, it will be in harmony with the appropriate and orderly development of the district in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties in accordance with the zoning classification of such properties.

(2) That, in addition to the above, in the case of any use located in or directly adjacent to either a residence district or a district in which residential uses are permitted, the location and size of such use, the nature and intensity of operations involved or those conducted in connection therewith and its site layout and its relation to access streets shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous or inconvenient to or incongruous with the residential uses or conflict with the normal traffic of the neighborhood.
- C. Each application for a special permit shall be accompanied by a proposed plan showing the size and location of the lot and the location of all existing and proposed buildings and facilities, including access drives, parking areas and all streets within 200 feet of the lot.

ZONING

The proposed Public Utility Wireless Telecommunications Facility is located in the CD Zoning District which is located "outside" of the Personal Wireless Facilities Overlay District. Proposed shall comply with all requirements set forth in the § 110-7. CD Conservation Development District; § 110-27.1. PWSF Personal Wireless Service Facilities Overlay District; § 110-45. Site Plan Approval and; §110-46. Special Permit § 110-33.1. Natural Resources Protection regulations.

VARIANCES REQUIRED

1. Pursuant to § 110-27.1. PWSF Personal Wireless Service Facilities Overlay District E. (3) Maximum height.

“Unless the FCC promulgates rules to the contrary or the applicant demonstrates to the satisfaction of the board granting the special permit that a greater height is necessary, the maximum height for a tower or monopole shall be 80 feet above ground level or the minimum height necessary to provide service to locations which the applicant is not able to serve with existing facilities within and outside the Village, whichever is less.””

Proposed is a total height including a faux tree canopy of 145 feet, 65 feet more than is permitted in the CD Zoning District. Unless the applicant can demonstrate to the satisfaction of the board granting the special permit, that a greater height is necessary, the maximum permitted height is 80 feet above ground level or the minimum height necessary to provide service to locations which the applicant is not able to serve with existing facilities within and outside the Village, whichever is less. As proposed, a 65 ft. maximum height variance is required.

2. Pursuant to Chapter 110. Zoning Article III. District Regulations § 110-27.1. PWSF Personal Wireless Service Facilities Overlay District. (5) Setbacks.

“Unless the FCC promulgates rules to the contrary, all personal wireless service facilities shall be separated from [all] residential dwellings by a distance of no less than 500 feet. In no case shall a setback be less than 20 feet or the minimum setback required by the underlying zoning district, whichever is greater. The setback shall increase 100 feet for each 10 feet that the personal wireless service facility exceeds the maximum height set forth in the underlying zoning district.”

The proposed cell tower is located in the § 110-7. CD Conservation Development District. The maximum height permitted in the CD zoning district is 35 feet. Proposed is a Monopine with faux tree canopy totaling 145 feet, this is 110 feet higher than what is permitted in the CD Zoning District. Proposed is a setback distance of 388 feet to the closest residential home, a 1,600 feet setback to a residence is required; therefore, a 1,212 ft. setback variance is required.

Additional information regarding the distance to care-taker cottage located at the Marsh Sanctuary has not been provided, the setback variance required may increase.

3. Pursuant to Chapter 110. Zoning Article V. Supplementary Regulations § 110-31. Supplementary development regulations.

“Exceptions to yard requirements. (2) Fences, hedges or walls, other than retaining walls, that are not over 6 1/2 feet in height may be erected anywhere on the lot, except that any such fence, wall or hedge, other than a retaining wall, that is erected in any front yard shall not have a height in excess of four feet. With

respect to all new fence installations or replacements, the finished or formal presentation side of said fence shall face the adjacent property or street.”

Proposed is an 8 ft. fence that surrounds the compound and therefore; a 1 ft. 6 in. fence variance is required.

4. Pursuant to Chapter 110. Zoning Article III. District Regulations § 110-7. CD Conservation Development District. (3):

Lot regulations for places of Tier 3 solar energy facilities. (a) Minimum lot area and site requirements: 25 acres parcel having frontage and access on a county or state road.

The proposed Public Utility Wireless Telecommunications Facility would reduce the minimum lot area by 3,472+/- sq. feet which creates an area that is less than the required 25 acres for the installation of a Tier 3 Ground-Mounted Solar Facility. This needs to be further vetted or verified.

STEEP SLOPES

The applicant seeks a Steep Slopes Permit issued by the Planning Board § 110-33.1. Natural resources protection regulations.

Pursuant to Chapter 110. Zoning Article V. Supplementary Regulations § 110-33.1. Natural resources protection regulations. In addition to all other requirements of the Zoning Code, all development in the Village shall comply with the following natural resources protection regulations:

A. Steep slopes. (1) Development limitations. To protect environmentally sensitive lands, preserve the Village's natural resources, and promote the orderly development of land.

(2) Steep slopes protection regulations. (a) Purpose. For the purpose of preventing erosion, preventing storm water runoff and flooding, providing safe building sites, preventing landslides and soil instability, protecting the quantity and quality of the Village's surface and groundwater resources, protecting important scenic views and vistas, preserving areas of wildlife habitat, minimizing the area of land disturbance related to site development and protecting the Village's character and property values, it is the intent of these steep slope regulations to minimize disturbance on steep slopes and to avoid disturbance and construction activities on very steep slopes. Further, it is the intent of these steep slope regulations to minimize the development of hilltops and ridgelines. The Village Board, the Planning Board, the Zoning Board of Appeals, the Building Inspector and the Village Engineer shall take these objectives into consideration in reviewing and acting on any plans submitted pursuant to the provisions of this chapter.

(b) Exempt and regulated activities.

[1] Regulated activities.

[a] It shall be unlawful to create any disturbance greater than 100 square feet in aggregate, or to cut any tree with a diameter greater than four inches when measured from 1 1/2 feet from ground level, on any steep slope, hilltop, or ridgeline, other than an exempt activity as defined herein, without a Steep Slopes Permit issued in conformance with these regulations.

[b] In order to protect the stability of slopes and to ensure the safety of residents, construction activities on steep slopes shall be minimized and shall follow the standards for grading set forth herein.

[c] Construction activities shall not be permitted on very steep slopes unless there is no viable alternative.

[2] Exempt activities. The following activities shall be exempt from provisions of this chapter:

(c) Standards for development approval. In denying, granting, or granting with modifications any application for a steep slopes permit, the Planning Board shall consider the consistency of the proposed activity with the following standards:

[1] Disturbance and construction activities on very steep slopes shall not be permitted unless there is no viable alternative.

[2] Disturbance of areas with steep slopes shall be in conformance with the following provisions:

[a] The planning, design and development of buildings shall provide the maximum in structural safety and slope stability while adapting the affected site to, and taking advantage of, the best use of the natural terrain and aesthetic character.

[b] The terracing of building sites shall be kept to an absolute minimum. The construction of retaining walls greater than six feet in height or 60 feet in length shall not be permitted unless there is no viable alternative.

[c] Roads and driveways shall follow the natural topography to the greatest extent possible in order to minimize the potential for erosion and shall be consistent with other applicable regulations of the Village of Mt. Kisco and current engineering practices.

[d] Replanting shall consist of vegetation intended to further slope stabilization with a preference for indigenous woody and herbaceous vegetation.

[e] When development activities are proposed to occur on hilltops or ridgelines, the plans submitted for review shall demonstrate that the impacts on the functions, aesthetics and essential characteristics of such areas are effectively minimized and mitigated. The natural elevations and vegetative cover of ridgelines shall be disturbed only if the crest of a ridge and the tree line at the crest of the ridge remains uninterrupted and shall not be permitted unless there is no viable alternative. This may be accomplished either by positioning buildings and areas of disturbance below a ridgeline or hilltop or by positioning buildings and areas of disturbance at a ridgeline or hilltop so that the elevation of the roof line of the building is no greater than the elevation of the natural tree line. However, under no circumstances shall more than 50 feet along a ridgeline, to a width of 50 feet generally centered on a ridgeline, be disturbed.

[f] Any regrading shall blend in with the natural contours and undulations of the land.

[g] Cuts and fills shall be rounded off to eliminate sharp angles at the top, bottom, and sides of regraded slopes.

[h] The angle of cut and fill slopes shall not exceed a slope of one vertical to two horizontal except where retaining walls, structural stabilization, or other methods acceptable to the Village Engineer are used, in which case the angle shall not exceed a slope of one vertical to three horizontal.

[i] Tops and bottoms of cut and fill slopes shall be set back from structures a distance that will ensure the safety of the structures in the event of the collapse of the cut or fill slopes. Generally, such distance shall be considered to be six feet plus 1/2 the height of the cut or fill.

[j] Disturbance of rock outcrops shall be by means of explosives only if labor and machines are not effective and only if rock blasting is conducted in accordance with all applicable regulations of the Village of Mt. Kisco and the State of New York.

[k] Disturbance of steep slopes shall be undertaken in workable units in which the disturbance can be completed and stabilized in one construction season so that areas are not left bare and exposed during the winter and spring thaw periods (December 15 to April 15).

[l] Disturbance of existing vegetative ground cover shall not take place more than 15 days prior to grading and construction.

[m] Temporary soil stabilization, including, if appropriate, temporary stabilization measures such as netting or mulching to secure soil during the grow-in period, must be applied to an area of disturbance within two days of establishing the final grade, and permanent stabilization must be applied within 15 days of establishing the final grade.

[n] Soil stabilization must be applied within two days of disturbance if the final grade is not expected to be established within 21 days. In locations where construction activities have temporarily ceased, temporary soil stabilization measures must be applied within one week.

[o] Topsoil shall be stripped from all areas of disturbance, stockpiled and stabilized in a manner to minimize erosion and sedimentation, and replaced elsewhere on the site at the time of final grading. Stockpiling shall not be permitted on slopes of greater than 10%.

[p] No organic material or rock with a size that will not allow appropriate compaction or cover by topsoil shall be used as fill material. Fill material shall be no less granular than the soil upon which it is placed and shall drain readily.

[q] Compaction of fill materials in fill areas shall be such to ensure support of proposed structures and stabilization for intended uses.

[r] Structures shall be designed to fit into the hillside rather than altering the hillside to fit the structure. (Among the methods that may be employed to achieve this goal are reduced footprint design, "step-down" structures, stilt houses, minimization of grading outside the building footprint, placement of structures at minimum street setback requirements to preserve natural terrain, etc.).

[s] Development shall be sited on the least sensitive portions of the site to preserve the natural landforms, geological features, and vegetation.

[t] The stability of slopes and the erodibility of soils on slopes is a function of various physical soil properties and underlying bedrock conditions. Where site surveys indicate the presence of soils or underlying bedrock conditions the physical properties of which might present limitations on construction practices or high erodibility that may result in unstable slopes, the Planning Board may limit the type and extent of construction activities or disturbance to these areas as necessary to ensure public health, safety, and welfare.

[u] Impacts from construction activities or other disturbance on bedrock outcrops and glacial erratics shall be minimized.

[v] All measures for the control of erosion and sedimentation shall be undertaken consistent with this chapter and with the Westchester County Soil and Water Conservation District's "Best Management Practices Manual for Erosion and Sediment Control," and New York State Department of Environmental Conservation "Guidelines for Urban Erosion and Sediment Control", as amended, or its equivalent satisfactory to the Planning Board, whichever requires the higher standards.

[w] All proposed disturbance of steep slopes shall be undertaken with consideration of the soils limitations characteristics contained in the Identification Legend, Westchester County Soils Survey, 1989, as prepared by the Westchester County Soil and Water Conservation District, in terms of recognition of limitation of soils on steep slopes for development and application of all mitigating measures, and as deemed necessary by the Planning Board.

(d) Permit procedures. [1] Application for permit. An application for a steep slopes permit shall be filed with the Planning Board, and shall contain the following information and such other information as required by it, except when waived by the Planning Board as not pertinent or necessary for the proposed disturbance:

[a] Name, post office address and telephone number of the owner and applicant.

[b] Street address and Tax Map designation of property covered by the application.

[c] Statement of authority from owner for any agent making application.

[d] Listing of property owners adjacent to, across streets from, and downslope within 500 feet of the property, and any additional property owners deemed appropriate by the Planning Board.

[e] Statement of proposed work and purpose thereof.

[f] A statement prepared by a licensed architect, registered landscape architect, or engineer, which describes:

[i] The methods to be used in overcoming foundation and other structural problems created by slope conditions, in preserving the natural watershed and in preventing soil erosion; and

[ii] The methods to be used to eliminate or mitigate water runoff on all adjacent properties and any other property that will be naturally affected by increased water runoff.

[g] A statement made under the seal of a licensed professional engineer certifying that:

[i] The proposed activity will disturb the steep slope area to the minimum extent practicable; and

[ii] The proposed mitigation measures will prevent, to the maximum extent practicable, the adverse effect of any disturbance of the steep slope area on the environment and any neighboring properties.

[h] Eleven copies of plans for the proposed regulated activities drawn to a scale of not less than one-inch equals 50 feet (unless otherwise specified by the Planning Board). Such plans shall be sealed and show the following:

[i] Location of proposed construction or disturbance and its relationship to property lines, easements, buildings, roads, walls, sewage disposal systems, wells, and wetlands within 100 feet of the proposed construction or disturbance, unless a greater distance is deemed appropriate by the Planning Board.

[ii] Estimated material quantities of excavation/fill.

[iii] Location and size of areas of soils by soils types in the area of proposed disturbance and to a distance of 100 feet surrounding the area of disturbance.

[iv] Existing and proposed contours (NGVD, National Geodetic Vertical Datum) at two-foot intervals in the area of proposed disturbance and to a distance of 100 feet beyond.

[v] Slope categories for the entire project site itself showing at minimum the steep slope and very steep slope categories. Slope is to be determined from on-site topographic surveys prepared with a two-foot contour interval. The vertical rise is to be measured, on the basis of two-foot contours, in a ten-foot horizontal length.

[vi] Cross sections of steep slope areas proposed to be disturbed.

[vii] Retaining walls or like constructions, with details of construction.

[viii] Erosion and sedimentation control plan prepared in accordance with the requirements listed above in Subsection A(2)(c)[2][k] through [o]. These plans

must be submitted under the seal of a licensed professional engineer and must show and certify the following:

[A] All existing and proposed natural and artificial drainage courses and other features for the control of drainage, erosion, and water.

[B] The calculated volume of water runoff from the slope(s) and from the lot in question, as unimproved.

[C] The calculated volume of water runoff from the slope(s) and from the lot in question, as improved.

[D] The existence, location and capacity of all natural and artificial drainage courses and facilities within 500 feet of the lot, which are or will be used to carry or contain water runoff to and from the slopes(s) and the lot.

[i] If required by the Planning Board, a detailed monitoring program, including but not necessarily limited to written status reports at specified intervals documenting activities undertaken pursuant to a permit.

[j] A list of all applicable county, state or federal permits that are required for such work or improvements.

[k] An application fee in the amount set forth in a fee schedule established by the Village Board.

[l] Other details, including specific reports by qualified professionals on soils, geology and hydrology, and borings and/or test pits, as may be determined to be necessary by the Planning Board.

[2] Application review. The Planning Board may hire professionals to review a steep slopes permit application at the sole expense of the applicant, as part of its powers also enumerated in § 110-45C(8) of this chapter.

[3] Notice and public hearing. The Planning Board shall not decide on any application for a steep slopes permit without first holding a public hearing, notice of which hearing, including the substance of the application, shall be given by publication in the official newspaper of the Village at least 15 days before the date of such hearing. In addition to such published notice, the applicant shall cause such notice to be mailed at least 10 days before the hearing to all owners of property which lies within 300 feet of the property for which approval is sought and to such other owners and by such other means of notification as the Planning Board may deem advisable.

[4] Action by the Planning Board. A determination shall be made to approve, approve with modifications and conditions, or disapprove the application within 60 days of closure of the public hearing. In approving any application, the Planning Board may impose such conditions or limitations as it determines necessary to ensure compliance with the intent, purposes and standards of this chapter.

(e) Duration of permit. [1] Activities specified by the steep slopes permit shall be undertaken pursuant to the provisions of this chapter and any conditions of the permit and shall be completed according to any schedule set forth in the permit.

[2] A steep slopes permit shall expire on the completion of the activities specified and shall be valid for a period of one year from the date of approval, or for the period of any other permit or approval issued by the Planning Board.

[3] A permit may be renewed by the Planning Board for a period of up to one year.

(f) Security. In granting a permit, the Planning Board shall require a security in an amount and with surety and conditions sufficient to ensure its compliance with the conditions and limitations set forth in the permit.

(g) Inspection and monitoring.

[1] The Planning Board may inspect, or cause to be inspected by its representative, activities pursuant to a permit so as to ensure satisfactory completion at the sole expense of the applicant.

[2] The Planning Board may require that the applicant submit for approval a detailed monitoring program, including but not necessarily limited to written status reports at specified intervals documenting activities undertaken pursuant to a permit.

[3] The Planning Board may require that the activities undertaken pursuant to a permit be supervised by an appropriate licensed professional at the sole expense of the applicant.

(h) Violations; penalties. [1] Notice of violation. Any person found violating any provision of this chapter or the terms and conditions of any permit granted hereunder shall be served with a written notice stating the nature of the violation and providing a specific time for the satisfactory correction thereof, which time shall not be less than five days.

[2] Stop order. The foregoing notwithstanding, if, in the judgment of either the Village Engineer or the Building Inspector, there is a violation of this chapter or any permit issued hereunder, then the Village Engineer or the Building Inspector may issue a written order to cease all work creating or causing said violation and directing the applicant to appear before the Planning Board at its next meeting. Upon the issuance of such an order and its delivery to the permit holder or his agent or contractor, the permit shall be deemed to have been suspended, and it shall be unlawful and a violation of this chapter to continue the permitted activity. The official issuing such an order shall rescind the order upon compliance with the permit and the taking of such corrective action as shall be determined by the permitting authority.

[3] Administrative sanctions. [a] In addition to any penalties imposed under Chapter 1 of this Code, upon finding that an applicant or any person acting as an agent or contractor for the applicant has violated the terms of this chapter or any permit issued hereunder, the Planning Board may impose any one or more of the following sanctions for each and every such violation:

[i] Revocation of the permit.

[ii] Direction to restore the affected area within a reasonable time to its condition prior to the violation, insofar as that is possible.

[iii] Imposition of any additional conditions on the permit as may be reasonably necessary to effectuate the restoration of the affected area and/or prevent the recurrence of the violation.

[b] Any restoration directed by the Planning Board that is not completed as required may be completed by the Village at the sole cost and expense of the applicant.

B. Wetlands. (1) Development limitations. To protect environmentally sensitive lands, preserve the Village's natural resources, and promote the orderly development of land, development on parcels that contain wetlands and waterways, which parcel on the effective date of this chapter is in excess of 40,000 square feet and is in single, undivided ownership, shall be limited by deducting the following from the gross lot area of such parcels to determine the net lot area (in conjunction with § 110-33.1A(1) herein:

(a) Fifty percent of the area of all wetlands.

(b) One hundred percent of the area of all lakes, ponds, streams and other such bodies of water.

(2) Development on parcels that contain any wetlands or waterways shall comply with Chapter 107, Wetlands and Drainage Control.

C. Tree preservation. Any application for site plan or subdivision approval shall comply with Chapter 99, Tree Preservation.

Regarding the above, it is quite evident that the application is incomplete in that the applicant has failed to provide:

1. *“On-site topographic surveys prepared with a two-foot contour interval”* for *“the entire project site”* as required by § 110-331. A(2)(d)(1)(h) so that the Planning Board can be assured that the *“development shall be sited on the least sensitive portions of the site to preserve the natural landforms, geological features, and vegetation”* as required by the development standards of § 110-331. A(2)(c)(2)(s). Obviously, if there are locations on the site that can be utilized so as to eliminate the need for a steep slopes permit, the Planning Board should be provided such information so as to make an informed decision. Notwithstanding the Applicant’s representation that it has complied with this requirement on the signed checklist, it appears as though the applicant has only provided the Planning Board topographic mapping information for a small portion of the project site.

Chapter 99. Tree Preservation Article I. General Regulations § 99-1. Findings and intent.

The Board of Trustees hereby finds and declares that the preservation and maintenance of trees, where reasonably possible within the Village, is necessary to protect the health, safety and general welfare of the Village/Town of Mount Kisco, because trees provide necessary shade, green space and aesthetic appeal, impede soil erosion and aid water absorption, provide other environmental benefits and generally enhance the quality of life. It is the intent of the Board of Trustees, by the adoption of this chapter, to provide for:

A. The protection and preservation of as many trees as possible, particularly those trees which are specimen trees and/or trees of select or rare species.

B. The reforestation and replacement of those trees which are removed due to disease or development.

C. The preservation of an acceptable level of green foliage in all areas of the Village.

D. Ensuring that suitable wildlife habitats are maintained and reinforced in all areas of the Village.

Article II. Tree Preservation Plans § 99-8. Applicability.

No site plan or major subdivision plat shall be approved unless and until a tree preservation plan for the subject property has been approved by the Planning Board. No certificate of occupancy shall be issued for any property subject to a tree preservation plan until all required planting and restoration is completed to the satisfaction of the Planning Board.

COMMENTS

1. Applicant should review this memo and each section referenced herein and provide a detailed response for each item.
2. A listing of property owners adjacent to, across streets from, and downslope within 500 feet of the property, and any additional property owners deemed appropriate by the Planning Board is required. Plan R1 provides only a 300 ft. distance.
3. Location of the proposed utilities are partially underground. All utilities from the street should be located underground.
4. Application requires review by the Fire Chief for Fire Access and Safety Considerations. Proposed drawing does not include an area adequate for Fire Department access, staging of equipment and parking for additional responding personnel. Applicant shall provide an adequate fire apparatus turnaround. Access drive must demonstrate that it can support emergency service vehicles and equipment.
5. The Building Department defers to the Village Engineer for all storm water mitigation, run-off, drainage, basins/detention, infiltration, and all aspect of grading. As previously identified by the Village Engineer in his memorandum of September 3, 2020 storm water pollution prevention plan is required for site plan approval. SWPPP shall demonstrate compliance with all applicable the requirements of the Village Zoning Code, Article XIV Stormwater Control.

Pursuant to § 110-62. Stormwater pollution prevention plans.

“A. Pollution prevention plan requirement. No application for approval of a land development activity shall be reviewed until the appropriate board has received a stormwater pollution prevention plan (SWPPP) prepared in accordance with the specifications in this article and Chapter 92A.”

6. The Building Department Defers to the Village Planner for landscaping, tree preservation plan, and lighting requirements.

7. This review memo does not include a complete NYS Uniform Building Code Review of structural integrity of the Monopole or any of the accessory structures, equipment cabinets, generator/ fuel storage and battery storage. Applicant should demonstrate that protections will be put in place to protect the environment and property should any leakage of fuel and/or battery acid/chemical occur.
8. The proposed cell tower location is 388 feet to the closest residence (east) and will encroach 73 ft. into the 200 ft. buffer requirement for a Ground-Mounted Solar Facility. Setbacks dimensions to the two structures (care takers cottage) located at the Marsh Sanctuary have not been provided.
9. Distance to other residences within the required setback have not been provided.
10. Plans containing equipment should be in color.
11. Additional information for all equipment is needed including, but not limited to: How often generator cycles and at what decibel level.
12. Information (type/size) for future equipment should be provided.
13. The proposed cell tower project will require that an additional 33 trees – greater than 4” caliper will be removed.
14. The plans provided only provide details for limited portions of the site, thereby eliminating the ability to ascertain whether there is an ability to site the sell tower at a location that does not require disturbance to steep or very steep slopes.

APPROVALS REQUIRED

- Site Plan Approval
- Special Permit issued by the Planning Board
- Steep Slopes Permit issued by the Planning Board
- Zoning Board of Appeals (variances)
- Fire Chief approval
- Building Department approval
- A Public Hearing is Required

Minutes of the **VILLAGE BOARD MEETING** of the Board of Trustees of the Village/Town of Mount Kisco held on Monday, June 17, 2019 at 7:00 p.m. in the Frank J. DiMicco Board Room, Village Hall, 104 Main Street, Mount Kisco, New York.

Present: Mayor Gina Picinich
Deputy Mayor Jean Farber
Trustee Karen Schleimer
Trustee Isidoro Albanese

Also Present: Edward Brancati, Village Manager
Kenneth Famulare, Assistant Village Manager
Whitney Singleton, Village Attorney

Absent: Trustee Peter Grunthal

Mayor Picinich opened the Village Board Meeting and asked everyone to rise for the pledge of allegiance. She asked everyone to please remain standing to say that all of our students are finishing up their school years, we wish them all good luck as they go into finals and wish everyone a safe and fun summer.

Continuation of Public Hearing to Amend Chapter 61 of the Village Code

Mayor Picinich began by saying that this meeting begins with a continuation of a public hearing to amend Chapter 61 of the Village Code. This is in regards to the PACE legislation that currently is in our code, but that has been amended by the State. This program provides financing to homeowners and business owners to make improvements, specifically for solar energy. There was no public comment at this time.

Deputy Mayor Farber wanted to say that this is a continuation of something that we have passed. This current version is even more in our favor than the prior version already in the Village Code. She also noted that there is not a lot of leeway for the Village to make any edits as the legislation is universal throughout the State.

Trustee Albanese stated that it is all positive for the Town and for the residents.

Trustee Schleimer stated that this takes the burden off of the municipality and is a much better law for us in terms of our participation and having the responsibility to recover funds on the back end. It is a step forward in the right direction. She urged the writers of such legislation to be sensitive to some issues if they expect all the municipalities to pass this without any variation.

Mayor Picinich recommended to Trustee Schleimer, that if she had specific recommendations, to send them up to the State for review for the next version of this legislation.

Mayor Picinich made a motion and was seconded by Trustee Albanese to close the public hearing, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

Mayor Picinich made a motion and was seconded by Deputy Mayor Farber to repeal the current Chapter 61 of the Code of the Village/Town of Mount Kisco in its entirety and replace it with the new proposed Chapter 61 for the Code of the Village/Town of Mount Kisco, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

Continuation of Public Hearing to discuss Special Use Permit for Communication Tower on Mountain Ave

Mayor Picinich opened up the public hearing for the special use permit for the communication tower on Mountain Avenue. In attendance are Mr. David Kenny representing Crown Castle, representatives from the Metropolitan Transportation Authority (MTA), and Mr. Michael Musso who is an RF Engineer and consultant for the Village on this project. Mayor Picinich provided the following framework on the project; there is a need for the MTA for emergency services to be able to have connectivity where the plan was for the MTA to put a monopole on their property by the train tracks on Kisco Avenue. That was not something that was preferable for the Village because this would be a cellular communications system in the middle of our Village. After more than a year working with the MTA, we connected them with Crown Castle to have a conversation about raising the tower that currently exists on Mountain Avenue and has been there for twenty (20) years. It seemed like this location was the optimal situation based on what the need was and based upon the alternative. So working diligently with a variety of people, the Planning Board has reviewed information, this Board has reviewed information, we've hired a consultant to decipher and analyze the data, so here is how this process works. This Village Board would issue, if it so desires, a special use permit. The Board of Trustees has jurisdiction to issue a special permit for this particular structure. We deferred to the Planning Board for the environmental review, they issued a negative declaration. We also referred to the Planning Board for the site plan approval which is how it will look on the property along with all of the engineering for the project. They have worked closely with Crown Castle and the MTA to establish the need for this change to be made, which the Planning Board has done by issuing their site plan approval resolution for this to get done.

Mr. Kenny from Crown Castle began by thanking the Board for allowing him to be there. Since the last time they met, they had responded to all of the consultants comments including revising the drawings and revising some of the reports and photo simulations. They were also able to revise the design for T-Mobile to be more aesthetically pleasing. They reduced their mass and number of antennas as well as positioned their location to be inside the MTA's bracket on the tower itself. They worked with the Village to make sure that all the needs of the different carriers were reviewed and would be able to be provided with the finalized plans. Mr. Kenny believes that this facility strikes a balance between meeting the infrastructure needs of the carriers and the MTA's emergency communication equipment as well as minimizing the aesthetic impact and providing the tower that the Village seems to desire. Crown Castle respectfully requests that the application be approved and that he is happy to answer any questions that the Board or public may have. This application has also been reviewed by the Village's consulting RF Engineer, Mr. Musso.

Mr. Musso began by saying that his company, HDR, was hired by the Village to review this application. The report submitted was extremely comprehensive to document all

the information that was reviewed and all the supplemental information that was requested. They had a project meeting on May 8, 2019, and was happy to see the responsiveness with the questions that we asked as well as the questions posed by others including the Village planning consultant and others on the Planning Board. The tech memo is based on the background history of the Village owned property and that it is an existing cell site. It accommodates two (2) of the four (4) carriers that service the area, T-Mobile and AT&T, on an 86-foot tall pole. There is a height increase that is being proposed as part of this action, replacing the current pole that is 86 feet in height with a new pole that is 109 feet in height with the MTA sitting on top of the new pole. One of the key things that they looked at is coverage and capacity or service from the commercial carriers as well as the MTA. They looked at the testimonies provided by MTA and determined that their radio frequency needs are unique. They found that raising the height and having the MTA antennas on top is reasonable and appropriate. They then looked at the commercial carriers, AT&T which is up there now would slide over to the new pole at the same height; T-Mobile is looking to increase their height on the new pole. They received, requested, and reviewed a lot of information from T-Mobile and they feel that the height increase is justified for T-Mobile. They also reviewed the coverage from other towers and were able to determine that this tower will provide new service and new coverage for the carriers. The coverage that exists for T-Mobile now is optimistic at best, with the tree line it is extremely hard to find a signal. They also looked at Verizon, which would be new to this site, and would be placed in between T-Mobile and AT&T on the new tower. In looking at all of that information, Crown Castle has addressed all the concerns that the public and the Board have had, and they feel there is a need for these carriers and the height is appropriate.

Deputy Mayor Farber asked if Mr. Musso was comfortable with this plan. Mr. Musso replied that he did, the Village has a unique way of monitoring this site being that it is on Village owned property.

Trustee Schleimer stated that she had trouble determining coverage due to her maps not being in color, but from what she understands part of the review is subject to the applicant demonstrating that the facility is needed to provide coverage to an area of the Village that currently has inadequate coverage. We were looking at putting in cell towers in other areas of the Village, we did an informal survey to find out where the gaps were, and the feedback that she received was that the lack of service or gap was on the Rt. 172 corridor for Verizon. She needed to justify for herself and the residents that there is indeed a need to increase the coverage, and why, especially in light of the fact that the technology is now moving to 5G.

Mayor Picinich replied that Mr. Musso's report provides all that information in detail.

Mr. Musso replied that surveys could be deceiving sometimes so they may be skewed where people have coverage or not. The other thing about these maps is that capacity is just as much of an issue as coverage. Things have changed in the last five (5) years, so it's not just about coverage it is also about providing the service that people need in terms of data and apps. Looking at the demographics that are put into these coverage maps, it is all about boosting up service as well. We see the 5G being advertised, it is not rolled out in our region, but it will be, and if any of these frequencies that were put into these coverage maps or the radio frequency emission report, 5G may introduce new frequencies; so they would be subject to return for modification and review prior to any updates. Mr. Musso continued to say that with all the technical information that was provided there is justification for this tower.

Mayor Picinich asked again if there was any comment from the public. There was no comment at this time.

Mayor Picinich made a motion and was seconded by Trustee Albanese to close the public hearing, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

1) **Communications:**

a. Woodland Street Block Party - October 5, 2019

A motion was made by Trustee Albanese and was seconded by Deputy Mayor Farber to approve the Woodland Street Block Party for October 5, 2019 with a rain date of October 6, 2019, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

b. Resignation- Leonard Park Committee

The Board accepted the resignation of Michael Zucker from the Leonard Park Committee.

c. Resignation – Recreation Commission

The Board accepted the resignation of Kristin Bruno from the Recreation Commission.

d. Application- Recreation Commission

A motion was made by Trustee Albanese and was seconded by Deputy Mayor Farber to appoint Christy McGinn to the Recreation Commission to fill the unexpired term of Kristin Bruno, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

e. Letter from Adrene Cohen

Mayor Picinich read the following letter from Adrene Cohen:

This morning I locked myself out of my house and called the Mt. Kisco Police Department for assistance. Officers Scott Forsythe and Pete Carcaterra arrived within 10 minutes to help me. They were not only sympathetic to my situation they broke down my door with my permission so that I could leave my home to keep an appointment in White Plains.

They secured my residence and had someone come so that the door frame could be repaired while I kept my appointment.

I have lived in Kisco for 33 years and never sought help from the police before. However, today I am proud to say that our officers are the finest and could not be more appreciative of them.

Please note that they went above and beyond any expectation and helped when I thought all hope was lost.

My congratulations to the department, for having such fine and outstanding officers supporting this Town/Village.

I feel safe knowing Pete and Scott are protecting all of us and will always be there when needed.

2) **Petitions:** None.

3) **Board Committee and Commission Reports:** None.

4) **Village Manager's Reports:**

a. Water Report

Mr. Brancati began by saying that total water production for the month of May was a little less than 41 million gallons for an average of 1.3 million gallons per day. The reservoir is at 100% capacity and the Leonard Park wells remain off.

b. Knowlton Avenue - No Left Turn Sign addition

Mr. Brancati stated that the Traffic Rules and Regulations Register is hereby amended to include the following:

Knowlton Ave: No left turn sign shall be erected at the intersection of Knowlton Ave and North Bedford Road for Knowlton Avenue westbound traffic.

5) **Board Reports:**

Deputy Mayor Farber began by saying that she hoped all the fathers enjoyed Father's Day. On June 12th the Historical Society held its last monthly meeting until September; a lot was discussed including its new home which will be ready to move in to by the end of July. The Kirbyville Schoolhouse has finally gotten a good bill of health and is ready to be used and visited once again. She continued to say that the Historical Society, under the guidance of Ralph Vigliotti and Michael, is applying to have the Kirbyville Historical Landscape included in the State and National Register of Historic Places program. On Wednesday, June 12th the Mount Kisco Arts Council kicked off their summer concert series right outside Village Hall in Fountain Park. There was an 18-piece jazz orchestra that included world renowned musicians. Those who were in attendance were wowed. The next concert will highlight Asaran Earth Trio which will share stories and songs from around the world; perfect for the whole family. Please check the concert schedule on the website and also if you miss any of the concerts, they will be available to view on our website and cable channel as well. The Arts Council is also working on opening its pop-up gallery in the center of town. The concert series in Leonard Park is set to start July 11th and will run for four (4) Thursdays through August 4th. On Thursday, June 13th, the Chamber of Commerce had their annual luncheon and introduced their new Board member where Mayor Picinich gave her State of the Village address that was well received. On Friday, June 14th, the Mount Kisco Little League celebrated another successful season with their annual awards barbecue in Leonard Park. Congratulations to all the players, coaches, moms, dads, sponsors, and everyone who made this program so exciting and meaningful. Coming up on June 21st put on your comfortable shoes and celebrate National Pollinators Week coordinated by the CAC, the Historical Society, Tree Board, and Trails team as we will discover the peninsula wetlands and enjoy a water history tour. Thank you to all our volunteers who enjoy keeping our trails clean and discussing wildlife and nature for all to enjoy. Deputy Mayor Farber

ended by inviting everyone to the First Northern Westchester Jewish Festival on Sunday June 23rd. It will be a day of music, food, and fun for the whole family.

Trustee Schleimer began by saying that she wanted to give the public a heads up on two (2) laws that were passed by our legislature. There is a bill that prohibits consumer credit agencies from charging a fee for the placement, removal, or temporary lift of a security freeze following a consumer credit report agency data breach. There is another one effective June 26th that increases the applicability of plain language law to consumer contracts involving amounts up to \$100,000. It is always good to know what's up. Information for filing utility complaints can be filed online with the Department of Public Service at www.dps.ny.gov or call 800-342-3377. She continued to say that she received a request from Ride Connect, which is a local non-profit group that provides rides for people in need who are looking for volunteers. Please call 914-242-7433 to volunteer. Trustee Schleimer continued to say that all dogs must be licensed in Westchester County, please visit the tax office in Village Hall to license your dogs. She wanted to mention again a scam relating to someone who had placed an obituary for her husband, her mail was then forwarded out of state and people attempted to open credit cards in her name. Apparently you can transfer your mail online or with yellow cards without any ID at all. She is meeting with the Westchester County District Attorney to discuss this matter further. Trustee Schleimer also invited everyone to join one of the nature walks over the weekend in celebration of National Pollinators Week. She encouraged everyone to do it; it is an easy walk and is beautiful.

Trustee Albanese began by saying that he hoped all the fathers had a great day. It was great to spend the day with his boys. He continued to say that he is very proud to walk in our town, besides the thirteen (13) adopted areas, many business owners and residents have adopted their own little areas. There is a meeting set up to discuss the landscape at the intersection of Rt. 172 and Rt. 117, and there will be some areas to adopt to make that side of town look better. Trustee Albanese stated that it was good to hear from the merchants and hear their expectations at the annual luncheon. All he hears from anyone coming into the town is how positive their experience is with the Planning Board, Building Department, and Village Manager. The Chamber of Commerce is excited about this year's Septemberfest; they plan for it to be bigger and better; September 13-15, 2019. He continued to thank all the coaches and sponsors for their commitment and dedication to support our youth and to teach them the great game of baseball.

Mayor Picinich began by saying that she and Mr. Brancati were with Congresswoman Lowey, County Executive George Latimer, Deputy County Executive Ken Jenkins, and other officials regarding Community Development Block Grants (CDBG) in Westchester. The Village/Town of Mount Kisco was awarded grants to replace the water main, storm water infrastructure, sidewalks, curbing, and road resurfacing for the entire length of Woodland Street and for the Fox Senior Center in order to update the heating, ventilation, air conditioning (HVAC), electrical, and other items that need to be maintained and upgraded. We have gotten grants in the past for sidewalks along North Moger Avenue and Carpenter Avenue and for the new senior bus, as we continue to look for alternative means of revenue that we don't have to levy on the taxpayers. Mayor Picinich continued to say that she attended a shared services meeting, another countywide initiative in order to identify shared services opportunities to reduce costs. One of the things that Westchester is working on is a strategic or comprehensive plan for cellular service looking at the coverage from a broader prospective rather than each individual municipality. She continued to remind everyone that we are heading into summer and the Village has a specific strategy to maintain property around the Village. Those areas that are by waterways are no-mow zones; you will see that grass getting higher and that is by design to ensure the health of the shoreline.

We also do not use pesticides which means you will see dandelions and clover. She also wanted to let the public know that there are some alternate positions on our Architectural Review Board, Planning Board, and the Zoning Board of Appeals. Our government runs, not just by Village staff alone, but also through all that happens with these volunteer boards. If you are interested in participating, please email Village Manager Edward Brancati to relay that information to the Board. Mayor Picinich finished by saying that there is still some room in the community solar project. Everyone has the opportunity and if you are an energy customer in Mount Kisco you can save on your energy bill. Sign up and receive 10% off your bill.

6) **Old Business:**

- a. Resolution issuing Special Use Permit for Communication Tower on Mountain Ave.
 - i. Crown Castle – Tech Memo
 - ii. Resolution for Board of Trustees to Issue Special Use Permit
 - iii. Planning Board – SEQRA Negative Declaration
 - iv. Planning Board Resolution Authorizing Site Plan Approval

Trustee Schleimer began by saying that she would ask the Board to consider with respect to paragraph 15, that we consider changing that in one of two ways or both; that it shall be remediated within 180 days of receiving a Temporary Certificate of Occupancy (TCO) and that the permanent Certificate of Occupancy (CO) not be issued until in fact the remediation has been accomplished, the alternative is she asks that a bond be posted to make sure that this happens.

Mr. Singleton replied that through discussion with the Planning Board, a final CO would not be issued for the antenna until the existing facility is removed and all communications are operational on the new site. According to the Village code, that length of time cannot exceed 180 days. If they do not comply with that requirement of the code, they will be operating in violation to the tune of \$1,000 a day.

A motion was made by Deputy Mayor Farber and was seconded by Trustee Albanese to adopt the following resolution:

**BOARD OF TRUSTEES
VILLAGE OF MOUNT KISCO**

**AMENDED SPECIAL
USE PERMIT APPROVAL
CROWN CASTLE
1 MOUNTAIN AVENUE**

**Section 69.56, Block 4, Lots 6 & 7
June 17, 2019**

WHEREAS, the subject property consists of two (2) parcels totaling ±32.36 acres of land located at 1 Mountain Avenue and within the Conservation (CD) Zoning District ("the subject property"); and

WHEREAS, the subject property is identified on the Village Tax Maps as Section 69.56, Block 4, Lot 7 and a portion of Section 69.56, Block 4, Lot 6, both of which are owned by the Village of Mount Kisco; and

WHEREAS, Lot 6 is comprised of ±31.93 acres of land and, while it contains an access road off of Mountain Avenue and utilities, Lot 6 is primarily undeveloped forest; and

WHEREAS, Lot 7 is comprised of ±0.43 acre of land and is developed with a Village-owned water tower, 86-foot monopole cellular telecommunications tower and associated equipment shelter, fencing, and other utilities; and

WHEREAS, the subject property is not located within the Village's Personal Wireless Service Facilities (PWSF) Overlay Zone; however, the subject property has contained a telecommunications facility since approximately the mid-1990s; and

WHEREAS, CCATT,LCC ("the applicant"), otherwise known as Crown Castle, currently leases a portion of the subject property from the Village/Town of Mount Kisco; Crown Castle is wireless telecommunications infrastructure company that builds and leases space on its towers for commercial carriers and other entities, such as the Metropolitan Transportation Authority (MTA); and

WHEREAS, the existing tower has an overall height of 86' AGL and currently accommodates two (2) wireless service providers, AT&T (located at 84' AGL) and T-Mobile (located at 74' AGL); and

WHEREAS, the applicant is proposing to remove the existing tower and related equipment and is proposing its replacement via the construction of a new monopole tower with a maximum height of 109' AGL (127.7' AGL to top of lightning rod); the below table provides a summary of the existing and proposed antennas:

Carrier	No. of Antennas		Antennas Dimensions		Antenna Centerline Height in Feet (AGL)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
T-Mobile	3	8	72" x 12"	96" x 24" 57" x 13"	74	104
AT&T	9	9	55" x 12"	55" x 20"	84	84
Verizon	0	6	0	54" x 23"	0	94
MTA	0	2	0	10.9' x 3" 14.7' x 3"	0	126.7 (max)

WHEREAS, while the existing tower and equipment compound area is located entirely on Lot 7, the compound area is proposed to be expanded by approximately 530 s.f. onto a portion of Lot 6; the tower location is proposed to be shifted approximately 25-feet to the south from that of the existing tower; and

WHEREAS, the proposed action includes the reconfiguration and expansion of the fenced compound area to accommodate the equipment necessary for the above-referenced wireless carriers and the MTA; and

WHEREAS, the below table summarizes the ground-based equipment located within the fenced compound area; and

Carrier	Ground-based Equipment
T-Mobile	10' x 20' lease area (existing to remain)
AT&T	15.8' x 22.1' equipment shelter (existing to remain)
Verizon	9' x 20' lease area and one (1) generator
MTA	8' x 16' lease area; 8' x 8' equipment cabinet; 4' x 8' generator pad

WHEREAS, as identified above, the applicant is proposing to re-install antennas for AT&T at the same elevation as the existing (84' AGL), relocate T-Mobile antennas to a greater height (74' AGL to 104' AGL), install a new antenna array for Verizon (94' AGL) and accommodate two (2) new antennas for the MTA; and

WHEREAS, the number of antennas devoted to T-Mobile is proposed to increase (from three (3) to eight (8) antennas) and the size of T-Mobile's antennas is increasing (from 72" x 12" to 96" x 24" and 57" x 13"); and

WHEREAS, while the number and location of AT&T antennas is proposed to remain the same, the size (width) of the proposed AT&T Antennas is nearly doubling (from 12" wide to 20" wide); and

WHEREAS, the proposed 109-foot tower is proposed as a conventional monopole tower which will have maximum diameter of 49.5" at the base of the tower and 20" at the top of the tower; and

WHEREAS, the applicant has confirmed that no tower lighting is proposed or required; and

WHEREAS, it is anticipated that the proposed tower could accommodate one (1) additional future wireless carrier at a height of 74' AGL; however, this potential future carrier location is not part of the instant application; and

WHEREAS, the height of the proposed tower is being primarily precipitated by MTA's antenna height requirements to secure regional police communications and security facilities; and

WHEREAS, the MTA has testified that the two (2) proposed MTA whip antennas (maximum height 126.7' AGL), positioned 17.7' above the top of the proposed tower, is necessary to provide "critical cover" for public safety in Mount Kisco and surrounding municipalities; the MTA facility will be integrated into its regional network of sites that provide essential emergency services to transportation hubs, rail corridors, major roadways, the MTA Police, and local emergency service providers; and

WHEREAS, the applicant has testified that if the subject property cannot be developed as proposed, the MTA would be forced to construct two (2) or more new tower sites at lower elevations, likely near train station hubs and along the railroad; and

WHEREAS, the applicant has stated that one such location would be on MTA property located between Kisco Avenue and the railroad at a far greater gross height than being proposed in the instant application, resulting in visual impacts that would be far more significant; and

WHEREAS, the applicant has demonstrated that the maximum Radio Frequency (RF) levels are anticipated to be less than 15% of the FCC's general public limit at ground level and in proximity to the tower; and

WHEREAS, as currently configured, the proposed action will result in the removal of no trees; and

WHEREAS, as the applicant has identified that the potential habitat for the Indiana Bat (USFWS Endangered) and the Northern Long-Eared Bat (USFS Threatened) exists in proximity to the subject property, no further evaluation will be required of this issue unless field conditions result in unanticipated tree removal or denuding; and

WHEREAS, materials submitted in support of the proposed action include:

- a. Special Permit Application to the Board of Trustees dated May 23, 2019.
- b. Planning Board Application, submitted on March 25, 2019, revised May 22, 2019;

and

- c. As-Built Survey prepared by Global Land Solutions, dated March 20, 2019; and
- d. Photo Simulations prepared by Delta Oaks Group, dated March 22, 2019; and
- e. Viewshed and visibility analysis prepared by Virtual Site Simulations, LLC, dated

May 20, 2019; and

- f. Short Environmental Assessment Form (EAF), dated (last revised) May 22, 2019;

and

- g. EAF Visual Addendum; and

h. Letter from the U.S. Fish and Wildlife Service, dated March 18, 2019, with attachments relative to threatened and endangered species; and

i. NYSDEC Environmental Site Remediation Database Search Details, relating to an off-site location; and

- j. Structural Analysis Report, prepared by GPD Engineering, dated April 23, 2019;

and

- k. RF Emissions Compliance Report, prepared by Sitesafe, LLC, dated June 3, 2019;

and

- l. Letters from PierCon Solutions, dated April 23, 2019 and May 22, 2019; and

m. Letters from Snyder and Snyder, LLP (Attorney for applicant), dated March 25, 2019, April 23, 2019, May 23, 2019 and June 4, 2019, with attachments; and

n. Letters from the Harris Corporation (on behalf of the MTA), dated March 22, 2019, April 23, 2019, and May 21, 2019; and

o. Letter from Dynamic Environmental Associates, Inc., dated April 23, 2019, addressing threatened and endangered species; and

p. FAA Tower Certification, dated March 13, 2019; and

WHEREAS, the Village, on behalf of the Board of Trustees and Planning Board retained Henningson, Durham & Richardson (HDR) to review the radio frequency and other technical aspects of the application and reference is made to HDR's technical review memorandum, dated June 9, 2019, with attachments; and

WHEREAS, as the subject property is located outside of the PWSF Overlay District, site plan approval is required from the Planning Board and a Special Use Permit is required by the Village Board of Trustees; and

WHEREAS, reference is made to a letter prepared by the Village Attorney, dated May 20, 2019, which outlines his interpretation and the application of Section 110-27.1, Personal Wireless Service Facilities Overlay District, of the Village Zoning Code; and

WHEREAS, the application has been reviewed by the Building Inspector, Village Planner, Village Engineer and Village RF Engineer and reference is made to their review memorandums of various dates; and

WHEREAS, the Planning Board is in receipt of a comment letter from the CAC, prepared by John Rhodes (undated); and

WHEREAS, the proposed action was identified as an Unlisted Action under the State Environmental Quality Review Act (SEQRA) and the Planning Board served as Lead Agency during the coordinated review of the application; and

WHEREAS, referrals and/or notifications to appropriate State, County and municipal entities and private property owner pursuant to General Municipal Law § 239-m, Village Law § 7-725-b and Village Code have been made; and

WHEREAS, as Lead Agency, the Planning Board Planning Board has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c) and considered all reasonably related long-term, short-term, direct, indirect, and cumulative environmental effects associated with the proposed action including other simultaneous or subsequent actions

WHEREAS, on June 11, 2019, the Planning Board adopted a Negative Declaration, determining that the proposed action will not have a significant environmental impact and that a Draft Environmental Impact Statement would not be required to be prepared for the application; and

WHEREAS, on June 11, 2019, the Planning Board adopted a Resolution of Approval of the Site Plan application, as modified, with numerous conditions of approval, including the requirement that the applicant secure a Special Permit from the Board of Trustees;

WHEREAS, the Village Board of Trustees has conducted a duly noticed public hearing over a period of months, at which time all interested parties were afforded an opportunity to be heard.

WHEREAS, the Board of Trustees has duly considered the reports, legal memoranda, testimony and various other forms of input from the applicant and its representatives, the MTA, Village, professional staff, consultants and other involved or interested agencies, including but limited to the Planning Board and Conservation Advisory Council;

WHEREAS, the Village Board of Trustees has applied and evaluated the application material referenced above in the context of the requisite standards set forth in Village Code §110-27.1 H (Special Permits for Sites Outside the Personal Wireless Service Facilities Overlay District)

NOW THEREFORE BE IT RESOLVED THAT, the Village Board of Trustees has determined that as well as (a) satisfying a significant public safety issue identified by the Metropolitan Transit Authority and (b) achieving the Village policy of encouraging colocation, the application has properly satisfied the criteria for the issuance of a special permit pursuant to Village Code §110-27.1 in that:

(1) The applicant has demonstrated that the personal wireless service facility is needed to provide coverage to for the various cellular providers to an area of the Village that currently has inadequate coverage for those providers and is of the minimum height and aesthetic intrusion necessary to provide that coverage;

(2) That coverage for all the cellular providers cannot be provided by a personal wireless service facility located within the Personal Wireless Service Facilities Overlay District and the existing facility is insufficient from both a structural and radio frequency coverage perspective to accommodate the prospective collocated cellular providers;

(3) That all reasonable measures in siting the personal wireless service facility within the Personal Wireless Service Facilities Overlay District have been exhausted as demonstrated in the instant application, as well as established by prior applications at this site; and

(4) That technical and space limitations prevent location or colocation in the Personal Wireless Service Facilities Overlay District.

BE IT FURTHER RESOLVED THAT, the Village Board of Trustees of the Village of Mount Kisco hereby grants Special Permit approval for the subject application as more particularly described in (hereafter referred to as the "approved plans"), prepared by Delta Oaks Group, dated (last revised) May 24, 2019:

- ☐ Title Sheet (T-1)
- ☐ Overall Site Plan (C-1.1)
- ☐ Site Layout (C-1.2)
- ☐ Grading Plan (C-2)
- ☐ Erosion & Sediment Control Plan (C-2.1)
- ☐ Landscaping Plan (C-2.2)
- ☐ Tower Profiles (C-3.1)
- ☐ Compound Layout & Photographs (C-3.2)
- ☐ Civil Details (C-4, C-4.1, C-5, C-5.1, C-6, C-7)
- ☐ Antenna Configuration (T-Mobile and MTA) (C-8)
- ☐ Antennas & RDU Details (T-Mobile and MTA) (C-9)
- ☐ Antenna Configuration and Details (Verizon) (C-10)
- ☐ Antennas Configuration (AT&T) (C-11)
- ☐ Antenna & RRU Details (AT&T) (C-12)
- ☐ Grounding Plan (G-1)
- ☐ Grounding Details (G-2, G-3)
- ☐ General Notes (GN-1)

BE IT FURTHER RESOLVED THAT, this resolution of approval shall be subject to the provisions of Village Code 110-46 F, New York State Village Law § 7-7125-b and the following terms and conditions:

1. All WHEREAS clauses contained within the body of this Resolution shall be deemed incorporated as conditions of approval, as if fully set forth herein.

2. Applicant shall satisfactorily address any outstanding written comments provided by the Building Inspector, Village Planner, Village Engineer, Village RF Engineer and/or Village Attorney.

3. Applicant shall comply with all conditions set forth in the Site Plan approval resolution of the Planning Board dated June 11, 2019, which such conditions shall be deemed incorporated by reference herein.

4. Before commencement of any land disturbance, placing construction equipment on-site or actual construction, the subject property must be staked out by a NYS

Licensed Land Surveyor and applicant shall provide prior notice to the Village Manager before commencing any construction or on-site activities.

5. Applicant shall be liable for any damage and/or restoration costs as a result of damage caused by construction to any Village property.

6. Applicant shall obtain all necessary approvals from the FCC and any other governmental agency having jurisdiction.

7. As-built drawings for each wireless carrier installation and for the MTA shall be submitted by a licensed professional engineer to the Village Manager.

8. The number, size, and configuration of antennas shall be as depicted on the plans approved herein.

9. No lighting shall be permitted on the tower or on any antenna array.

10. The applicant shall be responsible for all site security of the Facility.

11. Operations shall be maintained in accordance with the Village's Telecommunications Code and all other relevant Village codes. Any change to the approved plans and as-builts that may be proposed in the future, including but not limited to the number, sizes, locations, and transmit powers or frequencies of antennas (including introduction of 5G services) shall be reviewed by the Planning Board prior to modification. All necessary approvals shall be obtained before any modifications to existing equipment are conducted. Additional co-location that may be contemplated at the site must first be approved by the Planning Board and Village Board of Trustees.

12. All applicable Village code and other Federal/State requirements relating to construction, operations, periodic compliance reporting, certifications, permit renewals, and other items shall be adhered to by the applicant for the life of the facility.

13. Failure to comply with any of the aforesaid conditions shall constitute a violation of Special Permit approval and shall subject the applicant to prosecution, penalties and/or permit revocations pursuant to applicable law.

14. Nothing herein shall be deemed to waive, modify or relieve the applicant from securing all necessary approvals from other permitting boards, agencies or officials.

15. The current Facility shall be removed, and remediated within 180 days of the new Facility being issued a temporary certificate of occupancy.

16. This approval shall expire, without prior notification upon the expiration or termination of the lease between the Village of Mount Kisco and the applicant.

17. The approval herein is expressly conditioned upon the Village and Metropolitan Transit Authority negotiating a mutually acceptable agreement for the provision of communications equipment (or funds therefore) for Village first responders and Village personnel.

All in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Nay

7) **New Business:**

a. Schedule Public Hearing to Amend New Zoning Map – July 8, 2019 - 7:00 p.m.

A motion was made by Trustee Schleimer and was seconded by Deputy Mayor Farber to schedule a public hearing to amend the zoning map for Monday, July 8, 2019 at 7:00 p.m.; all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye

Trustee Karen Schleimer Aye

b. Resolution authorizing a real property tax settlement- 25 Hubbells Drive

A motion was made by Deputy Mayor Farber and was seconded by Trustee Schleimer to adopt the following resolution with a fair market assessment going forward from 2019:

WHEREAS, petitions have been filed by the property owner below, challenging real property tax assessments on the Town and Village assessment rolls with respect to the following parcels:

Property Owner	Tax Designation	Years
25 Hubbells Dr.	69.57-1-3.2	2014 to 2018 (Town)
Mount Kisco Corp.		2014 to 2019 (Village)

WHEREAS, petitioner's court challenge is now pending in the Supreme Court, Westchester County; and

WHEREAS, the Village and the property owner have reached a mutually agreeable resolution;

NOW THEREFORE BE IT RESOLVED, the Office of the Village Attorney is authorized to execute a settlement on behalf of the Town for assessments for no less than the following:

Village Proceedings:

Assessment Year:	Original:	Proposed Settlement:	Reduction:
2014	\$247,500	\$183,150	\$64,350
2015	\$247,500	\$163,020	\$84,480
2016	\$215,000	\$169,200	\$45,800
2017	\$215,000	\$164,400	\$50,600
2018	\$215,000	\$170,150	\$44,850
2019	\$215,000	\$165,270	\$49,730

Town Proceedings:

Assessment Year:	Original:	Proposed Settlement:	Reduction:
2014	\$462,500	\$334,480	\$128,020
2015	\$440,000	\$333,640	\$106,360
2016	\$440,000	\$348,800	\$91,200
2017	\$400,000	\$345,000	\$55,000
2018	\$360,000	\$333,535	\$26,465

All in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

c. 2018 LOSAP- Ambulance Corp

A motion was made by Deputy Mayor Farber and was seconded by Trustee Albanese to adopt the following resolution:

RESOLVED, the Board of Trustees, as sponsors of the Length of Service Award Program (LOSAP) for the Mount Kisco Volunteer Ambulance Corps, approve the points earned by active volunteers for calendar year 2018, including credit for past qualified service, as certified by Mount Kisco Volunteer Ambulance Corps Length of Service Award Program Committee on the attached lists, and

BE IT FURTHER RESOLVED, Edward W. Brancati, Village Manager is authorized to sign the "2018 Sponsor Authorization Form".

All in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

d. Resolution authorizing Village Manager to sign Historic Register Application- Kirbyville Historic Cultural Landscape

Ralph Vigliotti began by saying that the team was commissioned by Harry McCartney and Eva Marshall to take a close look at the Kirbyville section of Mount Kisco, which most people do not know, had a large industrial area including several saw mills and factories back in the 19th century. This application outlines the history that Mount Kisco has and hopefully will be included in the State and National Register of Historic Places program and he appreciates the Board supporting this application.

A motion was made by Deputy Mayor Farber and was seconded by Trustee Schleimer to adopt the following:

Resolution of Support for the State and National Register of Historic Places Program Application for the Kirbyville Historic Cultural Landscape

Whereas, the Mount Kisco Historical Society would like to designate Kirbyville Historic Cultural Landscape with the State and National Registers of Historic Places Program;

Whereas, The Kirbyville Historic Cultural Landscape extends from the area surrounding Leonard Park (Main Street and South Bedford Road), including the French Revolutionary War Encampment, the St. George's/ St. Mark's Historic Cemetery, and follows the Kisco River south and west past the site of the 18th century gristmill, an 1828 stone/mortar bridge, the large remains of the mid-19th century dam, west past the site of the Spencer Optical Factory, and past other industrial sites;

Whereas, the Village/Town of Mount Kisco is the owner of the Kirbyville Historic Cultural Landscape and would like to nominate and support the consideration and inclusion in the State and National Register of Historic Places;

Now, Therefore, Let it be Resolved that the Board of Trustees of the Village/ Town of Mount Kisco hereby approve and support the application for the Kirbyville Historic Cultural Landscape for consideration in the State and National Register of Historic Places;

Further be it Resolved, that the Board of Trustees authorizes the Village Manager to sign said application and statement of owner support.

All in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

e. Resolution Authorizing Village Treasurer to Pay Certain Claims in Advance of Village Board Audit and Approval

A motion was made by Trustee Schleimer and was seconded by Deputy Mayor Farber to adopt the following:

RESOLVED, in order to avoid paying late fees, the Village Treasurer is authorized to pay in advance of audit, claims for public utility services (electric, gas, and telephone services), credit cards, postage charges, and those contractual lease payments coming due before the next regularly scheduled Board of trustees meeting, provided that such claims shall be presented at the next regular meeting for audit. This authorization shall expire the first regular meeting held in September 2019.

All in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

f. SPCA Contract Extension

A motion was made by Trustee Schleimer and was seconded by Trustee Albanese authorizing the Village Manager to sign the extension of the SPCA contract; all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

8) **Bills:** General, Senior Nutrition, Water, Sewer, Library and Capital Project Funds

A motion was made by Trustee Albanese and was seconded by Deputy Mayor Farber to pay the bills as submitted on June 12, 2019 for the months of May and June 2019 as follows:

General Fund	\$ 634,882.79
Water Fund	\$ 411,527.39
Sewer Fund	\$ 12,684.16
Library Fund	\$ 7,416.01
Capital Fund	\$ 231,344.83
Trust Fund	\$ 11,349.52
TOTAL	\$ 1,309,204.70

All in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

9) **Minutes:**

a. VB - Regular Meeting 4-15-2019

A motion was made by Deputy Mayor Farber and was seconded by Trustee Schleimer to accept the April 15, 2019 meeting minutes, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

b. VB- Regular Meeting 4-29-2019

A motion was made by Deputy Mayor Farber and was seconded by Trustee Schleimer to accept the April 29, 2019 meeting minutes, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

c. VB – Regular Meeting 5-6-2019

A motion was made by Deputy Mayor Farber and was seconded by Trustee Schleimer to accept the May 6, 2019 meeting minutes, all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Karen Schleimer	Aye

10) **Non-Local Business:** – None.

11) **Public Comment:** -

There being no further business to come before the Board, Mayor Picinich made a motion to go into executive session for the purposes of discussing the employment history and employment of a particular person as well as the proposed lease of real property whereby publicity would substantially affect the value thereof at 8:55 pm and was seconded by Trustee Albanese; all in favor:

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

Trustee Albanese made a motion to come out of executive session at 10:02 p.m and was seconded by Deputy Mayor Farber; all in favor

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

Deputy Mayor Farber made a motion to authorize the Mayor to sign the employment agreement with Peter Miley to serve as the Building Inspector for the Village/Town of Mount Kisco for a three year term effective December 1, 2018; all in favor

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

Mayor Picinich made a motion to close the Village Board meeting at 10:05 p.m. and was seconded by Trustee Schleimer; all in favor

Motion Adopted

Mayor Gina Picinich	Aye
Deputy Mayor Jean Farber	Aye
Trustee Isidoro Albanese	Aye
Trustee Karen Schleimer	Aye

Edward W. Brancati
Village Manager

/lh



December 18, 2020

Honorable Chairman
and Members of the Planning Board
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

RE: 180 S. Bedford Road
Public Utility Wireless Telecommunications Facility
Homeland Towers, LLC

Dear Honorable Chairman and
Members of the Planning Board:

I am Robert C. Burns, with APT Engineering, the project engineer for the above referenced project to construction a public utility wireless telecommunications facility ("Facility") at the above referenced property ("Property"). As you are aware the application ("Application") filed by Homeland Towers and Verizon Wireless ("Applicants") also includes a request for a Steep Slope Permit in accordance with §110-33.1(A) of the Zoning Code. In reviewing the Application, the following factors are offered for consideration in accordance with the Steep Slope Permit requirements contained in the Village Zoning Code. Please note that the following sections in **bold** face type are the actual quotes from the Zoning Code, and the response to each section is noted below.

A. Steep slopes.

(1) Development limitations. To protect environmentally sensitive lands, preserve the Village's natural resources, and promote the orderly development of land, development on parcels that contain excessively steep slope areas, which parcel on the effective date of this chapter is in excess of 40,000 square feet and is in single, undivided ownership, shall be limited by deducting the following from the gross lot area of such parcels to determine the net lot area [in conjunction with § 110-33.1B(1) herein]:

(a) Fifty percent of the area of steep slopes greater than 25%.

(b) Twenty-five percent of the area of steep slopes greater than 20% but not greater than 25%.

Please see below the following slope information for the Property:

111,614 SF slopes 20%-25%;

381,778 SF slopes over 25%; and

45% of the existing property has slopes over 20%.

(2) Steep slopes protection regulations.

(a) Purpose. For the purpose of preventing erosion, preventing stormwater runoff and flooding, providing safe building sites, preventing landslides and soil instability, protecting the quantity and quality of the Village's surface and groundwater resources, protecting important scenic views and vistas, preserving areas of wildlife habitat, minimizing the area of land disturbance related to site

APT ENGINEERING

567 VAUXHALL STREET EXTENSION, SUITE 311 · WATERFORD, CT 06385 · PHONE 860-663-1697 · FAX 860-663-0935

□ 116 GRANDVIEW ROAD · CONWAY, NH 03818 · PHONE 603-496-5853 · FAX 603-447-2124

development and protecting the Village's character and property values, it is the intent of these steep slope regulations to minimize disturbance on steep slopes and to avoid disturbance and construction activities on very steep slopes. Further, it is the intent of these steep slope regulations to minimize the development of hilltops and ridgelines. The Village Board, the Planning Board, the Zoning Board of Appeals, the Building Inspector and the Village Engineer shall take these objectives into consideration in reviewing and acting on any plans submitted pursuant to the provisions of this chapter.

(b) Exempt and regulated activities.

[1] Regulated activities.

[a] It shall be unlawful to create any disturbance greater than 100 square feet in aggregate, or to cut any tree with a diameter greater than four inches when measured from 1 1/2 feet from ground level, on any steep slope, hilltop, or ridgeline, other than an exempt activity as defined herein, without a Steep Slopes Permit issued in conformance with these regulations.

The proposed project involves 7,436 SF (2,346 sf of 20-25% slope and 5,090 sf of over 25% slope) of disturbance on slopes over 20% and trees larger than 4" diameter. Therefore, as the project involves land disturbance in areas with slopes over 20%, a Steep Slope Permit will be required, and the Applicants respectfully request that the Planning Board issue the Steep Slope Permit.

[b] In order to protect the stability of slopes and to ensure the safety of residents, construction activities on steep slopes shall be minimized and shall follow the standards for grading set forth herein.

The grading plan included with the Site Plan follows the standards set by the Village code.

[c] Construction activities shall not be permitted on very steep slopes unless there is no viable alternative.

The proposed plan has 5,090 sf of disturbance on very steep slopes, however due to the location of the Facility and slope of the Property there is no other viable alternative.

[2] Exempt activities. The following activities shall be exempt from provisions of this chapter:

[a] Any customary landscaping, provided that any such activity conforms to all other applicable laws of the Village of Mt. Kisco.

[b] Repair of existing structures with no increase in any physical dimension.

The project does not qualify as an exempt activity therefore a Steep Slope Permit has been requested.

(c) Standards for development approval. In denying, granting, or granting with modifications any application for a steep slopes permit, the Planning Board shall consider the consistency of the proposed activity with the following standards:

[1] Disturbance and construction activities on very steep slopes shall not be permitted unless there is no viable alternative.

With the Facility proposed in this location there is no viable option to avoid the disturbance of very steep slopes.

[2] Disturbance of areas with steep slopes shall be in conformance with the following provisions:

[a] The planning, design and development of buildings shall provide the maximum in structural safety and slope stability while adapting the affected site to, and taking advantage of, the best use of the natural terrain and aesthetic character.

The compound has been designed to minimize the disturbance in the area of development.

[b] The terracing of building sites shall be kept to an absolute minimum. The construction of retaining walls greater than six feet in height or 60 feet in length shall not be permitted unless there is no viable alternative.

The site is not terraced and there are no retaining walls currently proposed.

[c] Roads and driveways shall follow the natural topography to the greatest extent possible in order to minimize the potential for erosion and shall be consistent with other applicable regulations of the Village of Mt. Kisco and current engineering practices.

The proposed access drive to the compound extends off the existing access drive and follows the natural terrain to the most feasible way possible to reduce land disturbance and meet current engineering practices.

[d] Replanting shall consist of vegetation intended to further slope stabilization with a preference for indigenous woody and herbaceous vegetation.

Currently the proposed slopes are to be seeded with NYSDEC permanent construction area planting mixture #1 from the New York State Standards and Specifications for Erosion and Sediment control (Blue Book), latest edition and covered with Erosion Control Blankets to allow the turf to be established.

[e] When development activities are proposed to occur on hilltops or ridgelines, the plans submitted for review shall demonstrate that the impacts on the functions, aesthetics and essential characteristics of such areas are effectively minimized and mitigated. The natural elevations and vegetative cover of ridgelines shall be disturbed only if the crest of a ridge and the tree line at the crest of the ridge remains uninterrupted and shall not be permitted unless there is no viable alternative. This may be accomplished either by positioning buildings and areas of disturbance below a ridgeline or hilltop or by positioning buildings and areas of disturbance at a ridgeline or hilltop so that the elevation of the roof line of the building is no greater than the elevation of the natural tree line. However, under no circumstances shall more than 50 feet along a ridgeline, to a width of 50 feet generally centered on a ridgeline, be disturbed.

The Facility is not located on a hilltop or ridgeline.

[f] Any regrading shall blend in with the natural contours and undulations of the land.

All proposed grading will be blended into the existing natural contours.

[g] Cuts and fills shall be rounded off to eliminate sharp angles at the top, bottom, and sides of regraded slopes.

All proposed cuts and fill contours are shown rounded off on the Site Plan.

[h] The angle of cut and fill slopes shall not exceed a slope of one vertical to two horizontal except where retaining walls, structural stabilization, or other methods acceptable to the Village Engineer are used, in which case the angle shall not exceed a slope of one vertical to three horizontal.

The cut and fill slopes do not exceed a 2:1 slope.

[i] Tops and bottoms of cut and fill slopes shall be set back from structures a distance that will ensure the safety of the structures in the event of the collapse of the cut or fill slopes. Generally, such distance shall be considered to be six feet plus 1/2 the height of the cut or fill.

The Facility is set back from the edge of the slope by 26' and the foundation of the tower will be designed so that it will not be sitting on any of the proposed fill required for construction of the equipment compound. There are no other structures on the site other than a concrete equipment pad which is approximately 5' from the edge of the slope.

[j] Disturbance of rock outcrops shall be by means of explosives only if labor and machines are not effective and only if rock blasting is conducted in accordance with all applicable regulations of the Village of Mt. Kisco and the State of New York.

There are no rock outcroppings observed within the proposed area of disturbance. It is not known if there is any ledge in the area because a Geotechnical Explorations has not been performed yet. The Applicants do not anticipate the need for blasting to construct the proposed Facility. If ledge is encountered, chipping is preferred to blasting. If blasting were required, an appropriate protocol would be followed in accordance with state and municipal regulations.

[k] Disturbance of steep slopes shall be undertaken in workable units in which the disturbance can be completed and stabilized in one construction season so that areas are not left bare and exposed during the winter and spring thaw periods (December 15 to April 15).

The total construction time is anticipated to take 12 weeks and no disturbance to any steep slopes will occur between December 15 and April 15.

[l] Disturbance of existing vegetative ground cover shall not take place more than 15 days prior to grading and construction.

The Applicants will comply with this requirement.

[m] Temporary soil stabilization, including, if appropriate, temporary stabilization measures such as netting or mulching to secure soil during the grow-in period, must be applied to an area of disturbance within two days of establishing the final grade, and permanent stabilization must be applied within 15 days of establishing the final grade.

Erosion control blankets are proposed on all graded slopes with a 3:1 slope or steeper.

[n] Soil stabilization must be applied within two days of disturbance if the final grade is not expected to be established within 21 days. In locations where construction activities have temporarily ceased, temporary soil stabilization measures must be applied within one week.

The Erosion Control notes (Site Plan Sheet- EC-1) on the Site Plan comply with this criteria.

[o] Topsoil shall be stripped from all areas of disturbance, stockpiled and stabilized in a manner to minimize erosion and sedimentation, and replaced elsewhere on the site at the time of final grading. Stockpiling shall not be permitted on slopes of greater than 10%.

Soil Stockpiling as shown on the Site Plan is not proposed on any slopes greater than 10% and that a note has been added to the Temporary Stockpile Detail (See Site Plan Sheet EC-2).

[p] No organic material or rock with a size that will not allow appropriate compaction or cover by topsoil shall be used as fill material. Fill material shall be no less granular than the soil upon which it is placed, and shall drain readily.

All fill material will be in accordance with a Licensed Geotechnical Engineers recommendations once a Geotechnical Report has been completed for the project.

[q] Compaction of fill materials in fill areas shall be such to ensure support of proposed structures and stabilization for intended uses.

All compaction of fill material will be in accordance with a Licensed Geotechnical Engineers and the proposed Tower and Tower Foundation design engineer's recommendations once a Geotechnical Report and tower design has been completed for the project.

[r] Structures shall be designed to fit into the hillside rather than altering the hillside to fit the structure. (Among the methods that may be employed to achieve this goal are reduced footprint design, "step-down" structures, stilt houses, minimization of grading outside the building footprint, placement of structures at minimum street setback requirements to preserve natural terrain, etc.).

There are no "buildings" being proposed as part of the Facility.

[s] Development shall be sited on the least sensitive portions of the site to preserve the natural landforms, geological features, and vegetation.

Where the development is currently being proposed on the site is designed to not affect and natural land forms geological features and to try and minimize any tree clearing.

[t] The stability of slopes and the erodibility of soils on slopes is a function of various physical soil properties and underlying bedrock conditions. Where site surveys indicate the presence of soils or underlying bedrock conditions the physical properties of which might present limitations on construction practices or high erodibility that may result in unstable slopes, the Planning Board may limit the type and extent of construction activities or disturbance to these areas as necessary to ensure public health, safety, and welfare.

The project is designed such that the proposed slopes are stable and will not be impacted by erosion.

[u] Impacts from construction activities or other disturbance on bedrock outcrops and glacial erratics shall be minimized.

There were no outcroppings or glacial erratics visible in the area of the development area.

[v] All measures for the control of erosion and sedimentation shall be undertaken consistent with this chapter and with the Westchester County Soil and Water Conservation District's "Best Management Practices Manual for Erosion and Sediment Control," and New York State Department of Environmental Conservation "Guidelines for Urban Erosion and Sediment Control", as amended, or its equivalent satisfactory to the Planning Board, whichever requires the higher standards.

All erosion control measures have been designed in accordance with NYSDEC guidelines.

[w] All proposed disturbance of steep slopes shall be undertaken with consideration of the soils limitations characteristics contained in the Identification Legend, Westchester County Soils

Survey, 1989, as prepared by the Westchester County Soil and Water Conservation District, in terms of recognition of limitation of soils on steep slopes for development and application of all mitigating measures, and as deemed necessary by the Planning Board.

According to the Westchester County Soils Survey, CsD soils which are a B soil are located in the proposed area of disturbance.

(d) Permit procedures.

[1] Application for permit. An application for a steep slopes permit shall be filed with the Planning Board, and shall contain the following information and such other information as required by it, except when waived by the Planning Board as not pertinent or necessary for the proposed disturbance:

[a] Name, post office address and telephone number of the owner and applicant.

Property Owner is Skull Island Partners LLC,
c/o David Seldin, 1571 Oceanview Drive, Tierra Verde, Florida 33715
(646) 932-3628

Applicants are Homeland Towers, LLC and New York SMSA Limited Partnership d/b/a Verizon Wireless, c/o Snyder & Snyder, LLP 94 White Plains Road, Tarrytown, New York 10591
(914) 333-0700

[b] Street address and Tax Map designation of property covered by the application.

The Property is identified as 180 South Bedford Road - SBL 80.44-1-1

[c] Statement of authority from owner for any agent making application.

A letter of authorization from the Property Owner has been included with the Application.

[d] Listing of property owners adjacent to, across streets from, and downslope within 500 feet of the property, and any additional property owners deemed appropriate by the Planning Board.

A map and list of adjacent property owners has been included on Sheet R-1 of the Site Plan.

[e] Statement of proposed work and purpose thereof.

This has been included in the Application, the Application is for a public utility wireless telecommunications facility to address a significant gap in Verizon Wireless's network.

[f] A statement prepared by a licensed architect, registered landscape architect, or engineer, that describes:

[i] The methods to be used in overcoming foundation and other structural problems created by slope conditions, in preserving the natural watershed and in preventing soil erosion; and

[ii] The methods to be used to eliminate or mitigate water runoff on all adjacent properties and any other property that will be naturally affected by increased water runoff.

The proposed equipment compound is designed with clean broken stone with 40% voids that will allow the increase in runoff to be held within the voids and infiltrated back into the ground. A swale has been designed on the south side of the driveway to convey the existing stormwater runoff from the uphill areas south of the proposed development area around the proposed compound and driveway and discharge through a riprap energy dissipator, slowing down the runoff where it will naturally drain down the hill towards S. Bedford Road as it does in existing conditions

[g] A statement made under the seal of a licensed professional engineer certifying that:

[i] The proposed activity will disturb the steep slope area to the minimum extent practicable; and

[ii] The proposed mitigation measures will prevent, to the maximum extent practicable, the adverse effect of any disturbance of the steep slope area on the environment and any neighboring properties.

The proposed development has been designed to minimize the disturbance on steep slope areas as much as possible and that disturbance will not adversely effect the neighboring properties.

[h] Eleven copies of plans for the proposed regulated activities drawn to a scale of not less than one inch equals 50 feet (unless otherwise specified by the Planning Board). Such plans shall be sealed and show the following:

[i] Location of proposed construction or disturbance and its relationship to property lines, easements, buildings, roads, walls, sewage disposal systems, wells, and wetlands within 100 feet of the proposed construction or disturbance, unless a greater distance is deemed appropriate by the Planning Board.

This has been included on the Site Plan.

[ii] Estimated material quantities of excavation/fill.

465 CY of excavation, 780 CY of fill required and 215 CY of gravel import.

[iii] Location and size of areas of soils by soils types in the area of proposed disturbance and to a distance of 100 feet surrounding the area of disturbance.

Soil boundaries and soil types are included on the Site Plan.

[iv] Existing and proposed contours (NGVD, National Geodetic Vertical Datum) at two-foot intervals in the area of proposed disturbance and to a distance of 100 feet beyond.

This information has been provided on the Site Plan.

[v] Slope categories for the entire project site itself showing at minimum the steep slope and very steep slope categories. Slope is to be determined from on-site topographic surveys prepared with a two-foot contour interval. The vertical rise is to be measured, on the basis of two-foot contours, in a ten-foot horizontal length.

This information has been provided on the Site Plan.

[vi] Cross sections of steep slope areas proposed to be disturbed.

A Cross section through the steep slope area has been provided on the Site Plan.

[vii] Retaining walls or like constructions, with details of construction.

There are no retaining walls or like construction proposed.

[viii] Erosion and sedimentation control plan prepared in accordance with the requirements listed above in Subsection A(2)(c)[2][k] through [o]. These plans must be submitted under the seal of a licensed professional engineer and must show and certify the following:

[A] All existing and proposed natural and artificial drainage courses and other features for the control of drainage, erosion and water.

[B] The calculated volume of water runoff from the slope(s) and from the lot in question, as unimproved.

[C] The calculated volume of water runoff from the slope(s) and from the lot in question, as improved.

[D] The existence, location and capacity of all natural and artificial drainage courses and facilities within 500 feet of the lot, which are or will be used to carry or contain water runoff to and from the slopes(s) and the lot.

The sediment and erosion control plans contain everything except all natural and artificial drainage courses and facilities within 500' of the lot. The proposed design is decreasing the runoff analysis of those areas are not necessary. The Property drains into S. Bedford Road and per this requirement that has been shown on the Site Plan.

[J] A list of all applicable county, state or federal permits that are required for such work or improvements.

There are no applicable county, state or federal permits required. The approvals required for the Facility have been noted on the EAF filed with the Application.

[K] An application fee in the amount set forth in a fee schedule established by the Village Board.

The Applicants have filed the necessary application fees with the Planning Board.

Conclusion

Based on the aforementioned it is respectfully submitted that the Applicants have met the criteria for issuance of the Steep Slope Permit.

Sincerely,

APT Engineering

A handwritten signature in black ink, appearing to read 'Robert C. Burns', with a long horizontal flourish extending to the right.

Robert C. Burns, P.E.
Program Manager



STORMWATER MANAGEMENT REPORT

**PROPOSED WIRELESS
TELECOMMUNICATIONS FACILITY**

**MOUNT KISCO
180 S. BEDFORD ROAD
MOUNT KISCO, NEW YORK 10594**

Prepared for:

**Homeland Towers, LLC
9 Harmony Street, 9th Floor
Danbury, CT**

Prepared by:

**APT Engineering, P.C.
567 Vauxhall Street Extension, Suite 311
Waterford, CT 06385**

November 2020



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Introduction

At the request of Homeland Towers, LLC, APT Engineering, P.C. (“APT”) has undertaken analysis of and design to address stormwater impacts resulting from development of a proposed wireless telecommunications facility at 180 S. Bedford Road in Mount Kisco, New York (the “Project”). The Project, known as Mount Kisco, involves the installation of a fenced 2,542 SF gravel telecommunications equipment compound with a 140’ AGL Monopine and associated utilities off an existing gravel/paved driveway at 180 S. Bedford Road in Mount Kisco, New York (“Site”).

The purpose of this report is to provide an analysis of the potential stormwater drainage impacts associated with the Project, as well as a description of the design to mitigate such potential stormwater drainage impacts. The design is intended to be in full compliance with the State and Town regulations while taking prevailing site conditions and practical factors into account.

Existing Site Conditions

The Site is a privately-owned irregular shaped parcel located at 180 S. Bedford Road in Mount Kisco, New York, that consists of approximately 25± acres of mostly undeveloped forested land. The center of the lot has a cleared area where a former camp ground was located.

The Site’s existing topography generally slopes downward in all directions from high points in the middle of the parcel. Within the project area, the topography slopes downward to the north from a high point to the south and includes slopes that range from approximately 0 to 50 percent throughout. Elevations within the Site range from approximately 530 feet AMSL in the middle portion of the site to approximately 402 feet AMSL in the southeast corner, 408 in the southwest corner and 386 feet AMSL in the northwest corner of the site. Elevations within the project area range from approximately 446 feet AMSL to the south of the project area to approximately 414 feet AMSL on the north side of the project area.

Developed Site Conditions

The Project will be constructed off an existing gravel/paved access drive in the northwestern area of the Site in an existing forested area. Access to the Site will be provided via an existing gravel/paved access drive off S. Bedford Road. The Project includes the installation of 41’x62’ (2,542± SF) fenced gravel equipment compound with a 140’ AGL Monopine and associated utilities. The project will be located in an existing wooded area to the west of the existing access drive. 50 trees will need to be removed within the project area.

Stormwater Management

Analysis Methodology

The hydrologic analysis was performed using the HydroCAD stormwater modeling system computer program developed by HydroCAD Software Solutions, LLC.

Hydrographs for each watershed were developed using the SCS Synthetic Unit Hydrograph Method with a Type III rainfall distribution. Hydrographs were developed for the NOAA Atlas 14, Volume 10, Version 2 Precipitation 2-, 5-, 10-, and 25-year storm event with rainfall depths of 3.50, 4.51, 5.36 and 6.52 inches respectively.

The existing and proposed drainage areas used in the calculations are illustrated on the Existing and Proposed Drainage Area Plans (EDA-1 & PDA-1). These maps and the corresponding HydroCAD output are attached.

Existing Drainage Patterns

The proposed Project area drains from the south of the project area overland through existing woodland to the north of the project area and eventually to the existing gravel/paved access drive. The access drive eventually drains to the S. Bedford Road drainage system.

The Site was modeled at one (1) Analysis Point (“AP-1”). AP-1 is the top of the existing slope above the existing access drive to the north of the Project area. Peak discharges have been computed at the point of study for the 2-, 25-, 50-, and 100-year storm events.

The project site soils identified by the United States Department of Agriculture (USDA) Natural Resources Conservation Service consist of Map Unit Symbol ChB, named “Charlton fine sandy loam, 3 to 8 percent slopes,” CsD, named “Chatfield-Charlton complex, 15 to 35 percent slopes, very rocky” and CrC, named “Chatfield-Charlton complex, 0 to 15 percent slopes, very rocky”. Map Unit Symbol ChB, CsD and CrC are classified in the HSG rating of “B”.

The pre-developed discharges at the Analysis Point are tabulated in Table 1-1.

Table 1-1

<i>Analysis Point</i>	Pre-developed Peak Storm Runoff (Q), cubic feet per second (cfs)			
	2-year	5-year	10-year	25-year
AP-1	0.19	0.58	1.03	1.76

Proposed Drainage Patterns

The Project will require the removal of an existing grass area and the installation of 41’x62’ (2,542± SF) fenced gravel equipment compound with a 140’ AGL Monopine and associated utilities.

To manage the increase in post-development runoff due to the change in cover type associated with converting woodland to grass, gravel and concrete equipment pads, the gravel equipment compound has been designed to be 12” thick crushed stone with 40% voids. The crushed stone gravel compound will store the increased runoff created by the change in ground cover and allow the increased runoff to infiltrate into the ground.

The infiltration rate for the crushed stone equipment compound is modeled with a rate of 1.00 inch/hour. The infiltration rate were determined from the Saturated Hydraulic Conductivity Maps by the United States Department of Agriculture (USDA) Natural Resources Conservation Service. The infiltration rates for the ChB, CrC and CsD was shown to be 1.45 inches/hour but was reduced to 1.00 inch/hour for this analysis.

Since the proposed development mimics the existing conditions, the post-development condition was modeled using the same Analysis Point. Peak discharges have been computed at the point of study for the 2-year, 5-year, 10-year, and 25-year storm events. The post-development discharges at each point of study are tabulated in Table 1-2.

Table 1-2

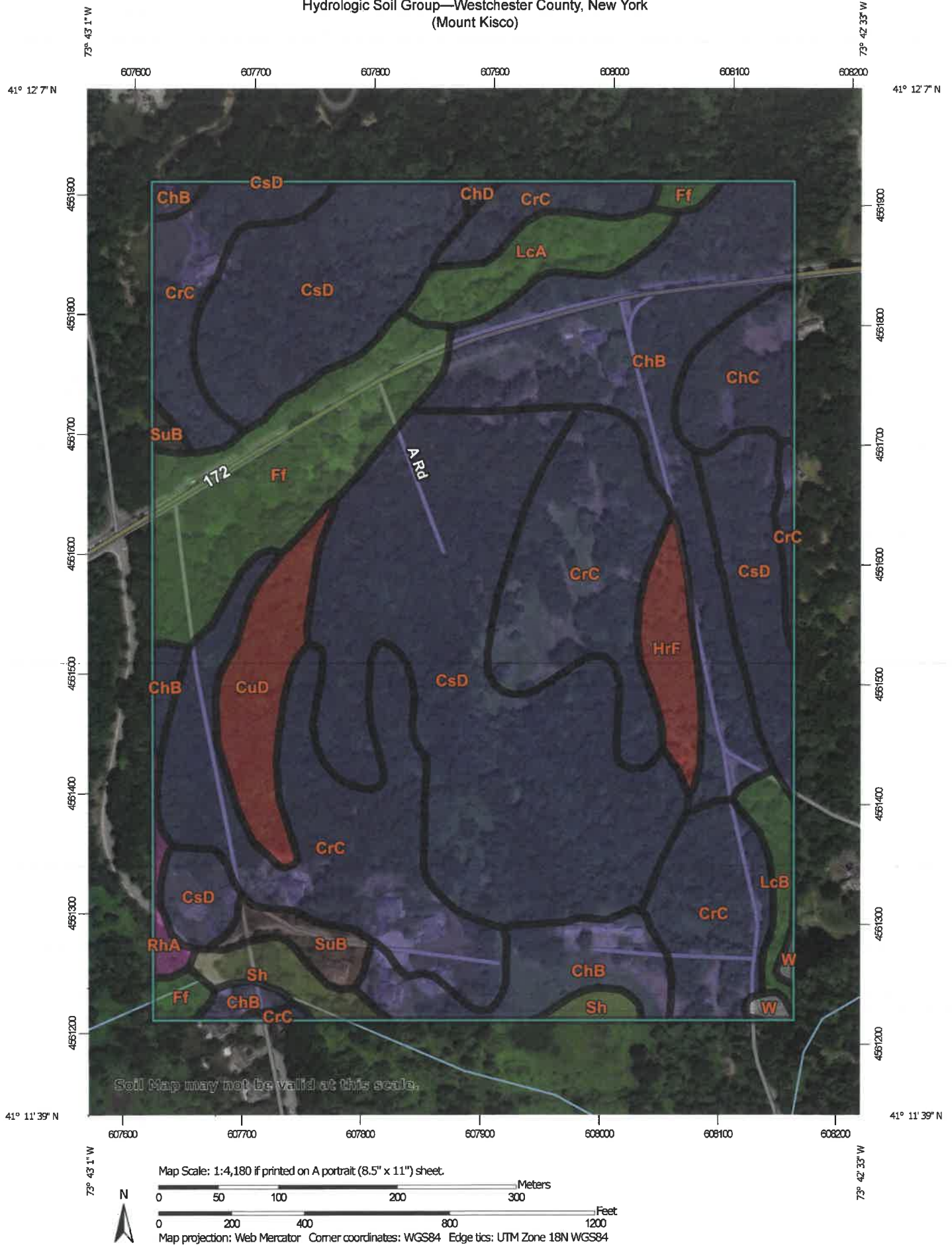
<i>Analysis Point</i>	Post-developed Peak Storm Runoff (Q), cubic feet per second (cfs)			
	2-year	5-year	10-year	25-year
AP-1	0.17	0.51	0.90	1.54

Conclusion

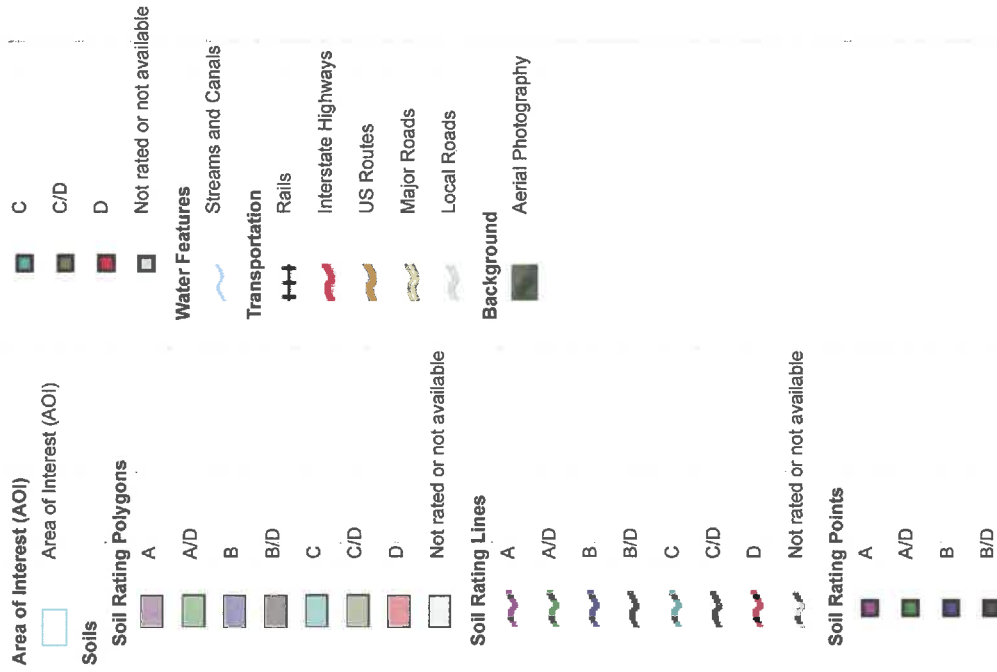
The stormwater management for the proposed site has been designed such that the post-development peak discharges to the waters of the State of New York for the 2-, 5-, 10-, and 25-year storm events are less than the pre-development peak discharges. As a result, the proposed telecommunication facility will not result in any adverse conditions to the surrounding areas and properties.

APPENDIX A: NRCS SOIL SURVEY

Hydrologic Soil Group—Westchester County, New York (Mount Kisco)



MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Westchester County, New York
Survey Area Data: Version 16, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 16, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
ChB	Charlton fine sandy loam, 3 to 8 percent slopes	B	15.5	16.5%
ChC	Charlton fine sandy loam, 8 to 15 percent slopes	B	2.5	2.7%
ChD	Charlton fine sandy loam, 15 to 25 percent slopes	B	0.1	0.1%
CrC	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	B	25.3	27.0%
CsD	Chatfield-Charlton complex, 15 to 35 percent slopes, very rocky	B	30.1	32.2%
CuD	Chatfield-Hollis-Rock outcrop complex, 15 to 35 percent slopes	D	3.2	3.4%
Ff	Fluvaquents-Udifulvents complex, frequently flooded	A/D	7.7	8.2%
HrF	Hollis-Rock outcrop complex, 35 to 60 percent slopes	D	1.9	2.0%
LcA	Leicester loam, 0 to 3 percent slopes, stony	A/D	2.5	2.6%
LcB	Leicester loam, 3 to 8 percent slopes, stony	A/D	1.2	1.2%
RhA	Riverhead loam, 0 to 3 percent slopes	A	0.6	0.6%
Sh	Sun loam	C/D	1.7	1.8%
SuB	Sutton loam, 3 to 8 percent slopes	B/D	1.3	1.4%
W	Water		0.3	0.3%
Totals for Area of Interest			93.7	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

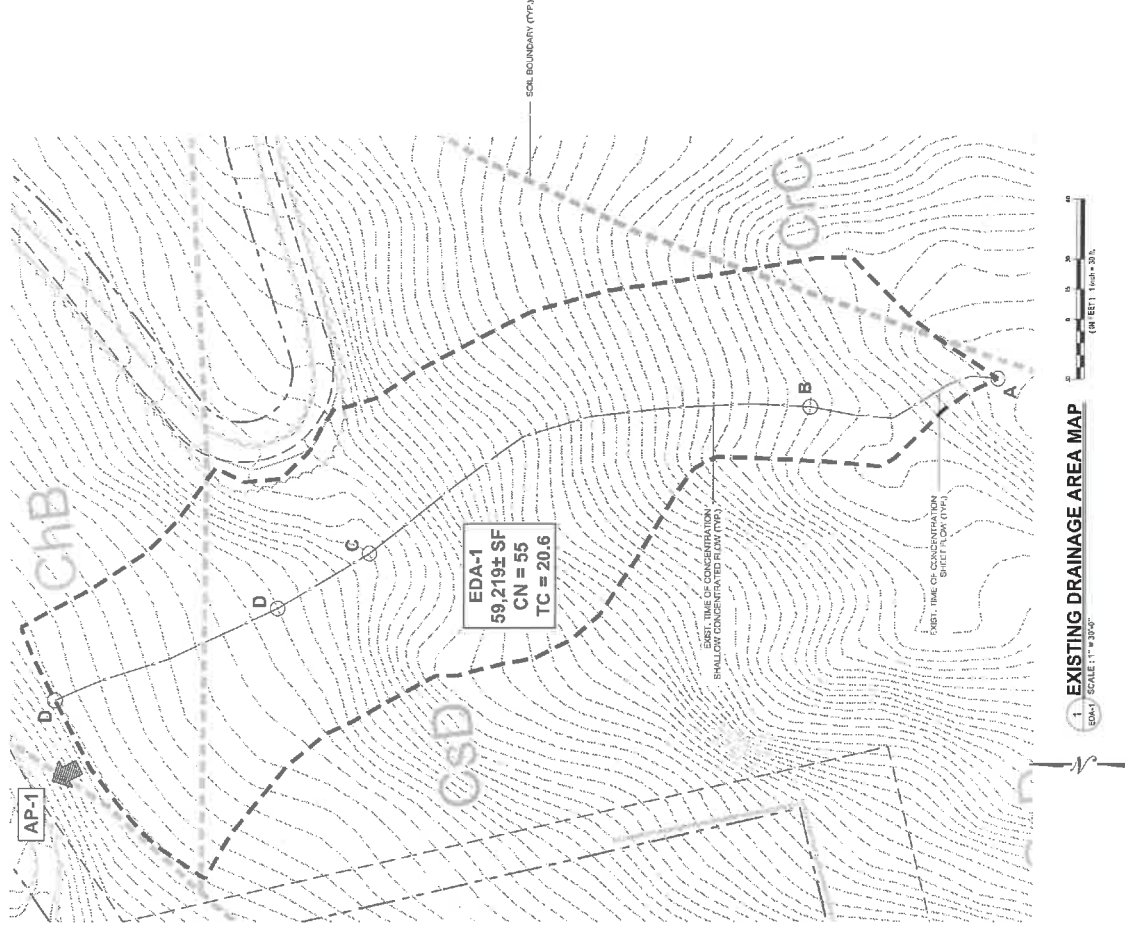
Component Percent Cutoff: None Specified

Tie-break Rule: Higher

APPENDIX B: EXISTING DRAINAGE AREA MAP (EDA-1) & HYDROLOGIC COMPUTATION (HYDROCAD)

EXISTING DRAINAGE AREAS

1.3A-1	TOTAL AREA (SF)	COMPOSITE CN	TC (IN/S)	XUG
	59,219	55		



T HOMELAND TOWERS, LLC 9 HARMONY STREET DANBURY, CT 06810 (203) 297-6516		verizon 4 CENTEROCK ROAD WEST NYACK, NY 10994		APT ENGINEERING 367 VANDERBILT STREET, SUITE 311 WATERBURY, CT 06705 (203) 297-6516		PERMITTING DOCUMENTS NO. DATE REVISION 1 11/10/20 FOR REVIEW ICB		DESIGN PROFESSIONALS OF RECORD PROJ: SCOTT A. CHANCE P.E. DESIGNED BY: SCOTT A. CHANCE ADDR: 827 FAIRHALL STREET WATERBURY, CT 06705 (203) 297-6516 DEVELOPER: HOMELAND TOWERS, LLC ADDRESS: 9 HARMONY STREET DANBURY, CT 06810		NOTE: IT IS A VIOLATION OF NEW YORK STATE ESDS LAW § 2-101(1) FOR ANY PERSON ACTING UNDER THE PROVISIONS OF A LAND SURVEYOR TO ALTER AN ITEM IN A SURVEYOR'S RECORD OR TO ALTER THE SURVEYOR'S SEAL OR SIGNATURE OR TO ALTER THE DATE OF SUCH ALTERATION, AND A BREACH OF THE PROFESSIONAL ETHICS OF SUCH ALTERATION.		HOMELAND TOWERS MOUNT KISCO ADDRESS: 9111 ROUTE 28 MOUNT KISCO, NY 10549 APT FILING NUMBER: WFR030 DATE: 11/11/20 DRAWN BY: CEN CHECKED BY: RCB		SHEET TITLE: EXISTING DRAINAGE AREA MAP		SHEET NUMBER: EDA-1	
---	--	--	--	---	--	--	--	---	--	--	--	---	--	--	--	-------------------------------	--



AP 1



Routing Diagram for Mount Kisco

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Mount Kisco

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Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.359	55	Woods, Good, HSG B (EDA-1)
1.359	55	TOTAL AREA

Mount Kisco

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Soil Listing (selected nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
1.359	HSG B	EDA-1
0.000	HSG C	
0.000	HSG D	
0.000	Other	
1.359		TOTAL AREA

Mount Kisco

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Ground Covers (selected nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	1.359	0.000	0.000	0.000	1.359	Woods, Good	EDA-1
0.000	1.359	0.000	0.000	0.000	1.359	TOTAL	
						AREA	

Mount Kisco*Type III 24-hr 2-yr Rainfall=3.50"*

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment EDA-1: EDA-1

Runoff Area=59,219 sf 0.00% Impervious Runoff Depth=0.35"
Flow Length=513' Tc=20.6 min CN=55 Runoff=0.19 cfs 0.039 af

Link 4L: AP 1

Inflow=0.19 cfs 0.039 af
Primary=0.19 cfs 0.039 af

Total Runoff Area = 1.359 ac Runoff Volume = 0.039 af Average Runoff Depth = 0.35"
100.00% Pervious = 1.359 ac 0.00% Impervious = 0.000 ac

Mount Kisco

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Type III 24-hr 2-yr Rainfall=3.50"

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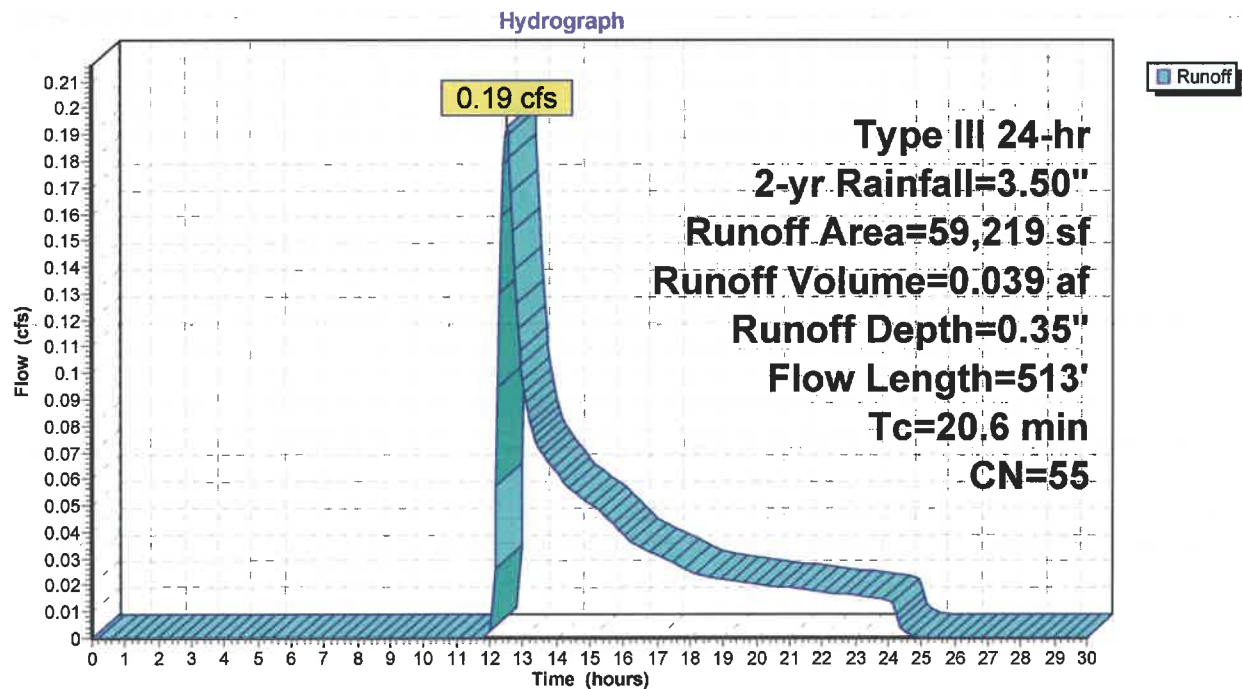
Summary for Subcatchment EDA-1: EDA-1

Runoff = 0.19 cfs @ 12.50 hrs, Volume= 0.039 af, Depth= 0.35"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.50"

Area (sf)	CN	Description
59,219	55	Woods, Good, HSG B
59,219		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.8	53	0.1887	1.09		Shallow Concentrated Flow, C-D Forest w/Heavy Litter Kv= 2.5 fps
2.1	120	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
20.6	513	Total			

Subcatchment EDA-1: EDA-1

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Type III 24-hr 2-yr Rainfall=3.50"

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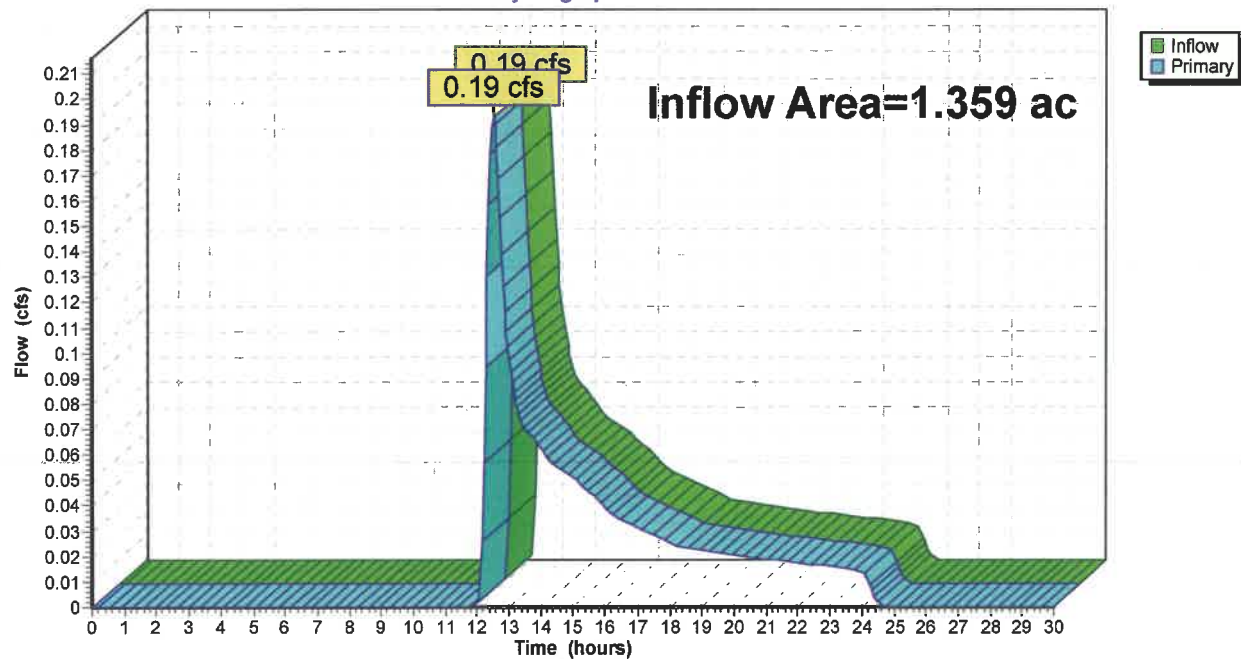
Summary for Link 4L: AP 1

Inflow Area = 1.359 ac, 0.00% Impervious, Inflow Depth = 0.35" for 2-yr event
Inflow = 0.19 cfs @ 12.50 hrs, Volume= 0.039 af
Primary = 0.19 cfs @ 12.50 hrs, Volume= 0.039 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 4L: AP 1

Hydrograph



Mount Kisco

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Type III 24-hr 5-yr Rainfall=4.51"

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment EDA-1: EDA-1Runoff Area=59,219 sf 0.00% Impervious Runoff Depth=0.75"
Flow Length=513' Tc=20.6 min CN=55 Runoff=0.58 cfs 0.085 af**Link 4L: AP 1**Inflow=0.58 cfs 0.085 af
Primary=0.58 cfs 0.085 af**Total Runoff Area = 1.359 ac Runoff Volume = 0.085 af Average Runoff Depth = 0.75"**
100.00% Pervious = 1.359 ac 0.00% Impervious = 0.000 ac

Mount Kisco

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Type III 24-hr 5-yr Rainfall=4.51"

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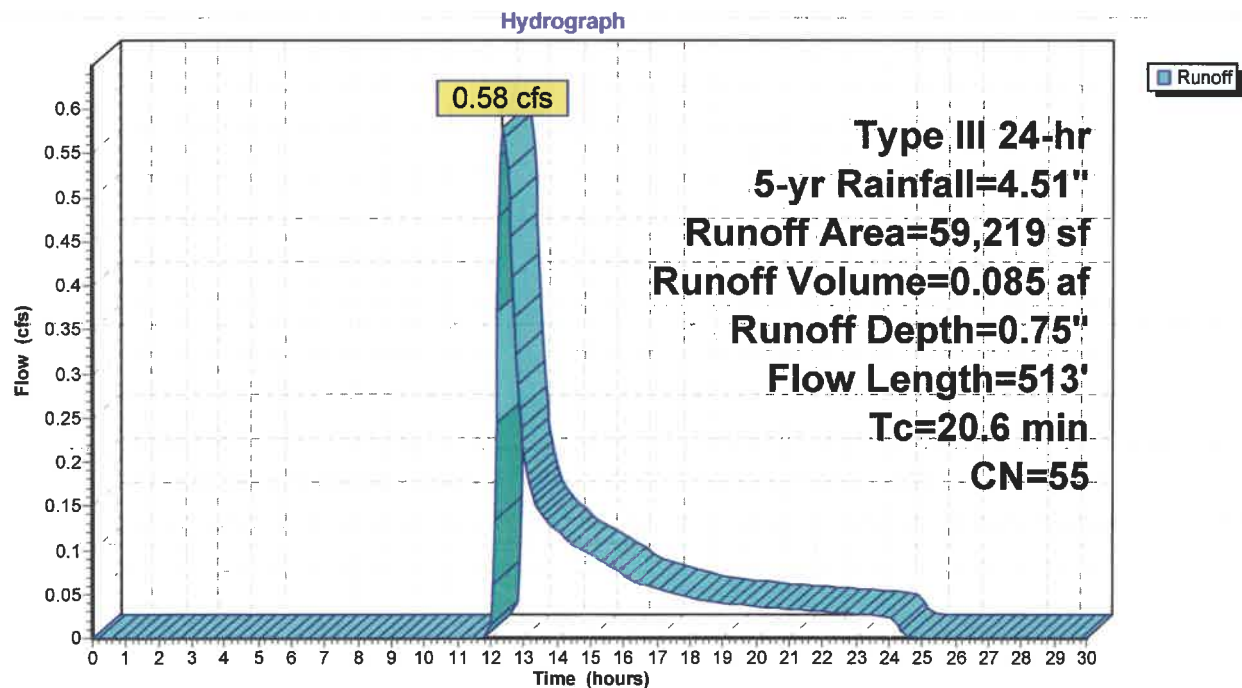
Summary for Subcatchment EDA-1: EDA-1

Runoff = 0.58 cfs @ 12.37 hrs, Volume= 0.085 af, Depth= 0.75"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 5-yr Rainfall=4.51"

Area (sf)	CN	Description
59,219	55	Woods, Good, HSG B
59,219		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.8	53	0.1887	1.09		Shallow Concentrated Flow, C-D Forest w/Heavy Litter Kv= 2.5 fps
2.1	120	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
20.6	513	Total			

Subcatchment EDA-1: EDA-1

Mount Kisco

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Type III 24-hr 5-yr Rainfall=4.51"

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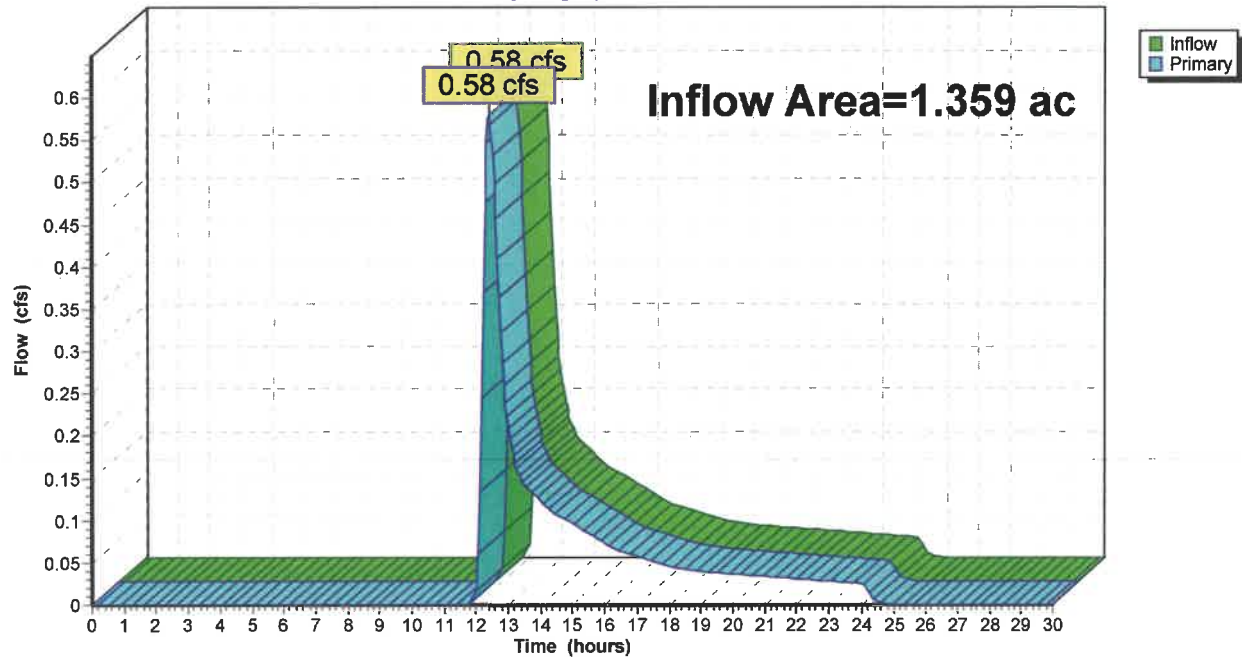
Summary for Link 4L: AP 1

Inflow Area = 1.359 ac, 0.00% Impervious, Inflow Depth = 0.75" for 5-yr event
Inflow = 0.58 cfs @ 12.37 hrs, Volume= 0.085 af
Primary = 0.58 cfs @ 12.37 hrs, Volume= 0.085 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 4L: AP 1

Hydrograph



Mount Kisco*Type III 24-hr 10-yr Rainfall=5.36"*

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment EDA-1: EDA-1

Runoff Area=59,219 sf 0.00% Impervious Runoff Depth=1.16"
Flow Length=513' Tc=20.6 min CN=55 Runoff=1.03 cfs 0.132 af

Link 4L: AP 1

Inflow=1.03 cfs 0.132 af
Primary=1.03 cfs 0.132 af

Total Runoff Area = 1.359 ac Runoff Volume = 0.132 af Average Runoff Depth = 1.16"
100.00% Pervious = 1.359 ac 0.00% Impervious = 0.000 ac

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Type III 24-hr 10-yr Rainfall=5.36"

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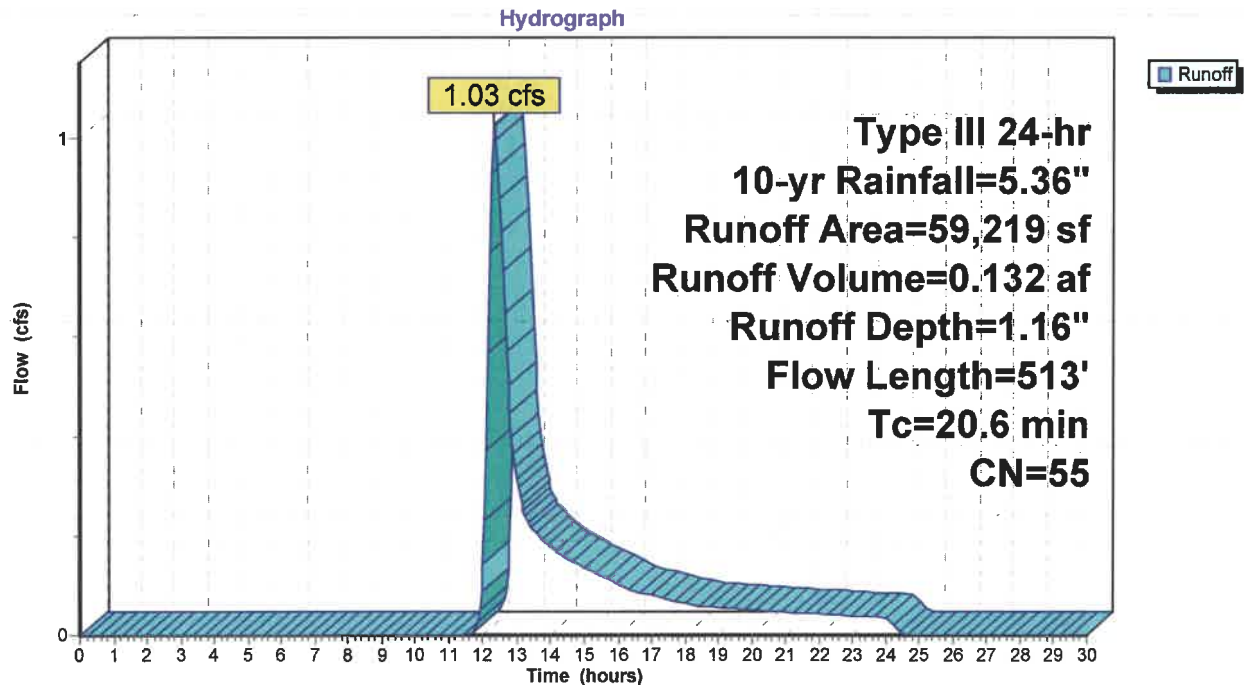
Summary for Subcatchment EDA-1: EDA-1

Runoff = 1.03 cfs @ 12.34 hrs, Volume= 0.132 af, Depth= 1.16"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=5.36"

Area (sf)	CN	Description
59,219	55	Woods, Good, HSG B
59,219		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n=.0800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.8	53	0.1887	1.09		Shallow Concentrated Flow, C-D Forest w/Heavy Litter Kv= 2.5 fps
2.1	120	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
20.6	513	Total			

Subcatchment EDA-1: EDA-1

Mount Kisco

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Type III 24-hr 10-yr Rainfall=5.36"

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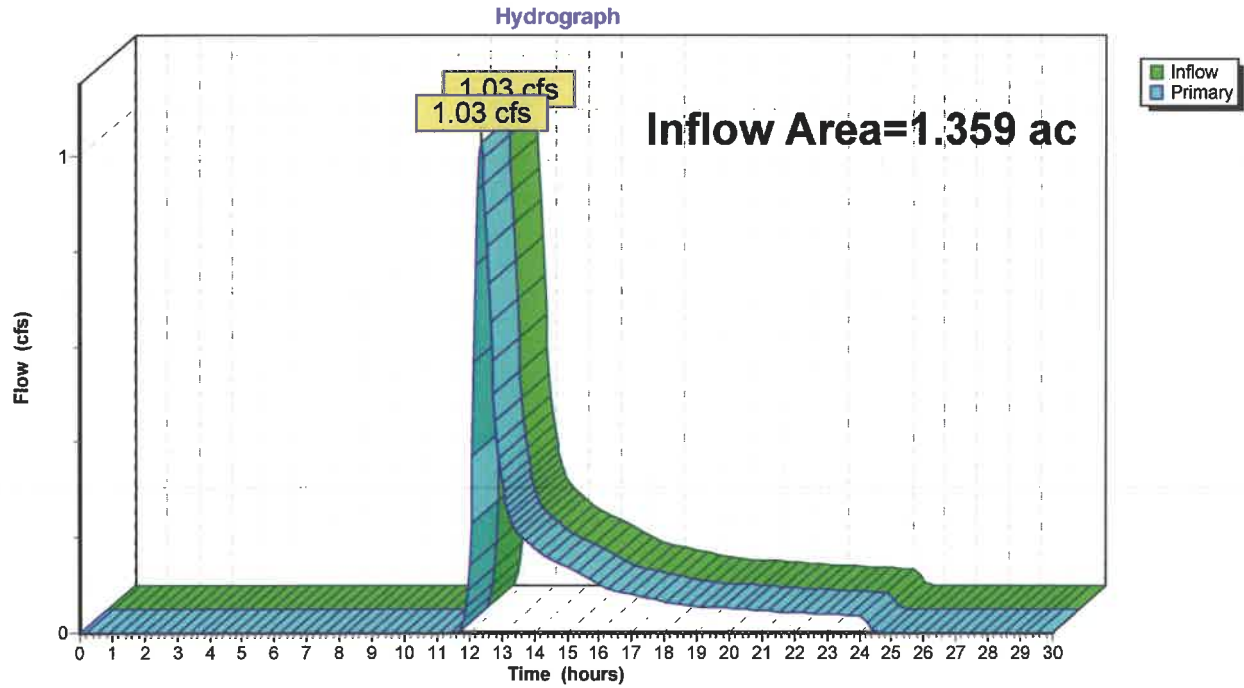
Page 13

Summary for Link 4L: AP 1

Inflow Area = 1.359 ac, 0.00% Impervious, Inflow Depth = 1.16" for 10-yr event
Inflow = 1.03 cfs @ 12.34 hrs, Volume= 0.132 af
Primary = 1.03 cfs @ 12.34 hrs, Volume= 0.132 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 4L: AP 1



Mount Kisco*Type III 24-hr 25-yr Rainfall=6.52"*

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment EDA-1: EDA-1Runoff Area=59,219 sf 0.00% Impervious Runoff Depth=1.83"
Flow Length=513' Tc=20.6 min CN=55 Runoff=1.76 cfs 0.207 af**Link 4L: AP 1**Inflow=1.76 cfs 0.207 af
Primary=1.76 cfs 0.207 af**Total Runoff Area = 1.359 ac Runoff Volume = 0.207 af Average Runoff Depth = 1.83"**
100.00% Pervious = 1.359 ac 0.00% Impervious = 0.000 ac

Mount Kisco

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Type III 24-hr 25-yr Rainfall=6.52"

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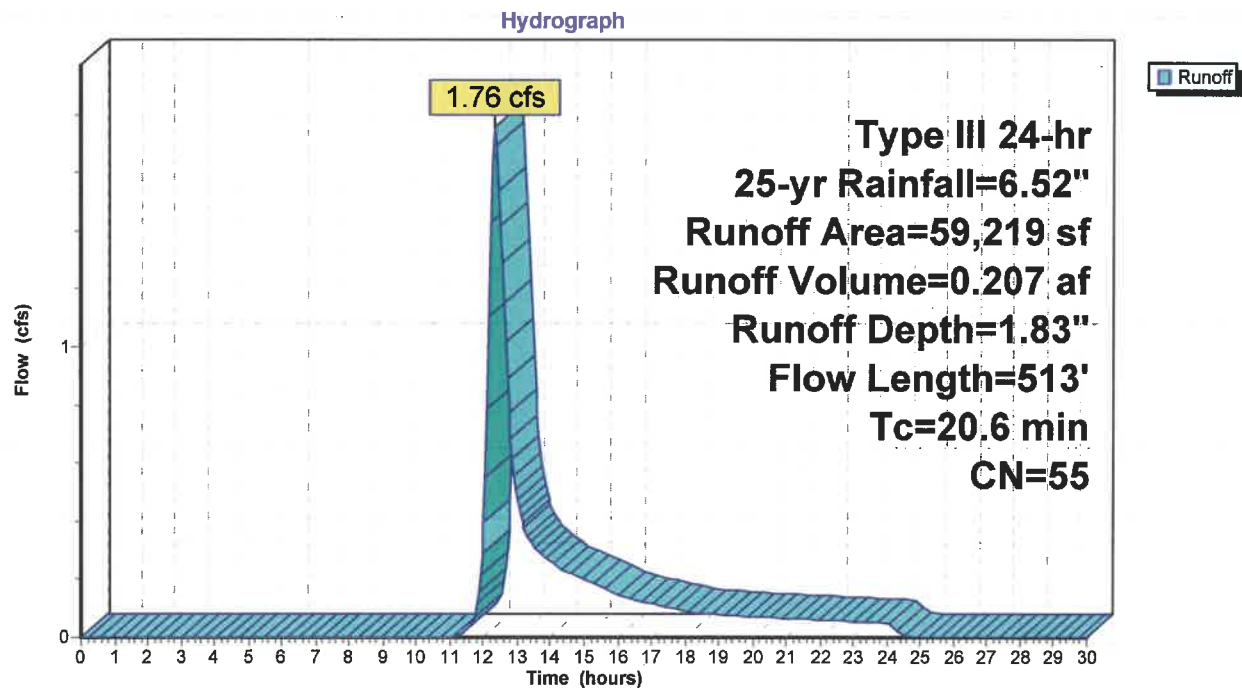
Summary for Subcatchment EDA-1: EDA-1

Runoff = 1.76 cfs @ 12.32 hrs, Volume= 0.207 af, Depth= 1.83"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.52"

Area (sf)	CN	Description
59,219	55	Woods, Good, HSG B
59,219		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.8	53	0.1887	1.09		Shallow Concentrated Flow, C-D Forest w/Heavy Litter Kv= 2.5 fps
2.1	120	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
20.6	513	Total			

Subcatchment EDA-1: EDA-1

Mount Kisco

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Type III 24-hr 25-yr Rainfall=6.52"

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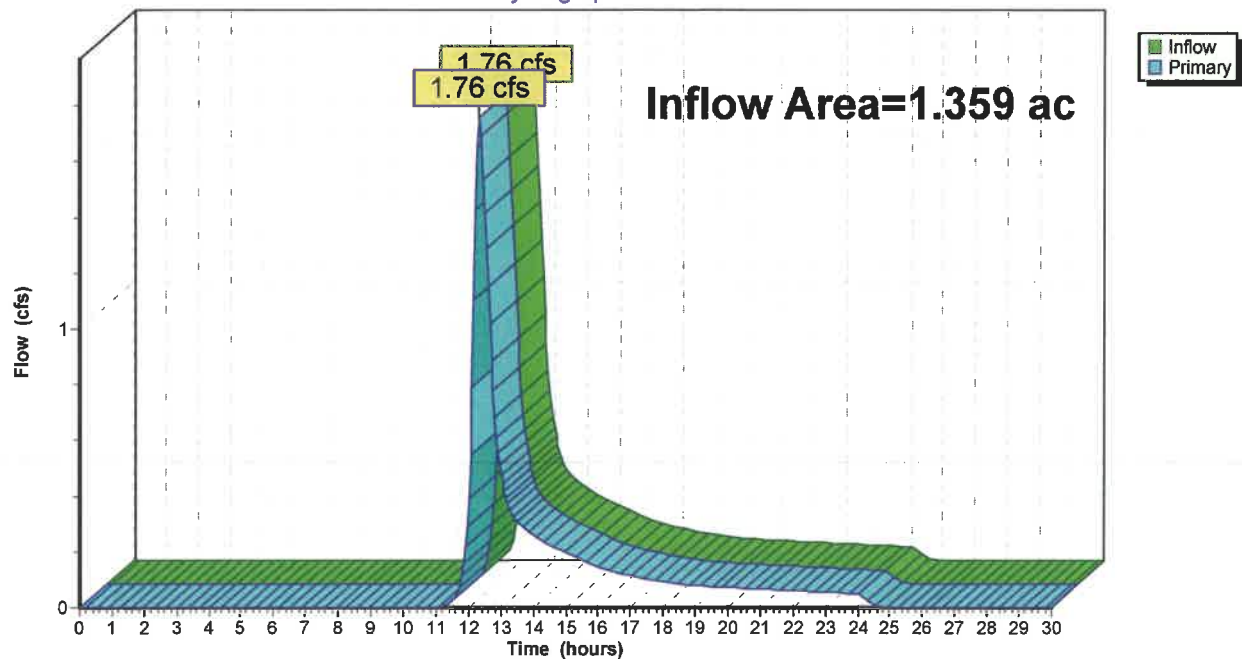
Summary for Link 4L: AP 1

Inflow Area = 1.359 ac, 0.00% Impervious, Inflow Depth = 1.83" for 25-yr event
Inflow = 1.76 cfs @ 12.32 hrs, Volume= 0.207 af
Primary = 1.76 cfs @ 12.32 hrs, Volume= 0.207 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

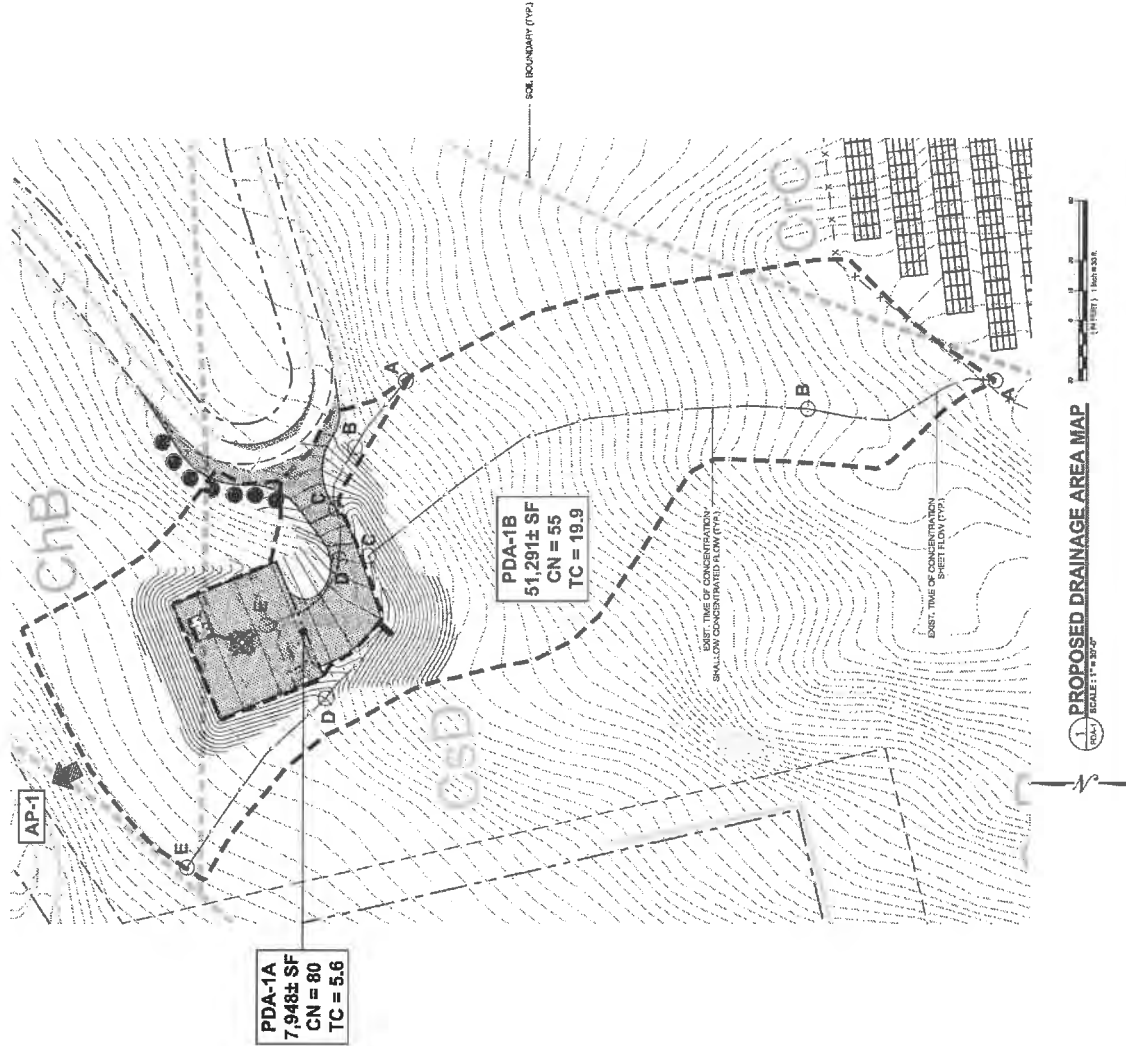
Link 4L: AP 1

Hydrograph



APPENDIX C: PROPOSED DRAINAGE AREA MAP (PDA-1) & HYDROLOGIC COMPUTATION (HYDROCAD)

PROPOSED DRAINAGE AREAS			
	TOTAL AREA (SF)	COMPOSITE CN	TC (MIN.)
PDA-1A	7,948	80	5.6
PDA-1B	51,291	55	19.9



houeland towers, llc
9 HARMONY STREET
DANBURY, CT 06810
PCL# 297434L

verizon
4 CENTEROCK ROAD
WEST INTACK, NY 10684

APT ENGINEERING
58 NUNDALE STREET EASTON, CT 06021
TEL: (860) 455-2087
FAX: (860) 455-2088
WWW.APT-ENGINEERING.COM

PERMITTING DOCUMENTS

NO.	DATE	DESCRIPTION
1	11/11/10	FOR REVIEW: ICB

DESIGN PROJECT: HARMONY & OF RECORD

CLIENT: HARMONY & OF RECORD

COMP: APT ENGINEERING

ADD: 87 FAIRHALL STREET
DANBURY, CT 06810
WATERBURY, CT 06810

DEVELOPER: HARMONY & OF RECORD

ADDRESS: 9 HARMONY STREET
DANBURY, CT 06810

NOTE:
IT IS A VIOLATION OF NEW YORK STATE ESDS (26 NYCRR 215.1) AND 26 NYCRR 215.2 (2) FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ESDS IN ANY MANNER. ANY ALTERATION OF AN ESDS BY AN ENGINEER OR LAND SURVEYOR SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ESDS. THE LAND SURVEYOR SHALL APPLY TO THE STATE OF NEW YORK FOR A LICENSE TO PRACTICE AS A LAND SURVEYOR. THE LAND SURVEYOR SHALL SIGN AND DATE THE ESDS. THE ESDS SHALL BE SIGNED AND DATED BY EACH ENGINEER OR LAND SURVEYOR WHO HAS MADE A DESCRIPTION OF THE ALTERATION.

HARMONY & OF RECORD

SITE: 100 S. HARTFORD RD.
ADDRESS: RT 100, CT 06810

APPROVAL NUMBER: 11/11/10

DATE: 11/11/10 **DRAWN BY: CH**

CHECKED BY: RCB

SHEET TITLE:

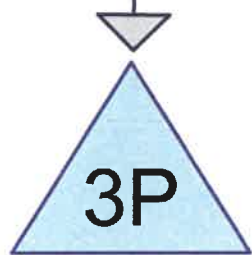
PROPOSED DRAINAGE AREA MAP

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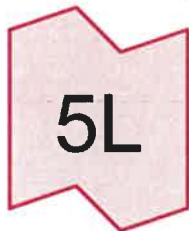
PDA-1



PDA-1A



EQUIPMENT
COMPOUND



AP-1



PDA-1B



Routing Diagram for Mount Kisco

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Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.036	61	>75% Grass cover, Good, HSG B (PDA-1A)
0.115	85	Gravel roads, HSG B (PDA-1A)
0.021	98	Unconnected pavement, HSG B (PDA-1A)
1.189	55	Woods, Good, HSG B (PDA-1A, PDA-1B)
1.360	58	TOTAL AREA

Mount Kisco

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Soil Listing (selected nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
1.360	HSG B	PDA-1A, PDA-1B
0.000	HSG C	
0.000	HSG D	
0.000	Other	
1.360		TOTAL AREA

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Ground Covers (selected nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.036	0.000	0.000	0.000	0.036	>75% Grass cover, Good	PDA-1A
0.000	0.115	0.000	0.000	0.000	0.115	Gravel roads	PDA-1A
0.000	0.021	0.000	0.000	0.000	0.021	Unconnected pavement	PDA-1A
0.000	1.189	0.000	0.000	0.000	1.189	Woods, Good	PDA-1A, PDA-1B
0.000	1.360	0.000	0.000	0.000	1.360	TOTAL AREA	

Mount Kisco

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Type III 24-hr 2-yr Rainfall=3.50"

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment PDA-1A: PDA-1A

Runoff Area=7,948 sf 11.32% Impervious Runoff Depth=1.57"
Flow Length=154' Tc=5.6 min UI Adjusted CN=79 Runoff=0.33 cfs 0.024 af

Subcatchment PDA-1B: PDA-1B

Runoff Area=51,291 sf 0.00% Impervious Runoff Depth=0.35"
Flow Length=535' Tc=19.9 min CN=55 Runoff=0.17 cfs 0.034 af

Pond 3P: EQUIPMENT COMPOUND

Peak Elev=425.28' Storage=0.006 af Inflow=0.33 cfs 0.024 af
Discarded=0.06 cfs 0.024 af Primary=0.00 cfs 0.000 af Outflow=0.06 cfs 0.024 af

Link 5L: AP-1

Inflow=0.17 cfs 0.034 af
Primary=0.17 cfs 0.034 af

Total Runoff Area = 1.360 ac Runoff Volume = 0.058 af Average Runoff Depth = 0.51"
98.48% Pervious = 1.339 ac 1.52% Impervious = 0.021 ac

Mount Kisco

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Type III 24-hr 2-yr Rainfall=3.50"

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Summary for Subcatchment PDA-1A: PDA-1A[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.33 cfs @ 12.09 hrs, Volume= 0.024 af, Depth= 1.57"

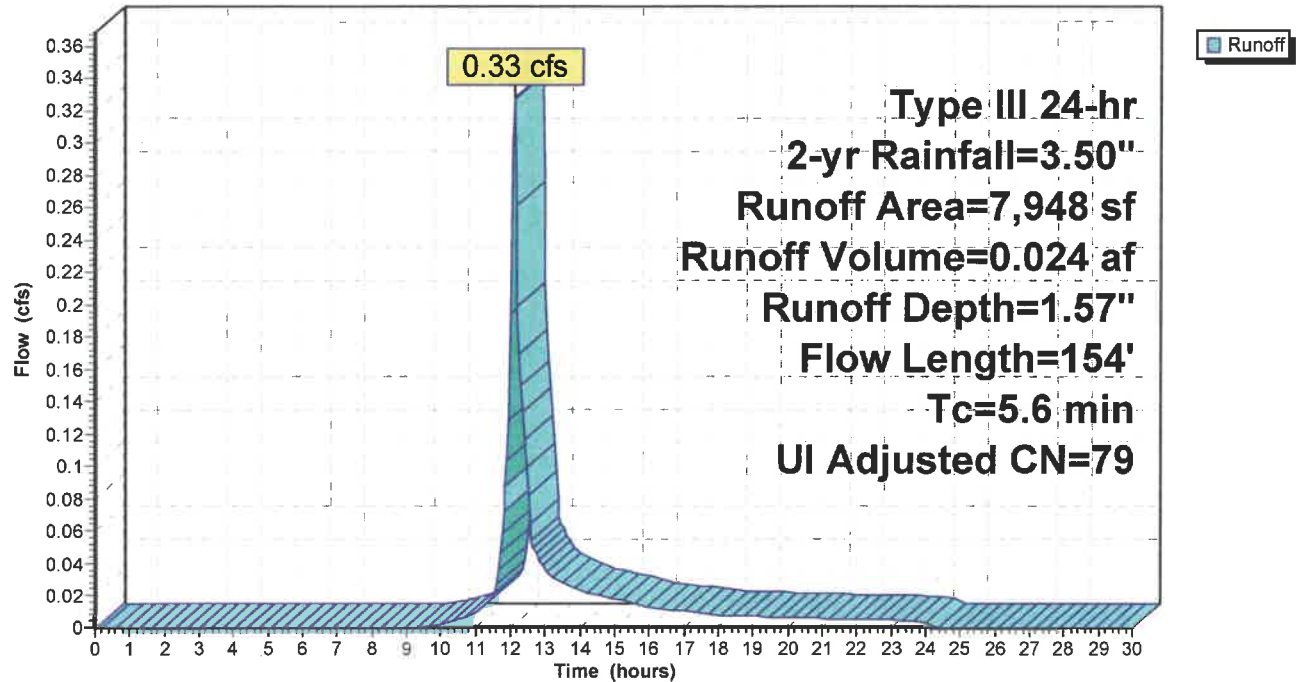
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, $dt=0.05$ hrs
Type III 24-hr 2-yr Rainfall=3.50"

Area (sf)	CN	Adj	Description
5,008	85		Gravel roads, HSG B
1,547	61		>75% Grass cover, Good, HSG B
493	55		Woods, Good, HSG B
900	98		Unconnected pavement, HSG B
7,948	80	79	Weighted Average, UI Adjusted
7,048			88.68% Pervious Area
900			11.32% Impervious Area
900			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.2	42	0.3810	0.22		Sheet Flow, A-B
					Woods: Light underbrush $n=0.400$ $P2=3.50''$
2.0	34	0.2647	0.28		Sheet Flow, B-C
					Grass: Dense $n=0.240$ $P2=3.50''$
0.2	26	0.1153	2.21		Sheet Flow, C-D
					Smooth surfaces $n=0.011$ $P2=3.50''$
0.2	52	0.1154	5.47		Shallow Concentrated Flow, D-E
					Unpaved $K_v=16.1$ fps
5.6	154	Total			

Subcatchment PDA-1A: PDA-1A

Hydrograph



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Type III 24-hr 2-yr Rainfall=3.50"

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Summary for Subcatchment PDA-1B: PDA-1B

Runoff = 0.17 cfs @ 12.49 hrs, Volume= 0.034 af, Depth= 0.35"

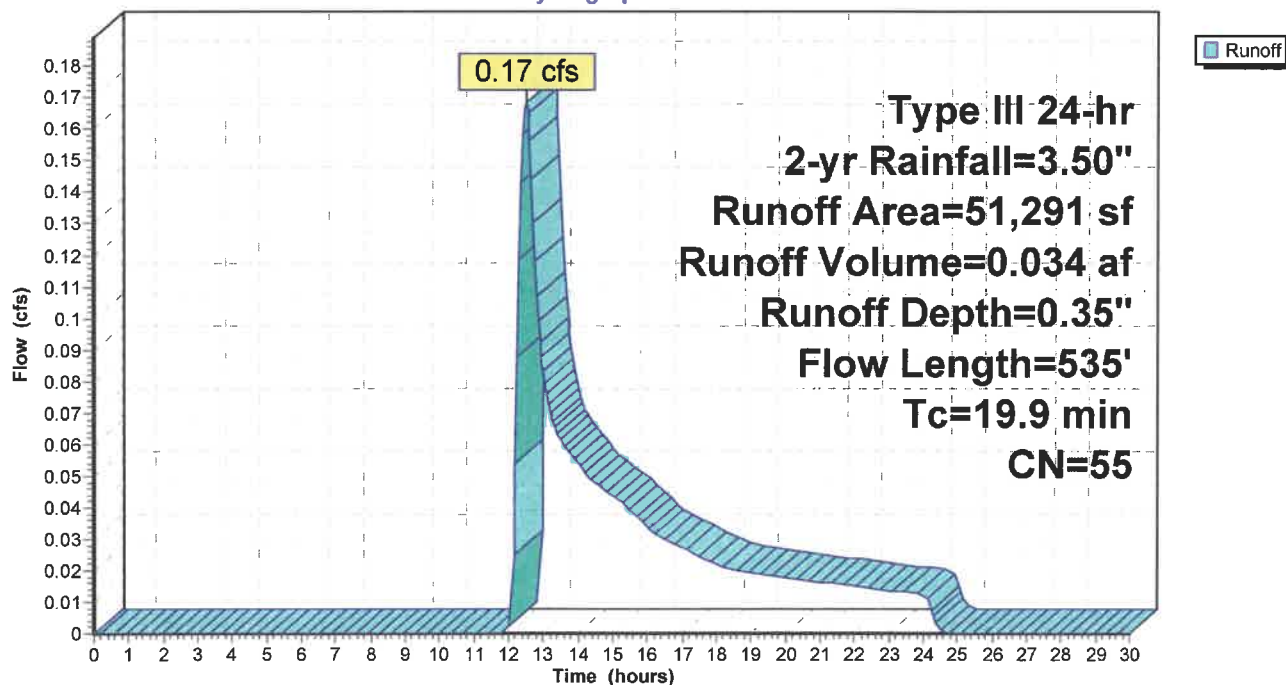
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=3.50"

Area (sf)	CN	Description
51,291	55	Woods, Good, HSG B
51,291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.3	85	0.0800	4.24		Shallow Concentrated Flow, C-D Grassed Waterway Kv= 15.0 fps
1.9	110	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
19.9	535	Total			

Subcatchment PDA-1B: PDA-1B

Hydrograph



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Type III 24-hr 2-yr Rainfall=3.50"

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Summary for Pond 3P: EQUIPMENT COMPOUND

Inflow Area = 0.182 ac, 11.32% Impervious, Inflow Depth = 1.57" for 2-yr event
 Inflow = 0.33 cfs @ 12.09 hrs, Volume= 0.024 af
 Outflow = 0.06 cfs @ 12.57 hrs, Volume= 0.024 af, Atten= 81%, Lag= 28.6 min
 Discarded = 0.06 cfs @ 12.57 hrs, Volume= 0.024 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
 Peak Elev= 425.28' @ 12.57 hrs Surf.Area= 0.058 ac Storage= 0.006 af

Plug-Flow detention time= 30.5 min calculated for 0.024 af (100% of inflow)
 Center-of-Mass det. time= 30.5 min (871.4 - 840.9)

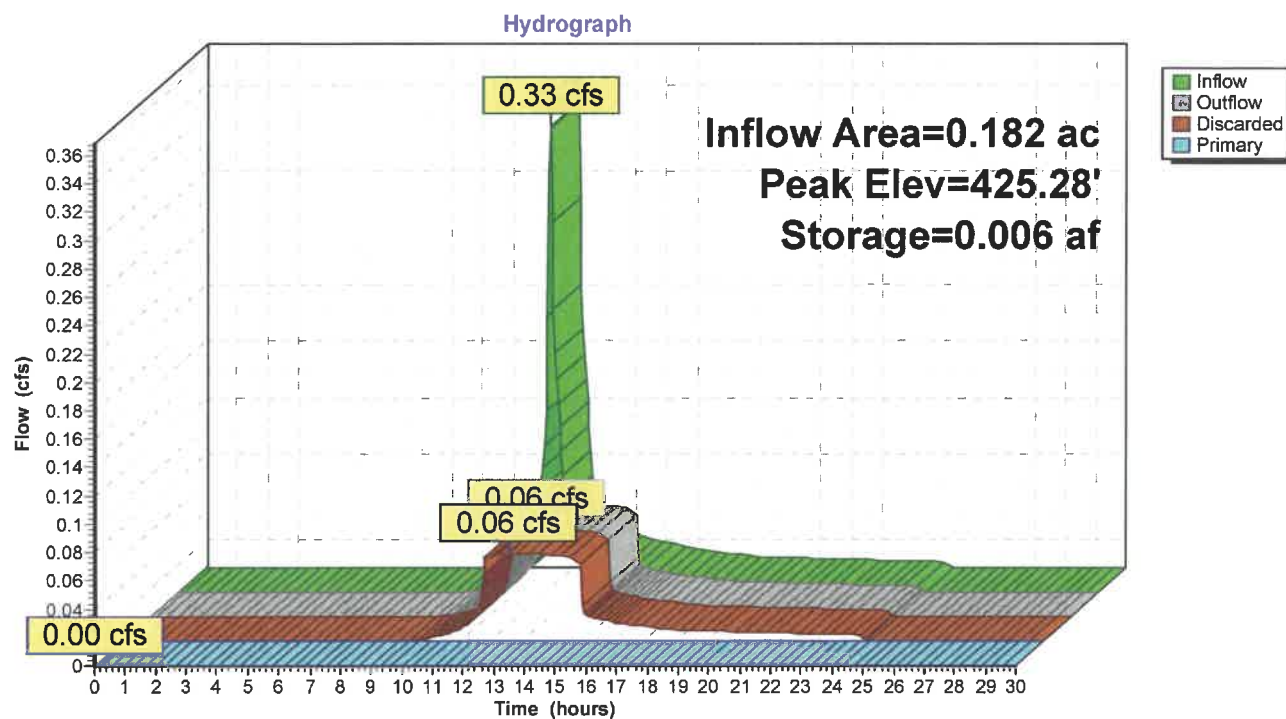
Volume	Invert	Avail.Storage	Storage Description
#1	425.00'	0.023 af	62.00'W x 41.00'L x 1.00'H Prismatic 0.058 af Overall x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	425.00'	1.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 420.00'
#2	Primary	426.00'	62.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Discarded OutFlow Max=0.06 cfs @ 12.57 hrs HW=425.28' (Free Discharge)
 ↗ **1=Exfiltration** (Controls 0.06 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=425.00' (Free Discharge)
 ↗ **2=Sharp-Crested Rectangular Weir** (Controls 0.00 cfs)

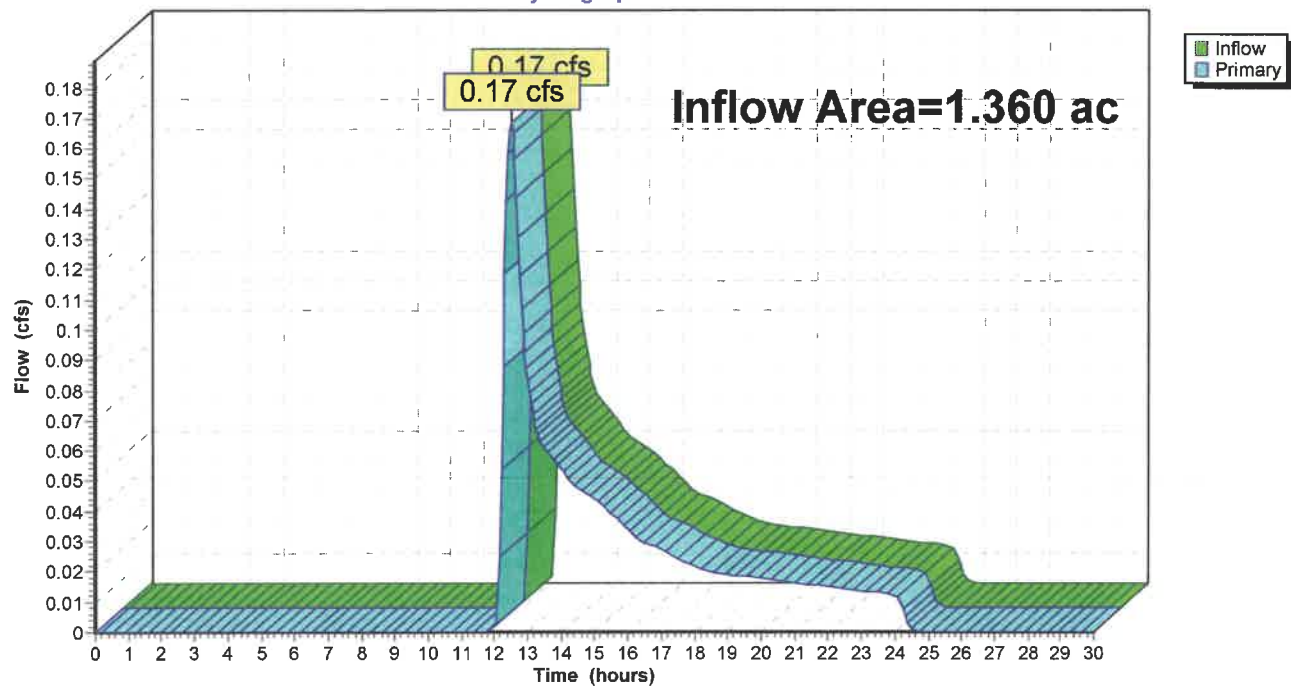
Pond 3P: EQUIPMENT COMPOUND



Summary for Link 5L: AP-1

Inflow Area = 1.360 ac, 1.52% Impervious, Inflow Depth = 0.30" for 2-yr event
Inflow = 0.17 cfs @ 12.49 hrs, Volume= 0.034 af
Primary = 0.17 cfs @ 12.49 hrs, Volume= 0.034 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 5L: AP-1**Hydrograph**

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Type III 24-hr 5-yr Rainfall=4.51"

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment PDA-1A: PDA-1A

Runoff Area=7,948 sf 11.32% Impervious Runoff Depth=2.38"
Flow Length=154' Tc=5.6 min UI Adjusted CN=79 Runoff=0.50 cfs 0.036 af

Subcatchment PDA-1B: PDA-1B

Runoff Area=51,291 sf 0.00% Impervious Runoff Depth=0.75"
Flow Length=535' Tc=19.9 min CN=55 Runoff=0.51 cfs 0.073 af

Pond 3P: EQUIPMENT COMPOUND

Peak Elev=425.52' Storage=0.012 af Inflow=0.50 cfs 0.036 af
Discarded=0.07 cfs 0.036 af Primary=0.00 cfs 0.000 af Outflow=0.07 cfs 0.036 af

Link 5L: AP-1

Inflow=0.51 cfs 0.073 af
Primary=0.51 cfs 0.073 af

Total Runoff Area = 1.360 ac Runoff Volume = 0.110 af Average Runoff Depth = 0.97"
98.48% Pervious = 1.339 ac 1.52% Impervious = 0.021 ac

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Type III 24-hr 5-yr Rainfall=4.51"

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Summary for Subcatchment PDA-1A: PDA-1A[49] Hint: $T_c < 2dt$ may require smaller dt

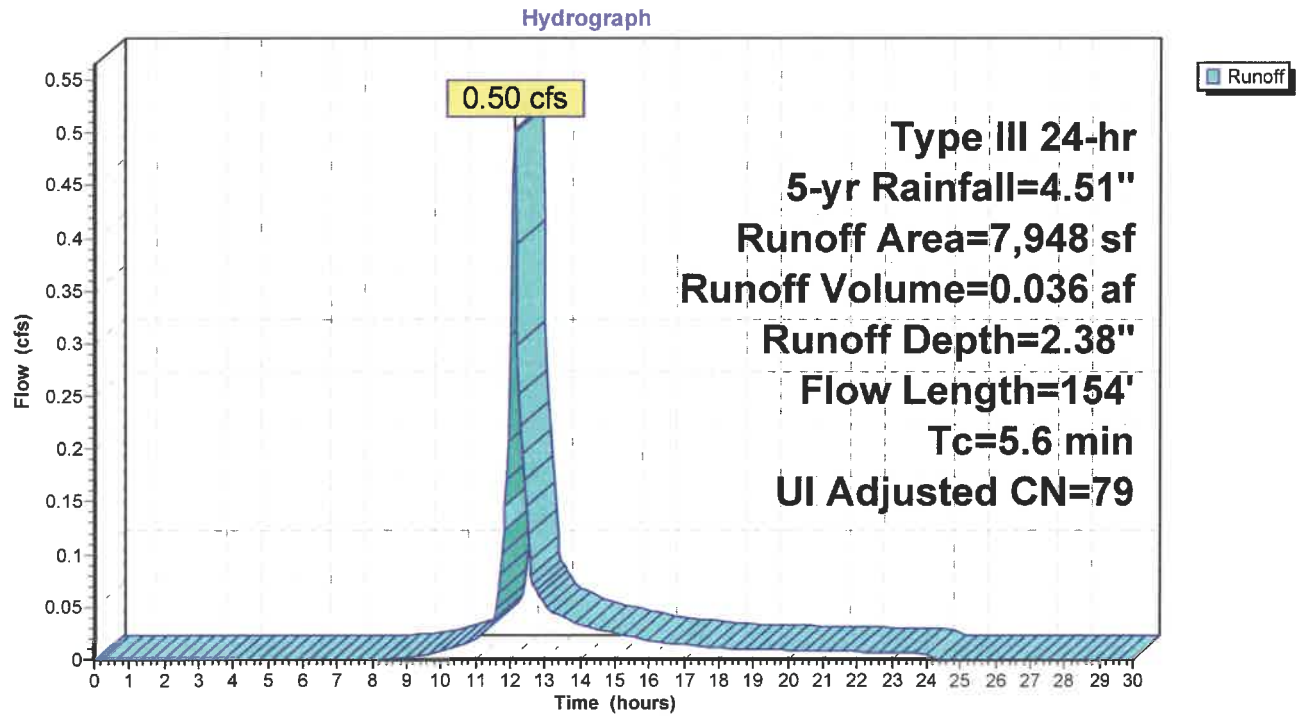
Runoff = 0.50 cfs @ 12.09 hrs, Volume= 0.036 af, Depth= 2.38"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, $dt=0.05$ hrs
Type III 24-hr 5-yr Rainfall=4.51"

Area (sf)	CN	Adj	Description
5,008	85		Gravel roads, HSG B
1,547	61		>75% Grass cover, Good, HSG B
493	55		Woods, Good, HSG B
900	98		Unconnected pavement, HSG B
7,948	80	79	Weighted Average, UI Adjusted
7,048			88.68% Pervious Area
900			11.32% Impervious Area
900			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.2	42	0.3810	0.22		Sheet Flow, A-B
					Woods: Light underbrush $n=0.400$ $P2=3.50"$
2.0	34	0.2647	0.28		Sheet Flow, B-C
					Grass: Dense $n=0.240$ $P2=3.50"$
0.2	26	0.1153	2.21		Sheet Flow, C-D
					Smooth surfaces $n=0.011$ $P2=3.50"$
0.2	52	0.1154	5.47		Shallow Concentrated Flow, D-E
					Unpaved $K_v=16.1$ fps
5.6	154	Total			

Subcatchment PDA-1A: PDA-1A



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Type III 24-hr 5-yr Rainfall=4.51"

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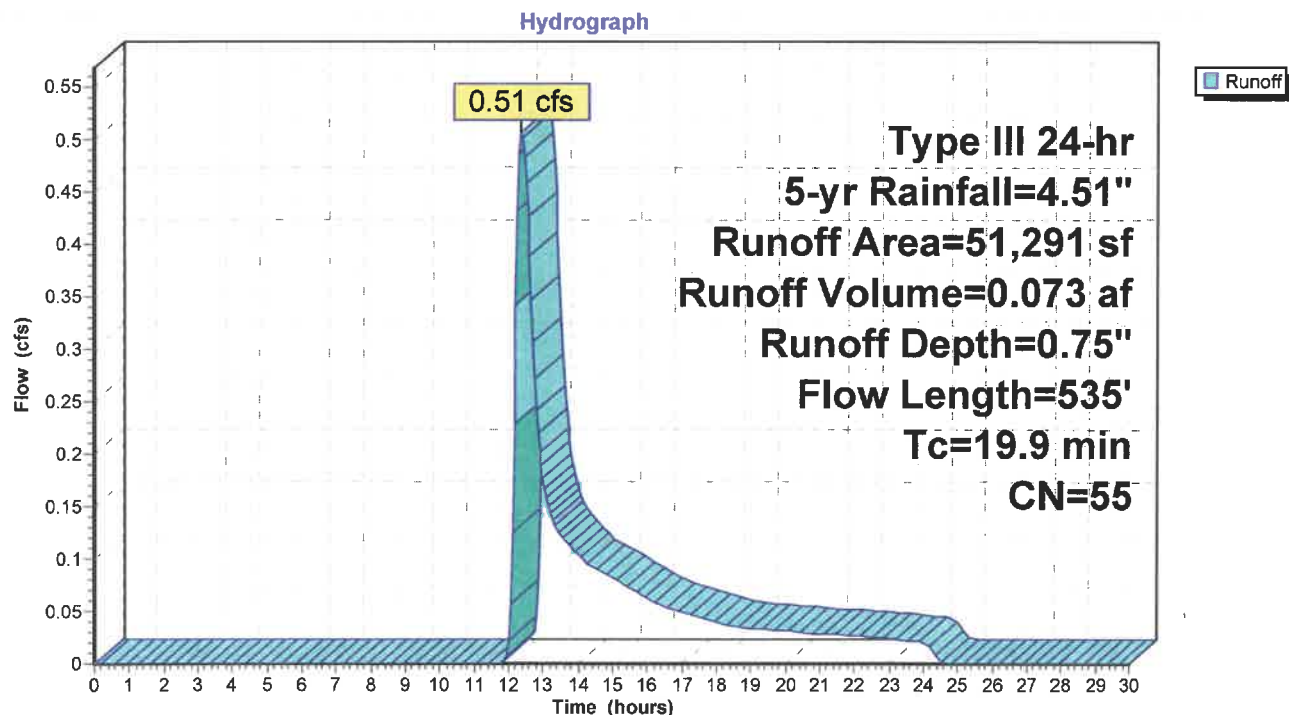
Summary for Subcatchment PDA-1B: PDA-1B

Runoff = 0.51 cfs @ 12.36 hrs, Volume= 0.073 af, Depth= 0.75"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 5-yr Rainfall=4.51"

Area (sf)	CN	Description
51,291	55	Woods, Good, HSG B
51,291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.3	85	0.0800	4.24		Shallow Concentrated Flow, C-D Grassed Waterway Kv= 15.0 fps
1.9	110	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
19.9	535	Total			

Subcatchment PDA-1B: PDA-1B

Summary for Pond 3P: EQUIPMENT COMPOUND

Inflow Area = 0.182 ac, 11.32% Impervious, Inflow Depth = 2.38" for 5-yr event
 Inflow = 0.50 cfs @ 12.09 hrs, Volume= 0.036 af
 Outflow = 0.07 cfs @ 12.75 hrs, Volume= 0.036 af, Atten= 87%, Lag= 40.0 min
 Discarded = 0.07 cfs @ 12.75 hrs, Volume= 0.036 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
 Peak Elev= 425.52' @ 12.75 hrs Surf.Area= 0.058 ac Storage= 0.012 af

Plug-Flow detention time= 64.8 min calculated for 0.036 af (100% of inflow)
 Center-of-Mass det. time= 64.7 min (893.4 - 828.7)

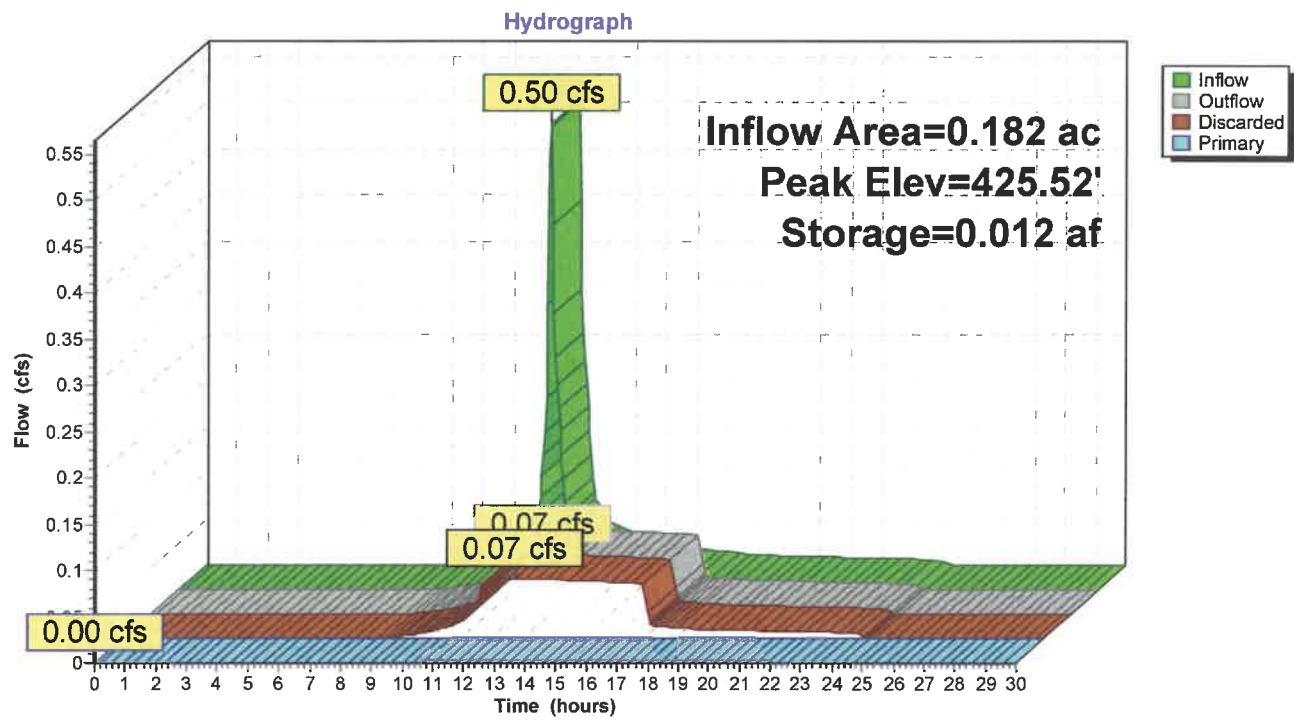
Volume	Invert	Avail.Storage	Storage Description
#1	425.00'	0.023 af	62.00'W x 41.00'L x 1.00'H Prismatic 0.058 af Overall x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	425.00'	1.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 420.00'
#2	Primary	426.00'	62.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Discarded OutFlow Max=0.07 cfs @ 12.75 hrs HW=425.52' (Free Discharge)
 ↑1=Exfiltration (Controls 0.07 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=425.00' (Free Discharge)
 ↑2=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

Pond 3P: EQUIPMENT COMPOUND



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Type III 24-hr 5-yr Rainfall=4.51"

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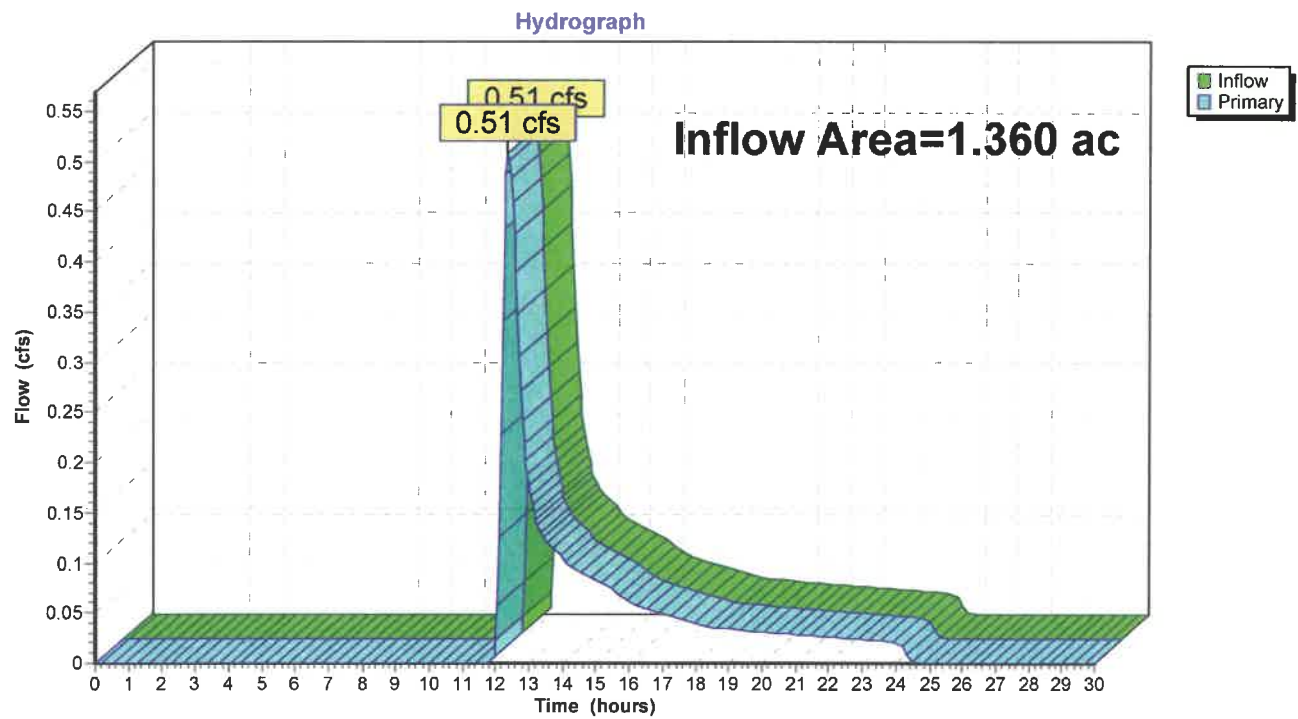
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Summary for Link 5L: AP-1

Inflow Area = 1.360 ac, 1.52% Impervious, Inflow Depth = 0.65" for 5-yr event
Inflow = 0.51 cfs @ 12.36 hrs, Volume= 0.073 af
Primary = 0.51 cfs @ 12.36 hrs, Volume= 0.073 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 5L: AP-1



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Type III 24-hr 10-yr Rainfall=5.36"

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment PDA-1A: PDA-1A Runoff Area=7,948 sf 11.32% Impervious Runoff Depth=3.11"
Flow Length=154' Tc=5.6 min UI Adjusted CN=79 Runoff=0.66 cfs 0.047 af

Subcatchment PDA-1B: PDA-1B Runoff Area=51,291 sf 0.00% Impervious Runoff Depth=1.16"
Flow Length=535' Tc=19.9 min CN=55 Runoff=0.90 cfs 0.114 af

Pond 3P: EQUIPMENT COMPOUND Peak Elev=425.76' Storage=0.018 af Inflow=0.66 cfs 0.047 af
Discarded=0.07 cfs 0.047 af Primary=0.00 cfs 0.000 af Outflow=0.07 cfs 0.047 af

Link 5L: AP-1 Inflow=0.90 cfs 0.114 af
Primary=0.90 cfs 0.114 af

Total Runoff Area = 1.360 ac Runoff Volume = 0.162 af Average Runoff Depth = 1.43"
98.48% Pervious = 1.339 ac 1.52% Impervious = 0.021 ac

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Type III 24-hr 10-yr Rainfall=5.36"

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Summary for Subcatchment PDA-1A: PDA-1A[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.66 cfs @ 12.09 hrs, Volume= 0.047 af, Depth= 3.11"

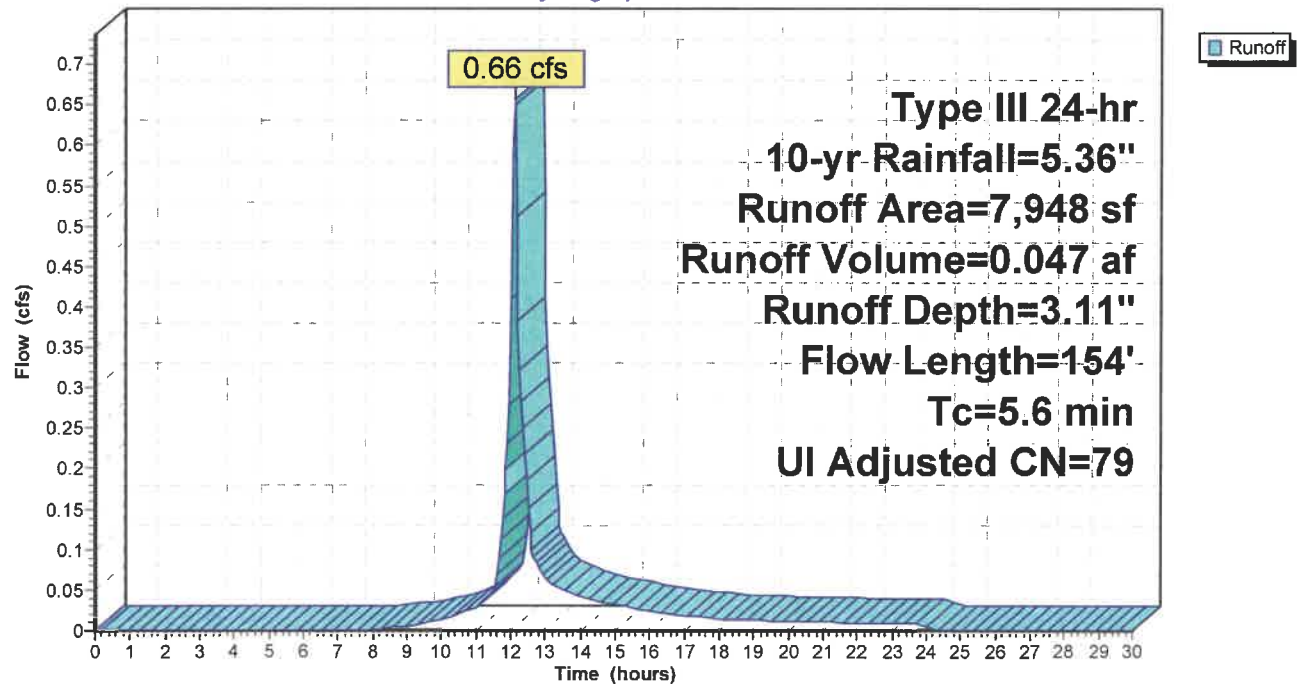
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, $dt=0.05$ hrs
Type III 24-hr 10-yr Rainfall=5.36"

Area (sf)	CN	Adj	Description
5,008	85		Gravel roads, HSG B
1,547	61		>75% Grass cover, Good, HSG B
493	55		Woods, Good, HSG B
900	98		Unconnected pavement, HSG B
7,948	80	79	Weighted Average, UI Adjusted
7,048			88.68% Pervious Area
900			11.32% Impervious Area
900			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.2	42	0.3810	0.22		Sheet Flow, A-B
					Woods: Light underbrush $n=0.400$ $P2=3.50"$
2.0	34	0.2647	0.28		Sheet Flow, B-C
					Grass: Dense $n=0.240$ $P2=3.50"$
0.2	26	0.1153	2.21		Sheet Flow, C-D
					Smooth surfaces $n=0.011$ $P2=3.50"$
0.2	52	0.1154	5.47		Shallow Concentrated Flow, D-E
					Unpaved $K_v=16.1$ fps
5.6	154	Total			

Subcatchment PDA-1A: PDA-1A

Hydrograph



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Type III 24-hr 10-yr Rainfall=5.36"

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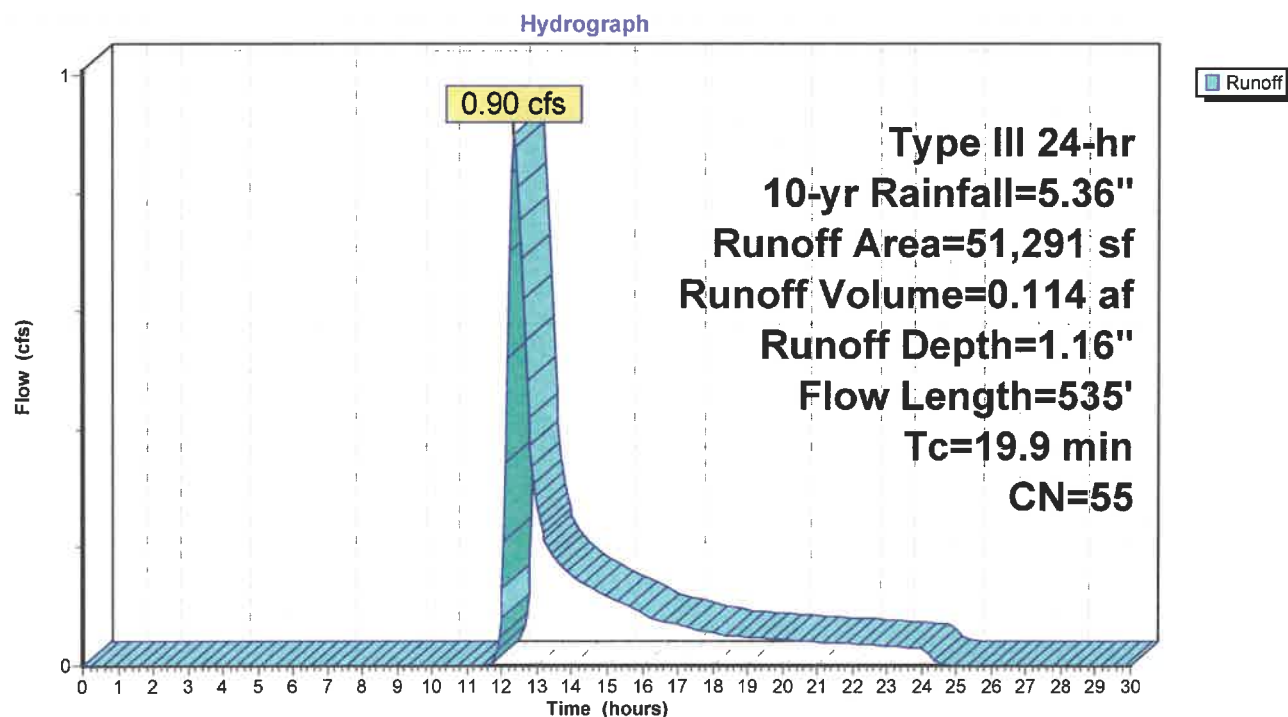
Summary for Subcatchment PDA-1B: PDA-1B

Runoff = 0.90 cfs @ 12.33 hrs, Volume= 0.114 af, Depth= 1.16"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=5.36"

Area (sf)	CN	Description
51,291	55	Woods, Good, HSG B
51,291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.3	85	0.0800	4.24		Shallow Concentrated Flow, C-D Grassed Waterway Kv= 15.0 fps
1.9	110	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
19.9	535	Total			

Subcatchment PDA-1B: PDA-1B

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Type III 24-hr 10-yr Rainfall=5.36"

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Summary for Pond 3P: EQUIPMENT COMPOUND

Inflow Area = 0.182 ac, 11.32% Impervious, Inflow Depth = 3.11" for 10-yr event
 Inflow = 0.66 cfs @ 12.09 hrs, Volume= 0.047 af
 Outflow = 0.07 cfs @ 12.96 hrs, Volume= 0.047 af, Atten= 90%, Lag= 52.2 min
 Discarded = 0.07 cfs @ 12.96 hrs, Volume= 0.047 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
 Peak Elev= 425.76' @ 12.96 hrs Surf.Area= 0.058 ac Storage= 0.018 af

Plug-Flow detention time= 97.1 min calculated for 0.047 af (100% of inflow)
 Center-of-Mass det. time= 97.0 min (918.0 - 821.1)

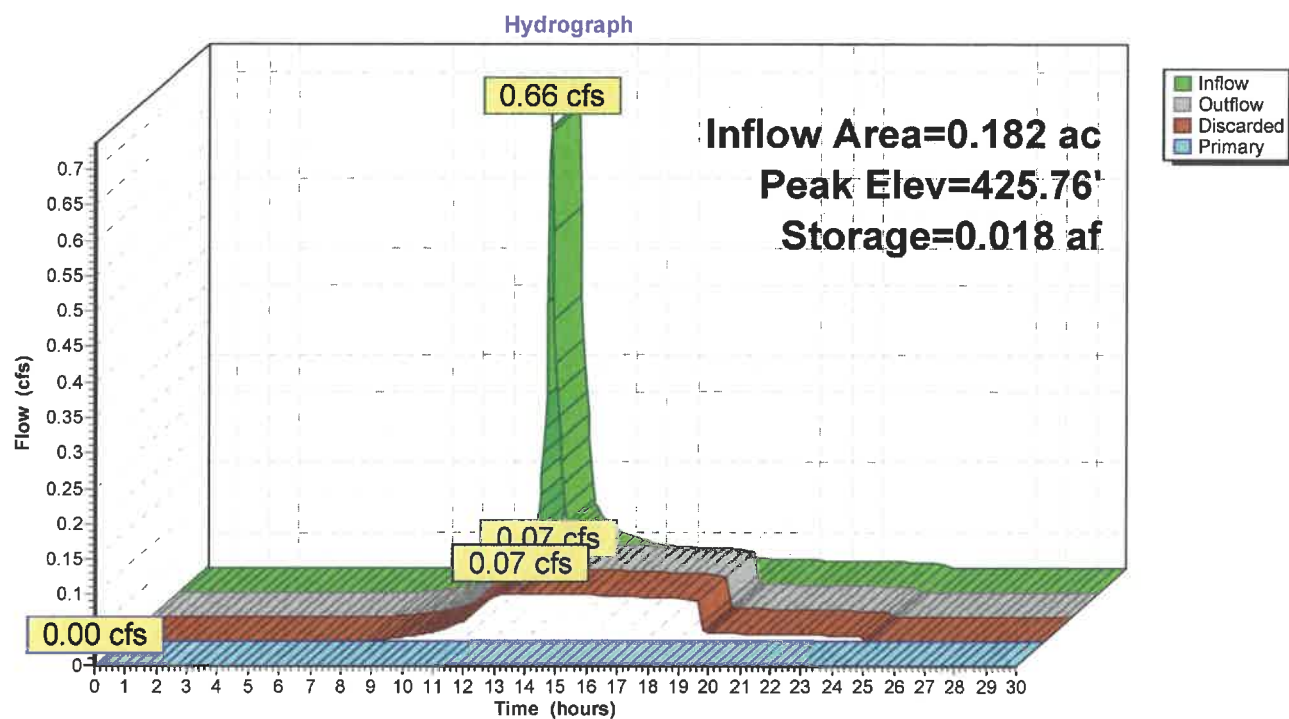
Volume	Invert	Avail.Storage	Storage Description
#1	425.00'	0.023 af	62.00'W x 41.00'L x 1.00'H Prismatic 0.058 af Overall x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	425.00'	1.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 420.00'
#2	Primary	426.00'	62.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Discarded OutFlow Max=0.07 cfs @ 12.96 hrs HW=425.76' (Free Discharge)
 ↑ **1=Exfiltration** (Controls 0.07 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=425.00' (Free Discharge)
 ↑ **2=Sharp-Crested Rectangular Weir** (Controls 0.00 cfs)

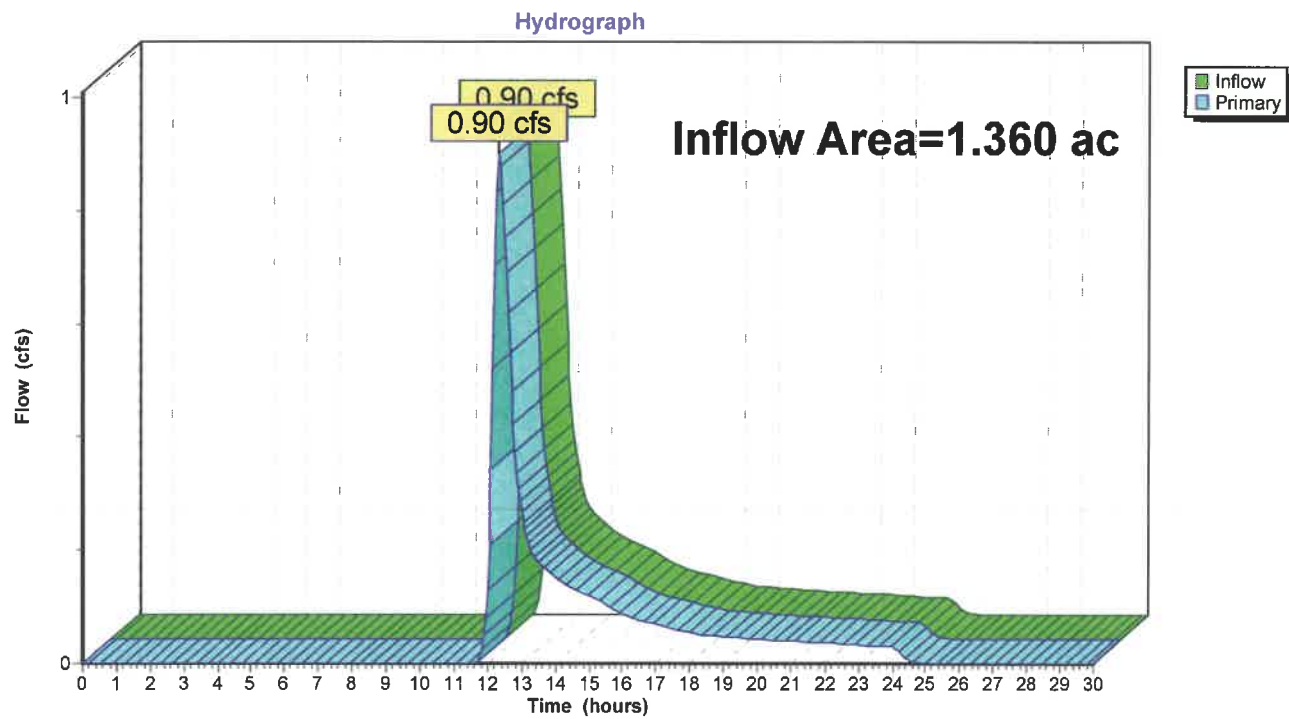
Pond 3P: EQUIPMENT COMPOUND



Summary for Link 5L: AP-1

Inflow Area = 1.360 ac, 1.52% Impervious, Inflow Depth = 1.01" for 10-yr event
Inflow = 0.90 cfs @ 12.33 hrs, Volume= 0.114 af
Primary = 0.90 cfs @ 12.33 hrs, Volume= 0.114 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 5L: AP-1

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Type III 24-hr 25-yr Rainfall=6.52"

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Time span=0.00-30.00 hrs, dt=0.05 hrs, 601 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment PDA-1A: PDA-1A

Runoff Area=7,948 sf 11.32% Impervious Runoff Depth=4.15"
Flow Length=154' Tc=5.6 min UI Adjusted CN=79 Runoff=0.87 cfs 0.063 af

Subcatchment PDA-1B: PDA-1B

Runoff Area=51,291 sf 0.00% Impervious Runoff Depth=1.83"
Flow Length=535' Tc=19.9 min CN=55 Runoff=1.54 cfs 0.179 af

Pond 3P: EQUIPMENT COMPOUND

Peak Elev=426.01' Storage=0.023 af Inflow=0.87 cfs 0.063 af
Discarded=0.07 cfs 0.060 af Primary=0.23 cfs 0.003 af Outflow=0.30 cfs 0.063 af

Link 5L: AP-1

Inflow=1.54 cfs 0.182 af
Primary=1.54 cfs 0.182 af

Total Runoff Area = 1.360 ac Runoff Volume = 0.242 af Average Runoff Depth = 2.14"
98.48% Pervious = 1.339 ac 1.52% Impervious = 0.021 ac

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Type III 24-hr 25-yr Rainfall=6.52"

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Summary for Subcatchment PDA-1A: PDA-1A[49] Hint: $T_c < 2dt$ may require smaller dt

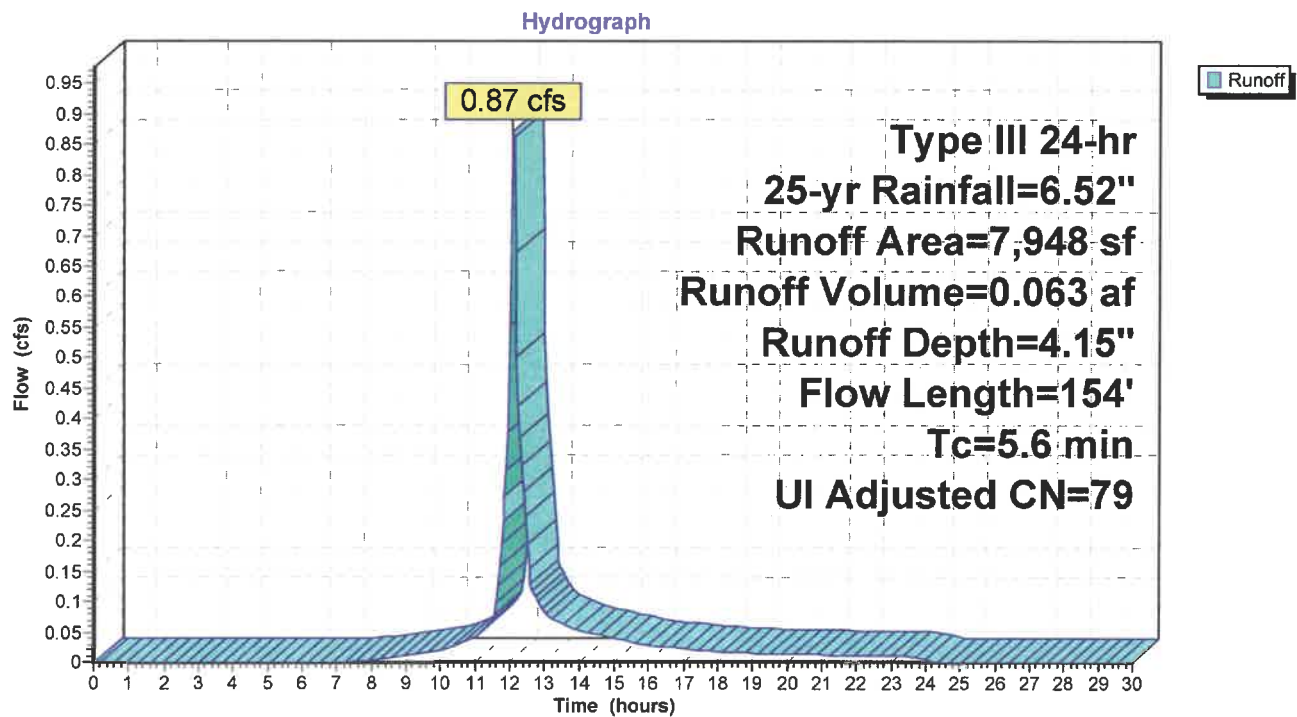
Runoff = 0.87 cfs @ 12.09 hrs, Volume= 0.063 af, Depth= 4.15"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, $dt=0.05$ hrs
Type III 24-hr 25-yr Rainfall=6.52"

Area (sf)	CN	Adj	Description
5,008	85		Gravel roads, HSG B
1,547	61		>75% Grass cover, Good, HSG B
493	55		Woods, Good, HSG B
900	98		Unconnected pavement, HSG B
7,948	80	79	Weighted Average, UI Adjusted
7,048			88.68% Pervious Area
900			11.32% Impervious Area
900			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.2	42	0.3810	0.22		Sheet Flow, A-B
					Woods: Light underbrush $n=0.400$ $P2=3.50"$
2.0	34	0.2647	0.28		Sheet Flow, B-C
					Grass: Dense $n=0.240$ $P2=3.50"$
0.2	26	0.1153	2.21		Sheet Flow, C-D
					Smooth surfaces $n=0.011$ $P2=3.50"$
0.2	52	0.1154	5.47		Shallow Concentrated Flow, D-E
					Unpaved $K_v=16.1$ fps
5.6	154	Total			

Subcatchment PDA-1A: PDA-1A



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Type III 24-hr 25-yr Rainfall=6.52"

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Summary for Subcatchment PDA-1B: PDA-1B

Runoff = 1.54 cfs @ 12.31 hrs, Volume= 0.179 af, Depth= 1.83"

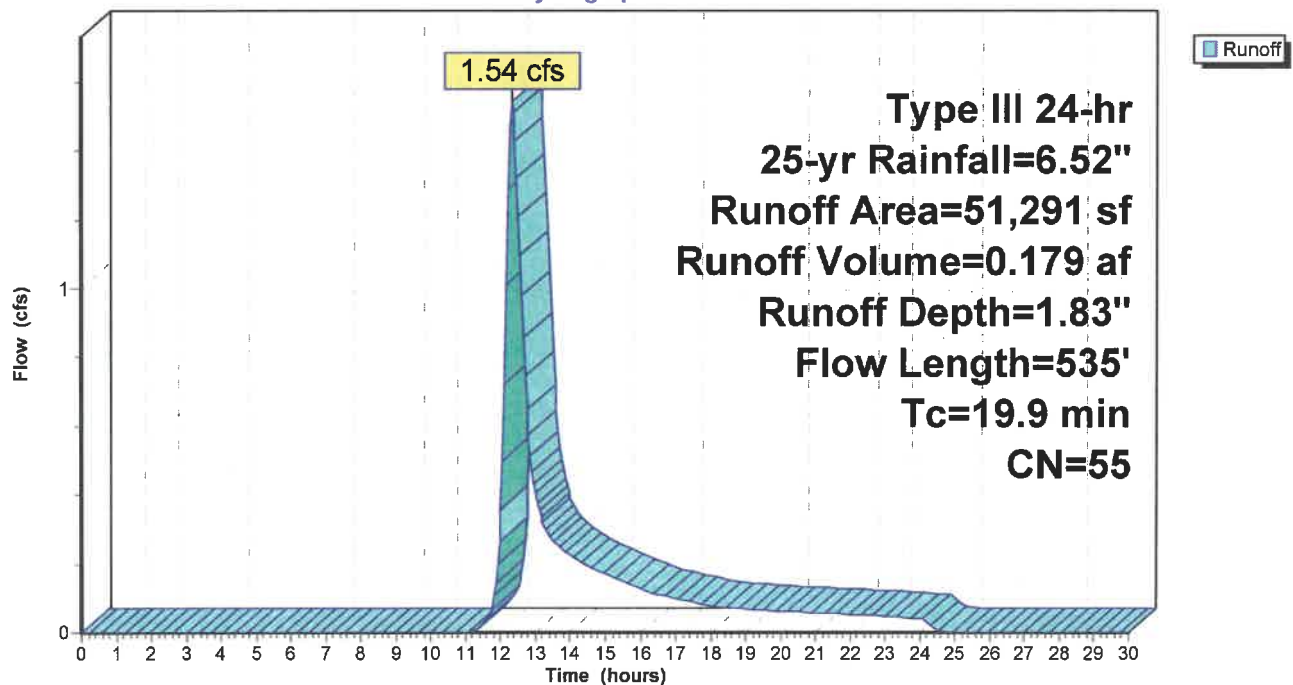
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=6.52"

Area (sf)	CN	Description
51,291	55	Woods, Good, HSG B
51,291		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.5	100	0.1900	0.11		Sheet Flow, A-B Woods: Dense underbrush n= 0.800 P2= 3.50"
3.2	240	0.2534	1.26		Shallow Concentrated Flow, B-C Forest w/Heavy Litter Kv= 2.5 fps
0.3	85	0.0800	4.24		Shallow Concentrated Flow, C-D Grassed Waterway Kv= 15.0 fps
1.9	110	0.1500	0.97		Shallow Concentrated Flow, D-E Forest w/Heavy Litter Kv= 2.5 fps
19.9	535	Total			

Subcatchment PDA-1B: PDA-1B

Hydrograph



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Type III 24-hr 25-yr Rainfall=6.52"

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Summary for Pond 3P: EQUIPMENT COMPOUND

[93] Warning: Storage range exceeded by 0.01'

[85] Warning: Oscillations may require smaller dt or Finer Routing (severity=5)

Inflow Area = 0.182 ac, 11.32% Impervious, Inflow Depth = 4.15" for 25-yr event
 Inflow = 0.87 cfs @ 12.09 hrs, Volume= 0.063 af
 Outflow = 0.30 cfs @ 12.50 hrs, Volume= 0.063 af, Atten= 65%, Lag= 24.6 min
 Discarded = 0.07 cfs @ 12.49 hrs, Volume= 0.060 af
 Primary = 0.23 cfs @ 12.50 hrs, Volume= 0.003 af

Routing by Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs
 Peak Elev= 426.01' @ 12.49 hrs Surf.Area= 0.058 ac Storage= 0.023 af

Plug-Flow detention time= 125.4 min calculated for 0.063 af (100% of inflow)
 Center-of-Mass det. time= 125.2 min (938.1 - 812.9)

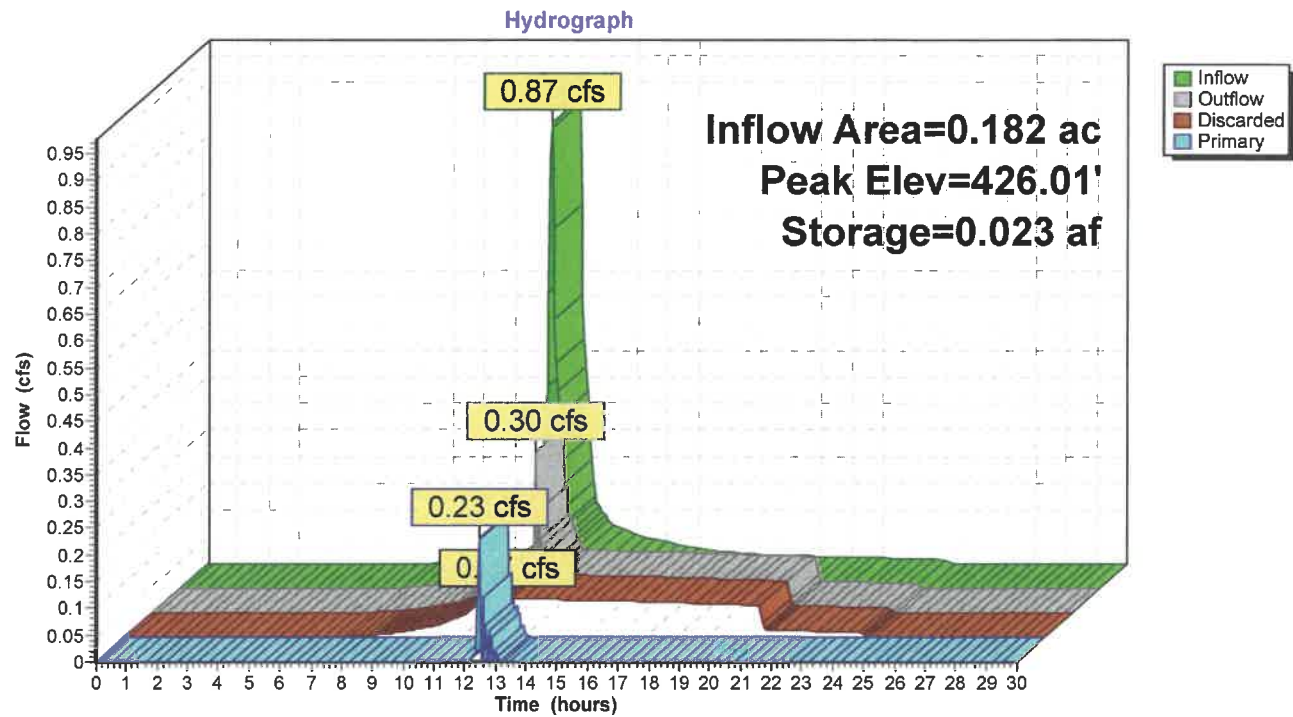
Volume	Invert	Avail.Storage	Storage Description
#1	425.00'	0.023 af	62.00'W x 41.00'L x 1.00'H Prismatic 0.058 af Overall x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	425.00'	1.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 420.00'
#2	Primary	426.00'	62.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Discarded OutFlow Max=0.07 cfs @ 12.49 hrs HW=426.01' (Free Discharge)
 ↗1=Exfiltration (Controls 0.07 cfs)

Primary OutFlow Max=0.21 cfs @ 12.50 hrs HW=426.01' (Free Discharge)
 ↗2=Sharp-Crested Rectangular Weir (Weir Controls 0.21 cfs @ 0.33 fps)

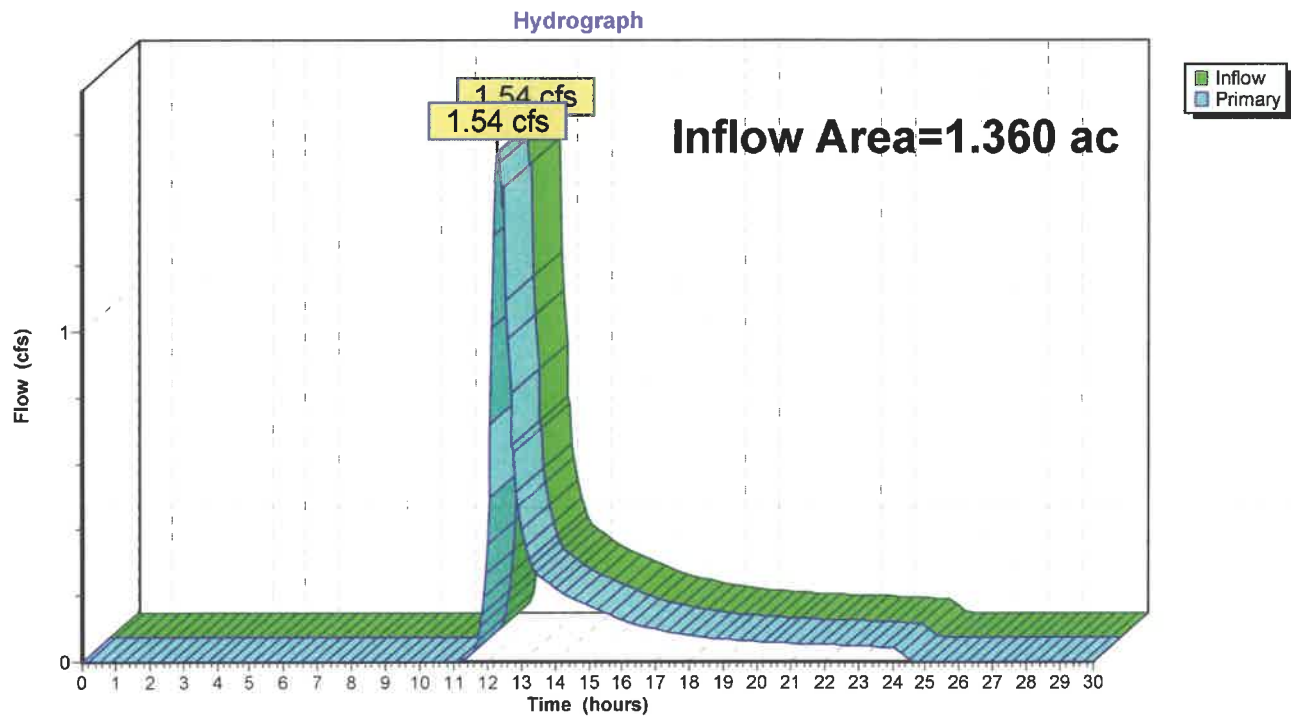
Pond 3P: EQUIPMENT COMPOUND



Summary for Link 5L: AP-1

Inflow Area = 1.360 ac, 1.52% Impervious, Inflow Depth = 1.60" for 25-yr event
Inflow = 1.54 cfs @ 12.31 hrs, Volume= 0.182 af
Primary = 1.54 cfs @ 12.31 hrs, Volume= 0.182 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.05 hrs

Link 5L: AP-1

APPENDIX D: NOAA ATLAS 14 PRECIPITATION FREQUENCY TABLE



NOAA Atlas 14, Volume 10, Version 3
Location name: Mount Kisco, New York, USA*
Latitude: 41.1981°, Longitude: -73.7128°
Elevation: 509.72 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sandra Pavlovic, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Orlan Wilhite

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.357 (0.280-0.446)	0.417 (0.327-0.522)	0.515 (0.402-0.647)	0.596 (0.463-0.752)	0.708 (0.531-0.926)	0.793 (0.583-1.06)	0.881 (0.625-1.21)	0.975 (0.659-1.37)	1.10 (0.717-1.60)	1.21 (0.764-1.78)
10-min	0.505 (0.397-0.632)	0.590 (0.463-0.739)	0.729 (0.570-0.916)	0.844 (0.656-1.07)	1.00 (0.753-1.31)	1.12 (0.825-1.50)	1.25 (0.886-1.71)	1.38 (0.933-1.94)	1.57 (1.02-2.27)	1.71 (1.08-2.53)
15-min	0.594 (0.467-0.744)	0.694 (0.545-0.870)	0.858 (0.671-1.08)	0.993 (0.772-1.25)	1.18 (0.886-1.54)	1.32 (0.971-1.76)	1.47 (1.04-2.01)	1.62 (1.10-2.29)	1.84 (1.20-2.67)	2.01 (1.27-2.97)
30-min	0.840 (0.660-1.05)	0.980 (0.769-1.23)	1.21 (0.945-1.52)	1.40 (1.09-1.77)	1.66 (1.25-2.17)	1.86 (1.37-2.48)	2.07 (1.46-2.83)	2.28 (1.54-3.20)	2.56 (1.67-3.72)	2.78 (1.76-4.12)
60-min	1.09 (0.853-1.36)	1.27 (0.993-1.59)	1.56 (1.22-1.96)	1.81 (1.40-2.28)	2.14 (1.61-2.80)	2.40 (1.76-3.19)	2.66 (1.88-3.64)	2.93 (1.98-4.12)	3.29 (2.13-4.77)	3.56 (2.25-5.26)
2-hr	1.42 (1.13-1.77)	1.65 (1.31-2.06)	2.03 (1.60-2.54)	2.34 (1.83-2.94)	2.77 (2.09-3.60)	3.10 (2.29-4.10)	3.44 (2.44-4.67)	3.78 (2.57-5.29)	4.25 (2.77-6.13)	4.62 (2.93-6.78)
3-hr	1.64 (1.30-2.04)	1.91 (1.52-2.37)	2.36 (1.86-2.93)	2.72 (2.13-3.40)	3.22 (2.44-4.17)	3.61 (2.67-4.75)	4.00 (2.86-5.42)	4.41 (3.00-6.14)	4.99 (3.26-7.16)	5.43 (3.46-7.95)
6-hr	2.05 (1.64-2.52)	2.41 (1.92-2.97)	3.00 (2.39-3.71)	3.50 (2.76-4.34)	4.17 (3.18-5.37)	4.68 (3.49-6.14)	5.21 (3.76-7.06)	5.80 (3.96-8.02)	6.64 (4.34-9.47)	7.31 (4.67-10.6)
12-hr	2.48 (1.99-3.03)	2.97 (2.38-3.63)	3.77 (3.01-4.62)	4.43 (3.52-5.46)	5.34 (4.10-6.86)	6.03 (4.53-7.89)	6.75 (4.91-9.14)	7.58 (5.19-10.4)	8.81 (5.78-12.5)	9.82 (6.29-14.2)
24-hr	2.88 (2.33-3.49)	3.50 (2.83-4.25)	4.51 (3.63-5.50)	5.36 (4.28-6.56)	6.52 (5.04-8.32)	7.38 (5.58-9.62)	8.30 (6.10-11.2)	9.40 (6.46-12.8)	11.0 (7.27-15.6)	12.4 (7.98-17.8)
2-day	3.24 (2.64-3.91)	3.98 (3.23-4.80)	5.17 (4.19-6.26)	6.17 (4.96-7.50)	7.53 (5.86-9.57)	8.55 (6.51-11.1)	9.64 (7.13-13.0)	11.0 (7.56-14.9)	13.0 (8.56-18.1)	14.7 (9.45-20.9)
3-day	3.52 (2.88-4.23)	4.31 (3.52-5.18)	5.61 (4.56-6.76)	6.69 (5.40-8.10)	8.17 (6.38-10.3)	9.26 (7.08-12.0)	10.4 (7.75-14.0)	11.9 (8.21-16.1)	14.1 (9.30-19.6)	15.9 (10.3-22.6)
4-day	3.77 (3.09-4.52)	4.61 (3.77-5.52)	5.97 (4.87-7.18)	7.11 (5.76-8.58)	8.66 (6.78-10.9)	9.82 (7.52-12.6)	11.1 (8.22-14.8)	12.6 (8.70-17.0)	14.9 (9.84-20.6)	16.8 (10.9-23.8)
7-day	4.48 (3.69-5.33)	5.39 (4.44-6.43)	6.89 (5.65-8.23)	8.13 (6.62-9.76)	9.83 (7.73-12.3)	11.1 (8.53-14.2)	12.5 (9.27-16.5)	14.1 (9.78-18.9)	16.5 (11.0-22.8)	18.5 (12.0-26.1)
10-day	5.17 (4.28-6.13)	6.13 (5.07-7.28)	7.71 (6.35-9.19)	9.02 (7.38-10.8)	10.8 (8.53-13.5)	12.2 (9.37-15.5)	13.6 (10.1-17.9)	15.3 (10.6-20.4)	17.7 (11.8-24.4)	19.8 (12.8-27.7)
20-day	7.29 (6.07-8.59)	8.38 (6.97-9.88)	10.2 (8.41-12.0)	11.6 (9.56-13.8)	13.7 (10.8-16.8)	15.2 (11.7-19.0)	16.8 (12.4-21.7)	18.5 (13.0-24.5)	20.8 (14.0-28.5)	22.7 (14.8-31.6)
30-day	9.09 (7.60-10.7)	10.3 (8.57-12.1)	12.2 (10.1-14.4)	13.8 (11.4-16.3)	16.0 (12.7-19.5)	17.7 (13.6-22.0)	19.4 (14.3-24.8)	21.1 (14.8-27.8)	23.4 (15.7-31.8)	25.2 (16.4-34.9)
45-day	11.3 (9.53-13.3)	12.6 (10.6-14.8)	14.7 (12.3-17.3)	16.5 (13.7-19.4)	18.9 (15.0-23.0)	20.8 (16.1-25.7)	22.6 (16.7-28.7)	24.4 (17.2-32.0)	26.7 (18.0-36.1)	28.4 (18.5-39.2)
60-day	13.3 (11.2-15.4)	14.6 (12.3-17.1)	16.9 (14.2-19.8)	18.8 (15.6-22.1)	21.4 (17.0-25.9)	23.4 (18.1-28.8)	25.4 (18.8-32.0)	27.3 (19.3-35.6)	29.6 (20.0-39.9)	31.2 (20.4-43.0)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

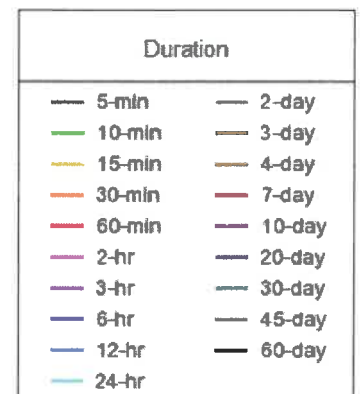
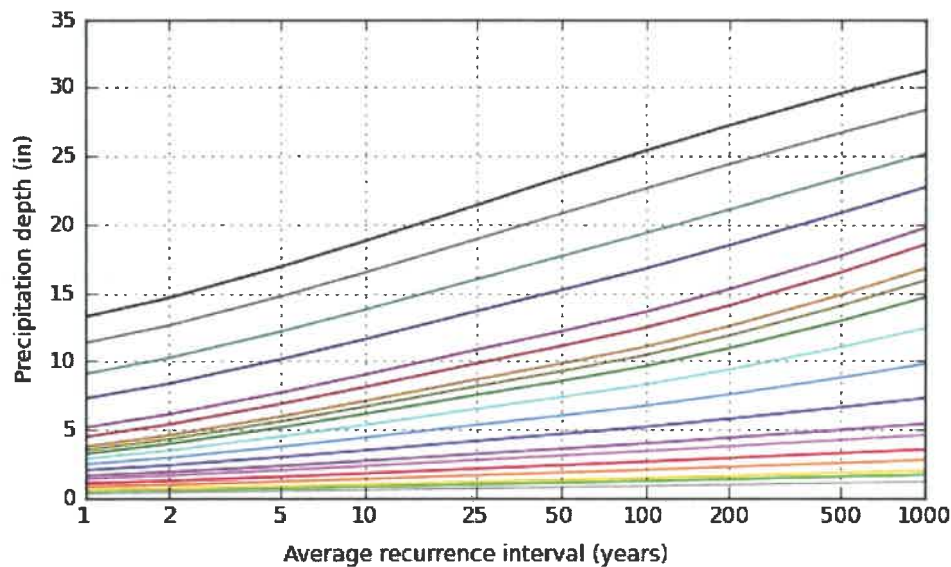
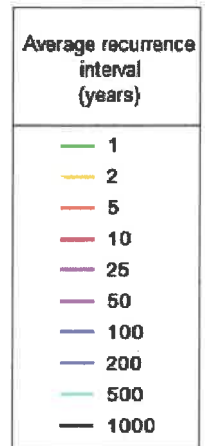
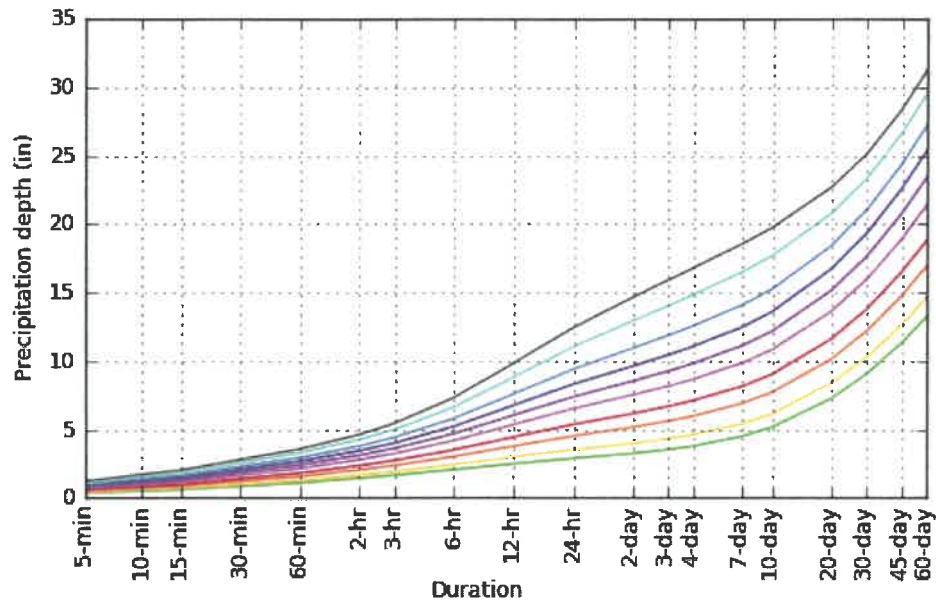
Please refer to NOAA Atlas 14 document for more information.

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PF graphical

PDS-based depth-duration-frequency (DDF) curves

Latitude: 41.1981°, Longitude: -73.7128°



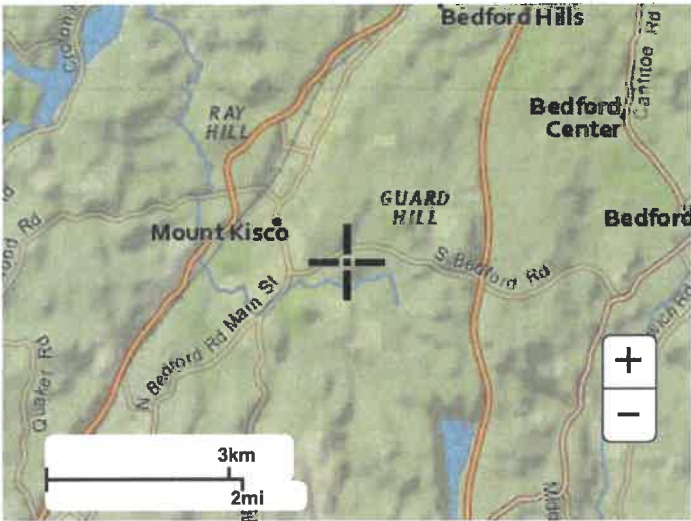
NOAA Atlas 14, Volume 10, Version 3

Created (GMT): Mon Sep 14 16:18:54 2020

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Maps & aeriels

Small scale terrain



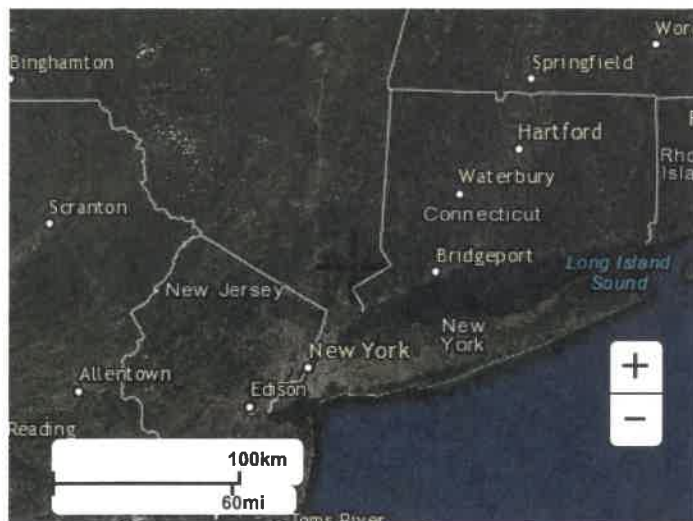
Large scale terrain



Large scale map



Large scale aerial

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[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

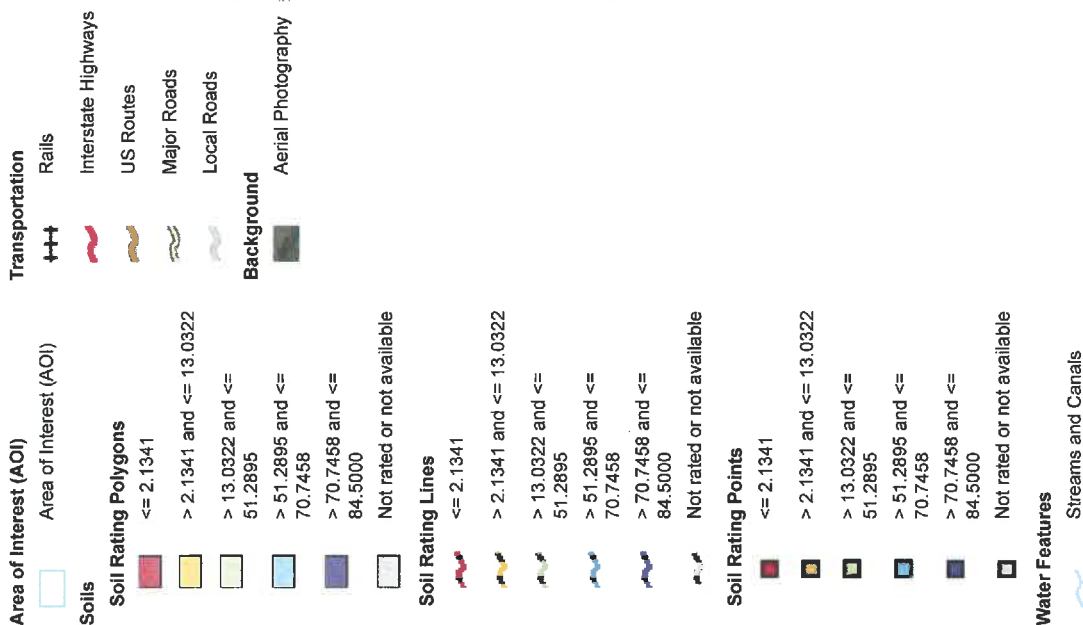
[Disclaimer](#)

APPENDIX E: NRCS SATURATED HYDRAULIC CONDUCTIVITY

Saturated Hydraulic Conductivity (Ksat)—Westchester County, New York
(Mount Kisco)



MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Westchester County, New York
Survey Area Data: Version 16, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 16, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Saturated Hydraulic Conductivity (Ksat)

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
ChB	Charlton fine sandy loam, 3 to 8 percent slopes	10.0000	15.5	16.5%
ChC	Charlton fine sandy loam, 8 to 15 percent slopes	10.0000	2.5	2.7%
ChD	Charlton fine sandy loam, 15 to 25 percent slopes	10.0000	0.1	0.1%
CrC	Charlton-Chatfield complex, 0 to 15 percent slopes, very rocky	12.1818	25.3	27.0%
CsD	Chatfield-Charlton complex, 15 to 35 percent slopes, very rocky	10.1993	30.1	32.2%
CuD	Chatfield-Hollis-Rock outcrop complex, 15 to 35 percent slopes	10.1993	3.2	3.4%
Ff	Fluvaquents-Udfluvents complex, frequently flooded	70.7458	7.7	8.2%
HrF	Hollis-Rock outcrop complex, 35 to 60 percent slopes	13.0322	1.9	2.0%
LcA	Leicester loam, 0 to 3 percent slopes, stony	51.2895	2.5	2.6%
LcB	Leicester loam, 3 to 8 percent slopes, stony	51.2895	1.2	1.2%
RhA	Riverhead loam, 0 to 3 percent slopes	84.5000	0.6	0.6%
Sh	Sun loam	2.1341	1.7	1.8%
SuB	Sutton loam, 3 to 8 percent slopes	10.0000	1.3	1.4%
W	Water		0.3	0.3%
Totals for Area of Interest			93.7	100.0%

Description

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

The numeric Ksat values have been grouped according to standard Ksat class limits.

Rating Options

Units of Measure: micrometers per second

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)



HOMELAND TOWERS

December 18, 2020

Honorable Chairman and
Members of the Planning Board
Village of Mount Kisco
104 Main St
Mount Kisco, NY 10549

RE: Letter agreement to remove the tower / post removal bond

Dear Hon. Chairman and Members of the Board:

I am the President of Homeland Towers, LLC. Homeland Towers is proposing to erect a personal wireless services facility, including a tower, at 180 S. Bedford Road, Mount Kisco.

On behalf of Homeland Towers, its successors and assigns, I hereby agree and consent to a condition of approval of the special permit to remove the tower within 12 months in the event the use of the tower should fully cease. Furthermore, I agree to post a removal bond in an amount not to exceed \$25,000 to the benefit of the Village of Mount Kisco to ensure such removal of the tower.

Respectfully submitted,

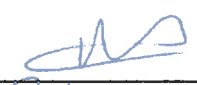

Manuel Vicente

State of Connecticut
County of Fairfield

On December 18, 2020, before me, the undersigned Notary Public, personally appeared Manuel Vicente, President of Homeland Towers, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 
Print Name: Rebecca Hall
My Commission Expires: 8.31.2023
Commission No.: 197224

(Affix Notarial Seal)

Rebecca Hall
Notary Public-Connecticut
My Commission Expires
August 31, 2023

LAW OFFICES OF
SNYDER & SNYDER, LLP

94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS
rgaudio@snnyderlaw.net

NEW YORK OFFICE
445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
FAX (212) 932-2693

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

NEW JERSEY OFFICE
ONE GATEWAY CENTER, SUITE 2600
NEWARK, NEW JERSEY 07102
(973) 824-9772
FAX (973) 824-9774

REPLY TO:
TARRYTOWN OFFICE

December 29, 2020

Honorable Chairman Harold Boxer
and Members of the Zoning Board of Appeals
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Re: 180 S. Bedford Road (**Master Plan Letter**)
Public Utility Wireless Telecommunications Facility
Homeland Towers, LLC

Honorable Chairman and
Members of the Zoning Board of Appeals:

As you are aware, we are the attorneys for Homeland Towers, LLC ("Homeland Towers") and Verizon Wireless (together "Applicants") in connection with their application to place a public utility wireless telecommunications facility ("Facility") at the above referenced property ("Property").

In accordance with Village Code §110-45(B)(8) and in support of the fact that "the proposed site plan is in general conformance with the applicable provisions of the Master Plan of the Village of Mount Kisco, as may be in existence from time to time" the Applicants offer the following statements:

One of the stated Goals in Section 2.2 of the Village's 2019 Comprehensive Plan is "LAND USE AND ZONING Promote a balanced pattern of land use while facilitating development that respects the natural environment and responds to evolving needs of residents based on shifts in technology and market demand" (emphasis added). As the majority of American Households rely solely on cellphones and do not have landlines, a land use project that improves the wireless services for cellphone users at home conforms with the stated goal in the Village's 2019 Comprehensive Plan. See Washington Post Article Attached ("52.5% of adults live in wireless-only households.")

It must be noted that the Property is specifically identified in Chapter 3 of the Master Plan as a large Vacant Property and Chapter 3 of the Master Plan states that "[s]ome of the Village's largest vacant parcels are potential development sites." Also, please note that the proposed Facility is permitted on the Property pursuant to special permit approval, and therefore,

as a matter of law, the Facility is in harmony with the Master Plan. See Matter of Dan Gernatt Gravel Products, Inc. v. Town of Collins, 105 A.D.2d 1057, 1059 (4th Dept 1984) (“The inclusion in a zoning ordinance of a use permitted by special permit is tantamount to a legislative finding that the use is in harmony with the general zoning plan and that it will not adversely affect the area.”)

Chapters 4 and 5 are not applicable to this project, as the Facility will not directly impact the Village’s demographics (Chapter 4) and the Facility is not located in the Downtown (Chapter 5).

Chapter 6 Economy’s Recommendation #4 is to “[c]onsider future flexibility for non-traditional and home-based businesses,” and having reliable wireless services is important to many emerging non-traditional and home-based businesses that rely on these services. See Reno Gazette Article Attached (“Bad cell coverage can destroy the best office planning. Check the coverage when you are viewing homes for sale.”) Improving cell service for home offices has shown to be of even greater importance this year, when a large percentage of Americans were forced to adapt to working (and learning) from home due to COVID-19 restrictions. Millions of Americans are relying on cell phone service to conduct business, and many do not currently have reliable service at their home. See Waveform Article attached, <https://www.waveform.com/pages/coronavirus-and-remote-work-april-2020> (“85 million people working from home due to Coronavirus, around 10.6 million have poor cell signal at home.”)

As demonstrated in the VRA and EAF the Facility will not interfere with or cause a negative impact with respect to Natural and Environmental Resources, Parks and Open Space, in conformance with Chapter 7 of the Master Plan. The Applicants have also submitted a Steep Slope Letter and details on the Site Plan demonstrating that impacts to steep slopes will be minimal and that proper mitigation has been proposed. The Applicants have also submitted a Stormwater Management Report, containing information on tree removal and further demonstrating the project’s conformance with the Master Plan. Most importantly Chapter 7 of the Master Plan discusses planning for “Hazard Mitigation” for events such as Superstorm Sandy, and it is respectfully submitted that Verizon’s FCC licensed services are ideal for use during a power outage. Additionally, if fallen trees destroy the phone lines a cell phone may be the only way for a resident in need to call for help, and for the majority of Americans that do not have a landline phone at all, this is always their only method for calling for help.

In furtherance of demonstrating conformance with Chapter 8 please note that the services provided from the Facility would be of a benefit to the police, fire and ambulance services in the Village. “[A]n estimated 240 million calls are made to 9-1-1 in the U.S. each year. In many areas, 80% or more are from wireless devices.” See NENA website <https://www.nena.org/page/911Statistics>.

The wireless services from the Facility will also promote Chapter 9's stated goals for safe travel. The services from the Facility can be used to call for assistance in the event of an accident or to call for directions if lost. Additionally, the Facility is unmanned and will have no adverse traffic impacts.

We also respectfully submit that ensuring the Village has sufficient wireless facilities to promote reliable service throughout the Village is in conformance with Chapter 10's stated goals, as "[m]aintaining the infrastructure in Mount Kisco is an important factor in preserving the Village's quality-of-life and economic development efforts."

Therefore, based on the aforementioned it is respectfully submitted that the proposed Facility "is in general conformance with the applicable provisions of the Master Plan."

Snyder & Snyder, LLP

By: 
Robert D. Gaudio

RDG/djk

Enclosures

cc: Planning Board

Applicants

Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\Mount Kisco\NY172\ZBA Letter 12.29.20 (Master Plan Letter).rtf

Most adults live in wireless-only households — and where that varies is important

By **Philip Bump**

Jan. 7, 2018 at 11:22 a.m. EST

Once upon a time, people had phones hard-wired in their houses. These phones were called “landlines,” and they relied on wires strung throughout their communities to operate. It was an effective technology, but one that necessarily meant that your ability to place and receive a telephone call was limited to a particular vicinity. Over time, inventors came up with a thing called a “cordless phone,” which extended that range slightly, but not much.

For pollsters, this was useful. There was a phone number that was connected to a house where you knew certain people lived, and so you could call that number and have a good sense that you were talking to Joe Smith, registered Republican.

Then capitalism got in the way. The invention of the cellphone and the rapid adoption thereof meant that people were no longer tied to a particular physical location when making calls. About a decade ago, as more Americans began relying solely on cellphones, pollsters began incorporating those numbers into their pool of contacts. This was tricky for several reasons, including that federal law mandates that cell numbers be hand-dialed. As The Washington Post’s Scott Clement explained a few years ago, this means that it can cost twice as much to call cell numbers. In the already-tight economics of polling, that’s a problem.

A decade ago, though, only about 1 in 8 adults lived in wireless-only households, according to data from the National Center for Health Statistics. As of the second half of 2016, though, slightly more than half of American adults fit that description for the first time. The most recent figure, for the first half of 2017, established that 52.5 percent of adults live in wireless-only households.

Generally speaking, pollsters are ill advised to ignore cellphone users, if only because they’d be missing half of the country. But there’s another reason that pollsters need to include cell users: The demographics of those with and without access to landlines is stark.

Consider race and ethnicity. Nearly two-thirds of Hispanic adults in the United States live in households that are wireless-only. More than half of black adults and Asian adults do, as well. But fewer than half of white Americans do.

Including only landlines in polling — which, we will note, is not common practice at this point — means you’re much less likely to reach Hispanic voters.

Or younger ones. Nearly three-quarters of adults ages 30 to 34 live in wireless-only households. Those younger than 25 are less likely to — probably because some chunk of that group lives in a household with someone age 45 or older (that is, a parent). Among those 65 and up, fewer than a quarter live in a wireless-only household.

There's a trend undergirding this. Those under the federal poverty level are much more likely to live in wireless-only households than those earning at least twice that level.

Income, age and race all correlate to another factor: homeownership. If you own a house, you're *much* more likely to have a landline in that house, both because older Americans still have landlines/are more likely to own houses and because people who rent are less likely to have a landline installed.

Owning a home tends to correlate to another characteristic: being likely to vote. If you have lived in the same place for a decade, you're probably pretty familiar with where you need to go to cast your ballot — and it has been a long time since you've had to register at your new address.

The idea that the mode of reaching someone in a poll affects the results isn't just a theory. In December 2015, we looked at research that showed spreads of more than 20 points in presidential and congressional polling depending on whether the respondent was reached on a cellphone or a landline.

That discrepancy, incidentally, is precisely why the National Center for Health Statistics collects this data. In an interview in 2015, an associate director for the agency explained to NPR that there were significant differences between the two populations.

"People who are wireless-only are more likely to smoke, they're more likely to binge drink, they're more likely to be uninsured," he said. "In effect, they are more likely to engage in risky behaviors."

Polling suggests that they also tend to vote differently.



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105 A.D.2d 1057, 482 N.Y.S.2d 587

In the Matter of Dan Gernatt Gravel Products, Inc., Petitioner,
v.
Town of Collins et al., Respondents.

Supreme Court, Appellate Division, Fourth Department, New York
607
November 7, 1984

CITE TITLE AS: Dan Gernatt Gravel Prods. v Town of Collins

Article 78 proceeding transferred by order of Supreme Court, Erie County, Cook, J.

HEADNOTE

MUNICIPAL CORPORATIONS ZONING

(1) Special use permit --- Town Board's denial of petitioner's application for special use permit to mine gravel was unreasonable --- Inclusion in zoning ordinance of use permitted by special permit is tantamount to legislative finding that use is in harmony with general zoning plan and that it will not adversely affect area; consequently, issuing body is required to grant special use permit unless 'reasonable grounds exist for its denial' --- Town's master plan was neither put into evidence nor even alluded to at public hearing; additionally, fact that town's engineer did not review petitioner's study is not attributable to petitioner and should not serve as basis for denying permit; further, no evidence was presented concerning any adverse impact permit would have on local traffic, neighboring village's objection was never presented at hearing, and only evidence concerning impact on neighborhood was presented by petitioner; finally, community pressure is improper ground upon which to base denial of special permit.

Present -- Dillon, P. J., Callahan, Doerr, Boomer and Moule, JJ.

Determination unanimously annulled without costs, and petitioner's request for a permit granted, subject to the conditions imposed by respondent's Planning Board at its meeting of April 26, 1982. Petitioner commenced this CPLR article 78 proceeding to annul respondent Town Board's decision to deny its application for a special use permit to mine gravel. This proceeding was subsequently transferred to the Appellate Division pursuant to CPLR 7804 (subd [g]).

A public hearing on petitioner's request for a special permit was originally held on March 8, 1982. At the hearing several area residents voiced their concerns over the possible danger to the town's water supply posed by petitioner's intended excavation. Other complaints regarding noise, dust and property devaluation were also raised. A geologist retained by petitioner stated at

the hearing that he had conducted a study which showed that petitioner's operations would have no impact on the town's water supply. On March 19, 1982 the New York State Department of Environmental Conservation advised the Town *1058 Board that, while petitioner's proposed operations would require compliance with the State Environmental Quality Review regulations, it would not object to a finding of no significant impact because it believed that petitioner had presented sufficient evidence that its operations would not affect the quality or quantity of the area groundwater. An impact statement was then prepared by petitioner and signed by the Town Supervisor, stating that, because of mitigation measures, there would be no significant environmental impact in this case.

On April 26, 1982 the Town of Collins Planning Board met and recommended that the special permit be granted, subject to 11 restrictions. Immediately following the Planning Board's meeting, the Town Board met to discuss the matter and, subsequently, voted 4 to 1 against granting the permit. No findings of fact or conclusions of law were issued along with the decision. Petitioner then commenced an article 78 proceeding to have the Town Board's decision set aside as arbitrary. Special Term granted the petition and directed the Town Board to reconsider petitioner's application and issue specific findings of fact and conclusions of law along with its subsequent decision. On December 6, 1982 the Town Board, without any further hearing on the matter, again voted 4 to 1 against permit approval. Lengthy findings of facts and conclusions of law were issued along with this decision. The principal findings of fact upon which the Town Board's decision was based were: (1) inconsistency with the town's master plan; (2) failure of the town engineer to review the hydrological study prepared by petitioner's expert; (3) traffic problems; (4) an objection by the Village of Gowanda; (5) the significant impact of the project on the neighbors; and (6) objections by local residents.

Initially, we note that Special Term erred in transferring this proceeding to the Appellate Division. An article 78 proceeding should, pursuant to CPLR 7803 (subd 4) and 7804 (subd [g]), only be transferred to the Appellate Division when a quasi-judicial hearing at which evidence is taken is held and the resulting determination is challenged as not being supported by substantial evidence (see *Matter of Colton v. Berman*, 21 NY2d 322, 329). A public hearing, like the one held here, is for informational purposes only and is not the type of hearing contemplated by CPLR 7803 (subd 4) (see *Matter of Save the Pine Bush v. Planning Bd.*, 83 AD2d 741). Since the requisite quasi-judicial hearing was not held in this matter, it was improper for Special Term to transfer this proceeding to our court. Even though this proceeding was improperly transferred to our court, we should, nonetheless, determine all the issues presented (*Matter of 125 Bar Corp. v. State Liq. Auth.*, 24 NY2d 174, 180; *Matter *1059 of United States Tube & Foundry Co. v. Feinberg*, 7 AD2d 591, 595-596).

The second question presented is whether the Town Board's denial of petitioner's permit application was reasonable. The inclusion in a zoning ordinance of a use permitted by special permit is tantamount to a legislative finding that the use is in harmony with the general zoning plan and that it will not adversely affect the area (i *Matter of North Shore Steak House v. Board of Appeals*, 30 NY2d 238, 243-244; *Matter of Scott v. Zoning Bd. of Appeals*, 88 AD2d 767). Consequently, the issuing body is required to grant a special use permit unless "reasonable grounds exist for its denial" (*Green v. Lo Grande*, 96 AD2d 524, 525, app dsmd 61 NY2d 758).

A review of the reasons detailed by the Town Board for rejecting petitioner's permit reveals that denial of the permit was unreasonable. The town's master plan was neither put into evidence nor even alluded to at the public hearing. Additionally, the fact that the town's engineer did not review petitioner's study is not attributable to petitioner and should not serve as a basis for denying the permit. Further, no evidence was presented concerning any adverse impact the permit would have on local traffic, the Village of Gowanda's objection was never presented at the hearing, and the only evidence concerning impact on the neighborhood was presented by petitioner. Finally, community pressure is an improper ground upon which to base the denial of a special permit (i *Matter of Lee Realty Co. v. Village of Spring Val.*, 61 NY2d 892, 893; *Matter of Pleasant Val. Home Constr. v. Van Wagner*, 41 NY2d 1028).

reno gazette journal

BUSINESS

Ask NCET: What should I look for in a home office when I buy a new house?

Lindsay Bradley and Jock Ochiltree

Published 11:02 a.m. PT Dec. 22, 2020

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NCET helps you explore business and technology.

Have a business or technology question? Send it to ask@NCET.org and if selected, NCET's panel of business and technology experts will answer it in our monthly column.

How can I reduce my operational expenses without reducing workforce?

This is a very timely question, as there many business owners trying to figure out how to rein in monthly overhead expenses. Before moving to the extreme of eliminating your workforce, here are a few ideas that may help to quickly reduce your overhead expenses:

- 1. Merchant processing fees.* If you are taking credit cards as a form of payment, chances are you've felt nicked-and-dimed to death, not to mention confused by the statement. Instead of continuing to throw your hands up and concede, take the time to explore your options as not all merchant processors are created equal. With some due diligence, you could potentially save hundreds or even thousands a year in fees.
- 2. Postage and shipping fees.* These services can cost your business big, but for a nominal monthly fee, you can sign up for a subscription service like stamps.com or shipstation.com, which provides access to commercial rates saving you upwards of 25% on postage and shipping. The savings can add up if you are regularly shipping envelopes and packages.
- 3. Unused workspace.* With so many businesses moving to virtual environments, chances are you have an empty office or two in your building. Why not sublet that space? Many independent professionals desire a commercial location but cannot afford current market prices or don't want to sign a long-term lease. Create a win-win by subletting an office for a

fixed monthly rate. If you are obligated to a long-term lease and have space, why not get some help with the rent?

When it comes to reducing overhead expenses, don't be afraid to get creative. There are likely several little things lurking in your payables inbox you either don't need or can be combined with another service, or the terms can be negotiated. I have found most vendors are willing to work with you, especially if it means helping you stay in business and keeping you as their customer.

Lindsay Bradley is the founder of Guided Arrows (www.guidedarrows.com), a business consulting firm focused on helping businesses overcome the everyday challenges of business ownership. Bradley currently serves on the NCET Board of Directors as VP of email services for Biz Bite and Biz Café.

What should I look for in a home office when I buy a new house?

There are three factors to consider for a home office when buying a house.

- 1. Location.* A separate room is always the best choice. If you are buying a home with a separate office, then you are good to go. A bonus room or basement can also serve as an office. Look for a house with one extra room. If that is not possible, then evaluate the layout to find space somewhere in the house that could function as office space. You could split a bedroom between being a guest room and an office, or use furniture to set up a semi-private nook.
- 2. Atmosphere.* Consider how you work. Do you need space isolated from normal household noises for phone calls or online conferences? Negotiating a deal and having employee conversations require privacy. Without separated space, you need to figure out how you will conduct business. In assigning office space, you should consider your ability to concentrate and how easily you are distracted. How messy is your office? Messy might be OK in a private office, but maybe not out in the open. If you need office space for two, you may need to use the second-largest bedroom in the house for a dual office or two rooms for separate offices.
- 3. Technical.* The key technical considerations are mobile phone coverage and available bandwidth. Bad cell coverage can destroy the best office planning. Check the coverage when you are viewing homes for sale. Also, be sure the available internet service has adequate bandwidth and is reliable. If possible, you should be confident that your Wi-Fi signal in the office will be strong enough.

Jock Ochiltree is a Realtor at eXp Realty (www.jockochiltree.exprealty.com), a long-term veteran of high tech, and NCET's VP of Tech Wednesday.

NCET (www.NCET.org) is Northern Nevada's largest member-supported non-profit that produces educational and networking events to help people explore businesses and technology.

Millions of Americans Are Working from Home with Unreliable Cell Signal and Internet

April 2020 Report

Report Highlights

- **57.7% of the US workforce recently started working from home due to coronavirus**
 - Of those who are employed and didn't work from home already, 57.7% reported that they had recently begun working from home due to the COVID-19 pandemic.
- **Many newly remote employees enjoy working from home and wish it were permanent**
 - 60.4% of respondents who are newly working from home due to COVID-19 said they prefer working from home, and 48.9% of respondents wish that it was a permanent change.
- **Newly remote employees report they are getting less done**
 - 33.8% of respondents said they were getting less done while working from home. 25% said they were getting more done.
- **Over 10 million US employees working from home due to COVID-19 suffer from poor cell signal coverage and daily Internet connectivity issues at home**
 - In our survey, 15.5% of Americans said they had issues with Internet connectivity daily. 12.5% of respondents reported experiencing bad or very bad cell signal reception in their home.
- **50% of Americans are disinfecting their homes to help slow the spread of COVID-19**

What can we help you with today?



- › By contrast, 37.7% of respondents reported never or very rarely disinfecting their cell phones to prevent the spread of coronavirus.

About this Report

The United States now has more cases of COVID-19 than any other country in the world. The pandemic is having a huge impact on the daily lives of millions of Americans, forcing many to “shelter in place.”

This has resulted in the largest experiment with remote work that has ever occurred in US history. This has affected our business directly: we’ve seen a 200% increase in demand for cell signal boosters (<https://www.waveform.com/pages/cell-phone-signal-booster-guide>). We wanted to understand exactly what kinds of issues employees are experiencing with Internet connectivity now that they’re working remotely.

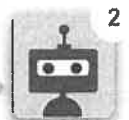
About Waveform:

Founded in 2007, Waveform is a leading online reseller of cell phone signal boosters, small cells, and a systems integrator of in-building active and passive distributed antenna systems. The company has worked with over 20,000 customers to improve cell service in buildings of all sizes.

Survey Methodology:

We commissioned an online survey of 1,065 American adults on March 30th by SurveyMonkey, using their gender and age-normalized panel to represent the wider American population. The survey was aimed at better understanding people’s experiences of Internet connectivity while working from home. The results reflect a nationally representative sample, with a confidence interval of 3% (except where a subset of respondents were included). More information about SurveyMonkey’s online survey methodology is available [here \(https://www.surveymonkey.com/mp/survey-methodology/\)](https://www.surveymonkey.com/mp/survey-methodology/).

What can we help you with today?



Part 1: Working from Home

We first wanted to establish what percentage of Americans have recently started working from home. We removed the cohort whose responses indicated that they either already worked from home, were unemployed, or retired, and found that 57.1% of respondents with a full-time, non-remote job recently started working from home due to the COVID-19 outbreak.

There are approximately 150 million people in the US workforce. Extrapolating the results of our survey out to the larger population, we can estimate that around 85 million people are now working from home due to Coronavirus.

Breaking down these results by age, we found that younger age groups were more likely to have recently started working from home due to the COVID-19 pandemic.

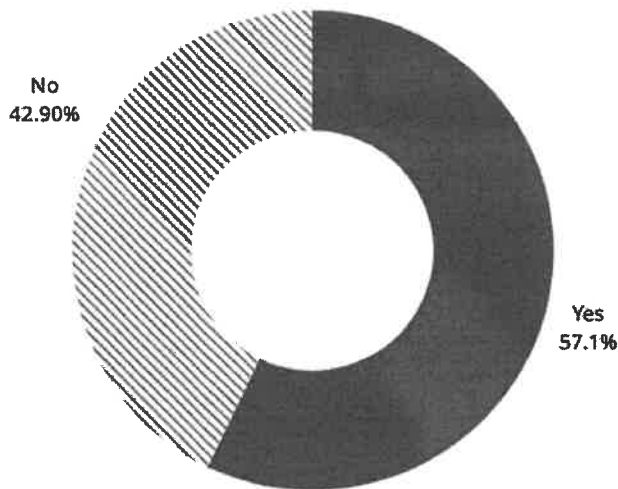
What can we help you with today?



2

1

"Have you recently started working from home because of Coronavirus?"

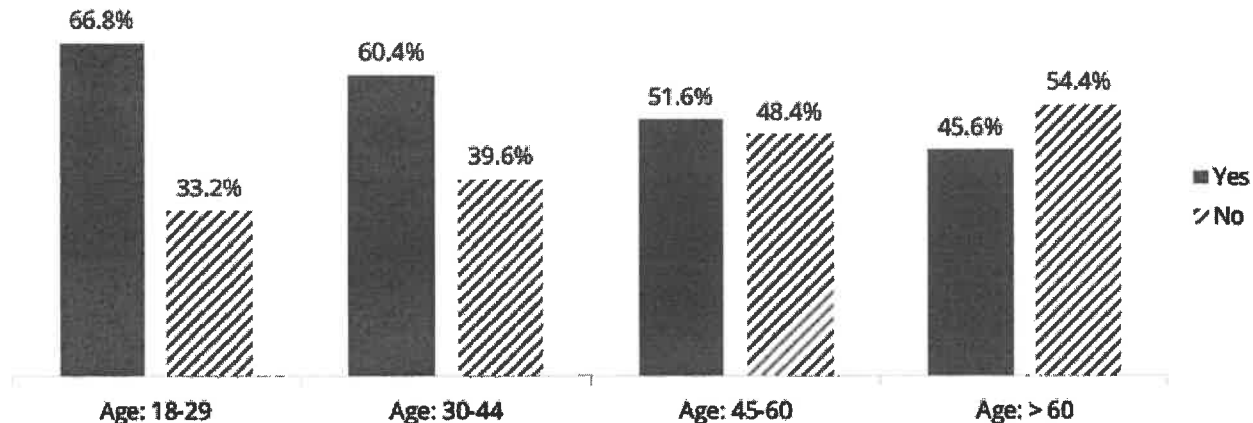


57.1%

of respondents with a full-time, non-remote job recently started working from home due to Coronavirus.

18-44 year olds

were the most likely to have recently started working from home (64.0%).



Only includes subset of respondents who said they were employed and didn't already work from home, n=764, ± 3% accuracy, survey conducted 03/30/20

We also wanted to know how Americans felt their productivity levels had changed as a result of working from home. Our results show that many people feel like they're getting less done now than when they went to their regular workplace.

What can we help you with today?



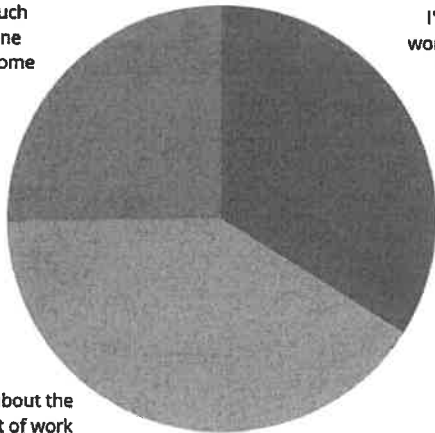
2

"Are you getting more work done working home?"

I am getting much more work done working from home
25.2%

I'm getting less work done working from home
33.9%

I am getting about the same amount of work done working from home
40.8%



33.9%

of those who recently started working from home said they are getting less done.

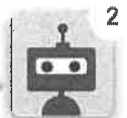
25.2%

of those who recently started working from home said they are getting more done.

Only includes subset of respondents who said they recently started working from home, n=436, ± 4% accuracy, survey conducted 03/30/20

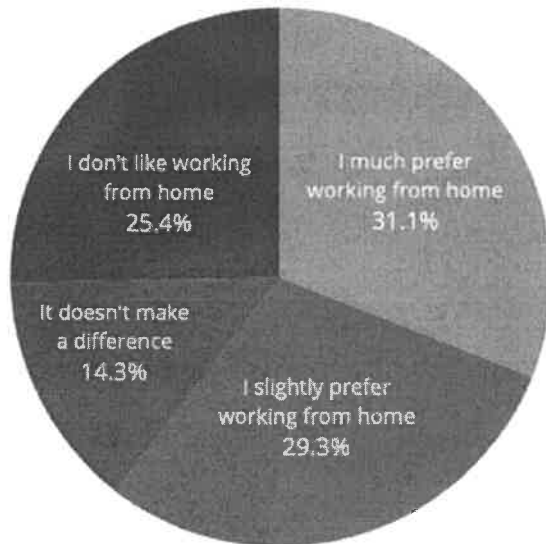
We were a little surprised to find that many are relishing the opportunity to work from home. A majority of respondents said that they prefer working from home, and a plurality said that they wish they could permanently work from home instead of their regular workplace.

What can we help you with today?



3

"How do you like working from home compared to your usual workplace?"

**60.4%**

of those who recently started working from home said they prefer it to working at their workplace.

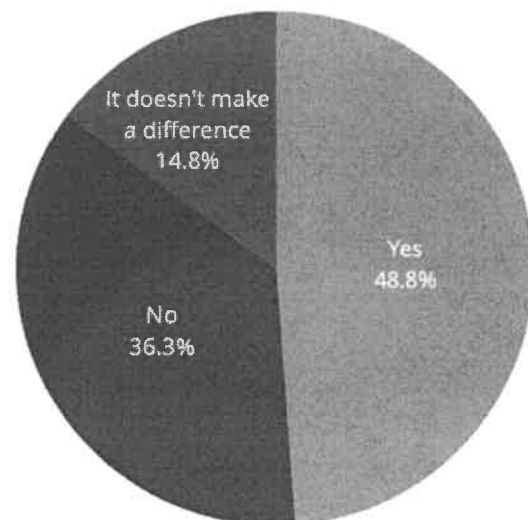
25.4%

of those who recently started working from home said don't like working from home.

"Do you wish you could permanently work from home?"

48.8%

of those who recently started working from home said they wish it was premanent.

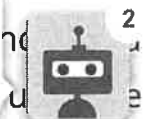


Only includes subset of respondents who said they recently started working from home, n=434, ± 4% accuracy, survey conducted 03/30/20

Part 2: Internet and Cell Service

Working from home means relying on internet and cell service. There's been a large uptick in the number of users purchasing service in the last two weeks, as a newly remote workforce struggles to stay connected from home.

What can we help you with today?

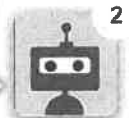


To dig into this, we asked consumers about their cell signal levels at home. 12.5% of respondents said they had “bad” or “very bad” signal at home. Those figures show no change from an identical question that was asked in our October 2018 report (<https://www.waveform.com/pages/consumer-perspectives-on-5g-october-2018>).

Comparing the data to our previous report, 11.0% fewer users reported having “very good signal” at home - a significant decline compared to the 2018 report. Overall, users are less satisfied with their cell signal at home compared to two years ago.

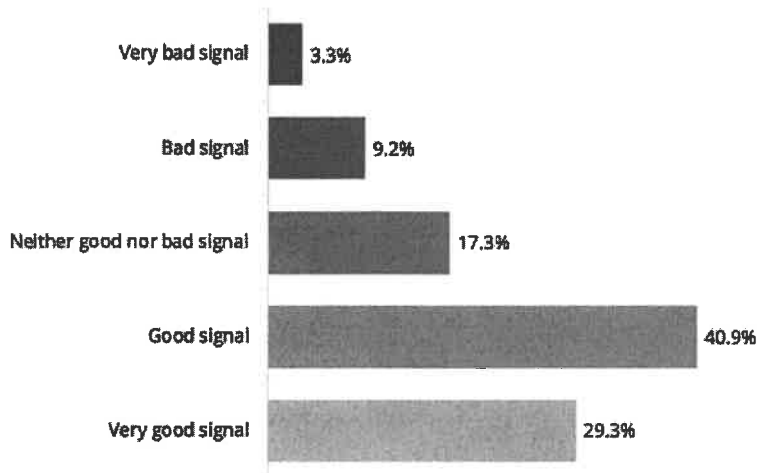
We can extrapolate this out to the larger population: of the ~85 million people working from home due to Coronavirus, **around 10.6 million have poor cell signal at home.**

What can we help you with today?



4

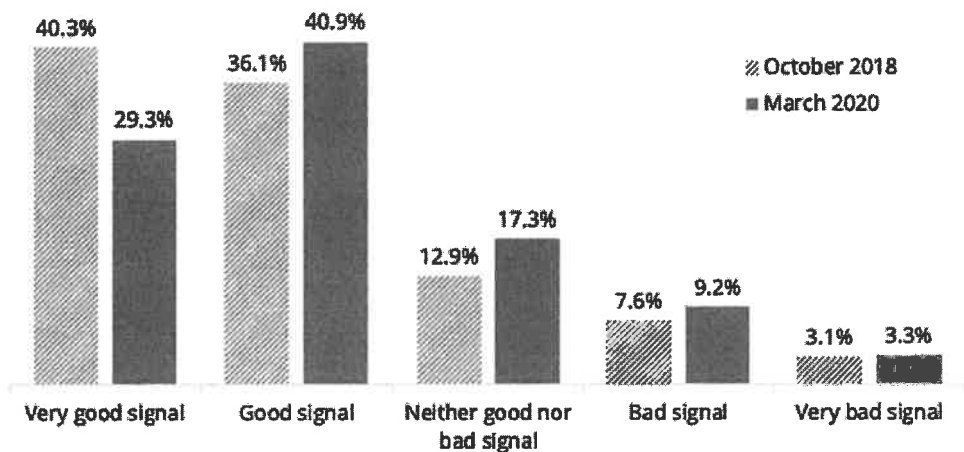
"How is the cell signal in your home?"



12.5%

of respondents had bad or very bad cell signal at home.

Comparison to 2018 Results:



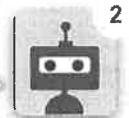
11%

fewer respondents reported having "very good signal."

n=1062, ± 3% accuracy, survey conducted 03/30/20

Over the past two weeks, we've noticed a pattern: many of the consumers reaching out to us aren't just looking for voice coverage. They're specifically looking to use LTE as an alternative or replacement to their home broadband.

What can we help you with today?

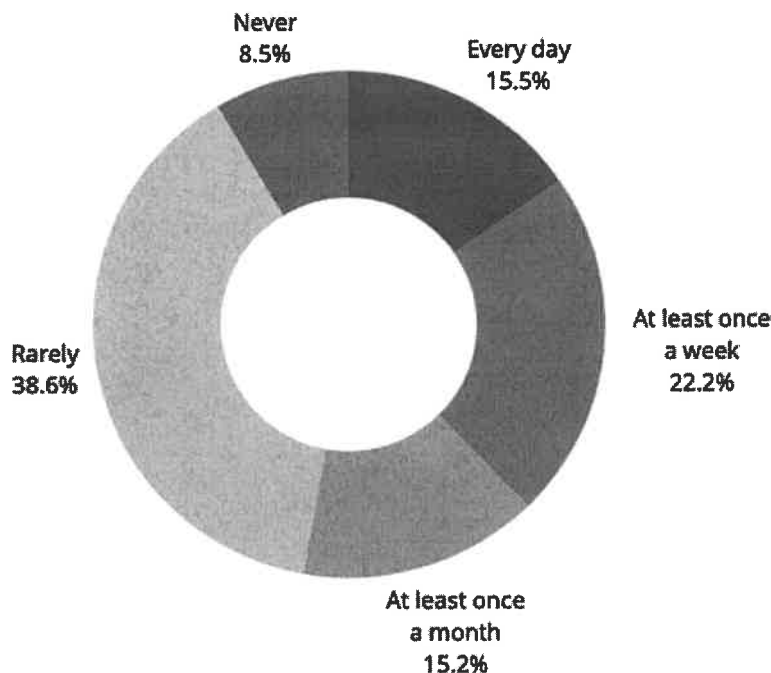


We wanted to find out exactly what percentage of users are experiencing issues with Internet connectivity while working from home. The results were surprising: 52.9% of respondents reported Internet connectivity issues at least once a month, while 15.5% of respondents experienced issues on a daily basis.

We can extrapolate this out to the larger population: of the ~85 million people working from home due to Coronavirus, around 13.2 million are experiencing daily Internet connectivity issues.

5

"How often do you have issues with Internet connectivity working from home?"

**52.9%**

of respondents had issues **at least once a month** with their Internet connectivity.

15.5%

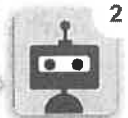
of respondents had **daily Internet connectivity issues** working from home.

n=1061, ± 3% accuracy, survey conducted 03/30/20

Part 3: Phones and Coronavirus

One last question was suggested by one of our users who was specifically concerned about friends and family.

What can we help you with today?

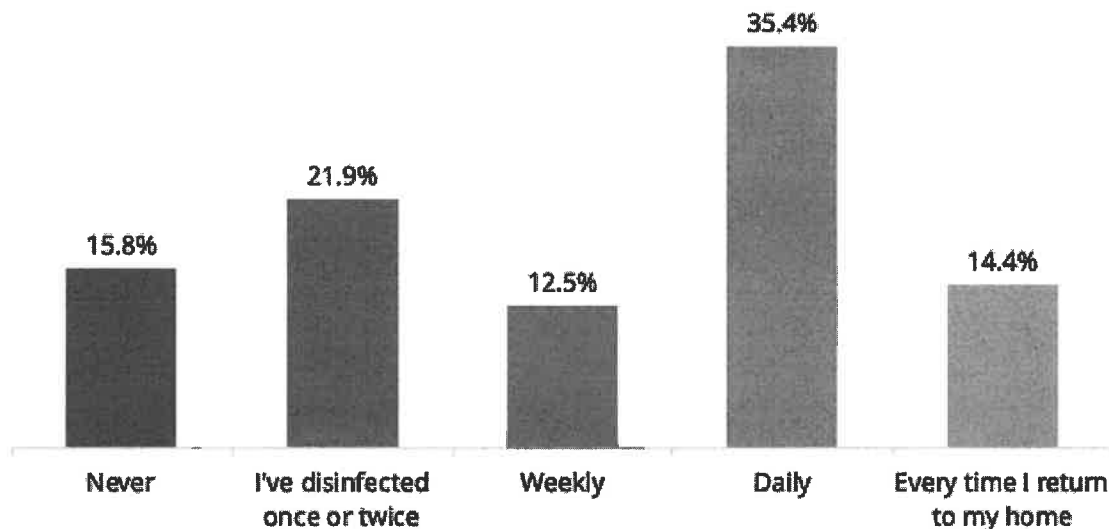


(<https://www.nytimes.com/2020/03/12/smarter-living/clean-your-phone.html>) after

leaving the house to visit grocery stores or other potentially compromised locations.

6

"How often are you disinfecting your cell phone to prevent the spread of Coronavirus?"

**37.7%**

of Americans never disinfect their phone or have only disinfected their phone once or twice in total.

49.8%

of Americans disinfect their cell phones daily or every time they returned home.

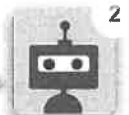
n=1064, ± 3% accuracy, survey conducted 03/30/20

We asked what percentage of people were disinfecting their phones, and found that 37.7% of Americans have at most disinfected their phones once or twice. 49.8% of Americans, however, are disinfecting their cell phones daily or every time they return home.

Further reading

Past Reports:

What can we help you with today?



- [T-Consumer's Views on 5G Rollout, LTE Coverage, and Cellular Radiation - October 2018 \(/pages/consumer-perspectives-on-5g-october-2018\)](/pages/consumer-perspectives-on-5g-october-2018)
- [T-Mobile-Sprint Merger: What Consumers Think - September 2018 \(/pages/t-mobile-sprint-merger-what-consumers-think-september-2018-report\)](/pages/t-mobile-sprint-merger-what-consumers-think-september-2018-report)



Guides

At Waveform, we pride ourselves on writing the most detailed, technical guides on everything related to improving cell signal. Here are just a few of our most popular articles:

- [Guide to Cell Phone Signal Boosters \(/pages/cell-phone-signal-booster-guide\)](/pages/cell-phone-signal-booster-guide)
- [11 Best Cell Phone Signal Boosters \(/pages/best-cell-phone-signal-boosters\)](/pages/best-cell-phone-signal-boosters)
- [Cellular Distributed Antenna Systems \(DAS\) \(/pages/das-distributed-antenna-systems\)](/pages/das-distributed-antenna-systems)
- [Locating Towers and Creating Cell Tower Maps \(/blogs/main/cell-tower-mapping\)](/blogs/main/cell-tower-mapping)
- [Best Verizon Signal Boosters \(/pages/verizon-signal-boosters\)](/pages/verizon-signal-boosters)
- [Best AT&T Signal Boosters \(/pages/att-signal-boosters\)](/pages/att-signal-boosters)
- [View All Guides ... \(/pages/signal-guide\)](/pages/signal-guide)



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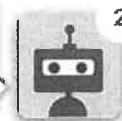
About us (</pages/about-us>)

Technical Support (</pages/lifetime-technical-support>)

Contact (</pages/contact-us>)

Returns (</pages/returns>)

What can we help you with today?



Installation (/pages/installation)

Cell Phone Signal Booster Guide (/pages/cell-phone-signal-booster-guide)

DAS - Distributed Antenna Systems (/pages/das-distributed-antenna-systems)

Public Safety DAS, BDAs and NFPA (/pages/public-safety-das-and-bdas-for-nfpa)

Small Cells: Femtocells, Microcell and Metrocells (/pages/femtocell-and-microcell)

Coming soon (/collections/coming-soon)

Discontinued products (/collections/discontinued)

Open Box Items (/collections/open-box-items)



(<https://www.bbb.org/us/ca/irvine/profile/audio-visual-equipment/waveformcom-1126-100062385#bbbonlineclick>)

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What can we help you with today?



As of July 2018, the United States has 5,748 primary and secondary PSAPs and 3,135 counties, which include parishes, independent cities, boroughs, and Census areas.

- 99.4% of PSAPs have some Phase I (/#phase1)
- 99.2% of PSAPs have some Phase II

(/#phaseII)

- 97.8% of Counties have some Phase I
- 97.3% of Counties have some Phase II

- 98.9% of Population have some Phase I
- 98.9% of Population have some Phase II

The term 'some' means that some or all wireless carriers have implemented either Phase I or Phase II service in the County or the PSAPs. In order for any carrier to provide service, the County or PSAP must be capable of receiving the service. In most cases, all carriers are implemented in a County or PSAP, but one or more may be in the process of completing the implementation.

9-1-1 Call Volume:

An estimated 240 million calls are made to 9-1-1 in the U.S. each year. In many areas, 80% or more are from wireless devices.

Basic 9-1-1:

Basic 9-1-1 means that when the three-digit number is dialed, a call taker/dispatcher in the local public safety answering point (PSAP), or 9-1-1 call center, answers the call. The emergency and its location are communicated by voice (or TTY) between the caller and the call taker.

Enhanced 9-1-1:

In areas serviced by enhanced 9-1-1, the call is selectively routed to the proper PSAP for the caller's location, and the PSAP has equipment and database information that display the caller's phone number and address to the call taker. 93% of counties with 9-1-1 coverage have enhanced 9-1-1 for callers. The term "enhanced 9-1-1" is not synonymous with wireless 9-1-1.

Wireless Phase I:

When Phase I has been implemented, the call taker automatically receives the wireless phone number. This is important in the event the wireless phone call is dropped, and may allow PSAP employees to work with the wireless company to identify the wireless subscriber. Phase I also delivers the location of the cell tower handling the call. The call is routed to a PSAP based on cell site/sector information.

Wireless Phase II:

Phase II allows call takers to receive both the caller's wireless phone number and their location information. The call is routed to a PSAP either based on cell site/sector information or on caller location information.

9-1-1 Calls through VoIP:

Business and residential use of Voice over Internet Protocol (VoIP) telecommunications services is growing at a rapid pace. Methods to bring 9-1-1 calls into E9-1-1 systems have recently become available, and NENA is leading work to develop full E9-1-1 capability for VoIP-based services.

Next Generation Trends:

Estimates are that nearly 29.7% of all U.S. households currently rely on wireless as their primary service as of June 2011 (having given up wireline service or chosen not to use it). (CTIA - Wireless Quick Facts - Dec 2011 (http://www.ctia.org/consumer_info/index.cfm/AID/10323))

While NENA makes every effort to ensure the accuracy of the information it provides, the Association makes no guarantee or warranty of the statistics and information provided herein. This survey represented 100% coverage of the U.S. and applies to the U.S. only.



Joseph C. D'Alto
Senior Real Estate and
Construction Manager

400 Hamilton Avenue
White Plains, NY 10601

T: (516) 702-9195
F: (914) 615-9483

December 22, 2020

Village of Mount Kisco Planning Board
104 Main Street
Mount Kisco, New York 10594

Attention: Honorable Chairman
and Members of the Planning Board

Re: Planning Board Application ("Application") by Homeland Towers ("Homeland") for the construction of a stealth monopole ("Monopole") to be located at the 180 South Bedford Road, Mt. Kisco, New York (the "Property")

Dear Honorable Chairman and Members of the Planning Board:

I would like to submit this letter in support of Homeland Application for a proposed one hundred forty foot (140') Monopole for which New Cingular Wireless PCS, LLC d/b/a AT&T Mobility ("AT&T") is looking to co-locate onto at One Hundred Twenty Seven Feet (127').

AT&T has a significant coverage need which has been identified by AT&T's Radio Frequency Engineers ("RF Engineer") in and around this area. AT&T's proposed communication facility as noted above would resolve the coverage gap that would allow for seamless coverage of the many telecommunication services provided by AT&T to its transient customers, but more importantly, AT&T's customers living within the area.

Further, AT&T has been tasked with building the First Net Network, which has been described as a critical infrastructure project that will give first responders the communications tools they need to keep America safe and secure. The ability to communicate seamlessly across jurisdictions is critical for law enforcement, fire, and emergency medical services (EMS) when securing large events or responding to emergencies and disasters. In those instances, networks can become overloaded and inaccessible, limiting responders' use of vital communication technologies, such as smartphones and applications dedicated to public safety services.

AT&T completely supports Homeland's application before this honorable board.

Sincerely,



Proud Sponsor of the U.S. Olympic Team



December 28, 2020

Hon. Chairman and Members of the Planning Board
Village of Mt Kisco
104 Main St
Mt Kisco, NY 10549

Re: Site visit to Northern Westchester Hospital, 400 E Main St, Mt Kisco, NY
regarding Homeland Towers, LLC and Verizon Wireless application
to locate a Wireless Telecommunications Facility at 180 S Bedford Rd, Mt Kisco, NY

Hon. Chairman and Members of the Planning Board:

In response to a request to in a memo dated December 3, 2020, from Village of Mount Kisco consultant Michael Musso of HDR, Homeland Towers and Verizon Wireless agreed to attend a site visit at Northern Westchester Hospital that was arranged by the Village on December 21, 2020. As you may recall, Verizon Wireless has already submitted a radio frequency engineering report demonstrating that a facility at the Hospital would not replace the need for the proposed facility at 180 South Bedford Road. The purpose of this memo is to provide a synopsis of the discussions and observations at this site visit.

The following persons were in attendance:

- Northern Westchester Hospital: Michael Caruso, Vice-President Facilities Administration and Christopher Shopinski, Director Facilities Management.
- Verizon Wireless: Robert Czarniawski, Real Estate NY Metro.
- Homeland Towers: Manuel Vicente, President and Klaus Wimmer, Regional Manager.
- Villager of Mt Kisco: Michael Musso, HDR and Edward Brancati, Village Manager.

Prior to visiting the rooftop, Hospital representatives stated that there is no coverage in the hospital and in an effort to improve coverage in an around the Hospital, discussions with Verizon Wireless were held in 2015 for an installation and lease on the rooftop and that the installation of an indoor DAS (Distributed Antenna System) were held. However, no agreement could be reached at the time.



HOMELAND TOWERS

The Hospital representatives in attendance as arranged by the Village, stated that they were in favor of an installation that would solve the existing communications issues, but they did not know if their parent company "Northwell Health" would entertain a lease for a wireless telecommunications facility installation on the roof.

Verizon Wireless representative Mr. Czarniawski confirmed that the Hospital could potentially present a siting opportunity for a wireless facility to cover in and around the Hospital, but that an installation on the Hospital roof could not replace the proposed installation at 180 South Bedford Road since a coverage gap to the east on Route 172 would still exist and would need to be remedied. He stated that the Hospital could possibly be used in addition to the proposed site and might be able to address capacity issues in the future.

Subsequently all parties in attendance visited the roof and observed that the line of sight to the east terminates at the hill at 180 South Bedford Road and that the hill presents a physical obstacle that a hypothetical roof installation would not be able to overcome. The RF Report by V-Comm Telecommunications Engineers contains coverage plots that demonstrates the proposed coverage from a hypothetical facility at the Hospital and the limitations created by this typographic obstacle.

In conclusion, the visit to the Hospital confirmed that it presents a good siting opportunity that Verizon may be able to use in the future, but in addition a site along Route 172 would still be needed. No one at the site visit disputed these conclusions.

Respectfully,

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC

cc: Zoning Board

Proposed Wireless Telecommunications Facility

Site Name: Mount Kisco (NY-172)
180 South Bedford Road
Village of Mount Kisco, NY 10594

VISUAL RESOURCE ASSESSMENT



HOMELAND TOWERS

Prepared for:
Homeland Towers
9 Harmony Street, 2nd Floor
Danbury, CT 06810

December 27, 2020

Homeland Towers seeks approval from the Village of Mount Kisco, NY to construct a wireless telecommunications facility (the "Facility") at 180 South Bedford Road, Mount Kisco, NY 10594 ("host property"). To address issues of potential visual impact, Saratoga Associates, Landscape Architects, Architects, Engineers, and Planners, P.C. was retained to conduct a Visual Resource Assessment ("VRA") of the proposed Project.

The study area for this VRA generally extends to a one-mile radius from the Facility (hereafter referred to as the "1-mile study area"). Because local vegetation substantially limits extended distance views detailed analysis of affected resources is largely focused on places within a 1/2-mile radius of the Facility.

PROJECT DESCRIPTION

The Facility will be located at 41° 11' 58.66" N, 73° 42' 48.55" W. ("Facility site"). The 25.0± acre host property is identified in Westchester County tax records as tax parcel 80.44-1-1. The existing ground elevation at the Facility site is approximately 421.5± feet above mean sea level (AMSL). The Facility is located approximately 180 feet south of South Bedford Road (NY Rte. 172) and approximately 500 feet west of Sarles Street.

The Facility involves the construction of a 140-foot-tall (top of pole) stealth monopine style telecommunications tower designed to support up to four antenna levels. Five-foot topping branches will be used to soften the visual appearance of the tower bringing the total height to approximately 145 feet above finished grade. The stealth monopine tower design will include a dense non-uniform branching pattern that will help to blend the structure with the visual characteristics of the surrounding landscape.

Associated ground equipment will be located within a 52 by 56-foot (2,912 square foot) lease area at the base of the tower. Contained within the lease area will be a 52 by 41-foot (3,132± square foot) fenced compound enclosing the stealth monopine tower. The ground level equipment will be approximately eight (8) feet tall. The compound fence will be six feet tall. Access to the Facility site will be from a new 100± foot long 12-foot-wide gravel access drive from an existing varying width unpaved driveway off of South Bedford Road. The fenced compound, parking area and access drive will be gravel surface.

The lease area is located on a 10% to 25% slope requiring site grading to level the compound area. The finished grade at the tower base will be at approximately elevation 426 feet AMSL. Approximately 50 existing trees will be removed to accommodate the proposed facilities and associated earthwork.

Seven evergreen trees will be planted along the access drive to minimize visibility of ground level equipment from an adjacent residential property.

LANDSCAPE SETTING

The Facility is located in the Village of Mount Kisco, NY (2019 estimated population 10,795¹). The 25.0+ acre host property is zoned CD- Conservation Development District as defined by the Mount Kisco Village Code.

The host property is generally bordered to the north by South Bedford Road, to the east by Sarles Street and to the south and west by the 156± acre Marsh Sanctuary. A 1.9± acre residential property (2 Sarles Street) borders the host property to the northeast.

Site Landscape Character - The host property is undeveloped and substantially wooded with a mix of mature deciduous and evergreen species. The property is characterized by a notable hill rising to a highpoint (530± feet AMSL) in the central portion of the parcel. This high point is approximately 120 feet above the elevation of South Bedford Road and 95 feet higher than the base elevation of the proposed Facility. Existing woodland vegetation and topography within the host property will provide a substantial buffer visual between the Facility and off-site vantage points.

An application by Sunrise Community Solar, LLC for construction of a 3.6± acre ground mounted solar energy project on the host property is currently under review by the Village of Mount Kisco Planning Board. Although unrelated to the Homeland Towers wireless communications Facility, this VRA takes into account the potential cumulative visual impact of both projects.

An application by Sunrise Community Solar, LLC for construction of a 3.6± acre ground mounted solar energy project on the host property is currently under review by the Village of Mount Kisco Planning Board. Although unrelated to the Homeland Towers wireless communications Facility, this VRA takes into account the potential cumulative visual impact of both projects.

Local Landscape Character - The local land use within the 1-mile study area is a mix of urban, suburban and open space land uses. Table 1 summarizes local land cover.

Table 1- Land Cover (1-mile study area)

Type	Coverage (acres)	Percent Coverage
Woodland	1,078	54%
Developed	790	39%
Agriculture	107	5%
Open Water	24	1%
Scrub/Barren	12	<1%
Total	2,010	100%

¹<https://www.census.gov/quickfacts/mountkiscovillagenewyork>

The nearest residential structure is approximately 288 feet west of the Facility (Marsh Sanctuary caretaker's cottage). The Marsh Sanctuary property line in this area is approximately 143 feet west of the proposed tower center. The primary residential structure at 2 Sarles Street is approximately 388 feet east of the Facility. The property boundary for 2 Sarles Street is approximately 109 feet east of the proposed tower center.

The local topography is characterized by a hilly and often steeply sloped landscape. The topographic high point is a hilltop (elevation 782± feet AMSL) located near Charles Road in the Town of Bedford approximately one mile east of the Facility. The topographic low point (elevation 275± feet AMSL) is along the Chappaqua Brook approximately one mile west of the Facility. Notable waterbodies include Howlands Lake (28 acres) approximately ½ mile southeast of the Facility.

VIEWSHED ANALYSIS

Viewshed mapping identifies the geographic area within which there is a relatively high probability that some portion of the Facility could be visible.

One viewshed overlay was prepared defining the area within which there would be no visibility of the Facility due to the screening effect of intervening topography. This "bare earth" condition identifies the maximum potential geographic area within which further investigation is appropriate. A second viewshed overlay was prepared illustrating the screening effect of existing mature vegetation and buildings. The more realistic "land cover" condition identifies the geographic area where one would expect to be substantially screened by intervening forest vegetation.

Global Mapper 20.0 GIS software was used to generate viewshed areas based on publicly available topographic and land cover datasets. Topographic data was derived from 2-meter resolution digital elevation models (DEM) acquired from the New York State GIS Clearinghouse.² Using Global Mapper's viewshed analysis tool, the proposed Facility location and height were input and a conservative offset of six feet was applied to account for the observer's eye level. The resulting viewshed identifies grid cells with a theoretical line-of-sight to the Facility high point (145 feet above finished grade).

Existing forest vegetation was manually digitized from ½-foot resolution digital ortho-photographs (2016) acquired from NYS Orthos On-line.³ Building footprints were acquired from the Westchester County GIS Data Warehouse⁴.

² <https://orthos.dhSES.ny.gov/>

³ <https://orthos.dhSES.ny.gov/>

⁴ <https://giswww.westchestergov.com/wcgis/BaseMap.htm>

The screening effect of vegetation and built structures was incorporated by conservatively allocating 60 feet in vertical height to forest areas and 25 feet to building footprints. Forested areas and building footprints were removed from the viewshed result to account for affected areas located within structures or densely wooded cover.

Based on field observation, most trees in forested portions of the study area are taller than 60 feet. This height therefore represents a conservative estimate of the effectiveness of vegetative screening. It is important to note that digitized vegetation is based on interpretation of forest and well landscaped areas that are clearly distinguishable in the source aerial photography. As such, the potential screening value of site-specific vegetative cover such as street trees and residential landscaping, small hedgerows and other areas of non-forest tree cover may not be fully represented in the viewshed analysis.

It is noteworthy that untrained reviewers often misinterpret “bare earth” condition viewshed maps to represent wintertime, or leafless condition visibility. In fact, deciduous woodland provides a substantial visual barrier in all seasons. Since the digitized forest cover overlay generally identifies only larger stands of woodland vegetation that are clearly distinguishable from aerial photography, the land cover viewshed map is substantially representative of both leaf-on and leaf-off seasons. Most importantly, the bare earth condition map is provided only to assist experienced visual analysts identify the maximum potential geographic area within which further investigation is appropriate. Such bare earth viewshed maps are generally not appropriate for public interpretation and do not represent visibility in leafless conditions.

By themselves, the viewshed maps do not determine how much of the proposed Facility would be visible above intervening landform or vegetation (e.g., 100%, 50%, 10% etc. of total tower height), but rather the geographic area within which some portion of the Facility would theoretically be visible. Their primary purpose is to provide a general understanding of a Facility’s potential visibility and identify areas to be visited during field reconnaissance.

Figure A1 and A2 identify areas of potential project visibility at a macro scale within the 1-mile study area. Figures A3 and A4 provide a more localized assessment potential visibility within ½ mile of the facility. Figure A1 through A4 are provided in Appendix A.

Of the 2,010 acres within the 1-mile study area, a view of the proposed wireless telecommunications tower is theoretically possible from approximately 18 acres (<1%). Of the 502 acres within ½-mile of the Facility, a view of the proposed tower is possible from approximately 2 acres (<0.5%).

STUDY AREA RECONNAISSANCE

A balloon visibility test was conducted to allow the general public and local decision-makers an opportunity to observe the location and potential visibility of the Project. The methodology for

the balloon test was developed in consultation with Village of Mount Kisco Planning Board and its consultant HDR. This methodology was memorialized in a letter from Saratoga Associates to the Planning Board dated November 3, 2020.

The balloon test was publicly advertised to take place on Saturday November 14 or in the event of inclement or windy weather each consecutive day thereafter until completed. After several weather-related postponements the test was successfully completed on Saturday November 21, 2020. The weather on November 21, 2020 was sunny with near calm winds and clear visibility.

One 5-foot± diameter red balloon was raised to an elevation of approximately 150.5 feet above existing grade (as measured to the top the balloon). This height is based on the proposed tower (145 feet to the top of the monopine branches) plus an additional 4.5 feet to account for the proposed grade change within the compound area. The location of the balloon was approximately 8 feet to the southeast of the proposed tower center. The 8-foot horizontal offset was necessary to avoid an existing tree near the tower center point.

At the request of the Village of Mount Kisco Planning Board a second 4-foot± diameter red balloon was affixed to the same tether 15 feet below the top balloon as a height reference point. The application currently before the Planning Board is a for 145-foot tall (top of branching) stealth monopine tower only.

The balloon was raised at 8:00am and remained aloft until 12:00pm. Wind was calm throughout the day and the balloon remained stable at or near the intended altitude for the duration of the test.

Village Planning Board consultant HDR was on site to witness the balloon launch and independently verify the location and height of the balloon.

The balloon test was conducted during winter leaf-off season to represent the worst-case (i.e., most exposed) visual condition. Project visibility will be substantially less during summer leaf-on season.

While the balloon was in the air a visual analyst drove public roads to inventory those areas where viewshed mapping identified potential Facility visibility. Photographs were taken from sensitive visual resources that were identified and mapped in advance of the field visit in consultation with the Planning Board and its consultant HDR. All locations recommended by the Planning Board and its consultant HDR were photographed. Photographs were also taken from other places where balloon visibility was found as well as from locations where the balloon was not visible to balance the photo record and document visual conditions representative of less affected areas.

Photographs were taken using a high resolution digital single lens reflex (“DSLR”) camera with fixed 50mm (“normal”) lens to minimize optical distortion and best represent human eyesight. The precise coordinates of each photo location were recorded in the field using a handheld global positioning system (GPS) unit. Prior to field reconnaissance, the coordinates of the proposed telecommunications tower were programmed into a handheld GPS unit as a “waypoint.” The “waypoint indicator” function of the GPS (arrow pointing along a calculated bearing) was used to assist the visual analyst in determining the direction of the tower site from each photo location in cases where the balloon was not visible through or above intervening vegetation.

VISUAL RESOURCES

Scenic Resources of Statewide Significance - To avoid subjectivity in assessing potential visual impact, the New York State Department of Environmental Conservation’s (“NYSDEC”) Program Policy on Assessing and Mitigating Visual Impact (DEP-00-02 [revised 12/13/2019]) (“DEC Visual Policy”) provides guidance in the determination of visual significance under the State Environmental Quality Review Act (SEQRA). Aesthetic impact is defined by the DEC Visual Policy as follows:

“Aesthetic impact occurs when there is a detrimental effect on the perceived beauty of a place or structure. Mere visibility of a project should not be a threshold for decision making. Instead a project, by virtue of its visibility, must clearly interfere with or reduce the public’s enjoyment or appreciation of the appearance of a significant place or structure.”⁵

The DEC Visual Policy defines an “aesthetically significant place” as a place formally designated and visited because of its beauty.⁶ Aesthetically significant places are established by federal or state government pursuant to statutory authority, are a matter of public record and are not arbitrarily or subjectively determined. The DEC Visual Policy contains specific criteria defining places considered to be aesthetic resources of statewide significance. These places are high value sites including state parks, scenic roads, wild, scenic and recreational rivers, state forests, wildlife management areas, scenic areas of statewide significance, Heritage Areas, National Natural Landmarks, state or federally designated trails, properties or districts listed or eligible for listing on the National Register of Historic Places, among others.

The DEC Policy also does not apply to potentially affected places that are not open to the general public. The DEC Visual Policy states:

⁵ DEC Visual Policy, p.15. (https://www.dec.ny.gov/docs/permits_ej_operations_pdf/visualpolicydep002.pdf)

⁶ DEC Visual Policy, p.15.

“The Visual Policy is intended to address places or locations that have been officially designated for their aesthetic qualities and that are accessible to the public at large as opposed to places that may have individual or private importance only.”⁷

Places within the 1-mile study area meeting the DEC Visual Policy definition of Scenic Resource of Statewide Significance include the following:

- National Register of Historic Places – Four sites listed on the National Register of Historic Places are found within the 1-mile study area. These include St. Mark's Episcopal Church, Mount Kisco Municipal Complex, United Methodist Church and Parsonage, and St. Mark's Cemetery. Based on viewshed analysis and field confirmation during the November 21, 2020 balloon visibility test the Facility will not be visible from any of these cultural resources.
- National Register-eligible sites – One site identified as eligible for listing on the National Register of Historic Places, the Mount Kisco Elementary School, is found within the 1-mile study area. The Facility will not be visible from this resource.

The location of these scenic resources of statewide significance is indicated on Figures A1, A2, A3 and A4 in Appendix A.

Aesthetic Resources of Local Importance - Aesthetic resources of local importance are publicly accessible places generally recognized and enjoyed by community residents and visitors for their unique aesthetic value. Aesthetic resources of local importance are established by local government pursuant to statutory authority and are not arbitrarily or subjectively determined. Such places are most commonly municipal parks, trails, bikeways, and may also include not-for-profit conservation lands and open space preserves.

Places within the 1-mile study area meeting this criterion include the following.

- Leonard Park – The Village of Mount Kisco's 116-acre Leonard Park is located on Wallace Drive off of NY Rte. 172. The park includes multiple ball fields, lighted tennis, pickleball, basketball, volleyball, swimming pool, disc golf, walking trails and Japanese style “tea house” overlooking a small pond. Based on viewshed analysis and field confirmation conducted during the November 21, 2020 balloon visibility test the Facility will be visible low on the horizon above the intervening tree line from portions of Leonard Park in the vicinity of the ball fields and the pond adjacent to the tea house at a distance of more than ½ mile. The Facility will be substantially or fully screened from undeveloped areas of the park by existing mature woodland vegetation (refer to Figures C-8(A-D) and C-9(A-D)).

⁷ DEC Visual Policy, p.4.

- Marsh Sanctuary - The 156-acre Marsh Sanctuary nature preserve is located adjacent to the host property. Several hiking trails are maintained on the property and connect to trails in Leonard Park and other local preserves.

The sanctuary consists of two parts. The main portion of the Marsh Sanctuary is located off Sarles Street to the south of the Facility. The Field parking area, duck pond and trails are more than 1,700 feet from the Facility. Viewshed analysis and field observation during the November 21, 2020 balloon visibility confirm the Facility will be fully screened by existing topography and intervening woodland vegetation from the southern portion of the Marsh Sanctuary (refer to Figures C-1(A-B)).

The Brookside area, located off of Route 172 is immediately west of the Facility. The Brookside parking area, amphitheater and caretakers' home are within 300 feet of the tower center. The Facility will be seasonally visible through intervening mature deciduous and evergreen woodland from this area (refer to Figures C-2(A-D)).

- Guard Hill/Park Preserve – An 18-acre open space identified in the Town of Bedford Comprehensive plan as Guard Hill Park is located off of West Patent Road approximately 3,100 feet northeast of the Facility. The park appears to be currently undeveloped but is part of the Town of Bedford's Greenbelt Plan which recommends future trail connections of nature sanctuaries, parks, schools and hamlets. Guard Hill Park is heavily wooded with minimal opportunity for distant views.
- Butler Sanctuary – The northernmost portion of the 365-acre Arthur W. Butler Memorial Sanctuary is located within the 1-mile study area. The preserve is open to the public and includes several miles of public trails. The Facility will not be visible from this resource.
- County Trail System - Westchester County GIS identifies a portion of NYS Rte. 117 and Lexington Avenue within the Village of Mount Kisco as a proposed road corridor bike route. The Facility will not be visible from any portion of this proposed this recreational resource.

Other Areas of Local Interest - While not rising to the threshold of statewide significance or local importance, other places of local interest have been included in this visual assessment to represent potential Facility views from roadways and residential neighborhoods. These places are addressed in this VRA to consider potential Facility views that that may be of interest to local community in general.

- Residential Areas - Within ½ mile of the Facility residential development is largely clustered in planned single-family residential neighborhoods or road frontage properties. Residential properties are often well landscaped with mature deciduous and evergreen trees and understory vegetation which limit views to the immediate foreground. From most

residential properties, views of the Facility will be substantially of fully screened by intervening dense mature vegetation – even during winter leaf-off-season.

Nearby residential areas include:

- Mount Kisco Chase (Village of Mount Kisco) - Approximately 80 single family residential properties are located within the Mount Kisco Chase residential neighborhood including homes on Stratford Drive, Brentwood Court, Austin Drive, Rolling Ridge Court, Carlton Drive, Ascot Circle and Cold Spring Court. Residential lots range from approximately ½ to 2 acres in size. Based on viewshed analysis and field confirmation during the November 21 the Facility will not be visible from any ground level vantage point within the Mount Kisco Chase neighborhood (refer to Figures C-10(A-B)).
- Sarles Street area – Approximately 20 single family residential properties are located within the ½ mile study area to the east of the Facility. This includes residences on Sarles Street, Linden Lane and Deer Knoll. This area is generally well wooded with views substantially limited to the immediate foreground. Views from most of this area will be substantially or completely screened by landform and intervening vegetation.

During the November 21, 2020 balloon visibility test Facility views were identified from two properties in this area.

- 2 Sarles Street (Village of Mouth Kisco) – 2 Sarles Street is directly adjacent to the host property. The property boundary is approximately 74 feet east of the proposed tower center and the primary residential structure is approximately 388 feet east of the Facility. This parcel is partially wooded with mature deciduous and evergreen trees with moderate canopy closure and sparse understory vegetation.

During the November 21, 2020 balloon test representatives of Homeland Towers and Saratoga Associates walked this parcel with the property owner and took photographs of the balloon from places identified by the owner. All locations requested by the owner were photographed.

The balloon was visible from locations on the property. In all cases where the balloon was visible, views was filtered through existing tree stems and branches, or through small gaps between existing trees. Such views will be substantially reduced during summer leaf-on season. In no case was the balloon visible above the tree line (refer to Figures C-11(A-D) and C-12(A-D)).

- 22 Sarles Street (Town of Bedford) - This property is on the east side of Sarles Street directly opposite the host property. The primary residential structure is

approximately 900 feet east of the tower center. The property is substantially wooded with mature deciduous vegetation.

During the balloon test a representative of Homeland Towers walked the property with the owner. The balloon was not visible from ground level vantage points in the immediate vicinity of the residential structure. A filtered view of the balloon through existing deciduous tree stems and branches was found in the vicinity of a tennis court at the north end of the property. This view will be substantially or completely screened during summer leaf-on season.

- Penwood Road neighborhood (Town of Bedford). The Penwood Road residential area is a gated neighborhood of approximately 37 single family homes along Penwood Road, John Cross Road, Brady Road and Tucker Road. Lots range in size from approximately 2.5 to 14 acres. The local landscape is a mix of dense mature deciduous woodland and well landscaped yards that minimize views to and from adjacent properties.

The nearest residential structure (35 Tucker Road) is approximately 850 feet northwest of the tower center. Viewshed analysis indicates that views from most properties will be substantially or fully screened by intervening topography or vegetation. Filtered views through existing deciduous stems and branches are possible from properties nearest the Facility during winter leaf-off season. Such visibility will be substantially or completely screened during summer leaf-on season.

- Roadways – Roadways within ½ mile of the Facility are typically enclosed within dense roadside vegetation significantly limiting views to the immediate road corridor. **Of the 6.3 miles of public roads within ½ mile of the Facility, direct project views above intervening vegetation were found only along an approximately 650-foot-long segment of NY Rte. 172 between Wallace Road and Woodcrest Lane. This view would affect eastbound motorists travelling at the posted 30 mph speed limit for approximately 15 seconds. Westbound motorists would be unaffected as the Facility would be in the rear view of the vehicle. The Facility will be similarly visible to pedestrians on the public sidewalk in this area (refer to Figure C-7(A-C).**

Based on field observation during the November 21, 2020 balloon test intermittent filtered views of the Facility through existing deciduous trees existing will occur along an approximately 2,500-foot-long segment of NY Rte. 172 between Woodcrest Lane and Sarles Street. Intermittent filtered views may occur for pedestrians on the public sidewalk between Woodcrest Lane and Stratford Drive. There is no public sidewalk on NY Rte. 172 east of Stratford Drive to Sarles street. These views will be substantially or completely screened during summer leaf-on season (refer to Figures C-2(A-D), C-5(A-D) and C-6(A-C).

Moreover, given the complex visual stimuli encountered by motorists travelling in a moving vehicle, even if the Facility is visible it is probable viewer recognition of the Facility would be limited to a fraction of the total available viewing time. As the tendency of motorists is to focus down the road peripheral views of the Facility may go largely unnoticed by most travelers.

Photographs taken during field reconnaissance are provided as in Appendix B. Photographs were taken from the following places:

Map ID/ Picture # (Appendix B)	Location Description	Direction to Tower	Distance to Tower (feet)	Theoretical View Indicated by Land Cover Viewshed - (See Fig. A2 & A4)	Balloon Visible*	Photo/ Simulation Provided as:
VP1	Marsh Sanctuary - Field Parking Area	NNW	1,670	No	No	Figure C-7(A- C)
VP2	Marsh Sanctuary - Purple Trail	NNW	2,510	No	No	
VP3	Marsh Sanctuary - Purple Trail at highpoint	N	2,980	No	No	
VP4	Marsh Sanctuary - Blue Trail	N	2,510	No	No	
VP5	Marsh Sanctuary - Brookside Parking Area	ESE	240	No	Seasonal**	Figure C-2(A- D)
VP6	Brookside Amphitheater	ESE	350	No	Seasonal**	
VP7	Marsh Sanctuary - Trail to Brookside Amphitheater	ESE	240	No	Seasonal**	
VP8	Rte 172 at Sarles St	SW	580	No	Seasonal**	Figure C-3 (A-B)
VP9	Sarles Street south of Rte 172	WSW	540	No	Seasonal**	
VP10	Sarles Street at Linden La	NW	1,200	No	No	
VP11	Sarles Street at Marsh Sanctuary	NNW	2,650	No	No	
VP12	Rochambeau Farm	SW	4,280	No	No	
VP13	Ripawan Cisca School	SW	1,710	No	Seasonal**	Figure C-4 (A-B)
VP14	Rte 172 at West Patent Rd	WSW	1,570	No	Seasonal**	
VP15	Rte 172 at Marsh Sanctuary Caretaker Cottage	E	420	No	Seasonal**	Figure C-5 (A-D)
VP16	Rte 172 at McLain St/Stratford Dr (entrance to Mount Kisco Chase)	ENE	980	No	Seasonal**	Figure C-6 (A-B)
VP17	VP17 - Rte 172 west of McLain Str	ENE	1,320	No	Seasonal**	
VP18	Mount Kisco Corporate Center	NE	1,850	No	No	
VP19	Rte 172 at Wallace Dr/Leonard Park Entrance	ENE	2,390	Yes	Yes	Figure C-7 (A-C)
VP20	Rte 172 west of Wallace Dr	ENE	2,590	No	No	
VP21	Leonard Park near ball fields	NE	4,040	Yes	No	
VP22	Leonard Park near ball fields	NE	3,890	Yes	Yes	Figure C-8 (A-C)
VP23	Leonard Park near Tea House	NE	2,780	Yes	Yes	Figure C-9 (A-E)
VP24	Mount Kisco Chase - Brentwood Ct at cul-de-sac	N	1,490	No	No	
VP25	Mount Kisco Chase - Rolling Ridge Ct at Austin Dr	N	2,260	No	No	Figure C-10 (A-C)
VP26	Mount Kisco Chase - Rolling Ridge Ct at cul-de-sac	N	2,150	No	No	
VP27	Mount Kisco Chase - Rolling Ridge Ct near #4	N	2,690	No	No	
VP28	Mount Kisco Chase - Carlton Dr near #9	NNE	2,580	No	No	
VP29	Mount Kisco Chase - Carlton Dr near #17	NNE	2,870	No	No	
VP30	Mount Kisco Chase - Ascot Cir at cul-de-sac	NNE	3,110	No	No	
VP31	Mount Kisco Chase - Cold Spring Rd near Carlton Ct	NNE	3,380	No	No	
VP32	Mount Kisco Chase - Carlton Dr near # 30	N	3,688	No	No	
VP33	St. Mark's Cemetery Ntnl Register Site	ENE	3,815	No	No	
VP34	Mount Kisco Municipal Complex Ntnl Register Site	E	3,340	No	No	
VP35	Oakwood Cemetery	ENE	6,130	No	No	
VP36	Saw Mill Parkway (representative worst-case view from location adjacent to parkway)	SW	6,200	No	No	
VP37	Mount Kisco Municipal Complex Ntnl Register Site	SSE	4,550	No	No	
VP38	St. Mark's Episcopal Church Ntnl Register Site	SSE	4,550	No	No	
VP39	2 Sarles Street	W	320	No	Yes	Figure C-11 (A-D)
VP40	2 Sarles Street	W	490	No	Seasonal**	Figure C-12 (A-D)

Map ID/ Picture # (Appendix B)	Location Description	Direction to Tower	Distance to Tower (feet)	Theoretical View Indicated by Land Cover Viewshed - (See Fig. A2 & A4)	Balloon Visible*	Photo/ Simulation Provided as:
VP41	2 Sarles Street	SW	320	Yes	Seasonal**	
VP42	2 Sarles Street	WSW	320	No	Seasonal**	
Terminology						
* "Tower Likely Visible" is based on field observation conducted during the November 21, 2020 balloon test (refer to Photo Log in Appendix B) and differs from "Theoretical View Indicated by Land Cover Viewshed" due to the use of a highly conservative estimate of tree height in viewshed calculation (60 feet). In most cases mature woodland vegetation is significantly taller resulting in reduced project visibility.						
** "Seasonal" visibility indicates photo locations where the Facility is likely to be visible through intervening deciduous vegetation during winter leaf-off season. Such views will likely be fully screened during summer leaf-on season.						

PHOTO SIMULATIONS

To illustrate how the Facility will appear photo simulations were prepared from 12 photo locations. Simulated photo locations were selected in consultation with Planning Board and its consultant HDR.

Photo simulations were developed by superimposing a rendering of a three-dimensional computer model of the proposed Facility into the base photograph taken from each corresponding visual receptor. The three-dimensional computer model was developed using *3D Studio Max Design*® software (3D Studio Max).

Simulated perspectives (camera views) were matched to the corresponding base photograph for each simulated view by replicating the precise coordinates of the field camera position (as recorded by handheld GPS) and the focal length of the camera lens used (e.g., 50mm). Precisely matching these parameters assures scale accuracy between the base photograph and the subsequent simulated view. The camera's elevation (Z) value is derived from digital elevation model (DEM) data plus the camera's height above ground level. The camera's target position was set to match the bearing of the corresponding existing condition photograph as recorded in the field. With the existing conditions photograph displayed as a "viewport background," and the viewport properties set to match the photograph's pixel dimensions, minor camera adjustments were made (horizontal and vertical positioning, and camera roll) to align the horizon in the background photograph with the corresponding features of the 3D model.

To verify the camera alignment, elements visible within the photograph (e.g., balloon, existing buildings, utility poles, topography, etc.) were identified and digitized from digital orthophotos as needed. Each element was assigned a Z value based on DEM data and then imported to 3D Studio Max. A 3D terrain model was also created (using DEM data) to replicate the existing local topography. The digitized elements were then aligned with corresponding elements in the photograph by adjusting the camera target. If necessary, slight camera adjustments were made for accurate alignment.

A daylight system was created matching the exact date and time of each baseline photograph to assure proper shading and shadowing of modeled elements.

Once the camera alignment was verified, a to-scale 3D model of the proposed 145-foot-tall (top of branches) stealth monopine style telecommunications tower was merged into the model space. The 3D model of Facility was constructed in sufficient detail to accurately convey visual character and reveal impacts. The scale, alignment, elevations and location of the visible elements of the proposed tower are true to the conceptual design. Post production editing (i.e., airbrush out portion of tower that falls below or behind foreground topography and vegetation) was completed using Adobe Photoshop software. The methodology accurately represents the location, height and visual character of the proposed tower.

The project includes removal of approximately 50 trees. To account for tree removal in the photo simulations three-dimensional elements representing individual trees within and adjacent to the limit of disturbance were included in the 3D model based on tree locations shown on Figure SP-3 "Partial Site Plan" dated August 13, 2020. Using these modeled elements as a visual guide, tree to be removed were airbrushed out existing photographs using Adobe Photoshop software. In cases where individual trees visible in the photograph could not be definitively identified as a tree to remain they were digitally removed from the photograph so as to conservatively err on the side of overexposing project visibility.

Photo simulations are provided in Appendix C.

ALTERNATIVE ANALYSIS

Village of Mount Kisco Planning Board consultant HDR requested the applicant provide photo simulations illustrating the visual character of the following alternatives:

- Alternate Height - 135-foot-tall (top of branching) stealth monopine style tower. Photo simulations of this alternative are provided in Figures C-5C, C-6C, C-7C, C-8C, C-9C, C-11C and C-12C in Appendix C.
- Alternate Tower Type (Brown Color) - 140-foot-tall steel monopole style structure painted brown to minimize visual contrast. Photo simulations of this alternative are provided in Figures C-5D, C-6D, C-7D, C-8D, C-9D, C-11D and C-12D in Appendix C.

Photo simulations demonstrate that there is little visual difference between the proposed 145 ft (top of branching) stealth monopine and the alternative 135 ft (top of branching) stealth monopine alternative.

Photo simulations demonstrate that the alternative 140ft brown color steel monopole appears marginally shorter and presents a narrower visual profile as compared to the proposed 145ft (top of branching) stealth monopine tower. Although camouflaged with a color which helps to blend the steel monopole tower into the woodland setting, when visible, the proposed stealth monopole may be less easily recognized as a wireless telecommunications tower.

SUMMARY AND CONCLUSION

The Facility involves the construction of a wireless telecommunications tower consisting of a 145-foot-tall (top of branching) monopine designed to support up to four antenna levels. The Facility is located within a densely wooded area off of NY Rte. 172 the Village of Mount Kisco, NY. Surrounding woodland vegetation provides a substantial visual screening from most off-site vantage points. The stealth monopine tower design will include a dense non-uniform branching pattern that will help to blend the structure with the visual characteristics of the surrounding landscape reducing visual impact.

An application by Sunrise Community Solar, LLC for construction of a 3.6± acre ground mounted solar energy project on the host property is currently under review by the Village of Mount Kisco Planning Board. Although unrelated to the Homeland Towers wireless communications Facility, this VRA takes into account the potential cumulative visual impact of both projects.

Viewshed Analysis Summary - Of the 2,010 acres within the 1-mile study area, a view of the proposed wireless telecommunications tower is theoretically possible from approximately 18 acres (<1%). Of the 502 acres within ½-mile of the Facility, a view of the proposed tower is possible from approximately 2 acres (<0.5%).

Visibility from Residential Areas - Within ½ mile of the Facility residential development is largely clustered in planned single-family residential neighborhoods. Residential properties are often well landscaped with mature deciduous and evergreen trees and understory vegetation which limit views to the immediate foreground. From most residential properties, views of the Facility will be substantially or fully screened by intervening dense mature vegetation – even during winter leaf-off-season.

The Mount Kisco Chase residential neighborhood borders the host property to the south. Facility will be fully screened from this neighborhood by intervening landform and vegetation. Similarly, potential Facility views from residences along Sarles Street, Linden Lane and Deer Knoll will be substantially or completely screened by dense existing vegetation.

The residential property at 2 Sarles Street is directly adjacent to the host property. The parcel boundary is approximately 109 feet east of the proposed tower center and the primary residential structure is approximately 388 feet east of the Facility. Facility views will occur from this residential property. Views will be filtered through existing tree stems and branches, or

though small gaps between existing trees. Such views will be substantially reduced during summer leaf-on season.

22 Sarles Street is on the east side of Sarles Street directly opposite the host property. The primary residential structure is approximately 900 feet east of the tower center. The Facility will be substantially screened by dense woodland vegetation from the portion of the property in the immediate vicinity of the residential structure. A filtered view of the facility through existing deciduous tree stems and branches will occur in the vicinity of a tennis court at the north end of the property. This view will be substantially or completely screened during summer leaf-on season.

The Penwood Road residential neighborhood is on the north side of NY Rte. 172. The nearest residential structure is approximately 850 feet northwest of the tower center. Filtered views through existing deciduous stems and branches are possible from properties nearest the Facility during winter leaf-off season. Such visibility will be substantially or completely screened during summer leaf-on season.

The nearest residential structure to the Facility is the Marsh Sanctuary caretaker's cottage approximately 288 feet west of the Facility. The Marsh Sanctuary property line in this area is approximately 143 feet west of the proposed tower center. Facility views will occur from this location. Views will be filtered through existing tree stems and branches, or through small gaps between existing trees. Such views will be substantially reduced during summer leaf-on season.

Visibility from Public Roads - Of the 6.3 miles of public roads within ½ mile of the Facility, direct project views above intervening vegetation were found only along an approximately 650-foot-long segment of NY Rte. 172 between Wallace Road and Woodcrest Lane. This view would affect eastbound motorists travelling at the posted 30 mph speed limit for approximately 15 seconds. The Facility will be similarly visible to pedestrians on the public sidewalk in this area. Intermittent filtered views of the Facility through existing deciduous trees will occur along an approximately 2,500-foot-long segment of NY Rte. 172 between Woodcrest Lane and Sarles Street. These views will be substantially or completely screened during summer leaf-on season.

Visibility from Aesthetic Resources of Local Importance – The Facility will be visible low on the horizon above the intervening tree line from portions of Leonard Park in the vicinity of the ball fields and the pond adjacent to the Japanese tea house at a distance of more than ½ mile. The Facility will be substantially or fully screened from undeveloped areas of the park by existing mature woodland vegetation.

The Facility will be fully screened by existing topography and intervening woodland vegetation from the southern portion of the Marsh Sanctuary. The Facility is within 300 feet of the Marsh Sanctuary Brookside parking area, amphitheater and caretakers' home. The Facility will be

seasonally visible through intervening mature deciduous and evergreen woodland from this area.

Visibility from Scenic Resources of Statewide Significance – The facility will not be visible from any scenic resource of statewide significance.

Visual Impact Conclusion - Visual impact is defined by the NYS Department of Environmental Conservation as follows:

“Aesthetic impact occurs when there is a detrimental effect on the perceived beauty of a place or structure. Mere visibility a project should not be a threshold for decision making. Instead a project, by virtue of its visibility, must clearly interfere with or reduce the public’s enjoyment or appreciation of the appearance of a significant place or structure.”⁸ Significant aesthetic impacts are those that may cause a diminishment of the public enjoyment and appreciation of an inventoried resource, or one that impairs the character or quality of such a place. Proposed large facilities by themselves should not be a trigger for a declaration of significance.”⁹

In other words, the DEC Visual Policy recognizes that not everything that is visible rises to the level of an Aesthetic Impact, and not all Aesthetic Impacts rise to the level of a Significant Aesthetic Impact that may diminish public enjoyment of the resource.

Based on the degree of Facility visibility, it is clear that any remaining project visibility is not of a size or extent that it would constitute an unacceptable magnitude. Nor does the Facility affect a sufficient number of public viewers or geographic area where the Facility can reasonably be deemed to be visually important as defined by SEQRA.

Furthermore, when considered within the framework of the DEC Visual Policy’s definition of “significant adverse visual impact”, it is clear the Facility will not cause a diminishment of the public enjoyment and appreciation of any scenic or historic resource, or one that impairs the character or quality of such a place. As such the proposed Project will not result in an adverse visual impact.

Submitted by:

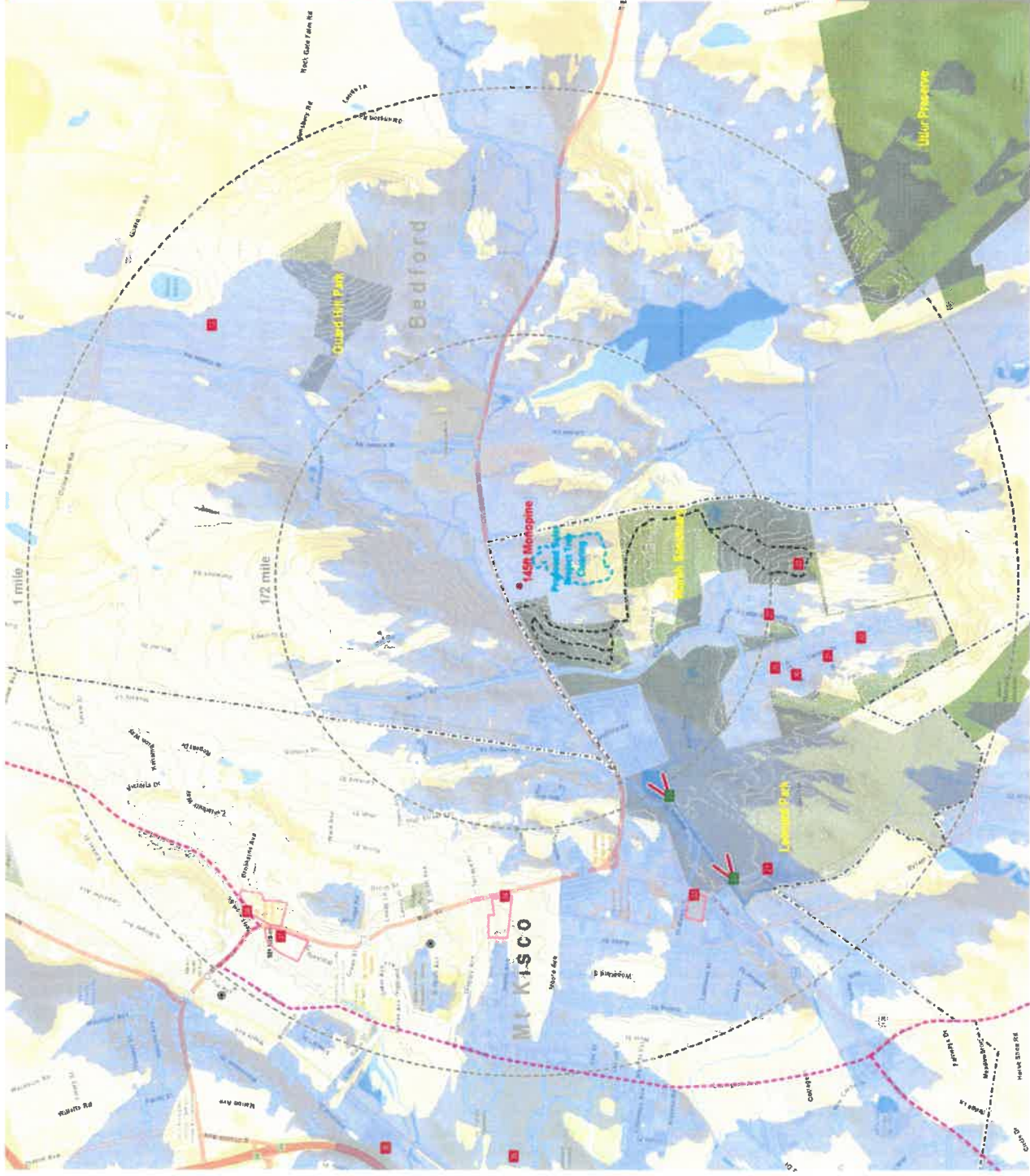
Matthew W. Allen, RLA



⁸ NYSDEC Visual Policy (DEP-00-2), p15.

⁹ *Id.* p.5.

APPENDIX A
Viewshed Maps
Proposed Facility



LEGEND

Bare Earth Viewshed Area (145R Monopine - top of branching)
(Excludes existing vegetation and structures)

Scenic Resources

- County Preserve
- Municipal Recreation Area
- National Register of Historic Places S
- County Preserve
- County Trail System
- National Register of Historic Places S
- National Register-eligible Site

Photo Locations/Balloon Visibility

(see Figure A2/A4 for locations within 1/2 mile radius)

- Balloon not visible
- Balloon seasonally visible through trees
- Balloon visible above trees
- Photo Simulation

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Bare Earth" condition overlay identifies areas where the proposed telecommunications tower high point may be visible without consideration of the screening effect of existing vegetation or built structures. Bare earth analysis is provided to assist in enhanced visual analysis. Ideally the maximum potential geographic area within which further investigation is appropriate. This topography-only viewshed map is not representative of project visibility during winter season clear-cut conditions.



FIGURE A1

PHOTO LOCATION/BARE EARTH VIEWSHED MAP - 1 MILE RADIUS

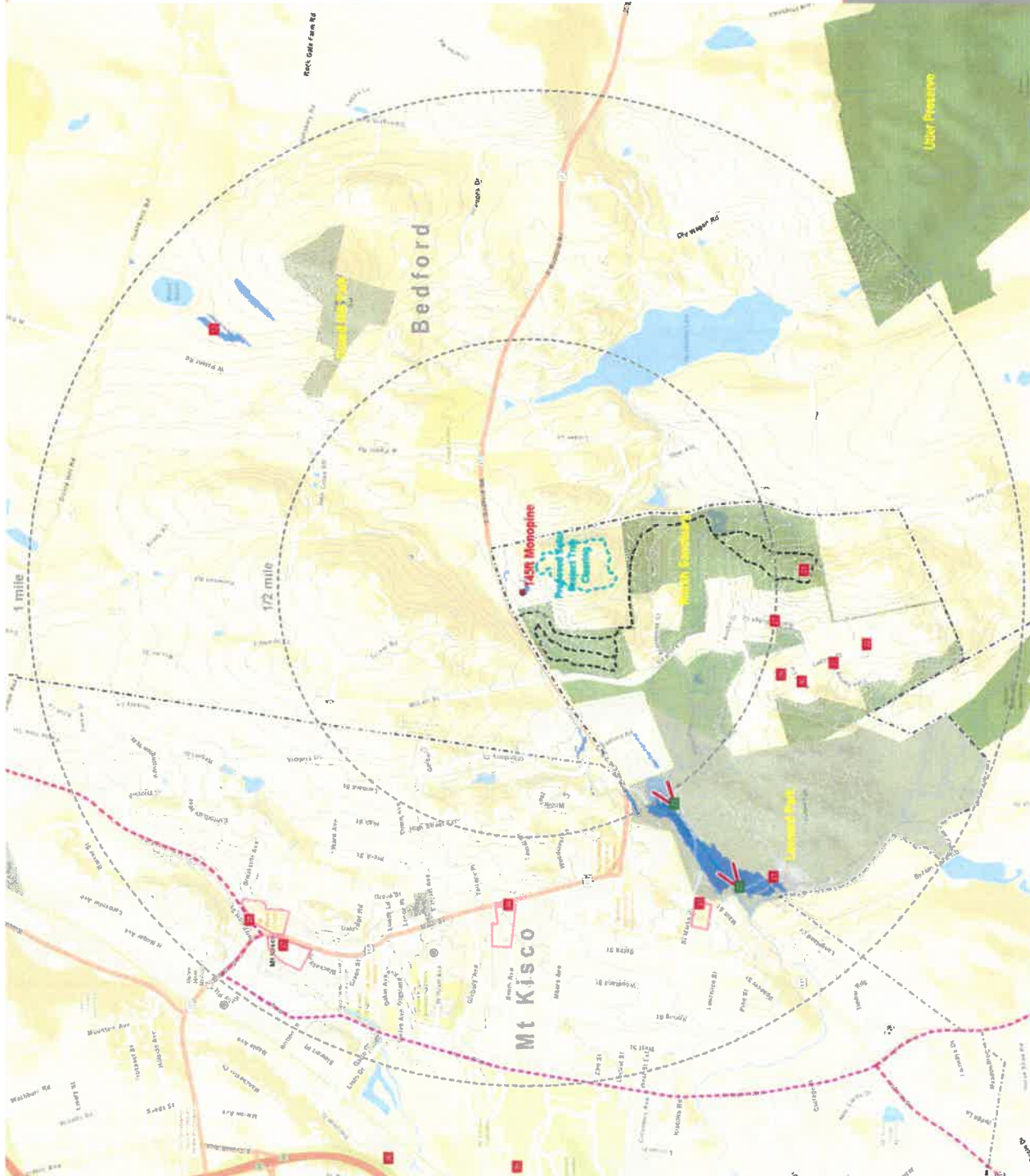
Visual Resource Assessment

Proposed Telecommunications Tower

Mount Kisco Site (WV172)
100 South Bedford Road
Mount Kisco, NY 10534



HOMELAND TOWERS



LEGEND

Land Cover Viewshed Area (145ft Monopine - top of branching)
(includes existing vegetation and structures)

Scenic Resources

- County Preserve
- Municipal Recreation Area
- National Register of Historic Places S
- County Preserve
- County Trail System
- National Register of Historic Places S
- National Register-eligible Site

Photo Locations/Balloon Visibility (see Figure 2a/2b for locations within 1/2 mile radius)

- Balloon not visible
- Balloon seasonally visible through trees
- Balloon visible above trees
- Photo Simulation

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. Vegetated areas and buildings were manually digitized from 2015 one-foot resolution digital orthophotography. All digitized tree cover is assumed to be 60 feet tall and all digitized buildings are assumed to be 23 feet tall.



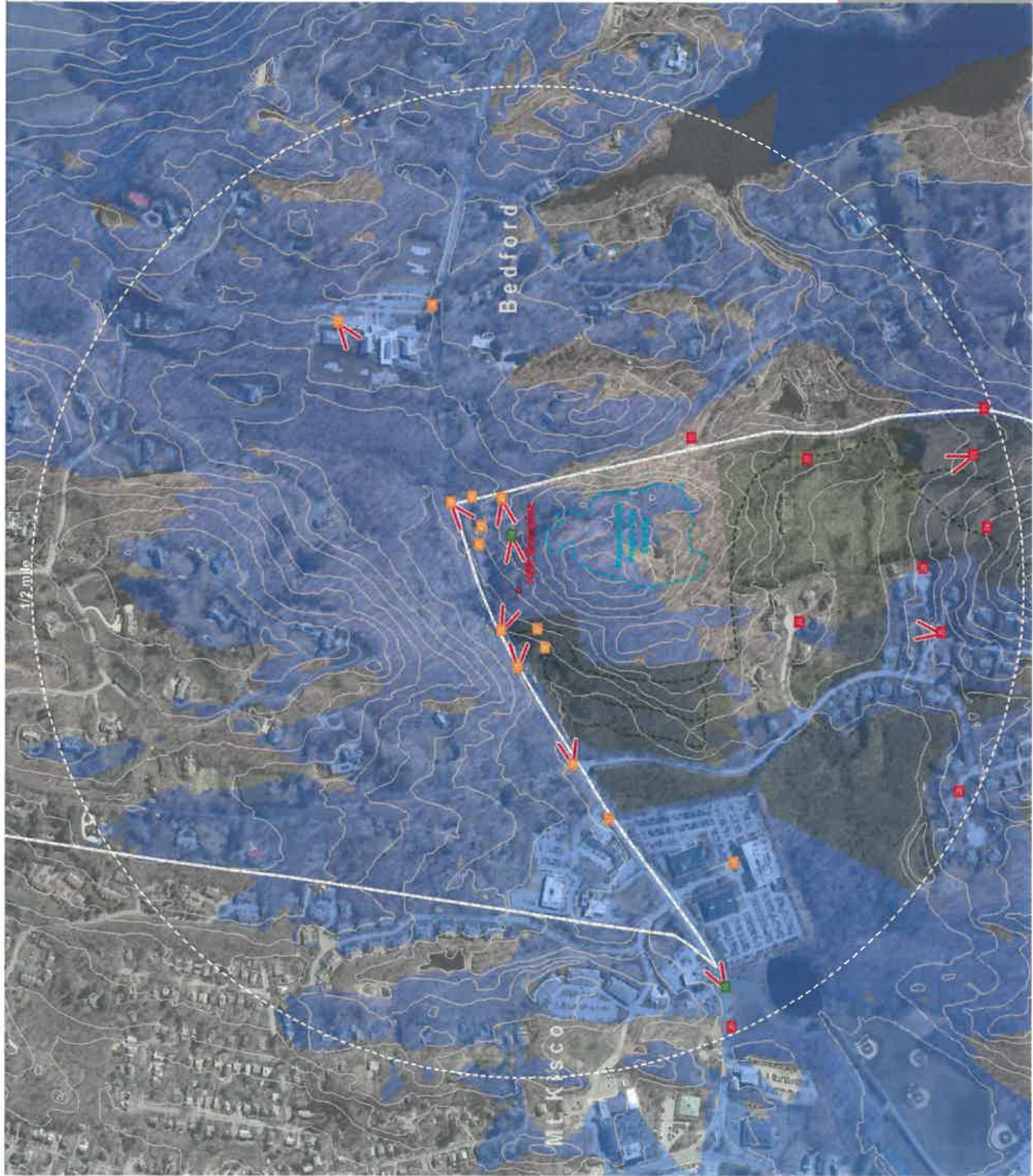
FIGURE A2
PHOTO LOCATION/LAND COVER VIEWSHED MAP - 1 MILE RADIUS

Visual Resource Assessment Proposed Telecommunications Tower

Mount Kisco Site (NY 172)
180 South Bedford Road
Mount Kisco, NY 10554



HOMELAND TOWERS



Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Bare Earth" condition overlay identifies areas where the proposed telecommunications tower high point may be visible without consideration of the screening effect of existing vegetation or built structures. Bare earth analysis is provided to assist proposed visual analysis, identify the maximum potential geographic area within which further investigation is appropriate. This topography-only viewshed map is not representative of project visibility during winter season leaf-off conditions.



LEGEND

Land Cover Viewshed Area (145H Monopine - top of branching)
(includes existing vegetation and structures)

Scenic Resources

- County Preserve
- Municipal Recreation Area
- Municipal Recreation Area
- National Register of Historic Places S
- County Preserve
- County Trail System
- National Register of Historic Places S
- National Register-eligible Site

Photo Locations/Balloon Visibility

(see Figure 2a2b for locations within 1/2 mile radius)

- Balloon not visible
- Balloon seasonally visible through trees
- Balloon visible above trees

Photo Simulation

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. Vegetated areas and buildings were manually digitized from 2015 aerial imagery digital orthophotography. All digitized tree cover is assumed to be 60 feet tall and all digitized buildings are assumed to be 25 feet tall.



FIGURE A4

PHOTO LOCATION/LAND COVER VIEWSHED MAP - 1/2 MILE RADIUS

Visual Resource Assessment

Proposed Telecommunications Tower

Mount Kisco Site (NY172)
180 South Bedford Road
Mount Kisco, NY 10554



HOMELAND TOWERS

APPENDIX B

Photo Log



VP01 - Marsh Sanctuary - Field Parking Area

Distance: 1,670 ft



VP02 - Marsh Sanctuary - Purple Trail

Distance: 2,510 ft

PHOTO LOG

FIGURE B1

Visual Resource Assessment

HOMELAND TOWERS, LLC

Wireless Telecommunications Facility

180 South Bedford Road

Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP03 - Marsh Sanctuary - Purple Trail at highpoint

Distance: 2,980 ft



VP04 - Marsh Sanctuary - Blue Trail

Distance: 2,510 ft

PHOTO LOG

FIGURE B2

Visual Resource Assessment

HOMELAND TOWERS, LLC

Wireless Telecommunications Facility

180 South Bedford Road

Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP05 - Marsh Sanctuary - Brookside Parking Area

Distance: 240 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B3

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP06 - Brookside Amphitheater

Distance: 350 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B4

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP07 - Marsh Sanctuary - Trail to Brookside Ampitheater

Distance: 240 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B5
Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP08 - Rte 172 at Sarles Street

Distance: 580 ft



VP09 - Sarles Street south of Rte 172

Distance: 540 ft

PHOTO LOG

FIGURE B6

Visual Resource Assessment
HOMELAND TOWERS, LLC

Wireless Telecommunications Facility
 180 South Bedford Road
 Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP10 - Sarles Street at Linden Lane

Distance: 1,200 ft



VP11 - Sarles Street at Marsh Sanctuary

Distance: 2,650 ft

PHOTO LOG

FIGURE B7

Visual Resource Assessment
HOMELAND TOWERS, LLC

Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP12 - Rochambeau Farm

Distance: 4,280 ft



VP13 - Ripawan Cisqua School

Distance: 1,710 ft

PHOTO LOG

FIGURE B8

Visual Resource Assessment

HOMELAND TOWERS, LLC

Wireless Telecommunications Facility

180 South Bedford Road

Mount Kisco (NY172)



VP14 - Rte 172 at West Patent Road

Distance: 1,570 ft



VP15 - Rte 172 at Marsh Sanctuary Caretaker Cottage

Distance: 420 ft

PHOTO LOG

FIGURE B9

Visual Resource Assessment
HOMELAND TOWERS, LLC

Wireless Telecommunications Facility
 180 South Bedford Road
 Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP16 - Rte 172 at McLain Street/Stratford Drive (entrance to Mount Kisco Chase)

Distance: 980 ft



VP17 - Rte 172 west of McLain Street

Distance: 1,320 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B10
Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP18 - Mount Kisco Corporate Center

Distance: 1,850 ft



VP19 - Rte 172 at Wallace Drive/Leonard Park Entrance

Distance: 2,390 ft

PHOTO LOG

FIGURE B11

SARATOGA
ASSOCIATES

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP20 - Rte 172 west of Wallace Drive

Distance: 2,590 ft



VP21 - Leonard Park near ball fields

Distance: 4,040 ft

PHOTO LOG



VP22 - Leonard Park near ball fields

Distance: 3,890 ft



VP23 - Leonard Park near Tea House

Distance: 2,780 ft

PHOTO LOG



VP24 - Mount Kisco Chase - Brentwood Court at cul-de-sac

Distance: 1,490 ft



VP25 - Mount Kisco Chase - Rolling Ridge Court at Austin Drive

Distance: 2,260 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B14

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP26 - Mount Kisco Chase - Rolling Ridge Court at cul-de-sac

Distance: 2,150 ft



VP27 - Mount Kisco Chase - Rolling Ridge Court near #4

Distance: 2,690 ft

PHOTO LOG

FIGURE B15

Visual Resource Assessment

HOMELAND TOWERS, LLC

Wireless Telecommunications Facility

180 South Bedford Road

Mount Kisco (NY172)



VP28 - Mount Kisco Chase - Carlton Drive near #9

Distance: 2,580 ft



VP29 - Mount Kisco Chase - Carlton Drive near #17

Distance: 2,870 ft

PHOTO LOG

FIGURE B16

Visual Resource Assessment

HOMELAND TOWERS, LLC

Wireless Telecommunications Facility

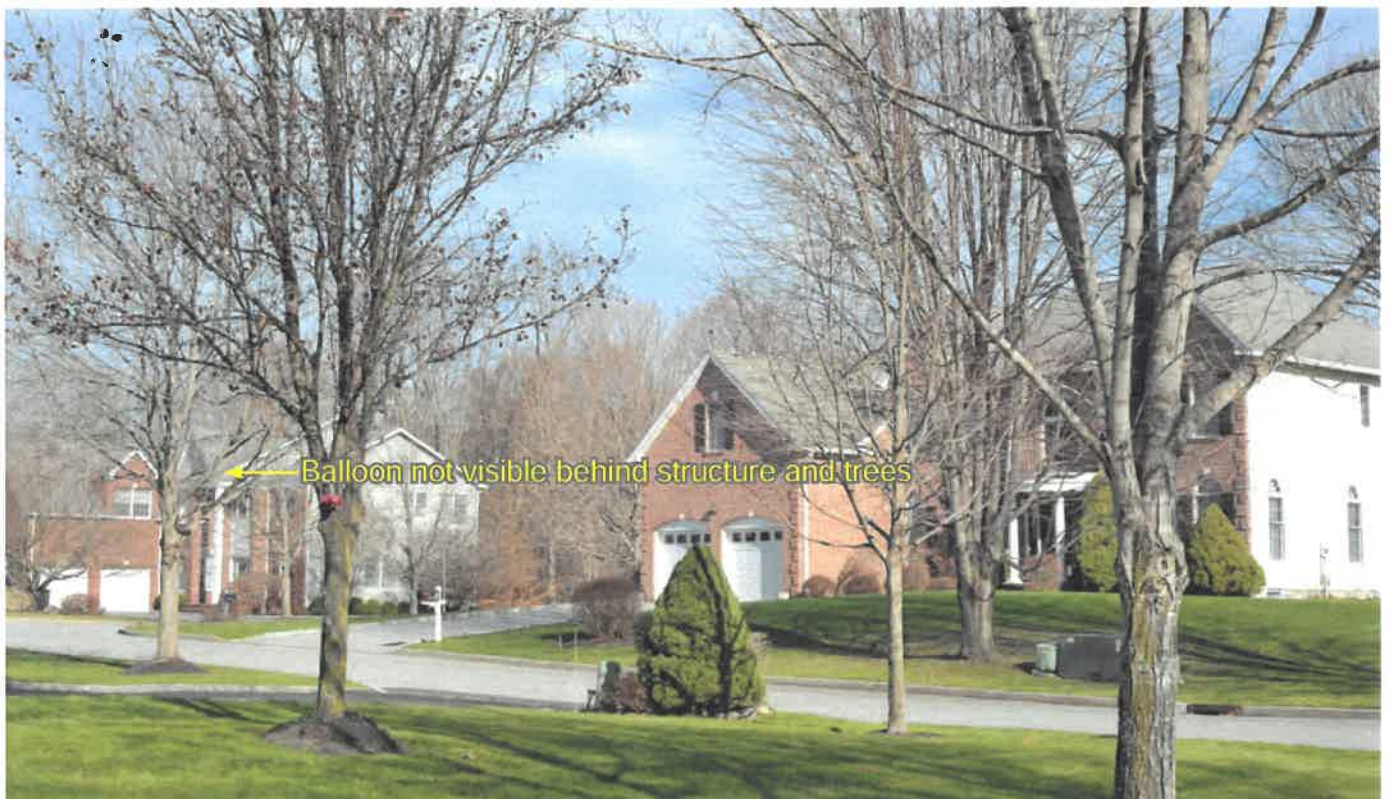
180 South Bedford Road

Mount Kisco (NY172)



VP30 - Mount Kisco Chase - Ascot Circle at cul-de-sac

Distance: 3,110 ft



VP31 - Mount Kisco Chase - Cold Spring road near Carlton Court

Distance: 3,380 ft

PHOTO LOG



VP32 - Mount Kisco Chase - Carlton Drive near # 30

Distance: 3,688 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B18

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP33 - St. Mark's Cemetery National Register Site

Distance: 3,815 ft



VP34 - Mount Kisco Municipal Complex National Register Site

Distance: 3,340 ft

PHOTO LOG

FIGURE B19

Visual Resource Assessment
HOMELAND TOWERS, LLC

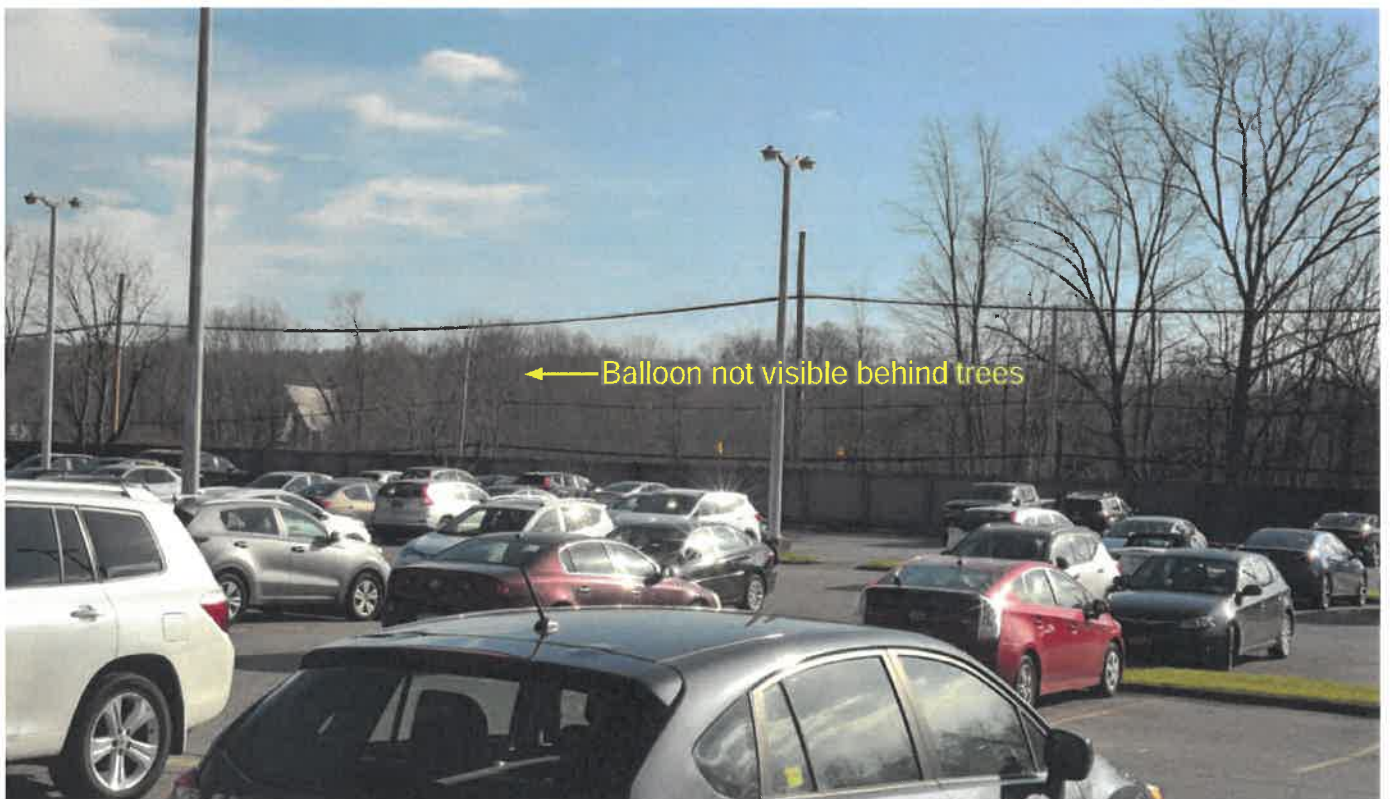
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP35 - Oakwood Cemetery

Distance: 6,130 ft



VP36 - Saw Mill Parkway (representative worst-case view from location adjacent to parkway)

Distance: 6,200 ft

PHOTO LOG

FIGURE B20

Visual Resource Assessment
HOMELAND TOWERS, LLC

Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP37 - Mount Kisco Municipal Complex National Register Site

Distance: 4,550 ft



VP38 - St. Mark's Episcopal Church National Register Site

Distance: 4,550 ft

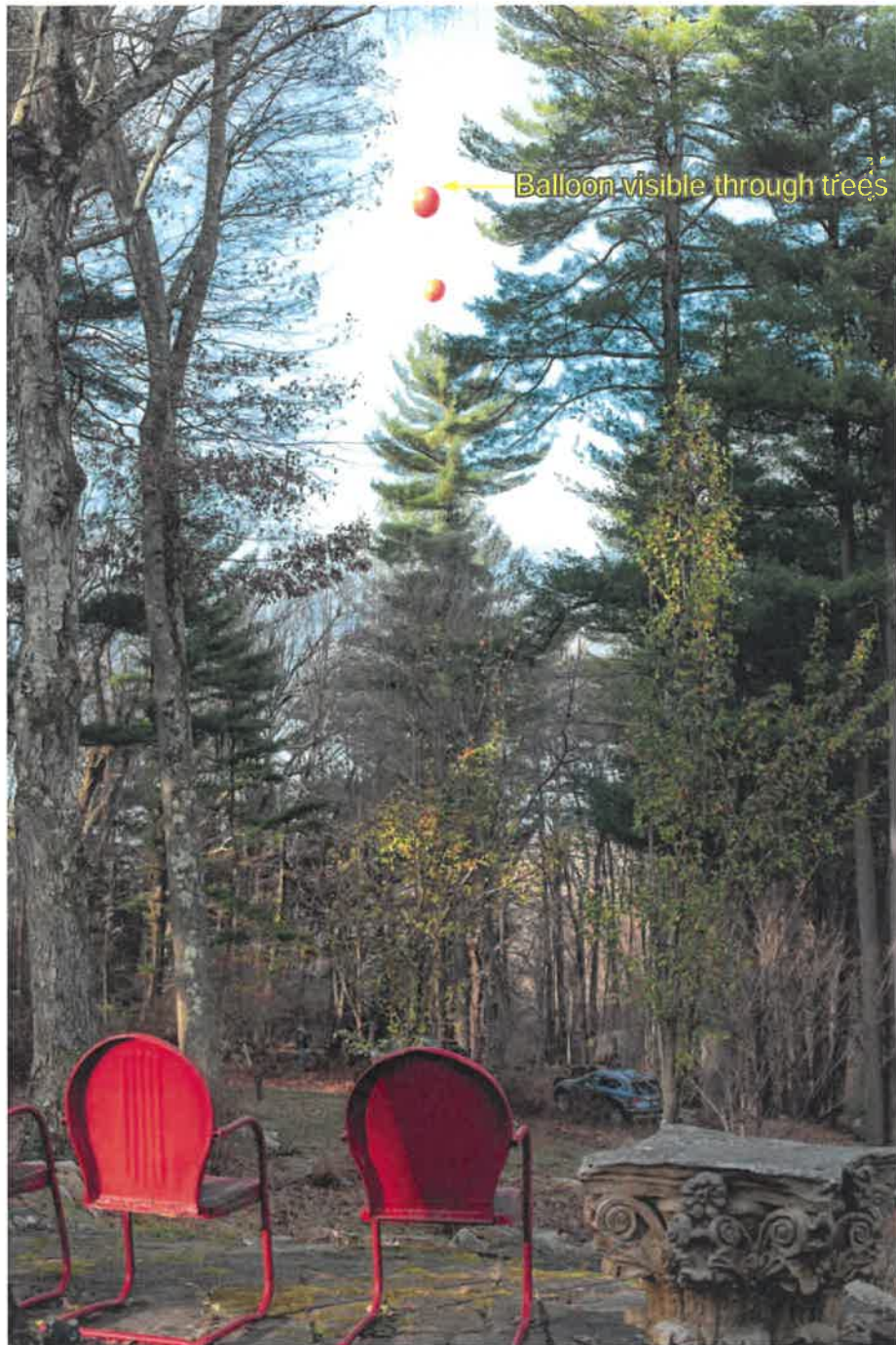
PHOTO LOG

FIGURE B21

Visual Resource Assessment
HOMELAND TOWERS, LLC

Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)

SARATOGA
ASSOCIATES



VP39 - 2 Sarles Street

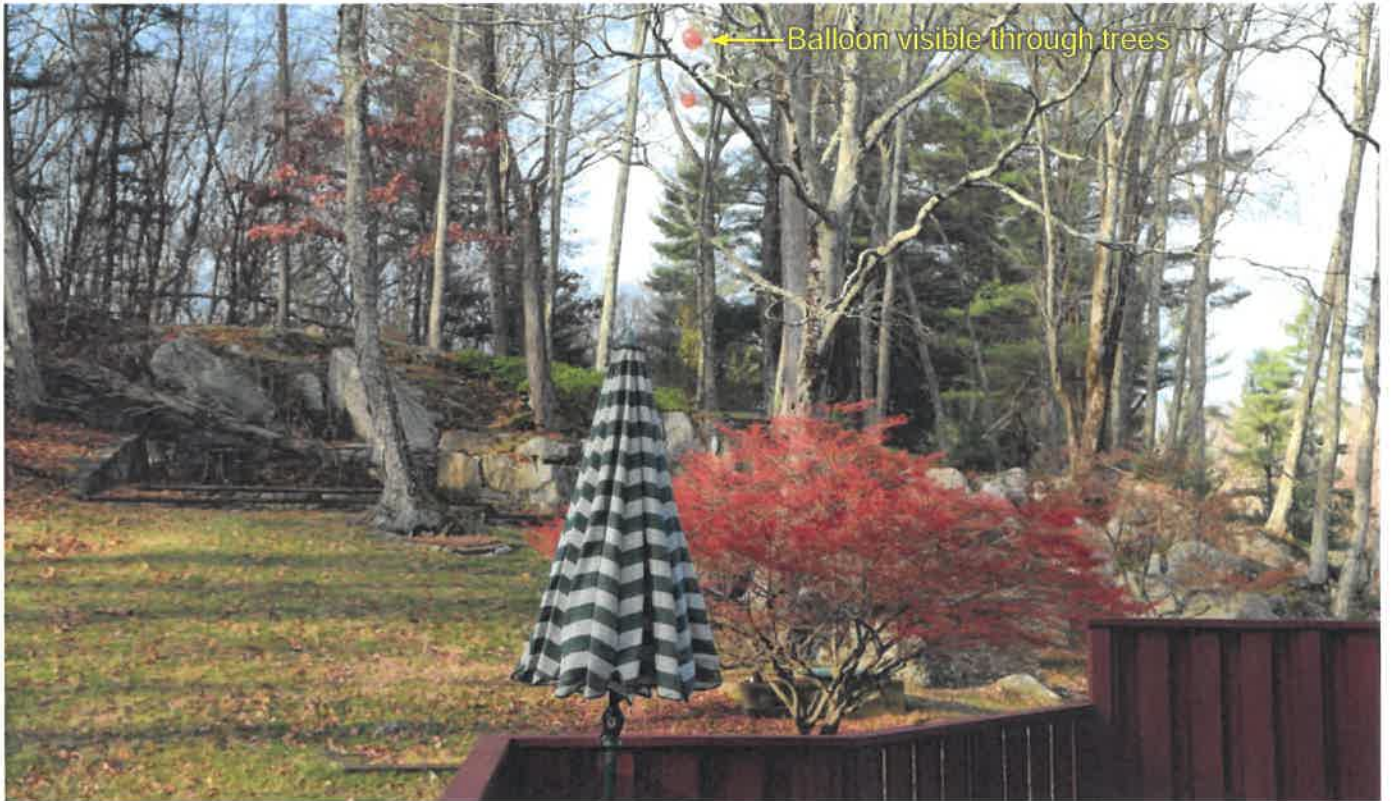
Distance: 320 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B22

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)



VP40 - 2 Sarles Street

Distance: 490 ft



VP41 - 2 Sarles Street

Distance: 320 ft

PHOTO LOG



VP42 - 2 Sarles Street

Distance: 320 ft

PHOTO LOG

SARATOGA
ASSOCIATES

FIGURE B24

Visual Resource Assessment
HOMELAND TOWERS, LLC
Wireless Telecommunications Facility
180 South Bedford Road
Mount Kisco (NY172)

APPENDIX C

Photo Simulations



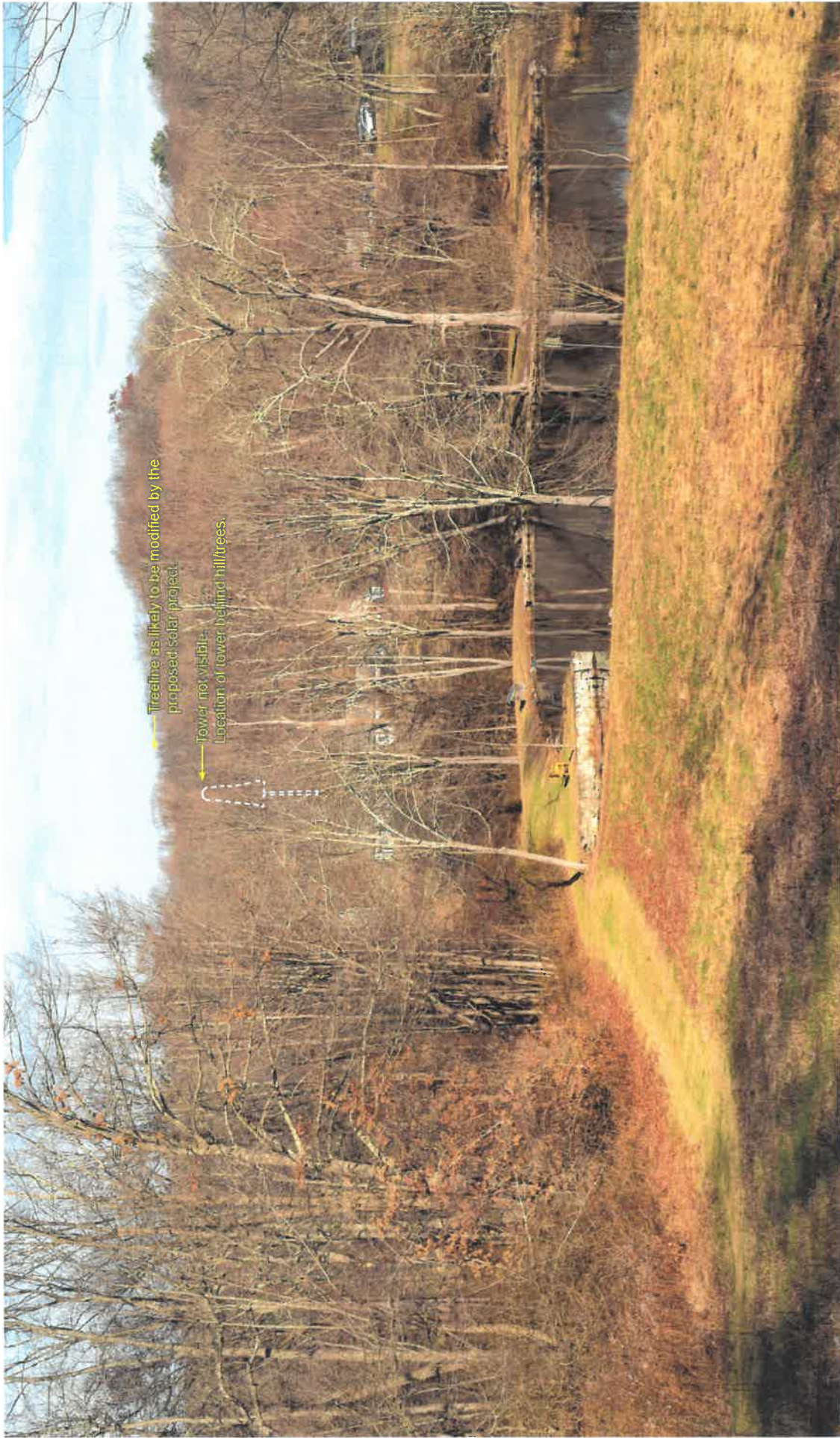
VP02 - Marsh Sanctuary - Purple Trail
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed on approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 9:47 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II
Photo Location: 41° 11' 34.6704" N
73° 42' 39.4416" W
Distance to Tower: 2,510 feet

FIGURE C-1A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP02 - Marsh Sanctuary - Purple Trail
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-1B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 9:47 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 34.6704" N
73° 42' 39.4416" W
Distance to Tower: 2,510 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Treeline as likely to be modified by the proposed solar project
Tower not visible
Location of tower behind hill/trees



VP05 - Rte 172 at Marsh Sanctuary Brookside Parking Area
EXISTING CONDITION PHOTOGRAPH

FIGURE C-2A

SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 59.5613" N
Time:	8:48 AM		73° 42' 51.3880" W
Focal Length:	50 mm	Distance to Tower:	240 Feet
Camera:	Canon EOS 6D Mark II		

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 12 inches from the reader's eye when printed on 11"x17" paper.

VP05 - Rte 172 at Marsh Sanctuary Brookside Parking Area
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

FIGURE C-2B

SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 59.5613" N
Time:	8:48 AM		73° 42' 51.3880" W
Focal Length:	50 mm	Distance to Tower:	240 Feet
Camera:	Canon EOS 6D Mark II		

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



This photograph was taken using a 50mm normal lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

VP05 - Rte 172 at Marsh Sanctuary Brookside Parking Area
SIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

FIGURE C-2C

SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 59.5613" N
Time:	8:48 AM		73° 42' 51.3880" W
Focal Length:	50 mm	Distance to Tower:	240 Feet
Camera:	Canon EOS 6D MarkII		

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



This photograph was taken using a 50mm normal length lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

VP05 - Rte 172 at Marsh Sanctuary Brookside Parking Area
SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

FIGURE C-2D

SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 59.5613" N
Time:	8:48 AM		73° 42' 51.3880" W
Focal Length:	50 mm	Distance to Tower:	240 Feet
Camera:	Canon EOS 6D MarkII		

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP08 - Rte 172 at Sarles Street
EXISTING CONDITION PHOTOGRAPH

SARATOGA ASSOCIATES

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information			
Date:	November 21, 2020	Photo Location:	41° 12' 02.1600" N
Time:	9:29 AM		73° 42' 42.4908" W
Focal Length:	50 mm	Distance to Tower:	580 Feet
Camera:	Canon EOS 6D Mark II		

FIGURE C-3A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP08 - Rte 172 at Sarles Street
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA
ASSOCIATES

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 9:29 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

Photo Location: 41° 12' 02.1600" N
73° 42' 42.4908" W
Distance to Tower: 580 Feet

FIGURE C-3B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP1.3 - Ripawan Cisca School
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 11:05 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII
Photo Location: 41° 12' 08.0136" N
73° 42' 29.8692" W
Distance to Tower: 1,710 Feet

FIGURE C-4A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP13 - Ripawan Cisque School
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-4B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information	Photo Location:	41° 12' 08.0136" N 73° 42' 29.8692" W
Date:	November 21, 2020	Distance to Tower:
Time:	11:05 AM	1,710 feet
Focal Length:	50 mm	
Camera:	Canon EOS 6D MarkII	



VP15 - RTE 172 at Marsh Sanctuary Caretakers Cottage
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 10:51 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II
Photo Location: 41° 11' 58.7184" N
73° 42' 53.9784" W
Distance to Tower: 420 Feet

FIGURE C-5A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP15 - RTE 172 at Marsh Sanctuary Caretakers Cottage
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-5B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information	Photo Location:	41° 11' 58.7184" N 73° 42' 53.9784" W
Date: November 21, 2020	Distance to Tower:	420 Feet
Time: 10:51 AM		
Focal Length: 50 mm		
Camera: Canon EOS 6D MarkII		

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP15 - RTE 172 at Marsh Sanctuary Caretakers Cottage
SIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-5C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information		Photo Location:	41° 11' 58.7184" N 73° 42' 53.9784" W
Date:	November 21, 2020	Distance to Tower:	420 Feet
Time:	10:51 AM		
Focal Length:	50 mm		
Camera:	Canon EOS 6D Mark II		

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP15 - RTE 172 at Marsh Sanctuary Caretakers Cottage
SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

SARATOGA ASSOCIATES

FIGURE C-5D
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 10:51 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 58.7184" N
73° 42' 53.9784" W
Distance to Tower: 420 Feet



VP16 - Rte 172 at McIn Street/Straford Drive (entrance to Mt. Kisco Chase Kisco)
EXISTING CONDITION PHOTOGRAPH

SARATOGA ASSOCIATES

FIGURE C-6A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information			
Date:	November 21, 2020	Photo Location:	41° 11' 55.8672" N 73° 43' 00.7860" W
Time:	11:14 AM	Distance to Tower:	980 Feet
Focal Length:	50 mm		
Camera:	Canon EOS 6D Mark II		

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP16 - Rte 172 at McLain Street/Stratford Drive (entrance to Mt. Kisco Chase Kisco)
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-6B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information	Photo Location:	41° 11' 55.8672" N
Date:	November 21, 2020	73° 43' 00.7860" W
Time:	11:14 AM	Distance to Tower:
Focal Length:	50 mm	980 Feet
Camera:	Canon EOS 6D Mark II	

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP16 - Rte 172 at McLain Street/Straford Drive (entrance to Mt. Kisco Chase Kisco)
SSIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-6C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information	
Date:	November 21, 2020
Time:	11:14 AM
Focal Length:	50 mm
Camera:	Canon EOS 6D MarkII
Photo Location:	41° 11' 53.8672" N 73° 43' 00.7860" W
Distance to Tower:	980 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP19 - Rte 172 at Wallace Drive (Leonard Park Entrance)
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information	
Date:	November 21, 2020
Time:	11:37 AM
Focal Length:	50 mm
Camera:	Canon EOS 6D MarkII
Photo Location:	41° 11' 47.9544" N 73° 43' 16.3848" W
Distance to Tower:	2,390 Feet

FIGURE C-7A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP19 - Rte 172 at Wallace Drive (Leonard Park Entrance)
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA ASSOCIATES

PHOTO SIMULATIONS
**180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK**

FIGURE C-7B

Photograph Information	Photo Location:	41° 11' 47.9544" N 73° 43' 16.3848" W
Date:	November 21, 2020	
Time:	11:37 AM	
Focal Length:	50 mm	
Camera:	Canon EOS 6D MarkII	Distance to Tower: 2,390 Feet



VP19 - Rte 172 at Wallace Drive (Leonard Park Entrance)
SIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-7C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 11:37 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 47.9544" N
73° 43' 16.3848" W
Distance to Tower: 2,390 Feet



VP19 - Rte 172 at Wallace Drive (Leonard Park Entrance)
SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

SARATOGA ASSOCIATES

FIGURE C-7C PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

<p>Photograph Information</p> <p>Date: November 21, 2020</p> <p>Time: 11:37 AM</p> <p>Focal Length: 50 mm</p> <p>Camera: Canon EOS 6D MarkII</p>	<p>Photo Location:</p> <p>41° 11' 47.9544" N</p> <p>73° 43' 16.3848" W</p> <p>Distance to Tower:</p> <p>2,300 feet</p>
---	--

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP22 - Leonard Park Near Ball Fields
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 11:29 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

Photo Location: 41° 11' 36.1680" N
73° 43' 29.9028" W
Distance to Tower: 3,890 Feet

FIGURE C-8A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP22 - Leonard Park Near Ball Fields
SIMULATED CONDITION - PROPOSED TOWER: 145-FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-8B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information	Photo Location:	41° 11' 36.1680" N 73° 43' 29.9028" W
Date:	November 21, 2020	Distance to Tower:
Time:	11:29 AM	3,890 Feet
Focal Length:	50 mm	
Camera:	Canon EOS 6D MarkII	



VP22 - Leonard Park Near Ball Fields
SIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-8C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 11:29 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 36.1680" N
73° 43' 29.9028" W
Distance to Tower: 3,890 Feet



VP22 - Leonard Park Near Ball Fields
SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

SARATOGA ASSOCIATES

FIGURE C-8D
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information	Photo Location:	41° 11' 36.1680" N 73° 43' 29.9028" W
Date:	November 21, 2020	Distance to Tower:
Time:	11:29 AM	3,890 Feet
Focal Length:	50 mm	
Camera:	Canon EOS 6D MarkII	



VP23- Leonard Park near Tea House
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 11:33 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII
Photo Location: 41° 11' 42.9148" N
73° 43' 18.3045" W
Distance to Tower: 2,780 Feet

FIGURE C-9A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP23- Leonard Park near Tea House
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-9B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 11:33 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 42.9148" N
73° 43' 18.3046" W
Distance to Tower: 2,780 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP23- Leonard Park near Tea House
SIMULATED CONDITION - ALTERNATIVE 1.35FT (TOP OF BRANCHES) MONOPINE

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information

Date: November 21, 2020
Time: 11:33 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark-II

Photo Location:

41° 11' 42.9148" N
73° 43' 18.3046" W

Distance to Tower:

2,780 Feet

FIGURE C-9C

PHOTO SIMULATIONS

180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP23- Leonard Park near Tea House
SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

SARATOGA ASSOCIATES

FIGURE C-9D
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 11:33 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

Photo Location:
41° 11' 42.9148" N
73° 43' 18.3046" W
Distance to Tower: 2,780 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP25- Rolling Ridge Court at Austin Drive
EXISTING CONDITION PHOTOGRAPH

SARATOGA ASSOCIATES

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 11:46 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII
Photo Location: 41° 11' 36.4128" N
73° 42' 51.7932" W
Distance to Tower: 2,260 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP25- Rolling Ridge Court at Austin Drive
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

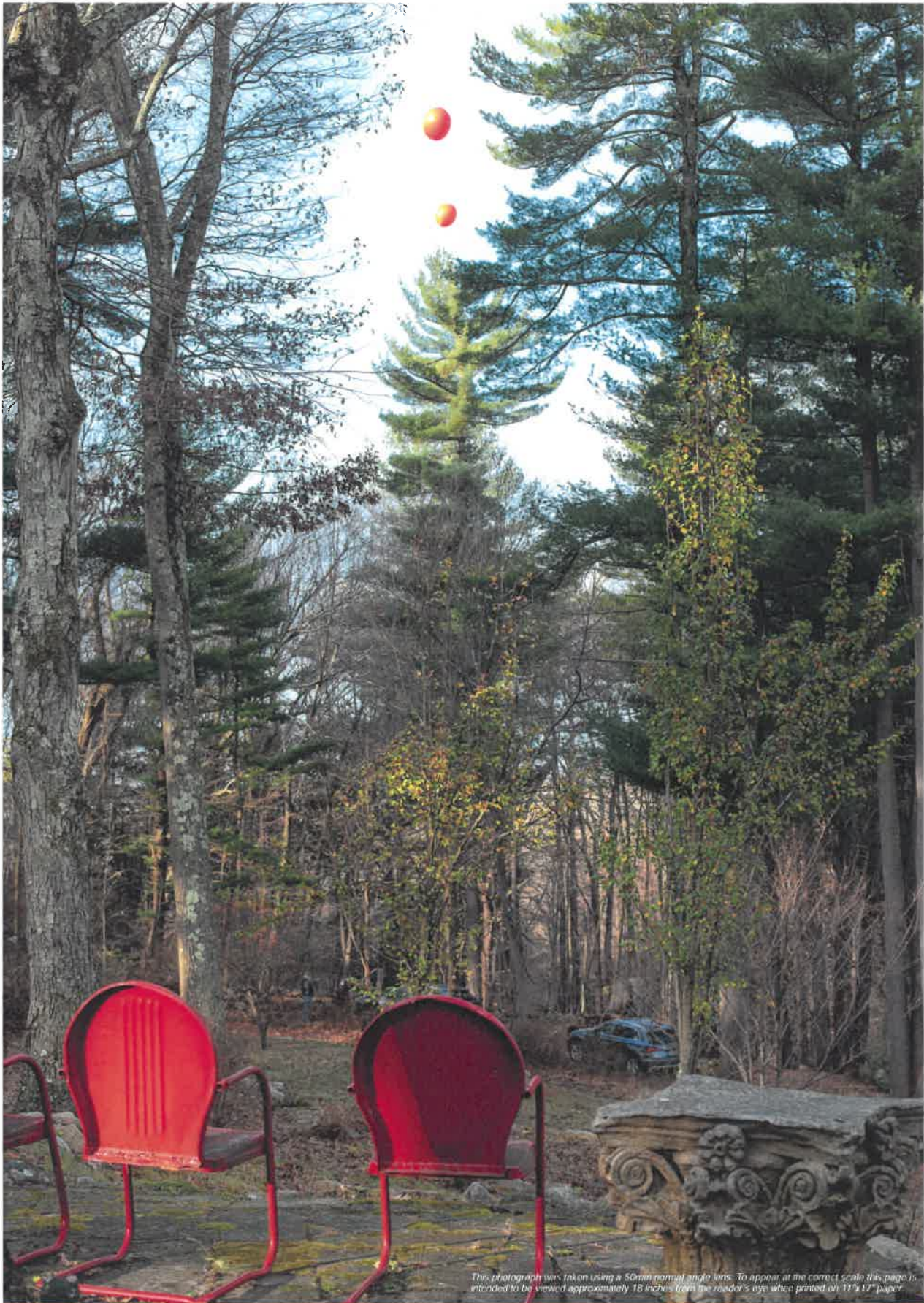
SARATOGA ASSOCIATES

FIGURE C-10B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 11:46 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 36.4128" N
73° 42' 51.7932" W
Distance to Tower: 2,260 Feet



VP39 - 2 Sarles Street
EXISTING CONDITION PHOTOGRAPH

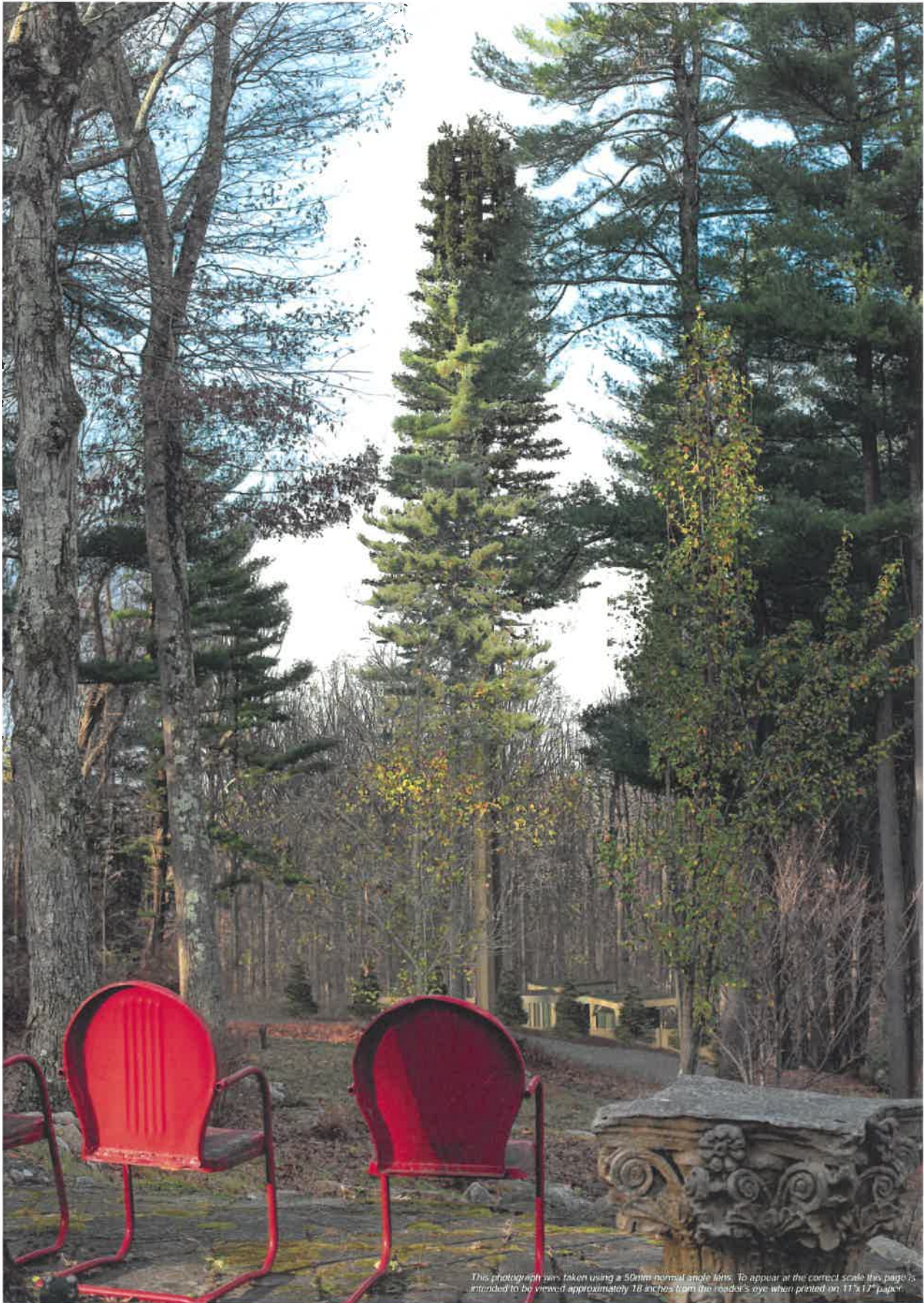
SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 58.9803" N
Time:	8:26 AM		73° 42' 44.8166" W
Focal Length:	50 mm	Distance to Tower:	280 Feet
Camera:	Canon EOS 6D MarkII		

FIGURE C-11A

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP39 - 2 Sarles Street
SIMULATED CONDITION - PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

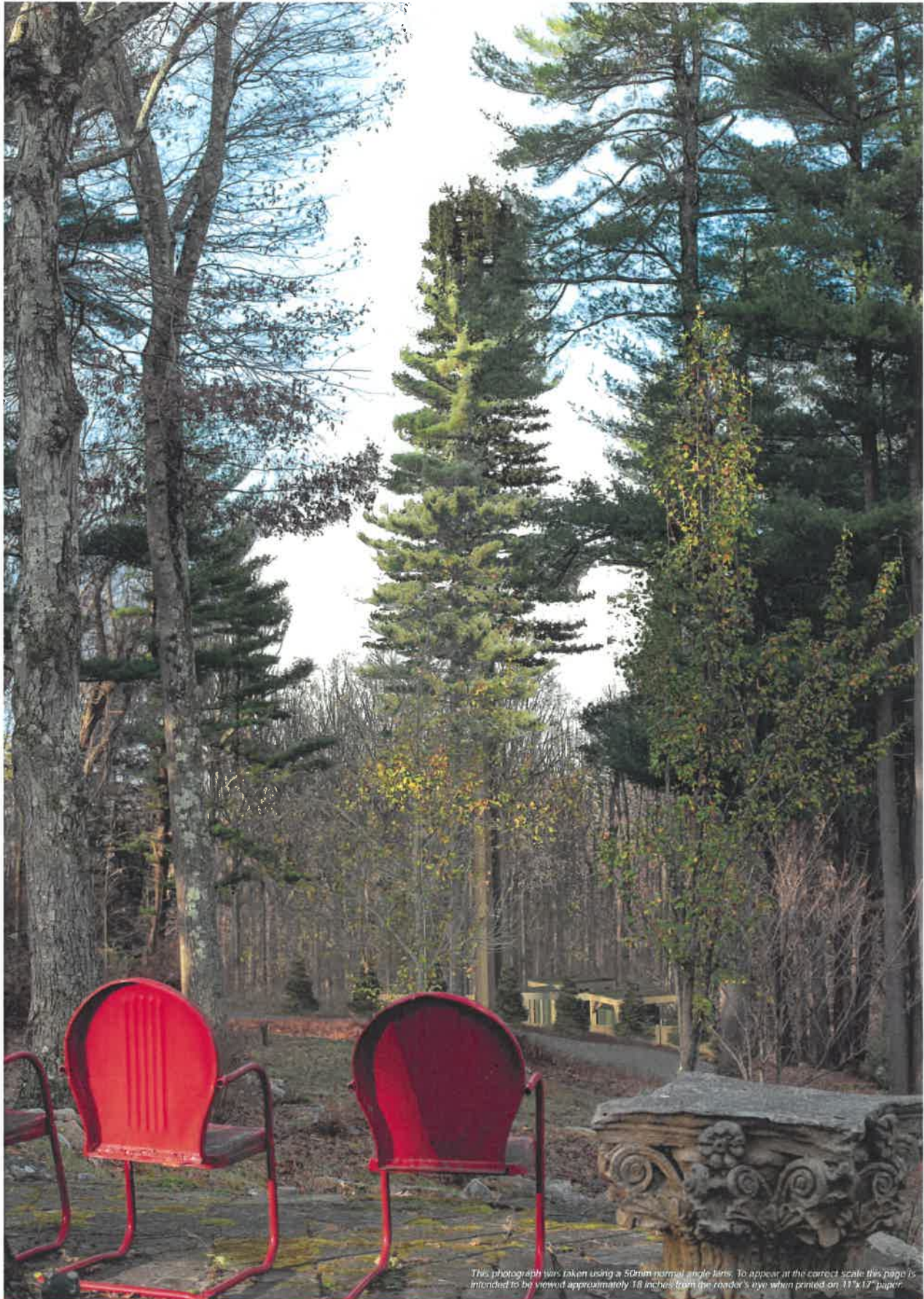
SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 58.9803" N
Time:	8:26 AM		73° 42' 44.8166" W
Focal Length:	50 mm	Distance to Tower:	280 Feet
Camera:	Canon EOS 6D MarkII		

FIGURE C-11B

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

VP39 - 2 Sarles Street
SIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

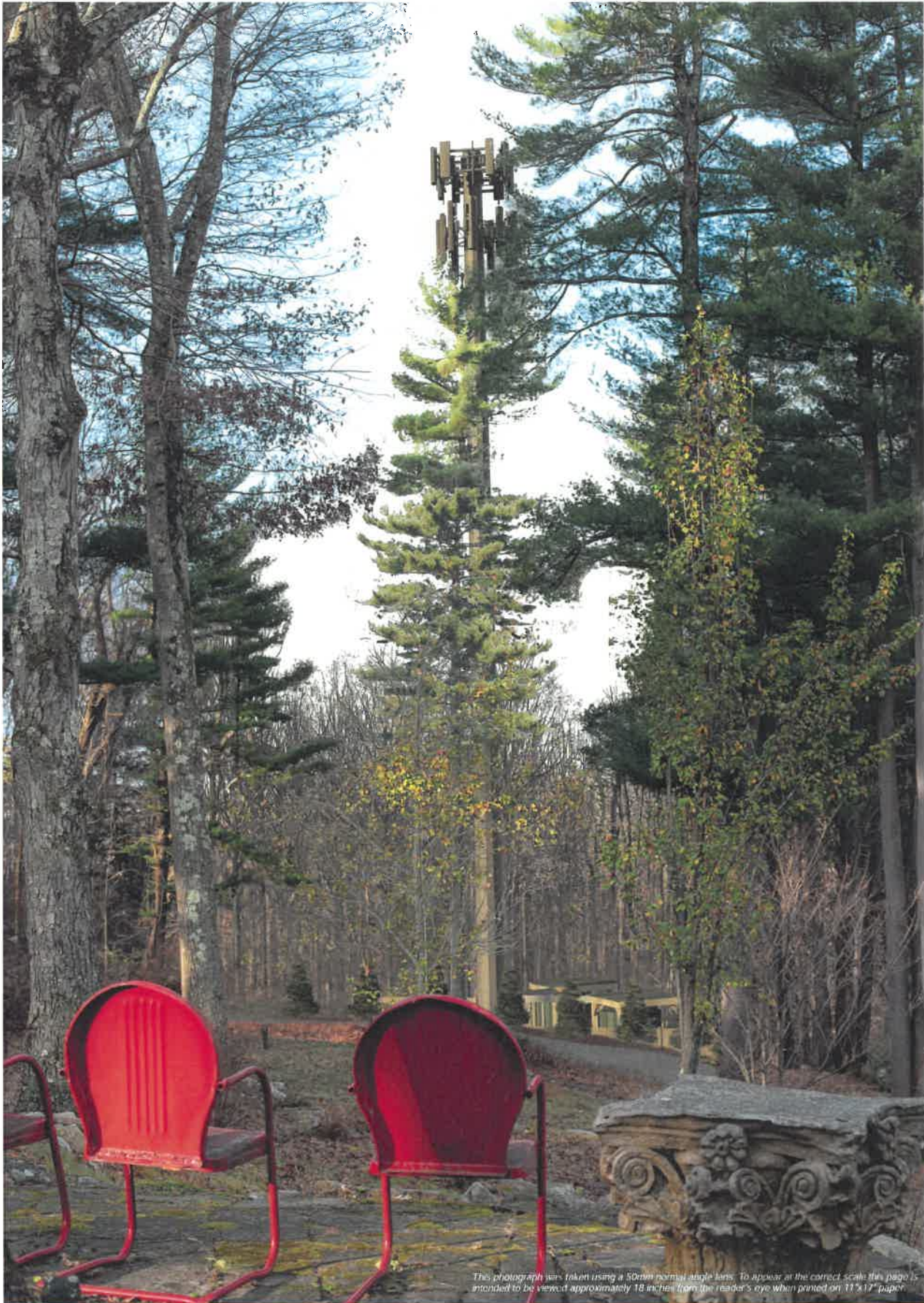
SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 58.9803" N
Time:	8:26 AM		73° 42' 44.8166" W
Focal Length:	50 mm	Distance to Tower:	280 Feet
Camera:	Canon EOS 6D MarkII		

FIGURE C-11C

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP39 - 2 Sarles Street
SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

SARATOGA
ASSOCIATES

Photograph Information

Date:	November 21, 2020	Photo Location:	41° 11' 58.9803" N
Time:	8:26 AM		73° 42' 44.8166" W
Focal Length:	50 mm	Distance to Tower:	280 Feet
Camera:	Canon EOS 6D Mark II		

FIGURE C-11D

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP40 - 2 Sarles Street
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 8:36 PM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

Photo Location: 41° 11' 59.4905" N
73° 42' 42.2353" W
Distance to Tower: 490 Feet

FIGURE C-12A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP40 - 2 Sarles Street
SIMULATED CONDITION

SARATOGA
ASSOCIATES

PROPOSED TOWER: 145FT (TOP OF BRANCHING) STEALTH MONOPINE

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eyes when printed on 11"x17" paper.

Photograph Information

Date: November 21, 2020
Time: 9:36 PM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location:

Distance to Tower:

41° 11' 59.4905" N
73° 42' 42.2363" W
490 Feet

FIGURE C-12B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP40 - 2 Sarles Street
SIMULATED CONDITION - ALTERNATIVE TOWER HEIGHT: 135FT (TOP OF BRANCHING) STEALTH MONOPINE

SARATOGA ASSOCIATES

FIGURE C-12C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 8:36 PM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 59.4905" N
73° 42' 42.2363" W
Distance to Tower: 490 Feet



VP40 - 2 Sarles Street

SIMULATED CONDITION - ALTERNATIVE TOWER TYPE: 140FT MONOPOLE (BROWN COLOR)

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information

Date: November 21, 2020
Time: 8:35 PM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

Photo Location:

41° 11' 59.4905" N
73° 42' 42.2363" W

Distance to Tower:

490 Feet

FIGURE C-12D

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



Landscape Architects, Architects,
Engineers, and Planners, P.C.

December 28, 2020

Honorable Chairman and Members of the Planning Board
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

Re: Visual Assessment
Proposed Wireless Telecommunications Facility
180 South Bedford Road
Alternative Tennis Court Location – Not Proposed by Applicants

Dear Honorable Chairman and Planning Board Members:

Saratoga Associates is writing on behalf of Homeland Towers regarding a proposed telecommunications tower and associated equipment at the above referenced address. Saratoga Associates has been retained to address potential visual impacts associated with this project.

The Facility involves the construction of a 140-foot-tall (top of pole) stealth monopine style telecommunications tower with five-foot topping branches bringing the total height to approximately 145 feet above finished grade. The Facility will be located at 41° 11' 58.66" N, 73° 42' 48.55" W. ("Facility site"). The existing ground elevation at the Facility site is approximately 421.5± feet above mean sea level (AMSL). The Facility is located approximately 180 feet south of South Bedford Road (NY Rte. 172) and approximately 500 feet west of Sarles Street. The potential visibility of this proposed Facility is the subject of a Visual Resource Assessment dated December 27, 2020.

The Village of Mount Kisco Planning Board has requested that the applicant evaluate the potential visual impact of the Facility in an alternative location on the same property (aka, "tennis court" location). The alternative location was identified by the Planning Board and is centrally located within the 25.0± acre host property approximately 465 feet south of the proposed position. The alternative location is approximately 650 feet south of South Bedford Road (NY Rte. 172) and approximately 490 feet west of Sarles Street. The alternative location is near the highpoint of the property with the existing ground elevation approximately 526± feet AMSL. **This is approximately 100 feet higher in elevation than the currently proposed location.** The

Village of Mount Kisco Planning Board

December 28, 2020

Page 2 of 6

alternative location is along the outer edge of the area currently under consideration by the Planning Board for construction of a 3.6± acre ground mounted solar energy project.

The following visual analysis compares the visibility of a wireless telecommunications tower at this location with the Facility as currently proposed. As recommended by Planning Board Consultant HDR, this analysis assumes a tower in the alternative location will be a 145-foot-tall (top branching) stealth monopine style facility.

The alternative location is evaluated solely at the request of the Mt. Kisco Planning Board. The alternative location is not available to, or proposed by the applicant.

Viewshed Analysis – Viewshed mapping has been prepared identifying the geographic area within which there is a relatively high probability that some portion of a tower at the alternative location could be visible. This viewshed analysis follows the viewshed methodology as defined in the December 27, 2020 VRA.

Attached figures 1A and 1B identify areas of potential project visibility of the alternative location at a macro scale within the 1-mile study area. Figures 2A and 2B provide a more localized assessment potential visibility at the alternative location within ½ mile of the facility. These figures are attached herein as Exhibit 1. These viewshed maps for the alternative location are directly comparable with viewshed mapping for the proposed Facility contained in Appendix A of the December 27, 2020 VRA.

Of the 2,010 acres within the 1-mile study area, a view of a wireless telecommunications tower at the alternative location is theoretically possible from approximately 34 acres (1.7%); this compares to 18 acres (<1%) for the tower as currently proposed. Of the 502 acres within ½-mile of the Facility, a view of a tower at the alternative location is possible from approximately 14.3 acres (3%); this compares to 2 acres (<0.5%) for the tower as currently proposed.

Importantly, the tower located at the alternative tennis court location is positioned on the top of a locally prominent hill. A tower would be directly visible above local landform and vegetation from vantage points within the heavily visited southern portion of the Marsh Sanctuary as well as the Mount Kisco Chase residential neighborhood. The Facility as proposed is approximately 100 feet lower in elevation and positioned to the north of this local landform. The currently proposed Facility would not be visible from these sensitive areas.

Photo Simulations – Photographic simulations of the 145-foot (top of branching) stealth monopine at the alternative location have been prepared from several key vantage points. Photo simulations were prepared using the same methodology as defined in the December 27, 2020 VRA.

Village of Mount Kisco Planning Board

December 28, 2020

Page 3 of 6

Photo simulations of this alternative are provided in Figures 2-A(1-3), 2-B(1-3), 2-C(1-3) and 2-D(1-3) attached herein as Exhibit 2.

Photo simulations demonstrate that the 145ft (top of branching) stealth monopine in the currently proposed location will be fully screened from vantage points within the Mount Kisco Chase residential neighborhood and the southern portion of the Marsh Sanctuary. The alternative siting of the 145 ft (top of branches) monopine at the tennis court location would stand well above the hilltop tree line and be highly visible from these sensitive viewpoints.

From Leonard Park the Facility, the Facility in the currently proposed location will be visible low on the horizon and viewed within the context of existing commercial buildings adjacent to the park. The alternative siting of the 145 ft (top of branches) monopine at the tennis court location would stand well above the hilltop tree line and be highly visible from Leonard Park.

Thank you for your attention to this matter.

Matthew W. Allen, RLA

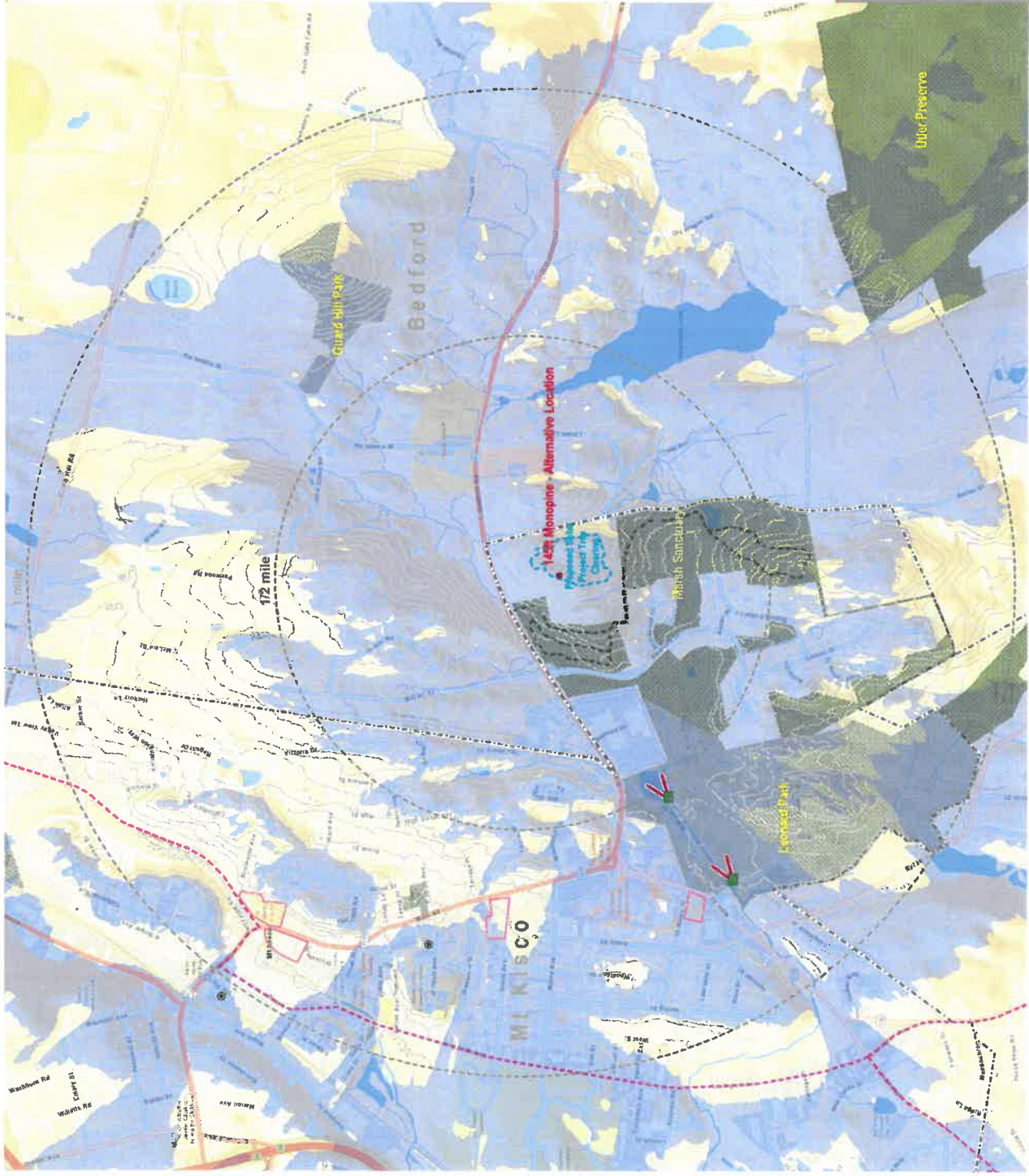
Principal

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.



Exhibit 1
Viewshed Maps
Alternative Tower Location



LEGEND

■ Bare Earth Viewshed Area (145ft Monopole - top of branching)
(includes existing vegetation and structures)

Scenic Resources

- County Preserve
- Municipal Recreation Area
- National Register of Historic Places
- County Preserve
- County Trail System
- National Register of Historic Places
- National Register-eligible Site

Photo Simulation

V

Note: This alternative location analysis is provided solely at the request of the Board. The application currently before the Board is for a 140 foot monopole tower at the primary location only. The land owner has not agreed to allow a facility at the alternative location.

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Bare Earth" condition overlay identifies areas where the proposed telecommunications tower high point may be visible without consideration of the screening effect of existing vegetation or built structures. Bare earth analysis is provided to assist experienced visual analysts identify the maximum potential geographic area within which further investigation is appropriate. This topography-only viewshed map is not representative of project visibility during winter season leaf-off conditions.

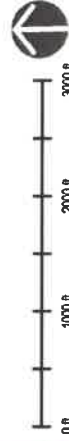


EXHIBIT 1A
ALTERNATIVE LOCATION
PHOTO LOCATION/BARE EARTH VIEWSHED MAP - 1 MILE RADIUS
Visual Resource Assessment
Proposed Telecommunications Tower
Mount Kisco Site (NY172)
160 South Bedford Road
Mount Kisco, NY 10594



HOMELAND TOWERS

Land Cover Viewshed Area (145ft Monopine - top of branching)
(Includes existing vegetation and structures)

County Preserve
Municipal Recreation Area
Municipal Recreation Area
National Register of Historic Places S
County Preserve
County Trail System
National Register of Historic Places S
National Register-eligible Site

 \geq

Note: This alternative location analysis is provided solely at the request of the Board. The application currently before the Board is for a 140 foot tall monopole tower at the primary location only. The land owner has not agreed to allow a facility at the alternative location.

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewed area includes the screening effect of intervening vegetation and buildings. Vegetated areas and buildings were manually digitized from 2016 one-foot resolution digital orthom imagery. All digitized tree cover is assumed to be 60 feet tall and all digitized buildings are assumed to be 25 feet tall.

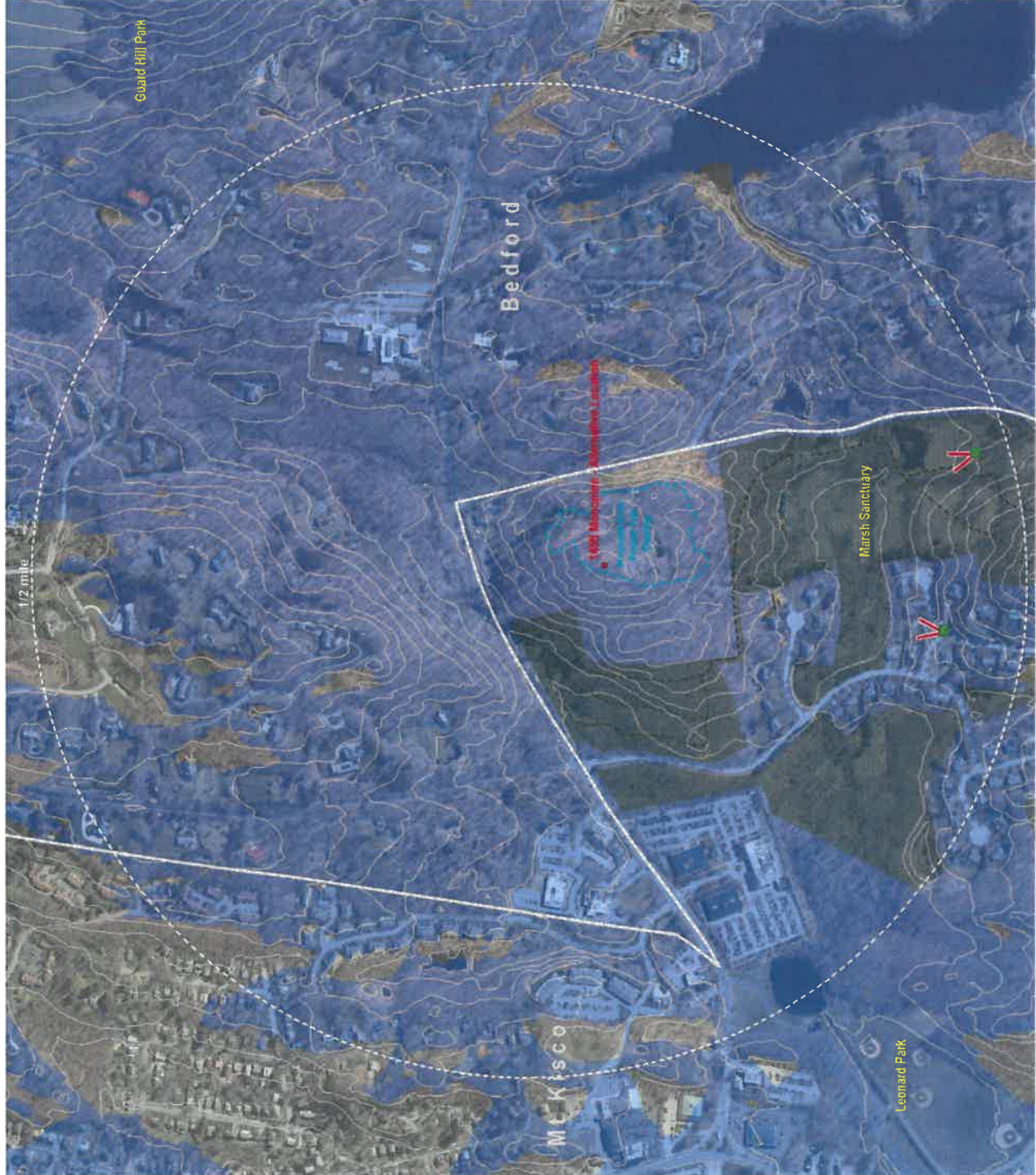


EXHIBIT 18
ALTERNATIVE LOCATION
PHOTO LOCATION AND COVER VIEWSHED MAP - 1 MILE RADIUS
Visual Resource Assessment

Proposed Telecommunications Tower



HOMELAND TOWERS




LEGEND

 Bare Earth Viewshed Area (145ft Monopole - top of branching)
(includes existing vegetation and structures)

Scenic Resources

-  County Preserve
-  Municipal Recreation Area
-  Municipal Recreation Area
-  National Register of Historic Places
-  County Preserve
-  County Trail System
-  National Register of Historic Places
-  National Register-eligible Site

 Photo Simulation

Note: This alternative location analysis is provided solely at the request of the Board. The application currently before the Board is for a 140 foot tall monopole tower at the primary location only. The land owner has not agreed to allow a facility at the alternative location.

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Bare Earth" condition overlay identifies areas where the proposed telecommunications tower high point may be visible without consideration of the screening effect of existing vegetation or built structures. Bare earth analysis is provided to assist appropriate visual analysis identify the maximum potential geographic area within which further investigation is appropriate. This topography-only viewshed map is not representative of project visibility during winter season leaf-off conditions.



EXHIBIT 1C:
ALTERNATIVE LOCATION
PHOTO LOCATION/FARE EARTH VIEWSHED MAP - 1/2 MILE RADIUS

Visual Resource Assessment

**Proposed Telecommunications Tower**
Mount Pleasant, NY 11773
180 South Bedford Road
Mount Pleasant, NY 10554

HOMELAND TOWERS



LEGEND

Land Cover Viewshed Area (top of branching)
(includes existing vegetation and structures)

Scenic Resources

- County Preserve
- Municipal Recreation Area
- National Register of Historic Places Site
- County Preserve
- County Trail System
- National Register of Historic Places Site
- National Register-eligible Site

Photo Simulation

Note: This alternative location analysis is provided solely at the request of the Board. The application currently before the Board is for a 140 foot tall monopole tower at the primary location only. The land owner has not agreed to allow a facility at the alternative location.

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. Vegetated areas and buildings were manually digitized from 2016 one-foot resolution digital orthophotography. All digitized tree cover is assumed to be 80 feet tall and all digitized buildings are assumed to be 25 feet tall.



EXHIBIT 10
ALTERNATIVE LOCATION
PHOTO LOCATION/LAND COVER VIEWSHED MAP - 1/2 MILE RADIUS

Visual Resource Assessment

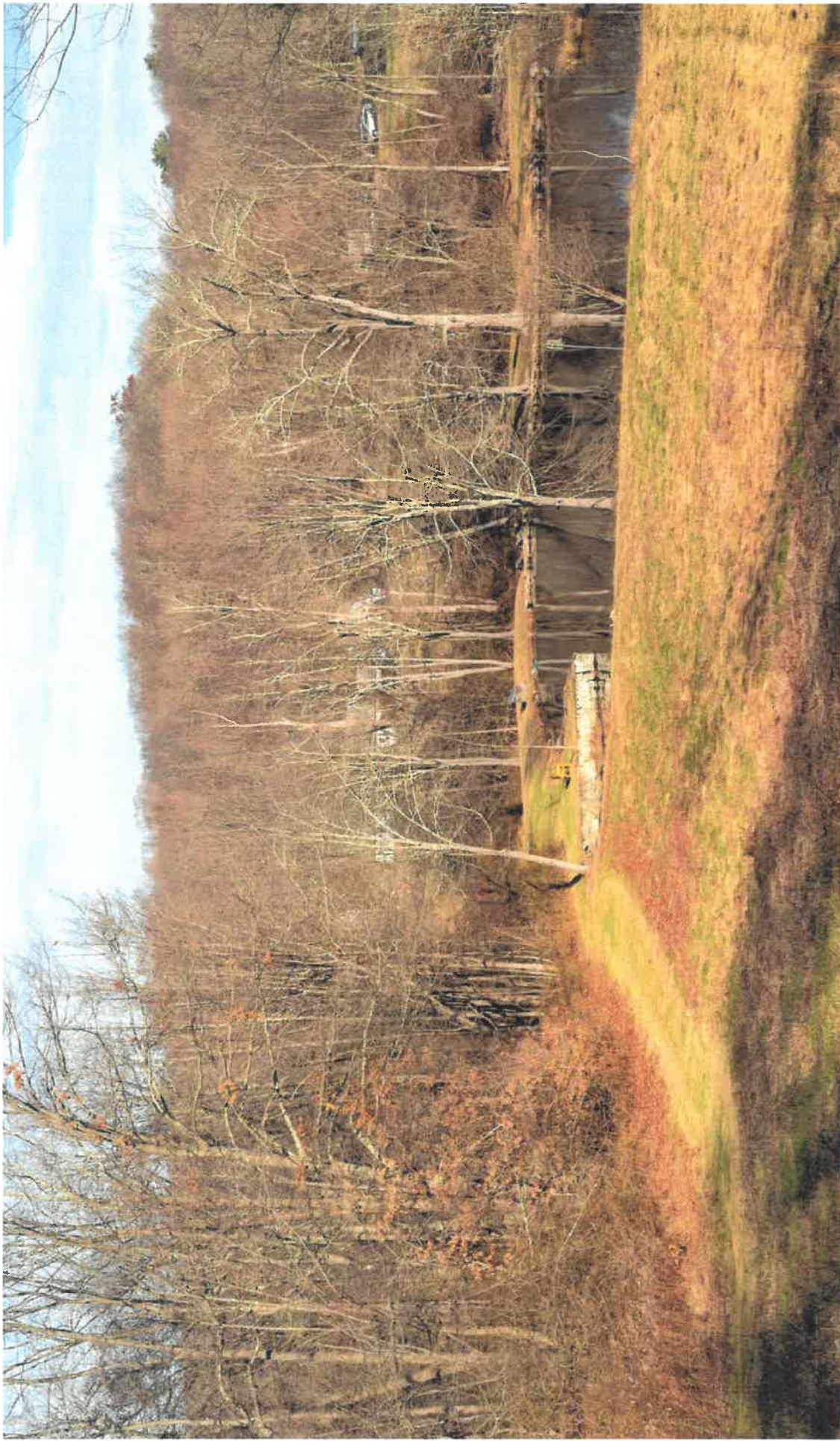
Proposed Telecommunications Tower

Mount Pleasant Site (NY 172)
180' South Bedford Road
Bedford, New York 14050



HOMELAND TOWERS

Exhibit 2
Photo Simulations
Alternative Tower Location



VP02 - Marsh Sanctuary - Purple Trail
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 9:47 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location:
41° 11' 34.6704" N
73° 42' 39.4416" W
Distance to Tower:
2,510 Feet

FIGURE 2-1A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



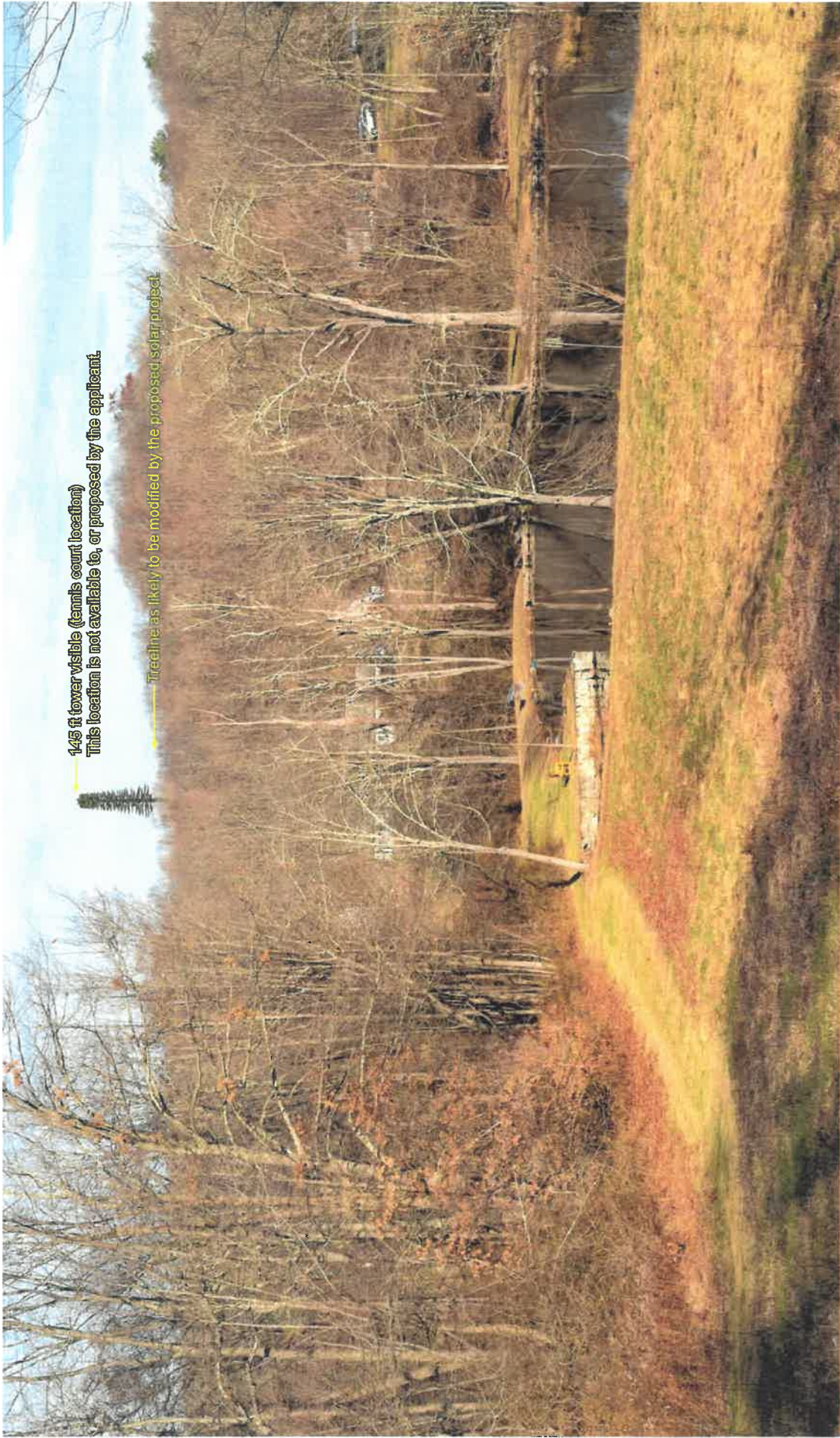
VP02 - Marsh Sanctuary - Purple Trail
SIMULATED CONDITION - PROPOSED 145FT (TOP OF BRANCHES) MONOPINE

SARATOGA ASSOCIATES

FIGURE 2-1B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 9:47 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII

Photo Location: 41° 11' 34.4704" N
73° 42' 39.4416" W
Distance to Tower: 2,510 Feet



145 ft tower visible (tennis court location)
This location is not available to, or proposed by the applicant.

Treeline as likely to be modified by the proposed solar project

VP02 - Marsh Sanctuary - Purple Trail

SIMULATED CONDITION - HYPOTHETICAL TOWER LOCATION (TENNIS COURT SITE) - 145FT (TOP OF BRANCHES) MONOPINE

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 16 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information
Date: November 21, 2020
Time: 9:47 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II
Photo Location: 41° 11' 34.6704" N
73° 42' 39.4416" W
Distance to Tower: 2,510 Feet

FIGURE 2-1C

PHOTO SIMULATIONS

180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

SARATOGA
ASSOCIATES



VP22 - Leonard Park Near Ball Fields
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 11:29 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

41° 11' 36.1680" N
73° 43' 29.9028" W
Distance to Tower: 3,890 Feet

SARATOGA
ASSOCIATES



VP22 - Leonard Park Near Ball Fields
SIMULATED CONDITION - PROPOSED 145FT (TOP OF BRANCHES) MONOPINE

SARATOGA ASSOCIATES

FIGURE 2-2B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information
Date: November 21, 2020
Time: 11:29 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II
Photo Location: 41° 11' 36.1580" N
73° 43' 29.9028" W
Distance to Tower: 3,890 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP22 - Leonard Park Near Ball Fields
SIMULATED CONDITION - HYPOTHETICAL TOWER LOCATION (TENNIS COURT SITE) - 145FT (TOP OF BRANCHES)

SARATOGA ASSOCIATES

PHOTO SIMULATIONS
**180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK**

FIGURE 2-2C

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photo Location: 41° 11' 36.1680" N
73° 43' 29.9028" W
Distance to Tower: 3,890 Feet

Photograph Information
Date: November 21, 2020
Time: 11:29 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II



VP23- Leonard Park near Tea House
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 11:33 AM
Focal Length: 50 mm
Camera: Canon EOS 6D MarkII
Photo Location: 41° 11' 42.9148" N
73° 43' 18.3046" W
Distance to Tower: 2,780 Feet

FIGURE 2-3A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



VP23- Leonard Park near Tea House
SIMULATED CONDITION - PROPOSED 145FT (TOP OF BRANCHES) MONOPINE

SARATOGA ASSOCIATES

PHOTO SIMULATIONS
**180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK**

FIGURE 2-3B

Photograph Information	Photo Location:	41° 11' 42.9148" N 73° 43' 18.3045" W
Date:	November 21, 2020	Distance to Tower:
Time:	11:33 AM	2,780 Feet
Focal Length:	50 mm	
Camera:	Canon EOS 6D Mark II	

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 16 inches from the reader's eye when printed on 11"x17" paper.



145 ft tower visible (tennis court location).
This location is not available to or proposed by the applicant.

VP23- Leonard Park near Tea House
SIMULATED CONDITION - HYPOTHETICAL TOWER LOCATION (TENNIS COURT SITE) - 145FT (TOP OF BRANCHES) MONOPINE

SARATOGA ASSOCIATES

FIGURE 2-3C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

Photograph Information		Photo Location:	41° 11' 42.9148" N 73° 43' 18.3046" W
Date:	November 21, 2020	Distance to Tower:	2,780 Feet
Time:	11:33 AM		
Focal Length:	50 mm		
Camera:	Canon EOS 6D MarkII		

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.



VP25- Rolling Ridge Court at Austin Drive
EXISTING CONDITION PHOTOGRAPH

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES

Photograph Information
Date: November 21, 2020
Time: 11:46 AM
Focal Length: 50 mm
Camera: Canon EOS 6D Mark II

Photo Location: 41° 11' 36.4128" N
73° 42' 51.7932" W
Distance to Tower: 2,260 Feet

FIGURE 2-4A
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK



FIGURE 2-4B
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

VP25- Rolling Ridge Court at Austin Drive
SIMULATED CONDITION - PROPOSED 145-FT (TOP OF BRANCHES) MONOPINE

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information			
Date:	November 21, 2020	Photo Location:	41° 11' 36.4128" N 73° 42' 51.7932" W
Time:	11:46 AM	Distance to Tower:	2,260 Feet
Focal Length:	50 mm		
Camera:	Canon EOS 6D Mark II		



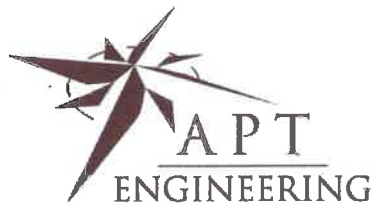
VP25- Rolling Ridge Court at Austin Drive
SIMULATED CONDITION - HYPOTHETICAL TOWER LOCATION (TENNIS COURT SITE) - 145FT (TOP OF BRANCHES) MONOPINE

SARATOGA ASSOCIATES

FIGURE 2-4C
PHOTO SIMULATIONS
180 SOUTH BEDFORD ROAD
MT. KISCO, NEW YORK

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information		Photo Location:	
Date:	November 21, 2020	41° 11' 36.4128" N	
Time:	11:46 AM	73° 42' 51.7932" W	
Focal Length:	50 mm	Distance to Tower:	
Camera:	Canon EOS 6D MarkII	2,260 Feet	



Honorable Chairman
and Members of the Planning Board
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

December 18, 2020

RE: Homeland Towers Site Name: Mt. Kisco NY172
180 S. Bedford Road
Mt. Kisco, NY 10594
Response to Comments

Honorable Chairman and Members of the Board:

Please see the below responses to the comments (in red) from the David Hughes comment letter dated October 6, 2020:

Hughes Comments:

- Comment 1:** Ingress to the site is only “one directional”. Fire trucks are only able to access site while heading east on S. Bedford Road. Applicant should demonstrate that fire apparatuses are able to access site coming from both directions, east and west.
An Aerial Fire Truck (largest fire vehicle – worst case scenario) will only be able to access the site traveling from the west (Village of Mt. Kisco) going in the east bound direction. In order for an Aerial Fire Truck to be able to make the turn into the site without maneuvering from the east direction (Town of Bedford) the embankment located to the east of the existing driveway would need to be excavated approximately 25’ from the driveway, which would create a significantly large driveway apron onto a State road. All other pertinent fire vehicles will be able to access the site from both directions off S. Bedford Road.
- Comment 2:** Applicant should demonstrate that fire apparatuses are able to access site to within a reasonable distance without blocking the only access road. Existing access roads are too narrow and turns appear to be too sharp.
A Fire Truck Turning Plan (Drawing FD-1) has been provided showing that the largest fire vehicle (Aerial Fire Truck – worst case scenario) will be able to access the site with minor modifications to the existing access driveway.
- Comment 3:** Compound facility turn-around appears too small for a fire apparatus to be able to turn around and not have to back out the entire way to S. Bedford Road.
A Fire Truck Turning Plan has been provided (Drawing FD-1) showing that the largest fire vehicle (Aerial Fire Truck – worst case scenario) will be able to turn around and not have to back out the entire way to S. Bedford Road.
- Comment 4:** Parking areas for incoming fire apparatuses and staging areas should be able to accommodate, at a minimum: one tanker truck, one fire pumper trucker, two 15ft X 15ft pools on a level surface and an area for additional arriving firefighters. Area should be large enough to enable tanker truck to swap during a fire.
The drawings have been revised to show additional space for fire apparatuses and the required “pools (see Drawing FD-1). It should be noted that these revisions will increase the disturbance of steep slopes (over 20%) to 7,436 sf and the number of trees to be removed to 50 trees.

APT ENGINEERING

☐ 567 VAUVHALL STREET EXTENSION, SUITE 311 · WATERFORD, CT 06385 · PHONE 860-663-1697 · FAX 860-663-0935

☐ P.O. BOX 504 · 116 GRANDVIEW ROAD · CONWAY, NH 03818 · PHONE 603-496-5853 · FAX 603-447-2124

Comment 5: Applicant should demonstrate that the access roads and staging areas are designed to support fire apparatuses.

The proposed gravel access driveway and staging areas have been designed to accommodate fire vehicles. The Applicant is in the process of engaging a Geotechnical Engineer to perform "corings" on the existing access driveway to determine the suitability for fire vehicle traffic. The Applicant agrees to upgrade the driveway if it is determined that will be required.

Misc. Items:

- The two existing trees that are located on the east side of the existing driveway in the proximity to the adjacent property (2 Sarles Street – Owner: Pietrobono) will not be removed as part of this development and are shown to be protected during construction (Drawing LS-1).
- As a result of the meeting with the engineers preparing the proposed Solar Facility the drawings will be updated to include the applicable coordinated design elements. Those updated drawings will be submitted on January 19, 2021.
- There are no changes planned in the location of the existing driveway apron and/or the existing Marsh Sanctuary surface stormwater runoff therefore, DEP approval will not be required.

Should you have any questions, please do not hesitate to call me at (860) 663-1697 x206.

Sincerely,

APT Engineering

A handwritten signature in blue ink, appearing to read "Robert C. Burns", with a long horizontal flourish extending to the right.

Robert C. Burns, P.E.
Program Manager

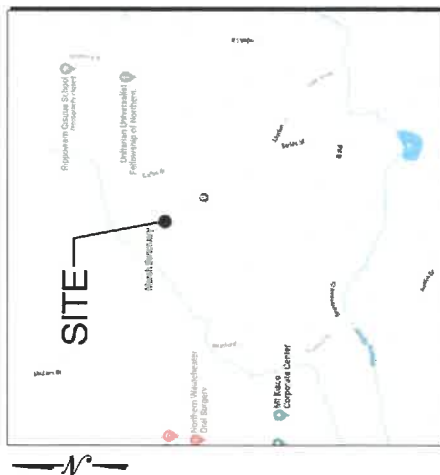


WIRELESS TELECOMMUNICATIONS FACILITY

MOUNT KISCO

180 S. BEDFORD RD.

MT. KISCO, NY 10594



LOCATION MAP

OWNER:
SKULL ISLAND PARTNERS LLO
C/O DAVID SELDIN
1671 OCEANVIEW DRIVE
TIERRA VERDE, FL 33715-2638

APPLICANTS:
HOMELAND TOWERS, LLC
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810
KLAUS WIMMER
CONC. 962.6346

SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NY 10581
(914) 333-0700

POWER PROVIDER:
CONEDISON: (800) 752-6833

TELCO PROVIDER:
VERIZON (914) 890-0200

DIG SAFELY NEW YORK:
(800) 982-7962

GOVERNING CODES:
2020 NEW YORK STATE UNIFORM
FIRE PREVENTION & BUILDING CODE
NATIONAL ELECTRIC CODE
TIA-222-H

DRAWING INDEX

T-1 TITLE SHEET & INDEX

- OF 2 ASUTTERS PLAN
OF 2 PARTIAL EXISTING CONDITIONS SURVEY
R-1 500' RADIUS MAP & PROPERTY OWNERS
TR-1 1,600' TOWER RADIUS MAP
SP-1 SITE PLAN
SP-2 PARTIAL SITE PLAN
SP-3 PARTIAL SITE PLAN
CP-1 COMPOUND PLAN

A-1 - A-3 ELEVATIONS & ALTERNATE MONOPOLE ELEVATIONS

- EC-1 EROSION CONTROL NOTES & DETAILS
EC-2 EROSION CONTROL DETAILS
C-1 VERIZON EQUIPMENT PLAN & DETAILS
C-2 VERIZON ANTENNA PLAN & DETAILS
C-3 SITE DETAILS
C-4 VERIZON EQUIPMENT LIGHTING DETAILS
SS-1 STEEP SLOPE PLAN
LS-1 LANDSCAPING & TREE PROTECTION PLAN
FD-1 FIRE TRUCK TURNING PLAN

SITE INFORMATION

PROJECT LOCATION: 180 S. BEDFORD RD.,
MT. KISCO, NY 10594

PROJECT DESCRIPTION: RAWLAND SITE W/ GROUND EQUIPMENT WITHIN 2,542± SF TELECOMMUNICATIONS COMPOUND W/ NEW 140± AGL MONOPINE.

PROPERTY DEVELOPER: HOMELAND TOWERS, LLC

9 FAIRMONT STREET
2ND FLOOR
DANBURY, CT 06810

DEVELOPER CONTACT: KLAUS WIMMER
(203) 287-8345

ENGINEER CONTACT: ROBERT C. BURNS, P.E.
(850) 653-1697 x204

LATITUDE: 41° 11' 58.66"N
LONGITUDE: 73° 42' 48.55"W
ELEVATION: 428± AMSL

CTION: 80,44
BLOCK: 1
LOT: 1
ZONE: CO-C

LOI: 1
ZONE: CD - CONSERVATION DEVELOPMENT DISTRICT

NO	DATE	REVISION
1	08/13/20	FOR REVIEW: RCB
2	08/14/20	CLIENT REVIEW: RCB
3	01/03/21	FORMS COMPLETED: RCB
4	02/02/21	FORMS COMPLETED: RCB

DESIGN PROFESSIONALS OF RECORD

PROF. SCOTT M. CHASSE P.E.
COMP. APT ENGINEERING
587 VALTHALL STREET
EXTENSION - SUITE 311
WATERBURY, CT 06385

DEVELOPER: HOMELAND TOWNS, LLC

NOTE:
2ND FLOOR
DANBURY, CT 06810

DATE:	08/13/20	UNLAWN BY:	CSM
APPT FILING NUMBER: WT283820			
SITE: 100 S. BEDFORD RD.			
ADDRESS: MT. KISCO, NY 10954			
HOMELAND TOWERS MOUNT KISCO			

SHEET TITLE:

**TITLE SHEET
& INDEX**



HomeLand Towers, LLC
 9 HAWKINS STREET
 2ND FLOOR
 DANBURY, CT 06810
 (203) 755-2225

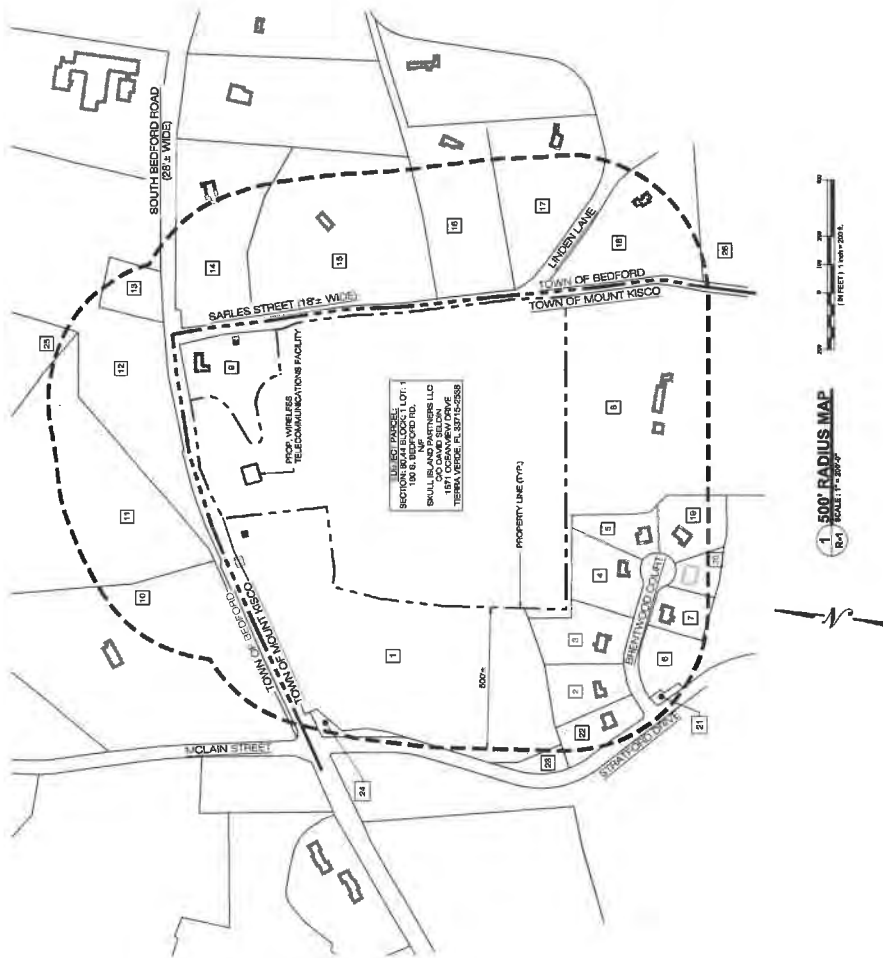
verizon
 4 CENTERCROCK ROAD
 WEST NYACK, NY 10984

APT ENGINEERING
 807 NATIONAL STREET EXTENSION - SUITE 111
 DANBURY, CT 06810
 WWW.APTENGINEERING.COM FAX (203) 755-2225

PREPARED BY: **APT ENGINEERING**
 DATE: **10/15/2014**
 PROJECT: **500' RADIUS MAP & PROPERTY OWNERS**
 SHEET: **R-1**

DRAWN BY: **CSH**
 CHECKED BY: **TGB**

MAP ID	SECTION	BLOCK	LOT	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS
1	83.11	2	1	134 S. BEDFORD RD.	HILBERT PRESERVE INC.	71 SABLES ST. MOUNT KISCO, NY 10959
2	83.11	2	2	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
3	83.11	2	3	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
4	83.11	2	4	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
5	83.11	2	5	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
6	83.11	2	6	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
7	83.11	2	7	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
8	83.11	2	8	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
9	83.11	2	9	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
10	83.11	2	10	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
11	83.11	2	11	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
12	83.11	2	12	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
13	83.11	2	13	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
14	83.11	2	14	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
15	83.11	2	15	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
16	83.11	2	16	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
17	83.11	2	17	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
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22	83.11	2	22	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
23	83.11	2	23	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959
24	83.11	2	24	1 MOUNT KISCO RD.	MONTELLA, NICHOLA & MADON	1 MOUNT KISCO RD. MOUNT KISCO, NY 10959



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**TOWER TO BE DESIGNED TO SUPPORT
FUTURE MUNICIPAL ANTENNAS.**

[illegible]

**TOWER TO BE DESIGNED TO SUPPORT
FUTURE MUNICIPAL ANTENNAS**

[illegible]

HOME LAND TOWERS, LLC
 9 HAVEN STREET
 DANBURY, CT 06810
 (203) 253-6556

verizon
 4 CENTERCROSS ROAD
 WEST YACK, NY 10884

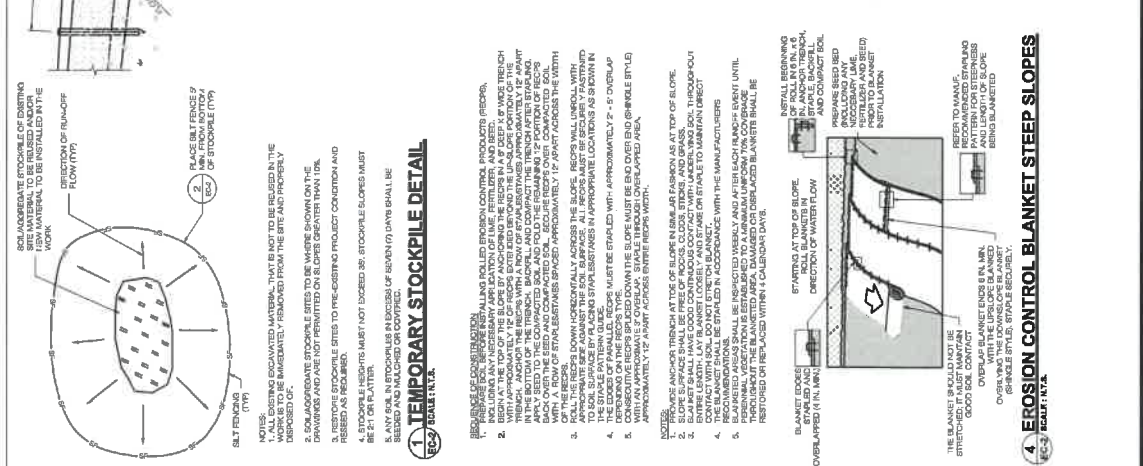
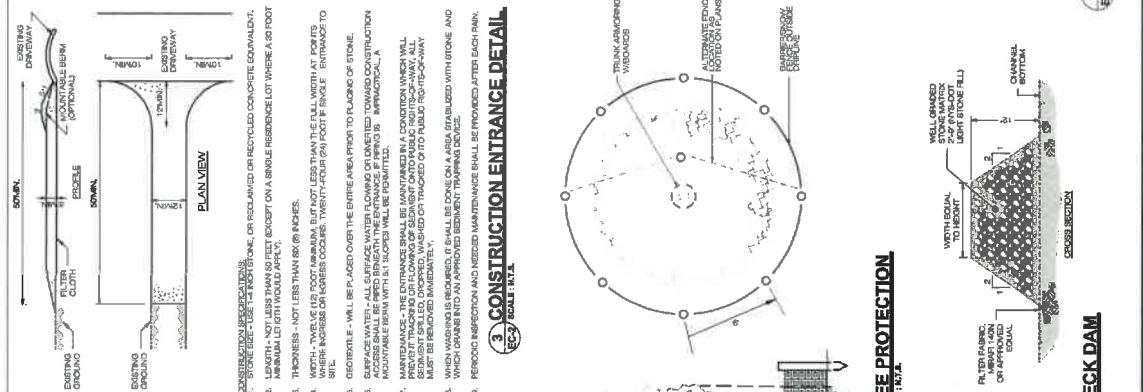
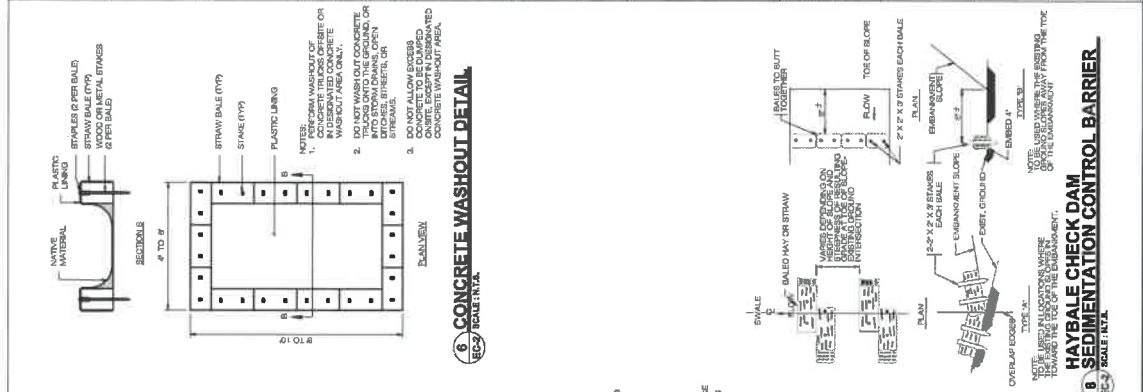
APT ENGINEERING
 887 VANDERBILT STREET, SUITE 111
 WATERBURY, CT 06705
 (203) 755-1111

PROJECT INFORMATION
 PROJECT NAME: **EROSION CONTROL**
 PROJECT NUMBER: **EC-2**
 PROJECT LOCATION: **1000 HAVEN STREET, DANBURY, CT 06810**
 PROJECT DATE: **10/1/2010**
 PROJECT STATUS: **IN PROGRESS**

DESIGN PROFESSIONAL OF RECORD
 PROJECT CHARGE: **P.E.**
 PROJECT NUMBER: **1000 HAVEN STREET, DANBURY, CT 06810**
 PROJECT DATE: **10/1/2010**
 PROJECT STATUS: **IN PROGRESS**

DEVELOPER: HOME LAND TOWERS, LLC
 ADDRESS: **1000 HAVEN STREET, DANBURY, CT 06810**
 PROJECT CHARGE: **P.E.**
 PROJECT NUMBER: **1000 HAVEN STREET, DANBURY, CT 06810**
 PROJECT DATE: **10/1/2010**
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NOTE:
 1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE EROSION CONTROL MANUAL, 4TH EDITION, 1995, PUBLISHED BY THE NATIONAL SEDIMENTATION SOCIETY.
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1 EQUIPMENT AREA PLAN
C-1 SCALE: 1/4" = 1'-0"

2 EQUIPMENT DETAILS
C-1 SCALE: 1/4" = 1'-0"

3 GPS MOUNT
C-1 SCALE: 1/4" = 1'-0"

4 PIPE BASE PLATE
C-1 SCALE: 1/4" = 1'-0"

5 EMERGENCY NOTICE SIGN
C-1 SCALE: 1/4" = 1'-0"

6 EQUIPMENT PAD
C-1 SCALE: 1/4" = 1'-0"

7 CABLE BRIDGE & COAX HANGER DETAIL
C-1 SCALE: 1/4" = 1'-0"

8 DIESEL GENERATOR SCHEMATICS
C-1 SCALE: 1/4" = 1'-0"

9 CANOPY SUPPORT
C-1 SCALE: 1/4" = 1'-0"

10 CANOPY LIGHTING
C-1 SCALE: 1/4" = 1'-0"

11 CANOPY VENT
C-1 SCALE: 1/4" = 1'-0"

12 CANOPY DOOR
C-1 SCALE: 1/4" = 1'-0"

13 CANOPY WINDOW
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14 CANOPY ROOF
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15 CANOPY FLOOR
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16 CANOPY WALL
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17 CANOPY CEILING
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18 CANOPY EXTERIOR FINISH
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19 CANOPY INTERIOR FINISH
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20 CANOPY INSULATION
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21 CANOPY SEALING
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22 CANOPY FASTENING
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24 CANOPY OPTIONS
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25 CANOPY NOTES
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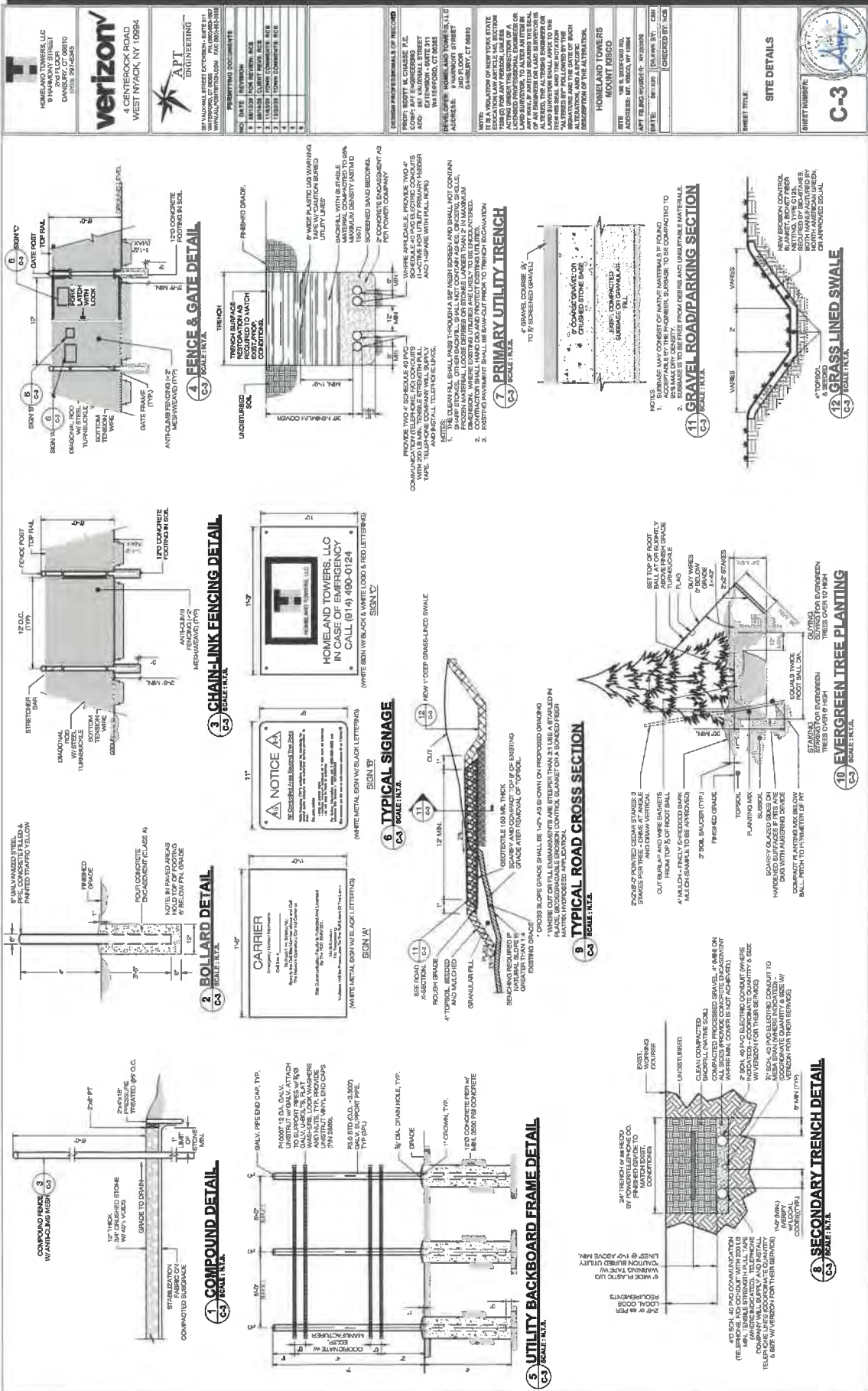
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116 CANOPY CONTACTS
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117 CANOPY REVISIONS

[illegible]



3 LIGHTING SPILL PLAN
C-4 SCALE: 1" = 10'

[illegible]

HOMELAND TOWERS, LLC
 9 HAWKINS STREET
 DANBURY, CT 06810
 TEL: 203-251-4345

verizon
 4 CENTERCROCK ROAD
 WEST NYACK, NY 10984

APT ENGINEERING
 107 NATIONAL STREET EXTENSION - SUITE 111
 WATERBURY, CT 06705
 TEL: 203-251-4345

PROJECT NO. 10011320
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 PROJECT LOCATION: 10011320

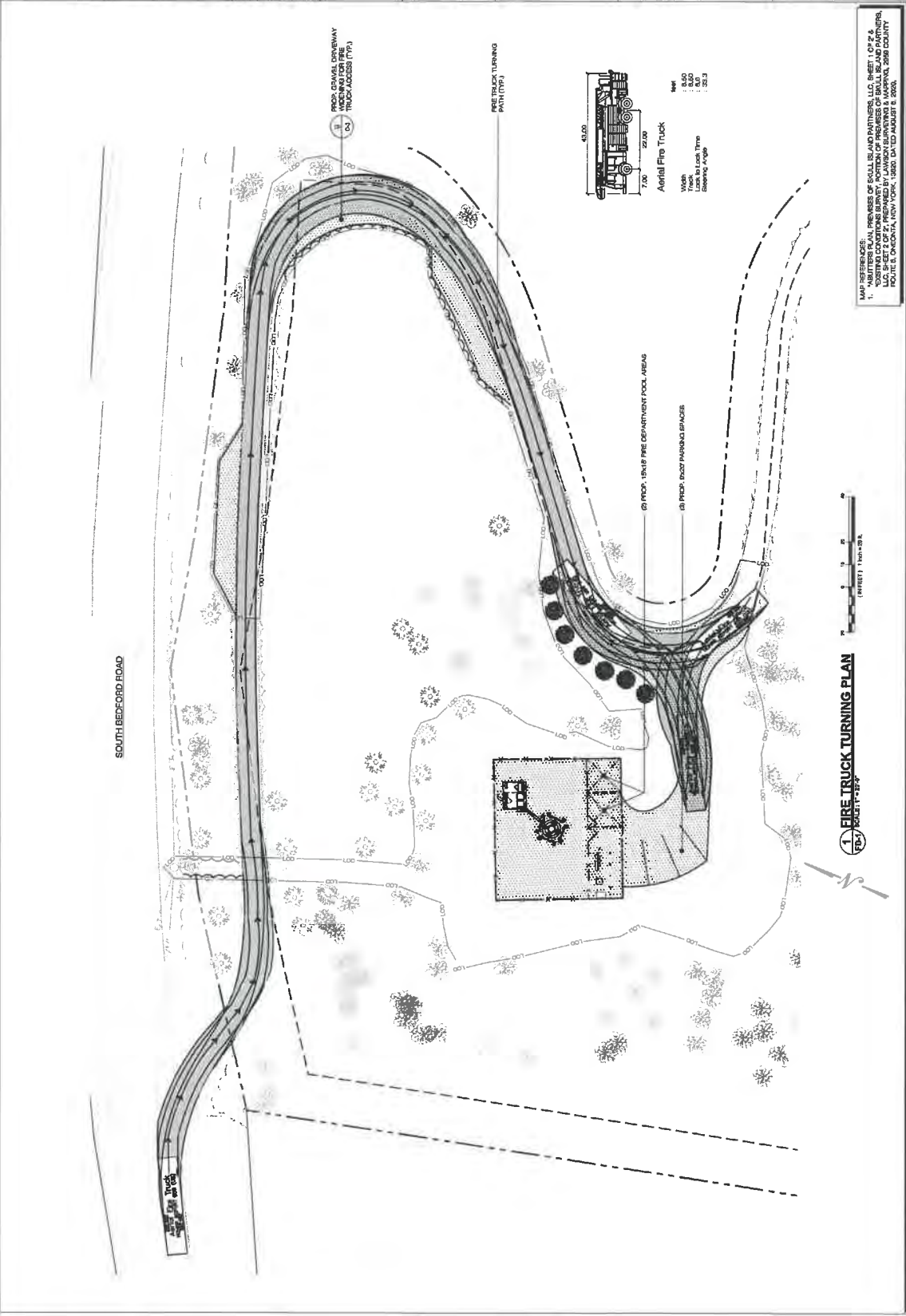
DESIGN PROFESSIONAL'S OF RECORD
 NAME: APT ENGINEERING
 ADDRESS: 107 NATIONAL STREET EXTENSION - SUITE 111
 WATERBURY, CT 06705
 TEL: 203-251-4345

DEVELOPER: HOMELAND TOWERS, LLC
 ADDRESS: 9 HAWKINS STREET
 DANBURY, CT 06810

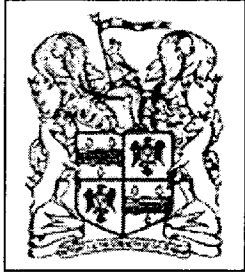
NOTE: THE DESIGN OF THIS PROJECT IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

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 ADDRESS: 10011320
 DATE: 06/15/2010
 CHECKED BY: KCB

SHEET NUMBER: FD-1



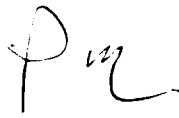
MAP REFERENCES:
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 2. "HOMELAND TOWERS, LLC, SHEET 2 OF 2"
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 96. "HOMELAND TOWERS, LLC, SHEET 96 OF 96"
 97. "HOMELAND TOWERS, LLC, SHEET 97 OF 97"
 98. "HOMELAND TOWERS, LLC, SHEET 98 OF 98"
 99. "HOMELAND TOWERS, LLC, SHEET 99 OF 99"
 100. "HOMELAND TOWERS, LLC, SHEET 100 OF 100"



Village/Town of Mount Kisco Building Department
104 Main Street
Mount Kisco, New York 10549
Ph. (914) 864-0019-fax (914) 864-1085

MEMORANDUM

TO: Honorable Chairman Hertz and Members of the Mount Kisco Planning Board

FROM: Peter J. Miley, Building Inspector 

SUBJECT: NY Luxury Motors of Mount Kisco, INC.
299 Kisco Avenue, Property ID #69.49-2-1

DATE: September 1, 2020

PROJECT

Proposed is a new building design for the 9,463 square ft. Jaguar/Land Rover dealership which includes showrooms, sales offices, service advisor areas, and other incidental areas to support the dealership. No maintenance or service/repairs will be performed at the proposed location. A separate four-car drop off area (adjacent to the service writers) is proposed which will be utilized to accept vehicles for service however, they will be driven to another location for service that is not located in Mount Kisco.

ZONING

The property is located in GC (General Commercial) Zoning district.

Pursuant to the Village/Town of Mount Kisco Code §110-25 C. Development Regulations:

- (3). Maximum development coverage is 75%, proposed is 76.7% therefore; a maximum development coverage variance of 1.7% is required.
- The proposed trash enclosure is located in the northeast corner along Holiday Inn Drive. Pursuant to Village/Town of Mount Kisco Code §110-30 D. Trash compactors, dumpsters, and other large trash containers and; Chapter 110. Zoning Article V. Supplementary Regulations § 110-31. Supplementary development regulations.
G. Accessory structures. (1) No accessory structure, except a sign for which a permit, pursuant to Chapter 89 of this Code, has been granted and which is erected pursuant to a site plan approved by the Planning Board, shall be located or project nearer to any street line or side lot line than does the principal structure on the lot. Proposed dumpster is located in the side yard, closer to the side-yard property line than is the principle building and therefore; a variance is required however, no dimensions are provided.

COMMENTS

- The proposed building is located within the 100 ft. wetland buffer. The lot, specifically the parking area located northeast is in the AE Flood Zone therefore; A Flood Development Permit and Elevation Certificate is required.
- The architectural plans A201a indicated a service department shop and support. Space counts are different than what is proposed on the site plan.
- Compliance to the extent regulated by Village/Town of Mount Kisco Code Chapter 66 Flood Damage Prevention is required.
- The property falls within the Village/Town of Mount Kisco's Designated Main Street Area.

APPROVALS REQUIRED

1. Site Plan Approval
2. Wetlands Permit
3. Zoning Board of Appeals approval
4. Architectural Review Board approval

The Building Department defers to the Village Engineer and Planner for other approvals including, but not limited to: Wetland/DEC – DEP, Army Corp., FEMA, NYS, and BOH.

December 29, 2020

By Electronic & Hand Delivery

Harold Boxer, Esq.
Chairman of the Mt. Kisco Zoning Board of Appeals
And Members of the Zoning Board
104 Main Street
Mount Kisco, New York 10549

**Re: NY Luxury Motors of Mt. Kisco, Inc. – New Car Dealership
299 Kisco Avenue (the “Property”)
Application for Area Variances (the “Application”) (ZBA 18-17)¹**

Dear Chairman Boxer and Members of the ZBA:

Our firm represents NY Luxury Motors of Mt. Kisco, Inc. c/o AutoNation, Inc. (“Applicant” or “AutoNation”) in connection with its proposed re-use and redevelopment of the Property to include the construction of a new dealership for Jaguar and Land Rover brands (the “Project”). The Village of Mount Kisco (“Village”) Planning Board granted Site Plan Approval for the Project at its November 24, 2020 meeting, subject to the Applicant obtaining certain variances and other necessary approvals before a building permit can be issued. AutoNation received approval from the Mount Kisco Architectural Review Board (ARB) on December 22, 2020.

¹ Auto Nation previously submitted an application for variances to your Board in December 2018 for both the Property and a proposed related service facility at 41 Kensico Drive. That application did not advance very far at the time, and after a strategic pause, AutoNation recently restarted its Application for Site Plan approval in September 2020 for the 299 Kisco Avenue site only, removing the 41 Kensico Drive location. (The service facility will now be located in the Town of Bedford at 17 Norm Avenue). Village Staff directed the Applicant to utilize the file number from the earlier 2018 variance application for 299 Kisco Avenue with this application.

In order to complete the approval process, the Applicant now seeks the following two area variances (the “Variances”) from your Board in connection with the Application:

- Area Variance as to the coverage requirement identified in Zoning Code Section 110-25(C)(3). The Site Plan proposes a development coverage of 76.7%, therefore requesting a 1.7% development coverage variance. This is a significant overall reduction in the existing coverage, which is currently approximately 89.4%.
- Area Variance as to the accessory structure setback requirement identified in Zoning Code Sections 110-30(D) and 110-31(G)(1). The Site Plan proposes a trash enclosure located in the northeast corner of the Property along Holiday Inn Drive. Zoning Code Section 110-31(G)(1) provides that “no accessory structure . . . shall be located [] nearer to any street line or side lot line than does the principal structure on the lot.” The proposed trash enclosure is located in the side yard and set back 23.5 feet from the northern lot line, whereas the principal building is set back 65.1 feet from the lot line. Therefore a variance of 41.6 feet is requested.

We submit that granting these modest Variances will not result in an undesirable or adverse impact on the surrounding neighborhood.² As stated above, the proposed changes to the Property will actually improve the existing site conditions with regards to the amount of impervious surface and landscaping. Moreover, any potential visual impact from the trash enclosure is minimized by the location of the enclosure on the northeast edge of the property which abuts the on-ramp for the northbound Saw Mill Parkway. The trash enclosure will be located several hundred feet back from, and thus barely visible to drivers on, Kisco Avenue, and the Applicant’s proposed 10-foot wide landscaped buffer along Holiday Inn Drive will adequately screen the enclosure along the east side of the Property. Accordingly, this Board should grant the requested variances.

The Property

The Property is located in the Village’s General Commercial (GC) Zoning District, which has a 75% limit on impervious surface coverage. (See Mt. Kisco Zoning Code Section 110-25). The existing dealership building was built so that nearly 90% of the dealership property is covered in impervious surface. Aesthetic conditions at the existing dealership are antiquated and have not been improved in years.

The proposed Project will significantly improve the aesthetics along Kisco Avenue and Holiday Inn Drive. The new building will feature a modern façade, following the latest Jaguar Land Rover branding. The Applicant is proposing significantly less impervious surface than existing conditions, as well as substantial improvements to the landscaping in the front and sides of the Property. The design of the dealership will also make the parking areas on the Property far

² Respectfully, we request that this letter serve as Applicant’s notice of appeal for the Variances, as well as the statement of principal points described in the Village Zoning Board Application Procedures.

less visible. To accomplish this, the new building will be positioned and concentrated further west on the Property along the Kisco Avenue frontage, while parking will be placed in the rear of the building towards the eastern portion of the Property.

Vehicular circulation has been significantly improved by removing one curb cut from Kisco Avenue. This improvement was made possible by moving the service drop-off area to the southern side of the proposed dealership building as compared to the previous version of the plan. The one-way drive aisle will direct customers to the new service drop-off areas or to the parking area behind the building. (Vehicles will then be driven by staff to the service location at 17 Norm Avenue). The one-way drive aisle also provides the added benefit of directing all exiting vehicles onto Holiday Inn Drive to the signalized intersection.

The Requested Variances Would Not Result In A Detriment To The Community

As your Board knows, in determining whether to grant the requested area variances, the Board must engage in a balancing test. New York Town Law and New York Village Law provides that:

In making its determination, the zoning board of appeals shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant.

N.Y. Town Law § 267-b(3)(b); N.Y. Village Law § 7-712-b(3)(b). Town Law and Village Law list five (5) factors for your Board to consider in making its determination:

(1) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the board of appeals, but shall not necessarily preclude the granting of the area variance.

Id.; see also Mt. Kisco Zoning Code § 110-43(B).

First, permitting the Variances would not result in an undesirable change in the character of the neighborhood. The Property already is a motor vehicle dealership, so allowing it to continue as a modernized and more attractive motor vehicle dealership will not impact the character of the neighborhood. The Variances themselves will also have no negative impact on the neighborhood, as the new dealership will result in an improvement on existing conditions related

to impervious surface, landscaping, and traffic circulation. The new dealership will positively impact traffic flow on Kisco Avenue by reducing the number of curb cuts. Additionally, the Project will improve the appearance of the Property along the frontage of Kisco Avenue, both in terms of the improved façade and the addition of landscaping.

Second, the Applicant does not possess a feasible alternative method to obtain the benefit sought by the requested Variances. In terms of its ability to redevelop the property, the Applicant is constrained by size limitations set by the vehicle manufacturers as well as the existing site conditions. Pre-existing non-complying coverage is being reduced and the trash enclosure is being placed in the most appropriate location. By improving existing conditions on the Property, it has minimized the variances sought and the potential disturbance to the Property to the greatest degree possible, and improved existing site conditions.

Third, the requested Variances are not substantial, particularly when viewed in light of the fact that the neighborhood would not be adversely impacted. Regardless, New York courts have held that a zoning board must consider the actual impact a requested variance would have on the surrounding community when evaluating whether a requested variance is so substantial as to warrant denial. Notably, “[s]ubstantiality cannot be judged in the abstract; rather, the totality of relevant circumstances must be evaluated in determining whether the variance sought is, in actuality, a substantial one.” Lodge Hotel, Inc. v. Town of Erwin Zoning Bd. of Appeals, 21 Misc. 3d 1120(A), 873 N.Y.S.2d 512 (Sup. Ct. Steuben Cnty. 2007), aff’d, 43 A.D.3d 1447, 843 N.Y.S.2d 744 (4th Dep’t 2007); see also Wambold v. Southampton Zoning Bd. of Appeals, 2016 N.Y. Slip Op. 04424, 2016 WL 3177020 (2d Dep’t 2016).

In this case, Applicant proposes development coverage of 76.7%, therefore requesting a 1.7% development coverage variance. This is a significant improvement over existing coverage, which is currently at approximately 89.4%. Even if this was not an improvement over existing conditions, the Appellate Division has found that failure to grant even larger impervious coverage variances may be considered unreasonable. Zwitzer v. Zoning Bd. of Appeals of Town of Canandaigua, 144 A.D.2d 1023, 1023, 534 N.Y.S.2d 298, 299 (1988), aff’d, 74 N.Y.2d 756, 543 N.E.2d 724 (4th Dep’t 1989) (affirming Supreme Court’s decision to overturn a ZBA which sought to limit a 7% development coverage variance request to only 4%). The Applicant here worked diligently to try and satisfy the 75% coverage maximum, and was able to reduce the requested variance from the prior application submitted to your Board from 4.2% to 1.7%. A coverage of 75% or less, however, would have meaningfully narrowed the parking areas and drive aisle around the building, which would have had a negative impact to the dealership’s operation, safe vehicular circulation, and the customer experience. Accordingly, we submit that the proposed variance of 1.7% is not substantial and should be granted.

As to the side-yard accessory structure setback variance, it is worth noting that the Property (in light of its corner location) has three official front yards along Kisco Avenue and Holiday Inn Drive. The proposed trash enclosure, which will be constructed of concrete masonry, is technically located in the “side yard” along the northern edge of the Property which abuts the Saw Mill Parkway. In reality, this side yard truly functions as a rear yard, since it is furthest away

from Kisco Avenue and most of the Property's frontage on Holiday Inn Drive and backs up against the Saw Mill Parkway. The trash enclosure will be set back several hundred feet from heavily traveled Kisco Avenue and will be screened along the less busy Holiday Inn Drive near the Property's northeast corner. As such, notwithstanding that the trash enclosure is closer to the side property line than the principal building, the enclosure will have minimal visual impact, if any, to the surrounding area and vehicles and pedestrians on Kisco Avenue and Holiday Inn Drive. We again note that the Project will improve the appearance of the Property along the frontages of Kisco Avenue and Holiday Inn Drive, both in terms of the improved façade and the addition of landscaping. Accordingly, the variance to the side-yard buffer is not substantial.

Fourth, granting the Variances would not result in any adverse environmental or physical changes in the neighborhood. The Property is currently a motor vehicle dealership and would remain a motor vehicle dealership. The Property would include new landscaped areas and a decrease in impervious surface. Accordingly, granting the Variances would not result in any adverse environmental or physical conditions in the neighborhood as we anticipate that environmental conditions will be improved as a result of the Project.

Fifth, we submit that the existing conditions on Property are being improved and are not the result of any self-created hardship. To the extent your Board considers the alleged hardship concerning the side yard setback to be self-created, however, such a determination does not preclude the granting of the requested area variance. See N.Y. Town Law § 267-b(3)(b) ("whether the alleged difficulty was self-created . . . shall not necessarily preclude the granting of the area variance."); see also *De Sena v. Bd. of Zoning Appeals of Inc. Vill. of Hempstead*, 45 N.Y.2d 105, 408 N.Y.S.2d 14, 15 (1978) ("A finding of self-created hardship normally should not in and of itself justify denial of an application for an area variance"); *Sasso v. Osgood*, 86 N.Y.2d 374, 633 N.Y.S.2d 259, 265 (1995) (holding the granting of an area variance was proper even when a parcel with a substandard lot size was purchased by an applicant who knew variances would be required). Again, given the improvements at the Property associated with the Project, consideration of all the factors weighs in favor of granting the Variances.

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Conclusion

Respectfully, for the stated reasons, the Applicant should be granted the requested Variances. Granting the Variances would not result in an undesirable change in the character of the neighborhood, and the benefit to the Applicant dramatically outweighs any possible detriment to the community. Auto Nation looks forward to becoming a valued member of the Mount Kisco business community, and to operating a state-of-the-art dealership on the Property. We are enclosing additional application materials with this letter. We respectfully request that this matter be scheduled for public hearing at the Zoning Board's January 19, 2021 meeting.

Respectfully submitted,

ZARIN & STEINMETZ



By: _____
David S. Steinmetz
Matthew J. Acocella

Encls.

cc: AutoNation
Peter J. Miley
Whitney Singleton. Esq.
Jan. K. Johannessen, AICP
Anthony Oliveri, PE
Diego Villareale, PE
Sarah K. Butler, RA, RID

Date: _____

Case No.: **ZBA 18-17**

Fee: _____

Date Filed: _____

Village/Town of Mount Kisco
Municipal Building
104 Main Street, Mt. Kisco, NY 10549

**Zoning Board of Appeals
Application**

Appellant: **NY Luxury Motors of Mount Kisco, Inc.**

Address: **200 SW 1st Avenue 14th Floor Fort Lauderdale FL 33301**

Address of subject property (if different): **299 Kisco Avenue, Mount Kisco, NY 10549**

Appellant's relationship to subject property: _____ Owner **X** Lessee _____ Other _____

Property owner (if different): **HVA Realty, LLC**

Address: **250 Kisco Avenue, Mount Kisco, NY 10549**

TO THE CHAIRMAN, ZONING BOARD OF APPEALS: An appeal is hereby taken from the decision of the Building Inspector, **Peter J. Miley** dated **09/01/2020**. Application is hereby made for the following:

X Variation or _____ Interpretation of Section **110-25(C)(3) & 110-30(D)/110-31(G)(1)** of the Code of the Village/Town of Mount Kisco,

to permit the: **X** Erection; _____ Alteration; _____ Conversion; _____ Maintenance of **a new car dealership (for sales and service drop-off only) for Jaguar and Land Rover brands.**

_____ in accordance with plans filed on (date) **12/29/2020**
for Property ID # **69.49-2-1** located in the **GC** Zoning District.
The subject premises is situated on the **east** side of (street) **Kisco Avenue**
_____ in the Village/Town of Mount Kisco, County of Westchester, NY.
Does property face on two different public streets? Yes/No **YES**
(If on two streets, give both street names) **Kisco Avenue and Holiday Inn Drive**

Type of Variance sought: _____ Use **X** Area _____

Is the appellant before the Planning Board of the Village of Mount Kisco with regard to this property? **Yes (Site Plan Approval was granted by the Planning Board on 11/24/2020 for a new dealership building and associated site improvements.)**

Is there an approved site plan for this property? **Yes** in connection with a **X*** Proposed or **X** Existing building; erected (yr.) **1992**

(Refer to above)

Size of Lot: _____ feet wide _____ feet deep Area **+/-1.63 acres**

Size of Building: at street level _____ feet wide _____ feet deep

Height of building: _____ Present use of building: **Motor Vehicle Dealership**

Does this building contain a nonconforming use? **No** Please identify and explain: _____

Is this building classified as a non-complying use? **No** Please identify and explain: _____

Has any previous application or appeal been filed with this Board for these premises?
Yes/No? **Yes (ZBA 18-17)**

Was a variance ever granted for this property? **No*** If so, please identify and explain:

***Application was filed, but never completed because Site Plan Approval was pending. The proposed site plan has been revised and subsequently approved by the Planning Board on 11/24/2020.**

Are there any violations pending against this property? **No** If so, please identify and explain: _____

Has a Work Stop Order or Appearance Ticket been served relative to this matter?

____ Yes or **X** No Date of Issue: _____

Have you inquired of the Village Clerk whether there is a petition pending to change the subject zoning district or regulations? **No**

I submit the following attached documents, drawings, photographs and any other items listed as evidence and support and to be part of this application:

The following items **MUST** be submitted:

- a) Attached hereto is a copy of the order or decision (Notice of Denial) issued by the Building^{*} Inspector or duly authorized administrative official issued on _____ upon which this application is based.
- b) Copy of notice to the administrative official that I have appealed, setting forth the grounds of appeal and have requested the application to be scheduled for a public hearing.
- c) A typewritten statement of the principal points (facts and circumstances) on which I base my application with a description of the proposed work.
- d) Ten (10) sets of site plans, plat or as-built survey drawings professionally signed and sealed (as may be required).
- e) A block diagram with street names, block and lot numbers, and street frontage showing all property affected within 300' of the subject property, with a North point of the compass indicated.
- f) A full list of names and addresses of the owners of all property shown on the above noted block diagram that lie within or tangent to the 300' radius from the subject property.
- g) A copy of the Public Notice for the public hearing of this application.
- h) A sworn Affidavit of Mailing, duly notarized, that a true copy of said Public Notice has been sent by mail to all property owners within 300 feet of this premises at least 10 days prior to the public hearing.

NOTE: APPLICANT MUST CAUSE A TRUE COPY OF THE PUBLIC NOTICE TO BE PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE VILLAGE AT LEAST 15 DAYS PRIOR TO THE PUBLIC HEARING.

- i) A true copy of the filed deed and/or signed lease or contract for the use of the subject property.
- *j) At least two sets of unmounted photographs, 4" by 6" in size, showing actual conditions on both sides of street, between intersecting streets. Print street names and mark premises in question.
- *k) A floor plan of the subject building with all the necessary measurements.
- *l) A longitudinal section of the subject building and heights marked thereon as well as front elevations.

*** Optional - As Needed**

I hereby depose & say that all the above statements and the statements contained in the papers submitted herewith are true.

(Appellant to sign here)

Sworn to before me this day of: December 23rd, 2020

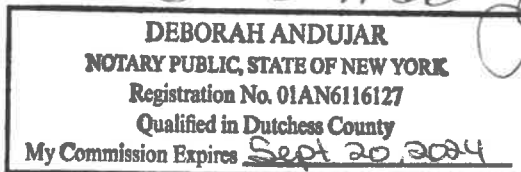
Notary Public, Cynthia A. Hallgren, Broward County, NY FL



[TO BE COMPLETED IF APPELLANT IS NOT THE PROPERTY OWNER IN FEE]

State of New York }
County of ~~Westchester~~ } ss
Dutchess

Being duly sworn, deposes and say that he resides at _____ in the County of Westchester, in the State of New York, that he is the owner in fee of all that certain lot, piece or parcel of land situated, lying and being in the Village of Mount Kisco, County of Westchester aforesaid and known and designated as number **299 Kisco Avenue (69.49-2-1)** and that he hereby authorized NY Luxury Motors of Mount Kisco, Inc. to make the annexed application in his behalf and that the statements contained in said application are true.



(sign here)

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 19th day of January 20 21 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of

NY Luxury Motors of Mount Kisco, Inc.

(Name of Applicant)

200 SW 1st Avenue, 14th Floor, Fort Lauderdale, FL 33301

(Address of Applicant)

from the decision of Peter J. Miley, Building Inspector, dated 09/01/2020
(Date of Denial Letter)
denying the application dated to permit the construction of a new dealership building and associated site improvements.
(Proposed Work)

The property involved is known as 299 Kisco Avenue, Mount Kisco, NY 10549
(Address of Property)

and described on the Village Tax Map as Section 69.49 Block 2 Lot 1

and is located on the east side of Kisco Avenue in a
east/west/n/s (Street Name)

GC Zoning District. Said Appeal is being made to obtain a

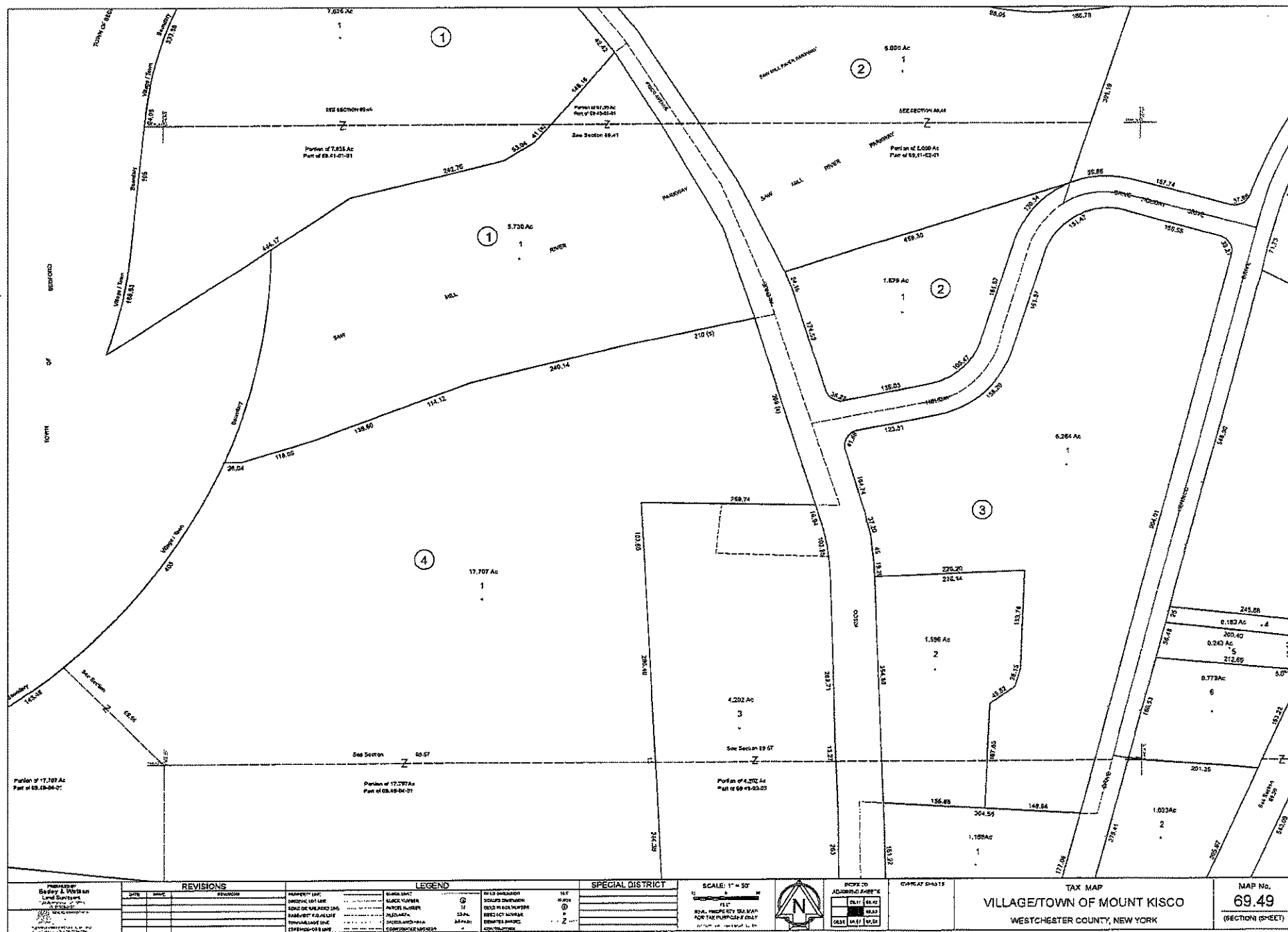
variance from Section(s) 110-25(C)(3) & 110-30(D)/110-31(G)(1) of the
(Identify specific zoning code section number(s))

Code of the Village/Town of Mount Kisco, which requires 1. 75% maximum development coverage
2. No accessory structure (dumpster enclosure) shall be located or project nearer to any street line or side lot line than does the principal structure on the lot.

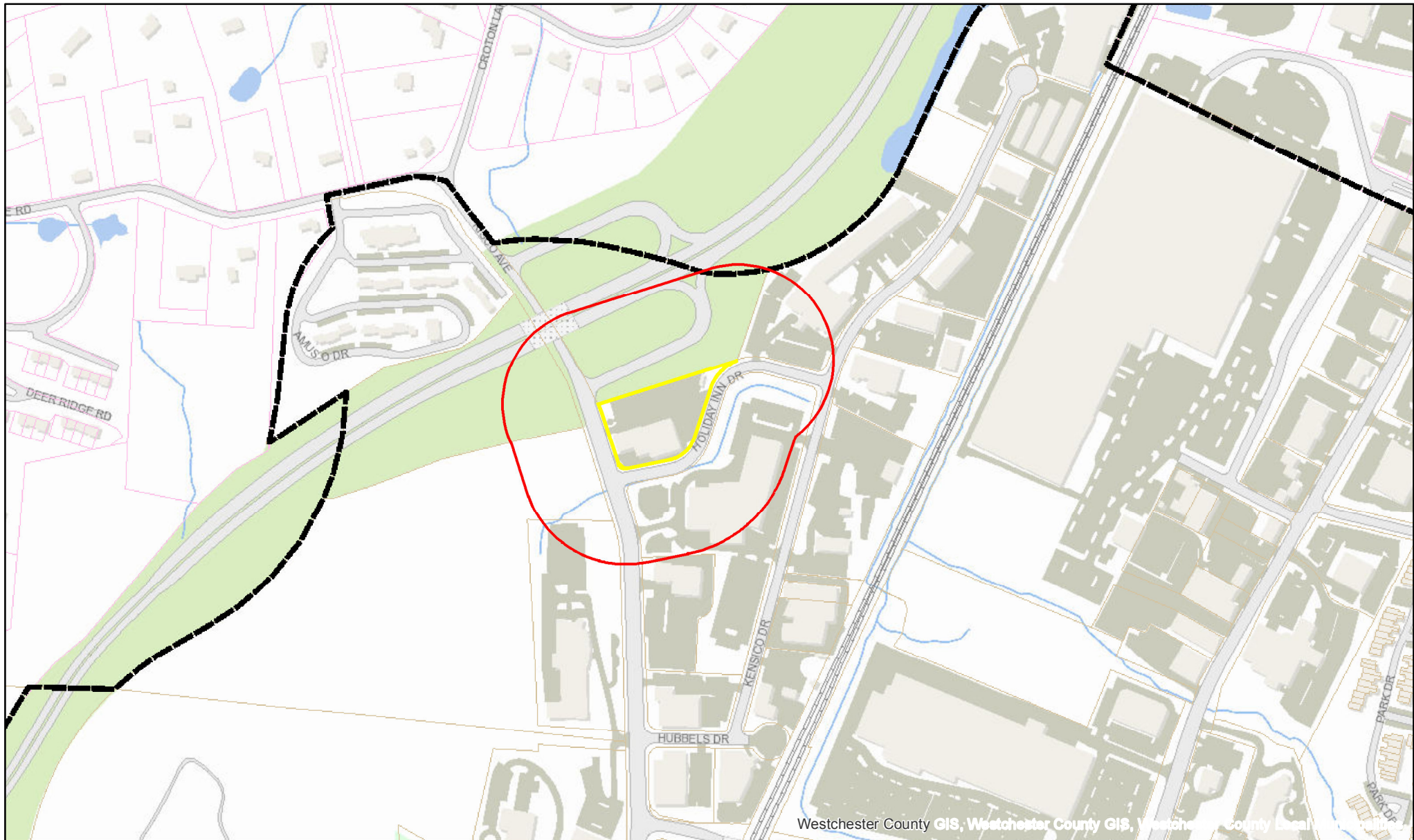
Harold Boxer, Chair
Zoning Board of Appeals
Village/Town of Mount Kisco

Due to public health concerns associated with COVID-19 and in accordance with the Executive Order issued by Governor Cuomo suspending portions of the Open Meetings Law, the public may observe the proceedings in real time on the Village of Mount Kisco's website's Facebook link and may provide comments in writing by mail or electronically, as follows: Mail -Village Clerk/Zoning Board Secretary/Planning Board Secretary, 104 Main Street, Mount Kisco New York 10549; Fax - 914-864-1085; email – planning@mountkisco.ny.gov , or by phone at 914-864-0022. By order of the Village Board of Trustees.

OWNERNAME	PROPADDRESS	PROPCITY	ZIP	ParcelKey	C/O	Mailing Address	City	State	Zip
HVA Realty, LLC	250 Kisco Ave	MOUNT KISCO	10549	69.49-3-3		116 Radio Circle	Mt Kisco	NY	10549
NYS Dept of Transportation	Croton Lake Rd	MOUNT KISCO	10549	69.49-1-1	Re:Director J.Dupont PE	4 Burnett Blvd	Poughkeepsie	NY	12603
NYS Dept of Transportation	Croton Lake Rd	MOUNT KISCO	10549	69.41-2-1	Re:Director J.Dupont PE	4 Burnett Blvd	Poungkeepsie	NY	12603
Village of Mount Kisco	Mountain Ave	MOUNT KISCO	10549	69.49-4-1	Re: Mountain Ave	104 Main St	Mt Kisco	NY	10549
Roedel Partners of Mt Kisco II	1 Holiday Dr	MOUNT KISCO	10549	69.42-1-1		PO Box 598	Wilton	NH	03086
275 Kisco Ave., LLC	265-281 Kisco Ave	MOUNT KISCO	10549	69.49-3-1		641 Ivy Ln, Ste 200	Greenbelt	MD	20770
HVA Realty	299 Kisco Ave	MOUNT KISCO	10549	69.49-2-1		116 Radio Circle	Mt Kisco	NY	10549
North County Properties LLC	255 Kisco Ave	MOUNT KISCO	10549	69.49-3-2		187 Falmouth Rd	Falmouth	ME	04105



299 Kisco Ave. ID: 69.49-2-1 (Mount Kisco)



December 18, 2020

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

1:5,000



0 240 480 960
ft

Westchester County GIS

GIS
Geographic Information System
<http://giswww.westchestergov.com>
Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601



AFFIDAVIT OF PUBLICATION FROM

State of Wisconsin
County of Brown, ss.:

On the 8 day of January in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

_____ being duly sworn says that he/she is the principal clerk of **THE JOURNAL NEWS**, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, was published in the newspaper area(s) on the date (s) below:

Zone:
Westchester

Run Dates:
12/31/2020

Signature

Sworn to before me, this 8 day of January, 2021

Notary Public, State of Wisconsin, County of Brown

VICKY FELTY
Notary Public
State of Wisconsin

My commission expires

Legend:

WESTCHESTER:

Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincoln Dale, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:

Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Slootsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0004523148

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 19th day of January 2021 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of NY Luxury Motors of Mount Kisco, Inc., 200 SW 1st Avenue, 14th Floor, Fort Lauderdale, FL 33301, from the decision of Peter J. Miley, Building Inspector, dated September 1, 2020 denying the application dated to permit the construction of a new dealership building and associated site improvements.

The property involved is known as 299 Kisco Avenue, Mount Kisco, NY 10549 and described on the Village Tax Map as Section 69.49 Block 2 Lot 1 and is located on the east side of Kisco Avenue in a GC Zoning District. Said Appeal is being made to obtain a variance from Section(s) 110-25(C)(3) & 110-30(D) / 110-31(G)(1) of the Code of the Village/Town of Mount Kisco, which requires (1) 75% maximum development coverage; (2) no accessory structure (dumpster enclosure) shall be located or project nearer to any street line or side lot line than does the principal structure on the lot. Due to public health concerns associated with COVID-19 and in accordance with the Executive Order issued by Governor Cuomo suspending portions of the Open Meetings Law, the public may observe the proceedings in real time on the Village of Mount Kisco's website's Facebook link and may provide comments in writing by mail or electronically, as follows: Mail -Village Clerk/Zoning Board Secretary/Planning Board Secretary, 104 Main Street, Mount Kisco New York 10549; Fax - 914-864-1085; email – planning@mountkisco.ny.gov, or by phone at 914-864-0022. By order of the Village Board of Trustees.

Harold Boxer, Chair
Zoning Board of Appeals
Village/Town of Mount Kisco
000452

299 Kisco Ave

State of New York)
) ss:
County of Westchester)

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 13 day of January 2021, he conspicuously fastened up and posted in seven public places, in the Village/Town of Mount Kisco, County of Westchester, a printed notice of which the annexed is a true copy, to Wit: ---

Municipal Building –
104 Main Street

X

Public Library
100 Main Street

X

Fox Center

X

Justice Court – Green Street
40 Green Street

X

Mt. Kisco Ambulance Corp
310 Lexington Ave

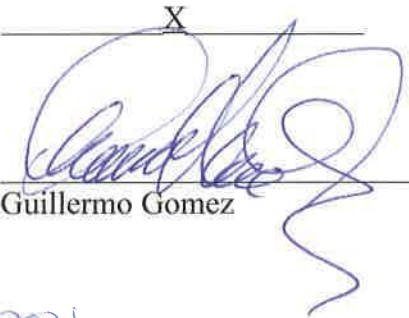
X

Carpenter Avenue Community House
200 Carpenter Avenue

X

Leonard Park Multi Purpose Bldg

X


Guillermo Gomez

Sworn to before me this 13 day of January 2021

Patricia A Tupa
Notary Public

PATRICIA A TIPA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01T16170206
Qualified in Westchester County
My Commission Expires 07-02-2023

**AutoNation****Document Transmittal Process:**

1. Scan document
2. Complete Document Transmittal/Change Request Form (sections/fields highlighted in light green are mandatory; leave others blank if not applicable)
3. Email document and the form to: PS_AutoNationDocs@cbre.com

URGENT

**DOCUMENT TRANSMITTAL/CHANGE REQUEST FORM****NEW LOCATION/LEASE INFORMATION SECTION (all required if new location)**

File ID (existing lease):	New Lease	Address:	299 K&D Ave	Zip Code:	10549
City	MT K&D	State	NY	Hyperion #:	2923
Parent Type:		Subtype:		Use Type:	
Region/Division:		Market:		Franchise 1	
Manufacturer		Franchise 2		Franchise 3	
Franchise 3		Franchise 4		Classification:	
Acquisition Group		Legal Entity Name		Legal Entity Tax ID	
Accounting Treatment Date:					

DOCUMENT INFORMATION (all required if attaching a document)

Document Name		Date		Type	
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ADD A LOCATION**CHANGE A LOCATION**

<input checked="" type="checkbox"/> New Expense Lease	<input type="checkbox"/> Renew / Extend	<input type="checkbox"/> Auto Renewed	<input type="checkbox"/> Change to MTM	<input type="checkbox"/> Tenant Change	<input type="checkbox"/> Term Date[s] Update
<input type="checkbox"/> New Income Lease	<input type="checkbox"/> Early Termination	<input type="checkbox"/> Expand/Reduce	<input type="checkbox"/> Change to Holdover	<input type="checkbox"/> Landlord Change	<input type="checkbox"/> Rent Update
<input type="checkbox"/> New Owned Property	<input type="checkbox"/> Natural Expiration	<input type="checkbox"/> Disposition/Sale	<input type="checkbox"/> Change of Area	<input type="checkbox"/> Payee Change	<input type="checkbox"/> Other (specify below)
Explain "OTHER":					

CHANGE A LOCATION - DETAILED INFORMATION

Information Currently in Database	New/Revised Information for Entry
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Auto Renewal Occurred:	Term Start:	Term End:
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Confirmed Expiry Date	
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Recurring Rent Change Information

Rent Component	Start Date	End Date	Payment Frequency	New Amount	Currency	Comment

Security Deposit/Prepaid Rent

Deposit Amount:	Deposit Paid Date:	Prepaid Rent Amt:
Prepaid Date:	Comments:	

Contact Information

Landlord or Subtenant (non-client)	Role	Name	Phone #	E-Mail
Vendor	Vendor Number:			

Submitted By:	Email to: PS_AutoNationDocs@cbre.com
Date:	

LEASE
(LAND ROVER MOUNT KISCO)

This Lease (the "Lease"), dated as of July 28, 2016, ("Lease") is by and between HVA Realty, LLC, a New York limited liability company ("Landlord"), and NY Luxury Motors of Mt. Kisco, Inc., a Delaware corporation ("Tenant").

RECITAL

A. This Lease is executed in conjunction with an Asset Purchase Agreement dated December 4, 2015 (as amended from time to time, the "Purchase Agreement"), providing for the purchase by Tenant from Landlord or an affiliate of Landlord of certain interest, rights and assets of Mt. Kisco Automotive Partners II, LLC (d/b/a Land Rover Mt. Kisco) located at 299 Kisco Avenue, Mount Kisco, New York 10549.

B. Landlord owns the real property legally described in Exhibit A-1 attached hereto ("Property").

TERMS

For good and valuable consideration received by each party from the other, the parties covenant and agree as follows:

1. PREMISES

a. Lease of Premises; Landlord's Authority. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property more fully described and depicted on Exhibit A-2 attached hereto, together with all buildings, improvements, facilities and fixtures located thereon, and any appurtenances, rights and privileges in or otherwise pertaining thereto (the "Premises"). Landlord hereby represents and warrants that (i) it (or its affiliate) is the sole owner and occupant of the Property; (ii) it has full right and authority to lease the Premises to Tenant and to otherwise enter into this Lease on the terms and conditions set forth herein, and (iii) the provisions of this Lease do not conflict with or violate the provisions of any existing agreements between the Landlord and third parties.

b. Title to Premises. Tenant has obtained that certain Certificate of Title dated as of July 21, 2016, prepared by First American Title Insurance Company under Title No. 3050-172281ARTT, a true and correct copy of which is attached hereto as Exhibit B (the "Title Report"). Landlord covenants that, except as expressly allowed in this Lease, so long as this Lease is in effect, Landlord shall not further encumber the Premises as reflected in the Title Report without the prior written approval of Tenant, which approval shall not be unreasonably withheld, conditioned or delayed, provided that the proposed encumbrance does not (i) disrupt the Tenant's business, (ii) alter any of Tenant's rights or obligations under this Lease, or (iii) if it involves using the Premises as security for a loan or any other debt or obligations, Tenant receives a nondisturbance and attornment agreement from the lender in form reasonably acceptable to Tenant, including an express agreement by Lender not to interfere with Tenant's right of first refusal or other rights of Tenant hereunder with respect to the Premises. Notwithstanding the foregoing or anything else stated herein, so long as Tenant shall be permitted to use the Premises for the operation of an automobile dealership, including any service(s) ancillary, incidental or related thereto as provided herein at Section 7 without disruption or interference, Landlord shall be permitted in its sole discretion without the consent of Tenant, to (i) refinance and/or mortgage the Premises with third party lenders and create liens on the Premises in connection with such mortgage or mortgages, so long as

Tenant receives a non-disturbance and attornment agreement from the lender thereunder in form reasonably acceptable to Tenant; and (ii) sell the Premises subject to the rights granted to Tenant in this Lease (including without limitation under Section 1 b, hereof).

c. All Appurtenances, Rights and Privileges. The Premises are leased to Tenant together with all singular appurtenances, rights and privileges in or otherwise pertaining thereto.

d. Landlord's Access. Landlord and its authorized agents or representatives shall have reasonable access to the Premises during Tenant's normal business hours on not less than forty-eight (48) hours notice to Tenant. In the event of any emergency giving rise to the threat of damage or injury to life or property, Landlord may enter the Premises without notice provided Landlord gives notice within a reasonable period of time.

2. TERM

a. Lease Commencement. The term of this Lease shall commence on July 28, 2016 (the "Commencement Date").

b. Initial Term. The term of this Lease (the "Initial Term") shall be for a period of approximately ten (10) years, commencing on the Commencement Date and terminating on July 31, 2026 (i.e. the last day of the one hundred twentieth (120th) full calendar month following the Commencement Date) (the "Termination Date"). Hereinafter, "Term" shall mean the Initial Term and any extension thereof.

c. Extension Periods. Tenant shall have the option to extend the Initial Term of this Lease for four (4) consecutive periods of five (5) years each (each an "Option" and each option period being an "Extension Period" and collectively the "Extension Periods"); the first Extension Period being from August 1, 2026 to July 31, 2031; the second Extension Period being from August 1, 2031 to July 31, 2036; the third Extension Period being from August 1, 2036 to July 31, 2041; and the fourth Extension Period being from August 1, 2041 to July 31, 2046. Tenant's occupancy of the Premises during the Extension Period(s) shall be subject to the terms and conditions as set forth in this Lease. Tenant may exercise any remaining Option for the applicable Extension Period by delivering written notice (the "Option Notice") to Landlord of its intent to extend the Term on or before February 1, 2026 with respect to the first Extension Period; on or before February 1, 2031 with respect to the second Extension Period; on or before February 1, 2036 with respect to the third Extension Period, and on or before February 1, 2041 with respect to the fourth Extension Period.

Notwithstanding anything to the contrary contained in this Section 2.c., in the event that Tenant does not timely provide the Option Notice, Tenants' right to extend the term for the Extension Period(s) shall nevertheless continue until sixty (60) days after the date Landlord gives notice to Tenant indicating that Tenant has not timely provided the Option Notice, and Tenant may then provide the Option Notice at any time within thirty (30) days after receipt of such notice from Landlord, and if Tenant does not deliver the Option Notice during such 30-day period, the Lease shall terminate upon the later to occur of (i) the Termination Date, or (ii) sixty (60) days after the date of Landlord's notice.

If Tenant fails to timely provide the Option Notice and Landlord subsequently fails to give notice of Tenant's failure to timely provide the Option Notice, the Term of the Lease shall automatically extend on the same terms and conditions as then in effect under the Lease, subject to (i) Tenant's right to extend the Term for the Extension Period(s) remaining hereunder (if any) upon subsequent delivery of an Option Notice to Landlord, and (ii) Landlord's right to send a notice to Tenant of its failure to deliver the Option

Notice and require Tenant to exercise an Extension Period (as applicable) within thirty (30) days of Tenant's receipt of notice from Landlord that Tenant has failed to deliver the Option Notice. Notwithstanding the foregoing, in the event the Lease is automatically extended, Tenant shall have the right to terminate the Lease on not less than ninety (90) days prior written notice to Landlord.

4. TAXES AND ASSESSMENTS.

a. Payment of Taxes by Tenant. As additional rent, Tenant shall pay before delinquency all real estate taxes, personal property taxes, transaction, privilege, excise or sales taxes, special improvement and other assessments (ordinary and extraordinary), and all other taxes, duties, charges, fees and payments imposed by any governmental or public authority which shall be imposed, assessed or levied upon, or arising in connection with the ownership, use, occupancy or possession of the Premises or any part thereof during the Term (all of which are herein called "Taxes"). Taxes will not include any income, excess profits, single business, inheritance, succession, transfer, franchise, capital or other tax or assessments upon Landlord or Landlord's interest in the Premises, any fine, penalty, cost or interest for any Taxes Landlord failed to timely pay, offsite levies, impact fees or any charges similar to the foregoing. Taxes for the tax year in which the Term shall commence or expire shall be apportioned according to the number of days during which each party shall be in possession during such tax year. Upon written notice to Tenant from Landlord accompanied by documentation evidencing the Taxes due, Tenant shall either pay such Taxes directly to the taxing authority or reimburse Landlord for Tenant's share of such Taxes.

Notwithstanding anything to the contrary contained in this Lease, Landlord rather than Tenant shall be responsible for increases to Taxes that result from revaluation of the Premises in connection with a transfer of the Premises by Landlord to an Affiliate of Landlord, or any transfer based upon a bona fide offer to acquire the Premises by Landlord to a third-party unaffiliated with Landlord in violation of Tenant's right of first refusal set forth in Section 23. Landlord and Tenant agree to cooperate to determine each party's obligation for any increases to Taxes that result from a revaluation of the Premises in connection with a transfer of the Premises by Landlord. For purposes hereof "Affiliate" shall mean a Person, directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or, with respect to any natural Person, any Person having a relationship with such Person by blood, marriage or adoption not more remote than first cousin. "Person" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, estate, trust, unincorporated association, joint venture, or other entity, of whatever nature.

b. Tax Protest. Tenant may contest any Taxes by appropriate proceedings conducted at Tenant's expense in Tenant's name or, if required by law, in Landlord's name. Landlord shall cooperate with Tenant and execute any documents or pleadings reasonably required for such purpose, but Landlord

shall not be obligated to incur any expense or liability in connection with such contest and Tenant shall not defer payment of the contested Taxes pending the outcome of such contest.

5. SERVICES AND UTILITIES.

a. Contractual Arrangements. Tenant shall make arrangements for delivery to the Premises of any gas, electrical power, water, sewer, telephone and other utility services generally used at an automobile dealership as Tenant deems necessary or desirable for its operations during the Term.

b. Payment of Charges. Tenant shall promptly pay prior to delinquency all charges for utility and other services contracted by Tenant to be delivered to or used upon the Premises during the Term. Tenant shall be responsible for providing such security deposits, bonds or assurances as may be necessary to procure such services.

c. Transition. Landlord and Tenant shall reasonably cooperate with each other in order to achieve an orderly transition of payments for, and control of, services and utilities described in this Section 5 at the commencement and termination of this Lease.

6. MAINTENANCE AND REPAIR.

a. Present Condition. Landlord represents, warrants and covenants that at the Commencement Date the improvements, buildings, and systems are in good order, condition and repair. Landlord further represents and warrants that it has no knowledge of any conditions that have existed or presently exist that could materially adversely affect the Premises Systems (as hereinafter defined) and/or Tenant's use of the Premises. For purposes hereof, "Premises Systems" shall mean the parking area, roof, foundation, structural portions, mechanical systems, plumbing systems, electrical systems, HVAC systems, and, if applicable, any boilers and/or elevators of the Premises (collectively, the "Premises Systems").

b. Maintenance Obligations.

(i) Tenant. From and after the Commencement Date, subject to the terms, conditions, limitations and provisions of this Section 6 (including, without limitation, Section 6.b.(ii) and Section 6.b.(iii) hereinbelow), Tenant shall, at Tenant's cost, promptly make or cause to be made all normal maintenance, repairs and replacements to the Premises as are needed to maintain the Premises and the Premises Systems in good working order and condition (including structural and mechanical repairs and replacements to so maintain the Premises Systems), subject to reasonable wear and tear. Tenant shall maintain all drives, sidewalks, parking areas and lawns on the Premises in a clean condition, free of accumulation of trash or debris in manner similar to the condition on the Commencement Date, subject to reasonable wear and tear. Notwithstanding anything contained herein to the contrary, the obligations of Tenant hereunder shall be subject to Section 6.b.(ii) below, and Tenant shall not be responsible for the Landlord Repairs set forth in Section 6.b.(iii) below.

(ii) Major Repairs. Tenant and Landlord agree that the foregoing obligations of Tenant set forth in Section 6.b.(i) refer to ordinary maintenance and repair tasks that are of a type that would reasonably be considered expense improvements performed to keep the Premises operational and in good working order (the "Operational Improvements"), not to more extensive work such as replacement of the entire HVAC unit, the roof, or the foundation or structural components of the building which are the type that would reasonably be considered capital improvements designed to extend the useful life of the Premises or a portion thereof (each, a "Major Repair" and collectively, the "Major

Repairs"). Tenant shall have the Premises HVAC, roof, and foundation and structural components of the building inspected annually, and provide Landlord with a copy of the annual inspection report confirming the condition of thereof. In the event that Tenant or Landlord reasonably believe that a Major Repair is necessary, then upon written notice to the other party, the Tenant and Landlord shall discuss the need for any such Major Repair and shall determine if such Major Repairs are appropriate. In the event that the parties agree that the Major Repairs are appropriate, then Tenant shall promptly make or cause to be made any such Major Repairs. Notwithstanding that Tenant shall arrange for the performance of any such Major Repairs, the scope of work to be done, the costs of such work, and the timing of such work shall be subject to the prior written consent of the Tenant and Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay for the cost and expense of such Major Repair at the time such repair or replacement is required, wherein the cost and expense of such Major Repair shall be amortized over the life of such Major Repair in accordance with generally accepted accounting principles, and upon termination or expiration of the Lease, Landlord shall be obligated to reimburse Tenant for any unamortized cost of Major Repairs to the Premises made by Tenant. Landlord and Tenant do hereby agree that any improvement or replacement of the roof, foundation or structural components of the building shall be subject to a twenty (20) year amortization, and the HVAC shall be subject to a ten (10) year amortization. Landlord and Tenant agree to act in good faith in determining whether or not any Operational Improvements and/or Major Repairs are necessary and how such Operational Improvements or Major Repairs are to be performed.

(iii) Landlord. Notwithstanding Section 6.b.(i) or Section 6.b.(ii) above, Landlord shall, at Landlord's sole cost and expense, promptly make or cause to be made all structural repairs and replacements (excluding the roof) to maintain the foundation and structural portions of the Premises (including repairs for any defects or latent defects related thereto) from and after the Commencement Date until the fifth (5th) anniversary date of the Commencement Date (the "Landlord Repairs"). Tenant shall give Landlord prompt written notice of any defects or damage to the structure of the Premises which are Landlord Repairs. Landlord hereby covenants and agrees that in conducting the Landlord Repairs, Landlord shall (i) obtain Tenant's prior written approval (which approval shall not be unreasonably withheld, delayed or conditioned) of the timing, methods, scope, and phasing of such Landlord Repairs, and (ii) use reasonable efforts not to interfere with the use and operation of the Premises by Tenant in conducting the Landlord Repairs. Notwithstanding the other provisions of this Section 6.b, Tenant shall be responsible for all repairs to the Premises required solely as a result of Tenant's negligent use of the Premises following the Commencement Date or any repair required as a result of any act or omission of any invitee, agent, employee, affiliate, subtenant, assignee, contractor, client, licensee, customer or visitor of Tenant. Notwithstanding any other provision of this Section 6.b., from and after the Commencement Date, Tenant shall be responsible for, at Tenant's sole cost and expense, the repair of all mechanical systems on the Premises and all structural repairs and replacement to the Premises that are necessary to maintain the foundation and structural portions of the Premises (including repairs for any defects or latent defects related thereto) that are required to be made as a result of any Alterations to the Premises by Tenant.

7. USE; COMPLIANCE WITH LAWS

a. Permitted Uses. Tenant may use the Premises for the operation of an automobile dealership, including any service(s) ancillary, incidental or related thereto, so long as Tenant complies with the applicable laws and other legal requirements. Tenant hereby agrees to comply with the obligations (including payments thereunder) and restrictions imposed on the Premises by any agreements of covenants, conditions and restrictions or similar reciprocal easement agreements disclosed by the Title Report (the "CC&Rs"). Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be obligated to operate any business at the Premises and Tenant may "go dark" (i.e. cease operations)

at the Premises at any time without being in Default so long as Tenant continues to timely pay Rent as it becomes due hereunder, provides security for the Premises, and otherwise performs its obligations under this Lease.

b. Compliance with Laws. Landlord represents and warrants that the use of the Premises for the operation of an automobile dealership and related services in the manner conducted immediately prior to the Lease Commencement Date is a lawful use of the Premises, and that no further governmental consents, approvals or permits are necessary for such use, other than licenses and permits as are required of automobile dealership operators generally. Landlord further represents and warrants that, as of the date hereof, the Premises are in compliance with all applicable laws, including the Americans with Disabilities Act. If the foregoing representations and warranties are untrue, then, in addition to all of Tenant's other rights hereunder or at law or in equity, Landlord shall reimburse Tenant for, and shall indemnify and hold Tenant and any Tenant Indemnitees (defined below) harmless from and against, any and all damages, injuries, fines, losses or claims, and all costs and expenses, including reasonable attorneys' fees, incurred by or asserted against Tenant as a result of or arising out of such representation and warranty being untrue, including any costs or expenses associated with obtaining any necessary consents, approvals or permits.

8. ALTERATIONS

Tenant may make alterations, improvements and/or additions ("Alterations") to the Premises as provided in this Section 8. Tenant shall not be required to obtain Landlord's prior consent with respect to the following Alterations: (a) non-structural Alterations which cost up to \$100,000 in each instance and do not reduce the interior air conditioned square footage of the building located on the Premises, or (b) structural or non-structural Alterations required by the automobile manufacturer whose vehicles are being sold on the Premises so long as such Alterations do not reduce the interior air conditioned square footage of the building located on the Premises. In the event of any other Alterations, Tenant may only make such Alterations with Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. All Alterations made by Tenant shall be made at Tenant's sole cost and expense, including all costs and expenses incurred in obtaining any required governmental consents, permits or approvals. Tenant may perform all Alterations with duly licensed contractors and subcontractors of Tenant's own choosing. Landlord will reasonably cooperate with Tenant's efforts to obtain any governmental permits or approvals or consents required therefor at no cost to Landlord. Landlord shall not be entitled to impose upon Tenant any charges or fees of any kind in connection with any Alterations. Tenant will pay all costs of construction done by Tenant at the Premises. Should any liens be filed with respect to any part of the Premises as a result of work performed for Tenant at the Premises, Tenant shall have fifteen (15) days from the date Tenant receives notice of such lien to satisfy the lien and have the lien removed or satisfied or in the alternative Tenant shall post a sufficient bond so as to cause the Premises to be released from the lien.

9. SIGNAGE

Tenant, at its expense and subject to its obtaining any required governmental permits and approvals and compliance with the CC&R's, may place, operate, maintain, repair and replace signage on the Premises as normally used in connection with the operation of an automobile dealership and its related services. Landlord shall reasonably cooperate with Tenant's efforts to obtain any and all permits, approvals or consents necessary or desirable in connection with the installation of any signage at no cost to Landlord.

10. TENANT'S PROPERTY

For purposes of this Lease, the Term "Tenant's Property" shall mean all office furniture and equipment, movable partitions, communications equipment, inventory, and other articles of personal property owned or leased by Tenant and located in the Premises. Notwithstanding anything contained herein to the contrary any and all furniture, equipment, fixtures, and/or other personal property acquired by Tenant from Landlord or Landlord's affiliate(s) in connection with the Purchase Agreement, and fixtures installed by Tenant after the Commencement Date of this Lease shall be and remain the property of Tenant and, for purposes hereof, shall be included in the defined term "Tenant's Property". All of Tenant's Property shall be and remain the property of Tenant throughout the Term of this Lease, shall not be subject to any statutory or other lien of Landlord, and may be removed by Tenant at any time during the Term. Upon the expiration of this Lease, or within thirty (30) days after the sooner termination hereof, Tenant shall remove all Tenant's Property from the Premises.

11. QUIET ENJOYMENT

Landlord covenants that Tenant shall and may, at all times during the Term, peaceably and quietly have, hold, occupy, and enjoy the Premises subject to Tenant's compliance with the terms of the Lease.

12. LIENS AND MORTGAGES

a. Landlord's Liens and Mortgages. Except for the preexisting mortgage or deed of trust and any other liens and other items disclosed in the Title Report, Landlord represents and warrants that, as of the date hereof, there are no mortgages, or deeds of trust or other liens that burden the whole or any portion of the Premises.

b. No Leasehold Mortgages Tenant shall not place any leasehold deed of trust, mortgage, or other security instrument on Tenant's interest in the Premises.

13. INSURANCE

a. Building Insurance. Throughout the Term, Tenant shall keep the buildings and improvements included in the Premises insured for the "full replacement value" thereof against loss or damage by perils customarily included under standard "all-risk" policies. Landlord and any of Landlord's lenders shall be named on all such policies as "additional insureds" or "loss payees" as their interests appear. Prior to the Commencement Date, Tenant shall deliver to Landlord certificates of insurance or a memorandum of insurance showing that the insurance required to be maintained pursuant to the foregoing provisions of this Section 13.a is in force. Thereafter, upon reasonable request by Landlord, Tenant shall furnish to Landlord certificates of insurance or a memorandum of insurance showing renewal of, or substitution for, policies that expire or are terminated. In the event at any time any of the insurance policies required hereunder of Tenant lapse for any reason, Tenant shall notify Landlord immediately.

b. Tenant's Liability Insurance. Throughout the Term, Tenant shall either maintain (i) commercial general liability insurance for third-party bodily injury and property (including contractual liability coverage) in an amount of not less than \$4,000,000.00 combined bodily injury and property damage liability (provided, however, that the \$4,000,000.00 limit may be provided by primary commercial general liability insurance and/or an "umbrella" policy) and (ii) automobile / garage liability insurance (including contractual liability coverage) for Tenant's automobile sales and operations,

applying to all owned, non-owned and hired vehicles, in an amount of not less than \$4,000,000.00. Prior to the Commencement Date, Tenant shall deliver to Landlord certificates of insurance or a memorandum of insurance, showing that the insurance required to be maintained pursuant to the foregoing provisions of this Section 13.b is in force. Thereafter, upon reasonable request by Landlord, Tenant shall furnish to Landlord certificates of insurance or memorandum of insurance showing renewal of, or substitution for, policies that expire or are terminated.

c. Comprehensive Insurance Program. Notwithstanding anything to the contrary contained in this Lease, Landlord agrees that Tenant shall have the right to provide any or all of the insurance coverages required by this Lease through "blanket" policies and/or an insurance program containing insurance and self-insurance components maintained by AutoNation, Inc., a Delaware corporation ("AutoNation"), Tenant's indirect parent company. AutoNation shall have the sole discretion to determine all aspects of its insurance program, including without limitation, any deductible amounts, retention levels and coverage terms and conditions, whether or not specific coverages are insured or self insured.

d. Waiver of Subrogation. Neither Landlord nor Tenant shall have any claim against the other or the employees, officers, directors, managers, agents, shareholders, partners or other owners of the other for any loss, damage or injury to the extent covered by insurance carried by either party and for which recovery from such insurer is made, notwithstanding the negligence of either party in causing the loss. This waiver and release shall be valid only if the insurance policies in question of both Tenant and Landlord permit waiver of subrogation and if the insurer agrees in writing that such waiver of subrogation will not affect coverage under said policy. Each party agrees to use its reasonable efforts to obtain such an agreement from its insurer if the policy issued by either insurer does not expressly permit a waiver of subrogation. The foregoing waiver and release shall not apply, however, to any damage caused by intentionally wrongful actions or omissions. If by reason of the foregoing waiver and release, however, either party shall be unable to obtain any insurance it is required hereby to maintain, such waiver and release shall be deemed not to have been made by such party.

14. INDEMNIFICATION

a. Subject to Paragraph 13.d above, except as may otherwise be provided in this Lease, Tenant shall indemnify, defend and hold harmless Landlord and any Landlord Indemnitees from and against any and all third-party claims, damages, liens, judgments, liabilities, penalties, attorneys fees and consultant's fees to the extent arising from and after the Commencement Date and arising from or in connection with: (i) Tenant's business operations at the Premises, or any condition created in or about the Premises by Tenant during the term of this Lease, unless created by Landlord or Landlord's Indemnitees, or any person or entity acting at the instance of Landlord or Landlord's Indemnitees; (ii) any act, omission or negligence of Tenant or Tenant's Indemnitees; (iii) any accident or injury or damage whatever to the extent not caused by the negligence or willful misconduct of Landlord or Landlord's Indemnitees, or any person or entity acting at the instance of the Landlord or Landlord's Indemnitees occurring in, at or upon the Premises; or (iv) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or Tenant's Indemnitees of any of the terms, provisions, representations, warranties, covenants or conditions of this Lease on Tenant's part to be performed. Tenant shall have the right to assume the defense of any such third-party claim with counsel chosen by Tenant or by Tenant's insurance company and reasonably satisfactory to Landlord. Tenant shall not be responsible for the fees of any separate counsel employed by the Landlord.

b. Subject to Paragraph 13.d above, except as may otherwise be provided in this Lease, Landlord shall indemnify and hold harmless Tenant and any Tenant Indemnitees from and against any

and all third-party claims, damages, liens, judgments, liabilities, penalties, attorneys fees and consultant's fees to the extent arising from or in connection with: (i) any condition created in or about the Premises by Landlord or Landlord's Indemnitees, or any person or entity acting at the instance of Landlord or Landlord's Indemnitees; (ii) any act, omission or negligence of Landlord or Landlord's Indemnitees; (iii) any accident or injury or damage whatever to the extent caused by Landlord or Landlord's Indemnitees, or any person or entity acting at the instance of the Landlord occurring in, at or upon the Premises; (iv) ~~any breach, violation or nonperformance by Landlord or Landlord's Indemnitees or any person claiming~~ under Landlord or Landlord's Indemnitees of any of the terms, provisions, representations, warranties, covenants or conditions of this Lease on Landlord's part; or (v) any claim, condition, action, accident, or other matter occurring or arising outside the boundaries of the Premises that is not caused by the negligence or willful misconduct of Tenant or Tenant's Indemnitees. Landlord shall have the right to assume the defense of any such third-party claim with counsel chosen by Landlord or by Landlord's insurance company. Landlord shall not be responsible for the fees of any separate counsel employed by the Tenant.

15. ENVIRONMENTAL MATTERS

a. Representations and Warranties. Landlord represents and warrants to Tenant that, except as disclosed to Tenant pursuant to the Purchase Agreement, the Property has not been, and currently is not, in violation of any Environmental Laws governing the Property, including: (i) all requirements related to the Discharge and Handling of Hazardous Substances; (ii) all requirements relating to notice, record keeping and reporting; (iii) all requirements relating to obtaining and maintaining Licenses for the ownership and use of the Property; and (iv) all applicable writs, orders, judgments, injunctions, governmental communications, decrees, informational requests or demands issued pursuant to, or arising under, any Environmental Laws. Landlord further represents and warrants to Tenant that: (i) the business operations previously conducted at the Property by Landlord or by any affiliate of Landlord were conducted in compliance with all applicable Environmental Laws; (ii) there are currently no (and to the knowledge of Landlord there is no basis for any) non-compliance orders, warning letters or notices of violation (collectively "Notices"), claims, suits, actions, judgments, penalties, fines, or administrative or judicial investigations of any nature or proceedings (collectively "Proceedings") pending or, to the knowledge of the Landlord, threatened against or involving the Property or the Landlord or any occupant or prior tenant or owner of the Property, or its respective business, operations, properties or assets issued by any governmental authority or third party with respect to any Environmental Laws or Licenses issued to Landlord or any prior tenant or owner of the Property thereunder in connection with, related to or arising out of the ownership and use of the Property, which have not been resolved to the satisfaction of the issuing governmental authority or third party in a manner that would not impose any obligation, burden or continuing liability on the Tenant; (iii) none of the Landlord or any affiliate of Landlord or any tenant of Landlord, to the knowledge of Landlord, has at any time Discharged, nor to the knowledge of Landlord, has any such party at any time allowed or arranged for any third party to Discharge, Hazardous Substances to, at or upon: (a) any location other than a site lawfully permitted to receive such Hazardous Substances; (b) any portion of the Property, except in compliance with applicable Environmental Laws; or (iv) any site which, pursuant to CERCLA or any similar state law, has been placed on the National Priorities List or its state equivalent, or as to which the Environmental Protection Agency or any relevant state agency has notified the Landlord that it has proposed or is proposing to place on the National Priorities List or its state equivalent. To the knowledge of Landlord, there has not occurred, nor is there presently occurring, a Discharge or threatened Discharge of any Hazardous Substance on, into or directly beneath the surface of the Premises. Except as disclosed to Tenant pursuant to the Purchase Agreement: (i) neither Landlord nor any affiliated tenant of the Premises, has ever used, any Aboveground Storage Tanks or Underground Storage Tanks; (ii) there are not now nor have there ever been any Underground Storage Tanks on the Property during the time that

such real property has been owned or leased by the Landlord or any affiliate of Landlord; and (iii) to the knowledge of Landlord, there has been no Discharge from or rupture of any Aboveground Storage Tanks or Underground Storage Tanks. All Underground Storage Tanks installed on or before December 22, 1988 have been upgraded, replaced or properly closed pursuant to the requirements that appear in 40 CFR Part 280, including 40 CFR s. 280.21. All Underground Storage Tanks installed after December 22, 1988 are in compliance with the performance standards for new underground storage tank systems as set forth in 40 CFR Part 280, including 40 CFR s. 280.20. Upon notification or becoming aware thereof, Landlord shall provide Tenant with written notice of any Discharge or any other violation of any Environmental Law requiring responsive action at the Property which is deemed a reporting event under any Environmental Laws.

b. Environmental Indemnities.

(i) In addition to any obligation of Landlord to indemnify Tenant pursuant to the Purchase Agreement, Landlord shall indemnify, defend, protect and hold harmless Tenant and any Tenant Indemnitees from and against any and all Environmental Costs incurred or suffered by Tenant and any Tenant Indemnitees to the extent arising out of, relating to, or resulting from (i) any breach of a representation or warranty made by the Landlord in this Section 15, (ii) any breach of the covenants or agreements made by Landlord in this Section 15, (iii) any inaccuracy in any certificate, instrument or other document delivered Landlord pursuant to this Section 15; (iv) the Discharge of Hazardous Substances by Landlord from the Property; (v) the violation of any Environmental Law by Landlord with respect to the Property, regardless of whether the existence of such Hazardous Substances or violation of such Environmental Law arose prior to, on or after the Commencement Date, except any such violation after the Commencement Date arising from Tenant's operations at the Property and/or any Discharge of the kind referred to in section 15.b(ii) below.

(ii) Tenant shall indemnify, defend, protect and hold harmless Landlord against any loss, cost, damage, claim or expense to Landlord arising out of or related to the Discharge of Hazardous Substances on, in, under, to or from the Premises by Tenant, its employees, agents, contractors, and invitees, onto the Premises or the violation of any Environmental Laws by Tenant with respect to the Premises.

c. For purposes of this Section 15, the following terms shall have the meanings ascribed to them below:

"Aboveground Storage Tank" shall have the meaning ascribed to such term in Section 6901 et seq., as amended, of RCRA, or any applicable state or local statute, law, ordinance, code, rule, regulation, order ruling, or decree governing Aboveground Storage Tanks.

"Discharge" means any manner of spilling, leaking, dumping, discharging, releasing, migrating or emitting, as any of such terms may further be defined in any Environmental Law, into or through any medium including ground water, surface water, land, soil or air.

"Environmental Costs" means any and all expenses, losses, costs, deficiencies, liabilities, damages, fines, penalties (including, without limitation, related counsel and paralegal fees and expenses), including, without limitation:

(1) damages for damages for personal injury, disease or death or injury to property or the Environment occurring on or off the Premises, including lost profits, consequential damages, and the cost of demolition and rebuilding of any improvements;

(2) diminution in the value of the Premises or the Property, and damages for the loss of or restriction on the use of the Premises or the Property; and

(3) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation, cleanup and remediation, including the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal, abatement, containment, closure, restoration or monitoring work.

"Environmental Laws" means all federal, state, regional or local statutes, laws, rules, regulations, codes, ordinances, orders or licenses, whether currently in existence or hereafter enacted, including but not limited to any of which relate to pollution, protection of the environment, public health and safety, air emissions, water discharges, waste disposal, hazardous or toxic substances, solid or hazardous waste, occupational, health and safety.

"Handle" means any manner of generating, accumulating, storing, treating, disposing of, transporting, transferring, labeling, handling, manufacturing or using, as any of such terms may further be defined in any Environmental Law.

"Hazardous Substances" shall be construed broadly to include any toxic or hazardous substance, material or waste, and any other contaminant, pollutant or constituent thereof, including petroleum or petroleum products, the presence of which requires investigation or remediation under any Environmental Laws.

"Licenses" means, for purposes of this Section only, all licenses, certificates, permits, approvals, decrees and registrations required under the Environmental Laws.

"Underground Storage Tank" shall have the meaning ascribed to such term in Section 6901 et seq., as amended, of RCRA, or any applicable state or local statute, law, ordinance, code, rule, regulation, order, ruling or decree governing Underground Storage Tanks.

16. DAMAGE AND DESTRUCTION

In case of damage to or destruction of the Property or any part thereof by any cause other than Tenant's acts, if Tenant cannot continue the operation of its business in the same manner as prior to such damage or destruction, or if Tenant cannot reasonably use all of its parking spaces granted hereunder, or if Tenant's or its customers' or employees' reasonable access to the Premises is impeded, Tenant by a written notice to Landlord within ninety (90) days following such damage or destruction may terminate this Lease. Unless Tenant has terminated this Lease, Landlord shall commence reconstruction of the Property as soon as possible and shall diligently and continuously prosecute such reconstruction through completion, and such reconstruction shall be completed within twelve (12) months from the date of such damage or destruction. Following such damage or destruction and unless and until the termination of this Lease, this Lease shall remain in full force and effect and subject to Section 7.a., Tenant shall continue the operation of its business at the Premises if and to the extent the Tenant determines, in Tenant's good faith judgment, that it is reasonably practical to do so. During Landlord's reconstruction of the Property as required hereunder: (a) Landlord shall abate or forgive Rent payments which become due from the time of such damage or destruction through the course of the reconstruction to reflect the extent to which

Tenant does not conduct its business operation at the Premises (except to the extent proceeds of business interruption or rental loss insurance are received by Tenant), and (b) the lease term shall continue and the parties shall continue to be bound by this Agreement. Landlord shall not be responsible for the cost of repair or replacement of Tenant's improvements, personal property or fixtures. If the damage or destruction occurs within the last six (6) months of the Initial Term or any Extension Period, either party may, by providing written notice to the other party, terminate this Lease, unless, if applicable, Tenant, within thirty (30) days following receipt of Landlord's notice exercises its option to extend the Term for an Extension Period or exercises its option to purchase by delivering notice of such election to Landlord.

17. CONDEMNATION

a. Notice. Landlord represents and warrants that, as of the date hereof other than as disclosed in the Purchase Agreement, there are no pending or, to the knowledge of the Landlord, threatened, contemplated or proposed (i) condemnation proceedings, suits or administrative actions relating to the Premises or (ii) road construction projects within the vicinity of the Premises which may affect access or traffic flow to the Premises, including but not limited to road construction projects on roadways adjacent to the Premises or any main highway, tollway or other roadway artery, or (iii) other matters that could adversely affect the current and/or future use or occupancy of the Premises. Landlord and Tenant shall each notify the other if either becomes aware that there will or might occur a taking of any portion of the Premises by condemnation proceedings, by exercise of any right of eminent domain, or by any conveyance in lieu of condemnation or eminent domain (each, a "Taking").

b. Termination of Lease. In the event of the permanent Taking of the entire Premises this Lease shall terminate as of the date of such Taking. If there occurs (i) a permanent Taking of a substantial portion of the Premises such that the remainder of the Premises shall not, in Tenant's reasonable opinion, be adequate and suitable for the conduct of Tenant's business as conducted prior to such Taking, or (ii) a Taking that reduces or eliminates the Tenant's parking spaces to which it is entitled hereunder, or (iii) a Taking that impedes Tenant's or its customers' or employees' reasonable access to the Premises, then Tenant may, at its option, terminate this Lease.

c. Continuation of Lease. If there is a permanent Taking of a portion of the Premises, or a Taking that reduces or eliminates the Tenant's parking spaces to which it is entitled hereunder, or a Taking that reduces or eliminates the Tenant's parking spaces to which it is entitled hereunder, or a Taking that impedes Tenant's or its customers' or employees' reasonable access to the Premises and this Lease is not terminated pursuant to Section 17.b hereof, then this Lease shall remain in full force and effect, except that appropriate equitable adjustments shall be made to, and in respect of, the Premises and Rent, and Landlord shall proceed with due diligence to perform any work necessary to restore the remaining portions of the Premises to the condition that they were in immediately prior to the Taking, or as near thereto as possible.

d. Temporary Taking. In the event of a temporary Taking of all or a portion of the Premises, and the Lease is not terminated as provided herein, this Lease shall remain in full force and effect, except that Rent shall be equitably abated with respect to the portion of the Premises so taken during the period of such temporary Taking.

e. Condemnation Award. Any award resulting from any Taking of the Premises for the value of Tenant's Alterations, improvements, Tenant's Property, relocation costs, loss of goodwill and loss of business value (including any other tangible and/or intangible assets which were acquired by Tenant from Landlord or Landlord's affiliate(s) in connection with the Asset Purchase Agreement) shall be the property of Tenant, and Tenant shall have the right to pursue a separate claim against the authority

for such matters. All of any award resulting from any such Taking not specifically reserved to Tenant shall be the property of Landlord.

18. DEFAULT BY LANDLORD

Notwithstanding any other provision of this Lease, if the Landlord by its act or omission is in breach or default of this Lease and renders the Premises or any portion thereof untenable or unfit for Tenant's business operations, then (a) if such untenability or unfitness continues for a period of five (5) consecutive days after Tenant notifies Landlord in writing thereof specifying such breach or default, all Rent shall abate for the period that the Premises remain untenable or unfit to the extent that the Premises have been rendered untenable or unfit; and (b) if such breach or default continues for a period of thirty (30) consecutive days after Tenant notifies Landlord in writing thereof (or such longer period not to exceed one hundred twenty (120) days as is reasonably required if such breach or default cannot be cured within such thirty (30) day period provided that Landlord has commenced and diligently prosecutes such cure), Tenant may (i) terminate this Lease at any time thereafter by delivering written notice to Landlord thereof, or (ii) cure such Landlord breach or default and deduct the cost from Rent. In addition to the foregoing, Rent due hereunder shall be subject to offset and or reduction as set forth in the Purchase Agreement, including, but not limited to the AutoNation Indemnifiable Damages (as defined in the Purchase Agreement).

19. DEFAULT BY TENANT

a. Default. It shall constitute an event of default ("Event of Default") and Tenant shall be in default ("Default") hereunder if:

(i) Tenant shall fail to pay any installment of Rent within five (5) days following receipt of written notice from Landlord stating that such installment of Rent is past due;

(ii) Tenant shall fail to perform or comply with any material term of this Lease (other than as provided in (a)(i) above), and such failure shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord specifying such failure and requiring it to be remedied, provided, however, that if any such failure, other than the failure to pay Rent, cannot with due diligence be remedied by Tenant within a period of thirty (30) days, if Tenant commences to remedy such failure within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such failure shall be extended so long as Tenant prosecutes such remedy with reasonable diligence;

(iii) Tenant shall make a general assignment for the benefit of creditors, file a voluntary petition under the Bankruptcy Code, have an involuntary petition under the Bankruptcy Code filed against it which involuntary petition is not dismissed within forty five (45) days of such filing, voluntarily appoint a receiver or consent to the appointment of a receiver to take possession of substantially all of Tenant's assets at the Premises if possession is not restored within forty five (45) days of such appointment; or

(iv) Tenant shall enter into an assignment or sublease of the Lease or the Premises except as permitted under this Lease.

b. Landlord Remedies. Following the occurrence of any Event of Default, Landlord shall have any and all of the remedies available at law or in equity, including but not limited to the right to terminate this Lease, except that in no event shall Landlord have the right to "accelerate" payment of

any Rent. Landlord shall use commercially reasonable efforts to mitigate damages and expenses caused by Tenant's default(s) hereunder, and any reletting by Landlord shall offset any damages to which Landlord may be entitled hereunder. No remedy or election by Landlord hereunder shall be deemed exclusive but shall be cumulative of all other remedies available to Landlord at law or in equity.

20. SURRENDER; HOLDOVER

At the end of the Term or upon termination of this Lease, whichever first occurs, Tenant shall quit and surrender possession of the Premises to Landlord in as good operating condition as existed at the Commencement Date, normal wear and tear, Landlord's Repairs and casualty and condemnation excepted. Tenant shall not be obligated to remove any Alterations to the Premises which were approved by Landlord, unless, if Landlord's approval was required for such Alteration, removal of such Alteration was agreed to by Tenant and Landlord at the time of the approval of such Alteration. Tenant has no right to retain possession of the Premises after the expiration or earlier termination of this Lease. In the event that Tenant holds over in violation of this Paragraph 20, then the Base Rent payable from and after the time of the expiration or earlier termination of this Lease shall be increased to one hundred twenty-five percent (125%) of the Base Rent applicable during the month immediately preceding such expiration or earlier termination.

21. BROKERAGE

Landlord represents and warrants that it has not been represented by any broker or agent in connection with this Lease. Landlord agrees to indemnify and hold harmless Tenant and AutoNation from any costs, expenses or damages incurred by Tenant or AutoNation to the extent such costs, expenses or damages are related to a violation of the foregoing representation and warranty. Tenant represents and warrants that it has not been represented by any broker or agent in connection with this Lease. Tenant agrees to indemnify and hold harmless Landlord from any costs, expenses or damages incurred by Landlord to the extent such costs, expenses or damages are related to a violation of the foregoing representation and warranty.

22. ASSIGNMENT AND SUBLETTING

Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease, sublet all or any portion of the Premises or otherwise transfer any interest in this Lease. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this Lease, sublet all or any portion of the Premises or otherwise transfer any interest in this Lease to any entity which is a subsidiary of AutoNation or which is under common control of Tenant. Landlord shall not assign this Lease or otherwise transfer any interest in this Lease or the Premises, and Tenant shall not be required to attorn to such new landlord, unless (i) Landlord has delivered to Tenant a written assignment and assumption agreement pursuant to which the new landlord assumes all of Landlord's obligations hereunder, a copy of the deed transferring the Premises to such new Landlord, a W-9 for the new landlord, and written instructions as to where to pay Rent due hereunder and delivery notices, and (ii) Landlord has complied with Section 23 of this Lease. Notwithstanding the foregoing, upon any such assignment or transfer by Landlord, the Lease shall continue in full force and effect, including, without limitation the Tenant's rights under Section 23 hereof.

23. RIGHT OF FIRST REFUSAL

In the event Landlord receives a bona fide offer to purchase the Property or any portion thereof during the term of this Lease or any extension thereof which is acceptable to Landlord, Tenant shall have the option and right to purchase the Property or portion thereof (as applicable) upon the same terms as contained in said offer to purchase. Within thirty (30) days from the Tenant's receipt of Landlord's written notice and a copy of the offer to purchase, Tenant shall notify Landlord of Tenant's intention to exercise the option to purchase. If Landlord does not receive Tenant's notice within thirty (30) days from delivery of Landlord's notice to Tenant, Landlord shall be free to complete the sale of the Property on terms no less favorable than the original bona fide offer, free from Tenant's right of first refusal as set forth in this Section 23, but subject to the terms of this Lease. If Tenant does not exercise the option to purchase hereunder, Tenant shall have the right of first refusal on any subsequent bona fide offers. Notwithstanding the foregoing, the right of first refusal described in this section shall not apply to (a) any offers to purchase by or transfers to any immediate family members (including parents, spouse, children or siblings) of Tom Coughlin or (b) any transfers for estate planning purposes to the family members (including parents, spouse, children or siblings) of Tom Coughlin or (c) any offers to purchase by or transfers to any Affiliate of Landlord which is owned and controlled by Tom Coughlin or any of his immediate family members (including parents, spouse, children or siblings) or (d) any transfers to any trust or other succession or estate and gift planning entity, whose settlor and majority beneficiary is or limited partnership or other entity whose majority owner is Tom Coughlin or his family members (including parents, spouse, children or siblings); however, any and all such purchasers and/or transferees shall be subject to the right of first refusal described herein with respect to the Premises from and after such transfer and shall otherwise comply with the terms and provisions of this Lease.

24. TERMINATION RIGHT.

Tenant shall have a one-time option to terminate this Lease prior to the Lease expiration date in accordance with the following terms and conditions:

a. Tenant shall provide a written termination notice to Landlord prior to the date which is the nine (9) month anniversary of the Lease Commencement Date (the "Termination Notice").

b. Such Lease termination shall be effective upon the date set forth in such written notice sent to Landlord, which date shall be the date which is not less than nine (9) months and not more than eighteen (18) months after delivery of the Termination Notice (the "Early Termination Date").

c. Tenant may extend the Lease from month to month beyond the Early Termination Date, not to exceed six (6) months, so long as Tenant has made reasonable efforts to relocate its automotive dealership operating at the Premises and has provided Landlord with not less than ninety (90) days notice of the request for such month to month extension. Tenant shall continue to pay Rent due under the Lease on a monthly basis through the Early Termination Date, as extended in accordance herewith.

d. Upon Tenant's timely delivery of the Termination Notice, payment of Rent, and timely vacation of the Premises in accordance with this Section 24, the Lease shall terminate and expire and the parties shall have no further obligations hereunder.

25. EXPANSION OF PREMISES

As set forth herein, Tenant currently leases and occupies the Premises, and subject to the terms and conditions of this Lease, Landlord's affiliate d/b/a Mt. Kisco Volvo ("Volvo Tenant"), is

contemplated to be a tenant of certain space located on the Property owned by Landlord and certain parking and other spaces and used in connection therewith or related thereto as identified on Exhibit C attached hereto (the "Expansion Premises"). Notwithstanding anything herein to the contrary, in the event Tenant has not delivered the Termination Notice as set forth in Section 24 above, Tenant shall have the right to cause the Volvo Tenant to vacate the Expansion Premises, and to thereafter expand Tenant's Premises to include the Expansion Premises, in accordance with the following terms and conditions:

a. At any time prior to May 1, 2017, Tenant shall deliver written notice to Landlord stating that Tenant does not intend to relocate its dealership operations off of the Premises, in which case Landlord shall cause Volvo Tenant to vacate the Property within nine (9) months after the date of Tenant's notice to Landlord (the "Outside Date").

b. Thereafter, Landlord shall notify Tenant when the Property has been vacated by Volvo Tenant and is ready for Tenant's occupancy (which in no event shall be later than the Outside Date), and thereafter the parties shall enter into an amendment to this Lease to memorialize the expansion of the Premises leased hereunder to include the Expansion Premises (after which time the "Premises" shall constitute the entire Property) upon the same terms and conditions set forth herein, subject to (i) the increase in the monthly Base Rent as provided herein, and (ii) Tenant's right to inspect such Expansion Premises and Landlord's obligation to deliver same in good order, condition and repair, and otherwise substantially in the same condition as such Expansion Premises are in as of the Lease Commencement Date with any and all damage caused by the prior tenant's move out repaired to the reasonable satisfaction of Tenant.

c. Additional Rent During Volvo Tenant's Occupancy of Expansion Premises. Notwithstanding anything herein to the contrary, with respect to all periods during the Volvo Tenant's occupancy of the Expansion Premises, the parties' responsibilities for expenses shall be as set forth in this Section 25(d), with Tenant's proportionate share for expenses ("Tenant's Proportionate Share") being fifty percent (50%):

i. Taxes. In lieu of the payment arrangement for Taxes set forth in Section 4 hereof, Tenant shall pay Tenant's Proportionate Share of the Taxes. Landlord shall invoice Tenant each month ("Monthly Invoice") for the estimated Tenant's Proportionate Share of Taxes for the prior month. Upon receipt of the actual bill for Taxes, Landlord shall notify Tenant of such amounts (which notice shall include documentation evidencing the actual Taxes payable or paid with respect to the Property), including, as applicable, (1) a bill for any additional Taxes as may be due to Landlord for Tenant's Proportionate Share of Taxes in excess of the estimated Taxes previously paid by Tenant for the applicable period, or (2) reimbursement for any overage paid by Tenant for its Proportionate Share of Taxes in excess of the actual amount due from Tenant.

ii. Maintenance and Repairs. In lieu of the provisions for maintenance, repairs and the like set forth in Section 6 hereof, Landlord shall make or cause to be made all normal maintenance and repairs to the Property as are needed to maintain the Property and all improvements thereon in good working order and condition, subject to reasonable wear and tear, provided that Tenant shall be responsible for the maintenance of equipment used in connection with Tenant's business operations at the Premises and used exclusively by Tenant (such as the service stalls located within the Tenant's Premises) at its own cost and expense. Tenant and Landlord agree that the obligations of Landlord set forth in the preceding sentence (collectively "Basic Repairs") are of a type that would reasonably be considered maintenance and repair performed to keep the Premises operational and in good working order, and specifically exclude more extensive work such as replacement of the HVAC unit,

other building systems such as plumbing or electrical systems, the roof, and the foundation or structural components of the building.

All repairs, replacements and maintenance other than Basic Repairs shall be the sole responsibility of Landlord and the costs thereof shall be borne solely by Landlord (not to be included in the expenses invoiced to Tenant by inclusion in the Monthly Invoice or otherwise). All costs for Basic Repairs shall be split equally by Landlord between the Tenant and Volvo Tenant; Landlord shall include Tenant's Proportionate Share thereof in the Monthly Invoice for payment by Tenant. Notwithstanding anything to the contrary herein, Volvo Tenant shall be solely responsible for any and all maintenance, repairs and replacements necessitated by the acts or omissions of Volvo Tenant or its employees, affiliates, contractors, agents or assigns.

iii. Common Expenses. As additional rent, Tenant shall pay its Proportionate Share of all common expenses attributable to the Property (except that the Taxes and maintenance and repairs covered in subsections (i) and (ii) above shall be as set forth therein), including without limitation utilities, phone lines, operational maintenance such as landscaping, pest control, costs for maintenance of the Common Areas, janitorial service, waste service, and other similar shared facility costs. Landlord shall include Tenant's Proportionate Share thereof in the Monthly Invoice for payment by Tenant. To the extent the parties use services or equipment serving only their respective premises, the same shall not be considered Common Areas and shall be maintained and repaired as required hereunder by the party that uses such services or equipment.

iv. Payment of Monthly Invoice. Tenant shall pay all fees set forth in the Monthly Invoice within thirty (30) days after receipt thereof, provided that the Monthly Invoice shall be accompanied by all supporting documentation required hereunder to be included in the same. Notwithstanding anything to the contrary, Tenant shall have no obligation to pay any and all amounts not invoiced by Landlord to Tenant within ninety (90) days after the Tenant's expansion into the Expansion Premises or the effective date of termination of this Lease, as applicable.

v. Quarterly Review. Tenant and Landlord shall meet quarterly to review the allocation and payment of expenses for the Property and shall negotiate in good faith any appropriate adjustments to the allocation thereof (including, without limitation, any amendments hereto that are necessary to evidence such changes). In connection with such review, and at all other times as reasonably requested by Tenant, Landlord shall make available to Tenant all documentation supporting or relating to the amount and payment of such expenses.

w. All-Risk Property Insurance. Landlord shall be responsible for maintaining the insurance required in Section 13(a) hereof, and shall include Tenant's Proportionate Share thereof in the Monthly Invoice for payment by Tenant.

e. Acknowledgment of Landlord. Landlord acknowledges that Volvo Tenant is an affiliate of Landlord, and that such affiliation is the sole reason Tenant has agreed to allow such Volvo Tenant to occupy the Expansion Premises, and in such regard, in the event Volvo Tenant does not make payment for any sums due hereunder, Tenant may offset such amounts against the Rent due hereunder from Tenant to Landlord. In the event Volvo Tenant fails to undertake to cure any obligation of Volvo Tenant hereunder, Tenant may, at its option, undertake such cure and offset all amounts expended by Tenant in connection with against the Rent due hereunder from Tenant to Landlord.

26. MISCELLANEOUS

a. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

b. Certain Definitions.

(i) "Including" means including without limitation.

(ii) "Indemnitee" means any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof), or any other entity recognized under the laws of any state (a) of which either party is a direct or indirect subsidiary of any tier, or that directly or indirectly controls such party, (b) that is a direct or indirect subsidiary of any tier of such party or that such party directly or indirectly controls, or (c) that is under direct or indirect common control with such party, and all employees, officers, directors, managers, agents, members, shareholders, partners, other owners and affiliates, lenders, contractors, invitees, and representatives thereof.

c. Indemnification Matters Involving Third Parties. With respect to the obligation of either party to indemnify pursuant to this Lease:

(i) If any third party shall notify any person or entity entitled to indemnification under this Lease (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against another party (the "Indemnifying Party"), then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless, and then solely to the extent, the Indemnifying Party thereby is prejudiced.

(ii) An Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice satisfactory to the Indemnified Party so long as (a) the Indemnifying Party notifies the Indemnified Party in writing, within fifteen (15) days after the Indemnified Party has given notice of the Third Party Claim, that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Adverse Consequences (defined below) the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (b) the Indemnifying Party provides the Indemnified Party with evidence acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (c) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (d) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party and (e) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently. "Adverse Consequences" means all claims, causes of action, loss, damages, penalties, fines, costs and expenses (including attorneys' fees).

(iii) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with clause (ii) above, (A) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect

to the Third Party Claim without the prior written consent of the Indemnifying Party, not to be withheld unreasonably, and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party, not to be withheld unreasonably.

(iv) If any of the conditions in clause (ii) above is or becomes unsatisfied, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), (B) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including attorneys' fees and expenses), and (C) the Indemnifying Party will remain responsible for any damages, penalties, fines, costs and expenses, including attorney's fees, the Indemnified Party may suffer resulting from, arising out of, relating to, or caused by the Third Party Claim to the fullest extent provided in this Lease.

d. Force Majeure. Any prevention, delay or stoppage due to inclement weather, civil commotion, fire or other acts of God, and other causes beyond the reasonable control of the party obligated to perform (except financial inability) shall excuse the performance hereunder, for a period equal to the period of any said prevention, delay or stoppage, of any obligation hereunder, except the obligation of Tenant to pay Rent or any other sums due hereunder.

e. Rights and Remedies. All rights and remedies of either party expressly set forth herein are intended to be cumulative and not in limitation of any other right or remedy set forth herein or otherwise available to such party at law or in equity.

f. No Waiver. The failure of either party to seek redress for a breach of, or to insist upon the strict performance of any covenant or condition of this Lease, shall not prevent a subsequent act which would have originally constituted a breach from having all the force and effect of an original breach. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease by Tenant shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. The payment by Tenant of Rent with knowledge of the breach of any covenant of this Lease by Landlord shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Tenant unless such waiver is in writing and signed by Tenant.

g. Successors and Assigns. Subject to the terms of Section 22 and Section 23 hereof, neither party hereto shall be permitted to assign this Lease without the prior written consent of the other Party; however, in the event this Lease is assigned, each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legal representatives, successors and assigns.

h. Recording. Tenant, at its sole cost, may record a short form of this Lease or a memorandum thereof. Landlord will cooperate with Tenant in the execution and delivery of such documents as may be required to effectuate the foregoing in accordance with the requirements, customs and practices governing such recordation. Upon the termination of the Lease, Tenant shall, if requested by Landlord, execute and deliver to Landlord a termination notice in recordable form.

i. Notices. All notices required hereunder shall be in writing and shall be effective when delivered to the address set forth below (or to such other addresses as either party may subsequently designate).

(i) if to Tenant to:

NY Luxury Motors of Mt. Kisco, Inc.
c/o AutoNation, Inc.
200 S.W. 1st Ave., 14th Floor
Ft. Lauderdale, Florida 33301
Attn: Corporate Real Estate Services
Telecopy: (954) 769-2067

with a copy (which shall not constitute notice) to:

NY Luxury Motors of Mt. Kisco, Inc.
c/o AutoNation, Inc.
200 S.W. 1st Ave., 14th Floor
Ft. Lauderdale, Florida 33301
Attn: Real Estate Counsel
Telecopy: (954) 769-6622

(ii) if to the Landlord:

HVA Realty, LLC
250 Kisco Avenue
Mt. Kisco, NY 10549

with a copy (which shall not constitute notice) to:

Arent Fox LLP
1675 Broadway #34
New York, NY 10019
Attn: Mr. Russell McRory
Telecopy: 212-484-3990

Any notice, consent or approval required or permitted to be given under this Lease shall be in writing and shall be deemed to be received upon (i) hand delivery, (ii) one (1) day after being deposited with a reliable overnight courier service that provides evidence of delivery (e.g. FedEx), or (iii) five (5) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required.

j. Entire Agreement; Modifications. This Lease and the Purchase Agreement contain the entire agreement between the parties concerning the matters set forth herein and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. Further, this Lease supersedes any and all prior lease(s) for the Premises that may have been entered into by the parties. Notwithstanding the foregoing, Tenant's remedies hereunder and under the Purchase Agreement shall be cumulative and not exclusive, and nothing in this Lease shall limit Tenant's remedies under the Purchase Agreement.

k. Attorneys' Fees. If either party hereto shall bring an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such proceeding, action or appeal thereon, shall be entitled to recovery of its reasonable attorneys' fees. Such attorneys' fees may be awarded in the same suit or recovered in a separate suit.

1. Joint and Several Obligations. If Landlord or Tenant includes more than one person or entity, the obligations shall be joint and several of all such persons and entities.

m. Severability. If any of the provisions, or parts of any provisions, contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein.

n. Headings. The headings, titles, subtitles, captions, and any table of contents, are inserted solely for convenient reference and shall be ignored in any construction of this instrument. In the event of discrepancy between the heading and the text of a particular provision of the Lease, the text shall control.

o. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile, electronic, email or .pdf copy of this Agreement and any signatures hereon shall be considered for all purposes as originals and may be delivered in counterpart and be deemed one original agreement.

p. Waiver of Jury Trial. Landlord and Tenant waive trial by jury in any action or proceeding brought by either of the parties hereto against the other or on any counterclaim in respect thereof on any matters whatsoever arising out of or in any way connected with the Lease, the Purchase Agreement, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage under this Lease.

q. Estoppel Certificates. Within fifteen (15) days following request by the other party, Landlord or Tenant (as applicable) agrees to execute and return to the other party an estoppel certificate containing such statements regarding the Lease as the requesting party reasonably requests.

r. Lien Law. This Lease is subject to the trust fund clause as provided for in Section 13 of the New York Lien Law.

s. Common Areas. This Section 26(s) will apply for so long as, and unless and until, the Tenant exclusively occupies the Expansion Premises pursuant to Section 25 hereof.

i. Tenant's Use of Common Areas. All areas, spaces, equipment and special services commonly serving or jointly used for the benefit of the occupants of the Property, including without limitation accessways and parking areas (unless such parking areas are labeled as being for Volvo's use on Exhibit A-2 attached hereto), driveways, truckways, delivery passages, loading docks, sidewalks, ramps, share corridors, shared walls, landscaped and planted areas, building signs, exterior signage, exterior stairways, restrooms on the Property to the extent that adequate stand-alone restroom facilities are not located entirely within and accessible from the Premises, exit doors, shared kitchens and all other similar shared spaces located on the Property, shall be deemed "Common Areas." Landlord hereby grants and conveys to Tenant the non-exclusive right and an easement in common with the Volvo Tenant to utilize the Common Areas. Subject to municipal rules and regulations, and subject to any necessary repairs or emergencies, Landlord shall provide Tenant with continual use of and access to the Premises and the Common Areas.

ii. Parking Areas. Tenant shall have the exclusive right to use, for the benefit of itself and its employees, contractors, visitors, invitees, agents and assigns, the parking areas identified for Tenant's use on Exhibit A-2 attached hereto (collectively, the "Parking Areas").

iii. Security. During the term of the Lease, the Landlord shall reasonably cooperate in good faith with Tenant to allow Tenant to establish such security improvements and/or procedures as is reasonably required by Tenant to secure its Premises and its vehicles and other personal property to be stored, placed or kept within the Common Areas and/or Tenant's Parking Areas.

t. Landlord's Affiliates. In the event that Landlord allows one or more of its affiliates to occupy and/or operate on the Property, Landlord shall cause such affiliate(s) to fully comply with the terms of this Lease as if such affiliate(s) were the "Landlord" hereunder.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the parties hereto have duly executed this Lease as of the day and year first above written.

Witnesses

LANDLORD:

HVA REALTY, LLC,
a New York limited liability company

By: [Signature]
Name: Thomas J. Coughlin
Title: Manager

[Signature]
STATE OF New York)
COUNTY OF Westchester) SS.

On July 28, 2016, before me appeared Thomas J. Coughlin, in his/her capacity as the Manager of HVA REALTY, LLC, a New York limited liability company, on behalf of such company, personally known to me to or proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her/ signature(s) on the instrument the entity upon behalf of which he/she acted, executed the instrument.

Given under my hand this the 28 day of July, 2016.

NOTARY PUBLIC
Notary for the State of New York
No. 00000000000000000000
Qualified to perform in County Westchester
Commission Expires 2016

[Signature]
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

{AFFIX NOTARY STAMP/SEAL ABOVE}

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

In witness whereof, the parties hereto have duly executed this Lease as of the day and year first above written.

Witnesses:

TENANT:

NY LUXURY MOTORS OF Mt. KISCO, INC.,
a Delaware corporation

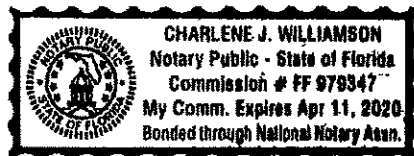
Charlene Wilkinson
Charlene Wilkinson
Idys Serrano
Idys Serrano

By: [Signature]
Name: C. Coleman Edmunds
Title: Assistant Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

On July 26, 2016, before me appeared C. Coleman Edmunds, in his capacity as the Assistant Secretary of NY LUXURY MOTORS OF MT. KISCO, INC., a Delaware corporation, on behalf of such company, personally known to me to or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the entity upon behalf of which he acted, executed the instrument.

Given under my hand this the 26 day of July, 2016.




Charlene J. Williamson
Notary Public, State of FLORIDA
Print Name: CHARLENE J. WILLIAMSON
My Commission Expires: 4/11/2020


{AFFIX NOTARY STAMP/SEAL ABOVE}

JOINDER OF VOLVO TENANT

The undersigned hereby consents and agrees to the terms and provisions of this Lease.

WITNESSES:


Print Name: Charles Gallier


Print Name: Russell McIlroy


By: 
Print Name: Thomas J. Coughlin
Its: Manager

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE INCORPORATED VILLAGE OF MOUNT KISCO, TOWN OF MOUNT KISCO; COUNTY OF WESTCHESTER, STATE OF NEW YORK, KNOWN AND DESIGNATED AS AND BY LOT 4 ON A CERTAIN MAP ENTITLED, "SUBDIVISION OF PROPERTY PREPARED FOR M.K.D. CORP." FILED ON 10/29/70 IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER, AS MAP NO. 17258, WHICH SAID LOT IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF KISCO AVENUE AT NORTHWESTERLY END OF THE ARC OF A CURVE WHICH CONNECTS THE NORTHERLY SIDE OF HOLIDAY DRIVE (KNOWN AS LOT 6 ON THE AFORESAID MAP) WITH THE EASTERLY SIDE OF KISCO AVENUE;

RUNNING THENCE ALONG THE EASTERLY SIDE OF KISCO AVENUE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 6° 52' 10" WEST, 69.50 FEET;

NORTH 6° 06' 00" WEST, 105.03 FEET;

NORTH 16° 26' 40" WEST, 24.16 FEET TO LANDS NOW OR FORMERLY OF SAW MILL RIVER PARKWAY;

RUNNING THENCE NORTH 84° 20' 01" EAST, ALONG SAID LANDS, 458.30 FEET TO THE NORTHWESTERLY SIDE OF HOLIDAY DRIVE;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE NORTHWESTERLY AND NORTHERLY SIDES OF HOLIDAY DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: ALONG THE ARC OF A CURVE BEARING TO THE LEFT, HAVING A RADIUS OF 150 FEET, A DISTANCE OF 130.34 FEET;

SOUTH 29° 40' 10" WEST, 161.57 FEET; ALONG THE ARC OF A CURVE BEARING TO THE RIGHT, HAVING A RADIUS OF 100 FEET, A DISTANCE OF 105.47 FEET;

NORTH 89° 54' 10" WEST, 135.03 FEET TO THE SOUTHEASTERLY END OF THE ARC OF A CURVE WHICH CONNECTS THE NORTHERLY SIDE OF HOLIDAY DRIVE WITH THE EASTERLY SIDE OF KISCO AVENUE;

THENCE NORTHWESTERLY ALONG THE OF SAID CURVE BEARING TO THE RIGHT, HAVING A RADIUS OF 25 FEET, A DISTANCE OF 36.23 FEET TO THE NORTHWESTERLY END THEREOF AT THE POINT OR PLACE OF BEGINNING.

EXHIBIT A-2

DESCRIPTION OF PREMISES; TENANT'S PARKING AREAS

Premises: the buildings (or portions thereof) and other improvements labeled in the graphic below as "Land Rover" (but excluding all exterior parking areas)

Tenant's Parking Areas: the exterior parking areas labeled in the graphic below as "Land Rover"



EXHIBIT B
TITLE REPORT
[See attached]



First American Title

CERTIFICATE OF TITLE

First American Title Insurance Company

Title No. 3050-172281ARTT

First American Title Insurance Company ("the Company") certifies to the "proposed insured(s)" listed herein that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.
THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY
NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary



First American Title

CLOSING REQUIREMENTS

1. **CLOSING DATE:** In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
2. **PROOF OF IDENTITY:** Identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
3. **POWER OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY. The Power must be in recordable form.
4. **CLOSING INSTRUMENTS:** If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
5. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
6. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps are on file.
7. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

MISCELLANEOUS PROVISIONS

1. THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTION BASED UPON THE CONTENTS HEREOF.
2. THE COMPANY'S CLOSER MAY NOT ACT AS LEGAL ADVISOR FOR ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. THE CLOSER IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY.
3. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, mouldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
4. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
5. This company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
6. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
7. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.



First American Title

Proposed Insured	Amended:	July 21, 2016
Purchaser:	Title No.:	3050-172281ARTT
	Effective Date:	06/11/2016
Mortgagee:	Redated:	

Amount of Insurance:
Leasehold: \$TBD
Mortgage: \$0.00

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule "A", subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and or mortgaged by:

HVA Realty, LLC, a New York limited liability company

Who acquired Title by Bargain and Sale Deed with Covenant against Grantor's Acts from J.S. Realty Co., dated September 19, 2000 and recorded January 18, 2001 under Control No. 410090551.

Premises described in Schedule "A" are known as:

Address: 299 Kisco Avenue,
Mount Kisco, New York

County: Westchester

Town: Mount Kisco

Section: 69.49

Village: Mount Kisco

Block: 2

Lot: 1

**For any Title Clearance Questions
on this Report please call
Anthony C. Lee, Esq.
(585)232-3680**

ACL/AL



First American Title

Title No. 3050-172281ARTT
Amended: March 23, 2016

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE INCORPORATED VILLAGE OF MOUNT KISCO, TOWN OF MOUNT KISCO; COUNTY OF WESTCHESTER, STATE OF NEW YORK, KNOWN AND DESIGNATED AS AND BY LOT 4 ON A CERTAIN MAP ENTITLED, "SUBDIVISION OF PROPERTY PREPARED FOR M.K.D. CORP." FILED ON 10/29/70 IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESTCHESTER, AS MAP NO. 17258, WHICH SAID LOT IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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NORTH 6° 06' 00" WEST, 105.03 FEET;

NORTH 16° 26' 40" WEST, 24.16 FEET TO LANDS NOW OR FORMERLY OF SAW MILL RIVER PARKWAY;

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THENCE SOUTHWESTERLY AND WESTERLY ALONG THE NORTHWESTERLY AND NORTHERLY SIDES OF HOLIDAY DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: ALONG THE ARC OF A CURVE BEARING TO THE LEFT, HAVING A RADIUS OF 150 FEET, A DISTANCE OF 130.34 FEET;

SOUTH 29° 40' 10" WEST, 161.57 FEET; ALONG THE ARC OF A CURVE BEARING TO THE RIGHT, HAVING A RADIUS OF 100 FEET, A DISTANCE OF 105.47 FEET;

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THENCE NORTHWESTERLY ALONG THE OF SAID CURVE BEARING TO THE RIGHT, HAVING A RADIUS OF 25 FEET, A DISTANCE OF 36.23 FEET TO THE NORTHWESTERLY END THEREOF AT THE POINT OR PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.



First American Title

Title No. 3050-172281ARTT
Amended: July 21, 2016

SCHEDULE "B-I"
(REQUIREMENTS)

THE FOLLOWING ARE REQUIREMENTS TO BE COMPLIED WITH FOR A TITLE POLICY TO ISSUE:

NOTE: First American Title Insurance Company is pleased to announce our updated website, which can be accessed at <http://www.firstam.com/title/ny/>. This site will enable you to calculate charges for premiums, endorsements, taxes, recording fees and more.

1. Rights of tenants or persons in possession, if any.
2. **Amended: 6/25/2016** Returns, if any, of title search continuation since 06/11/2016 to the date of closing.
3. Note: Contact Counsel for the Company in advance of closing if a document is to be executed pursuant to a power of attorney.
4. **Amended: July 21, 2016; ACL** - The following endorsements will be added to the final policy:
 - Standard New York Endorsement (Owner)
 - TIRSA Land Same as Survey (Owner)
 - TIRSA Waiver of Arbitration (Owner)
 - TIRSA Leasehold (Owner)
5. Taxes, tax liens, tax sales, water rates, sewer rents and assessments regarding Tax Map #69.49-2-1:

SEE ATTACHED TAX SEARCH.

NOTE: If tax amounts are provided as part of this report, updated figures must be obtained prior to closing to insure payment of the proper amounts including any interest or penalties.

PROOF OF PAYMENT AND SATISFACTION OF ANY AND ALL TAXES, PILOT PAYMENTS, AND OTHER MUNICIPAL CHARGES AFFECTING THE PREMISES AS WELL AS SATISFACTION OF ANY AND ALL TAX LIENS OF RECORD.

6. Official Village Tax/Assessment Certificate required.
7. **Amended: July 21, 2016; ACL** - Re: HVA Realty, LLC
 - (a) (i) Proof is required of its formation and that it has not been dissolved. - Satisfied
 - (ii) Proof is also required that there has been no change in the composition of the Limited Liability Company.
 - (b) A copy of its Articles of Organization and any amendments thereto, must be delivered to the Company for review in advance of closing. - Satisfied
 - (c) A copy of its Operating Agreement and any amendments thereto, must be delivered to the Company for review in advance of closing. - Company certificate to be provided at closing.
 - (d) Proof is required that the transaction to be insured has been duly authorized. - To be signed and delivered at closing.



First American Title

Title No. 3050-172281ARTT

SCHEDULE B-I Continued
(REQUIREMENTS)

(e) The name(s) of the managing member(s) must be furnished to this Company in advance of the closing so that federal tax lien and bankruptcy searches can be run. If the limited liability company does not have managing members, please contact Company Counsel to identify the names of the members as to whom said searches are to be run. - Ordered

NOTE: At least two-thirds in interest of the members at a duly called and noticed meeting are required to vote for or consent in writing to a sale, lease or mortgage, pursuant to Sections 402, 403, 405 and 407 of the Limited Liability Company Law. Counsel must be advised in advance of the closing if less than two-thirds have voted for or consented in writing to the proposed transaction (or that such a vote or consent is anticipated) to determine if there is or will be due authority to convey.

Conveyances by a Limited Liability Company formed on and after August 31, 1999, and a previously formed Limited Liability Company having amended its Operating Agreement to so provide, may proceed on the vote of a majority in interest of its members.

8. A. Mortgage given by J.S. Realty Co. to Phillip Callaci and Anna Callaci, and Peter Calbrese and Rose Calabrese in the amount of \$2,000,000.00, plus interest, dated April 24, 1989 and recorded May 5, 1989 in Liber 13126 of Mortgages, at page 333, Mortgage No. CG-2291; Said Mortgage having been amended and modified by an Order and Stipulation of Settlement filed September 16, 1994 under Index No. 94-10263.

Mortgage A, as modified and amended, was assigned by Phillip Callaci and Anna Callaci, and Rose Calabrese (Individually and as Executrix of the Estate of Peter Calabrese) to The Bank of New York by an Assignment of Mortgage dated September 11, 2000 and recorded January 18, 2001 under Control No. 410090619.

B. Mortgage given by HVA Realty, LLC to The Bank of New York in the amount of \$196,125.51, plus interest, dated September 19, 2000 and recorded January 18, 2001 under Control No 410090653, Mortgage No. CR-37677.

Mortgages A and B above, as respectively modified and assigned, were spread, consolidated and modified by an Agreement of Spreader, Consolidation and Modification of Mortgage by and between HVA Realty, LLC and The Bank of New York dated September 19, 2000 and recorded January 18, 2001 under Control No. 410090636 to form a single coordinate lien of \$2,000,000.00.

Mortgages A and B, as modified, assigned, spread and consolidated, were further modified by First Agreement Extending Agreement of Spreader Consolidation and Modification of Mortgage by and between HVA Realty, LLC and The Bank of New York dated October 1, 2005 and recorded December 7, 2006 under Control No. 462990584.

Mortgages A and B, as modified, assigned, spread, extended and consolidated, were assigned by The Bank of New York to JPMorgan Chase Bank, N.A. by an Assignment of Mortgage and Security Agreement dated October 1, 2006 and recorded May 8, 2007 under Control No. 471220006.

Mortgages A and B, as modified, assigned, spread, extended and consolidated, and further assigned were further modified and extended by Second Agreement Extending Agreement of Spreader Consolidation and Modification of Mortgage by and between HVA Realty, LLC and JPMorgan Chase Bank, N.A. dated September 1, 2010 and recorded February 24, 2011 under Control No. 510383238.



First American Title

Title No. 3050-1722B1ARTT
Amended: May 13, 2016

SCHEDULE B-I Continued
(REQUIREMENTS)

9. Assignment of Leases and Rents given by HVA Realty, LLC (Assignor) to The Bank of New York (Assignee) dated September 19, 2000 and recorded January 18, 2001 under Control No. 410090645.

Said Assignment of Leases and Rents was assigned from The Bank of New York to JPMorgan Chase Bank, N.A. by an Assignment of Assignment of Leases and Rents dated October 1, 2006 and recorded May 11, 2007 under Control No. 471220004.
10. NOTE: Westchester County has imposed a mortgage recording tax of .0025 (1/4%) of the principal amount of the mortgage, in addition to the New York State portion of the tax, for an aggregate mortgage recording tax in Westchester County (outside of the City of Yonkers) of 1.30%.
11. NOTE: Commencing January 1st, 2010, the Westchester County Clerk will require that the following forms submitted in connection with the transfer of real property in Westchester County be completed on the Internet using the Property Records Electronic Portal (PREP) System: 1) The New York State Real Estate Transfer Tax Return ("TP-584") and the New York State Real Property Transfer Report ("RP-5217"). These forms must be printed from PREP and submitted to the recording office with the closing instruments. A Cover Page created on the PREP System must be prepared by the submitting title company. This cannot be accomplished unless any required tax forms, if prepared by other than the title company, are assigned in PREP to the title company in advance of closing. Please contact the underwriter assigned to the transaction prior to closing.
12. This Certificate of Title/Title Report has been prepared for the insuring of a "Cash Purchase" transaction only. In the event it is to be used for an additional or a different transaction, including financing of any kind, Counsel for this Company must be so advised in advance of closing. Additional exceptions may then be raised.
13. **Added; March 23, 2016; ACL** - The survey map referenced on Schedule BII, Item No. 1 herein MUST be finalized, certified to First American Title Insurance Company, and have the signature and official seal of the Surveyor. If a final map is not presented prior to closing for review/approval by this Title Company, any final policy will be subject to any state of facts a guaranteed ALTA/ACSM survey of current date would disclose.
14. **Omitted; July 21, 2016; ACL** - Re: NY Luxury Motors of Mt. Kisco, Inc., a Delaware corporation:
 - (a) A copy of its Certificate of Incorporation and By-Laws and any amendments thereto must be submitted to this Company prior to closing.
 - (b) The authority of the corporation to acquire, convey, lease or mortgage the premises described in Schedule A, as applicable, under the laws of the state or country of incorporation, and a resolution of its Board of Directors or Managing Directors authorizing a named officer or director to execute the conveyance lease or mortgage to be insured, must be submitted to the Company in advance of the closing.
(NOTE: A foreign corporation can have no greater powers than a domestic corporation under Section 1306 of the Business Corporation Law)
 - (c) A certificate of good standing from the state or country of incorporation must be submitted.
NOTE: A translation of any document not in English (in the case of an alien corporation) must be submitted to the Company in advance of closing.



First American Title

Title No. 3050-172281ARTT
Amended: April 6, 2016

SCHEDULE B-I Continued
(REQUIREMENTS)

15. **Added; April 6, 2016; ACL/KD -** The original of the lease to be insured or a memorandum thereof must be recorded.
16. **Added; April 6, 2016; ACL/KD -** The original of the lease to be insured must be submitted to this Company prior to closing.
17. **Added; April 6, 2016; ACL/KD -** The lease to be insured must not recite fractional interests. It must convey all of the right, title and interest of the lessors therein.



First American Title

Title No. 3050-172281ARTT
Amended: July 21, 2016

SCHEDULE "B-II"
(EXCEPTIONS)

THE POLICY WILL INCLUDE AS EXCEPTIONS TO TITLE THE FOLLOWING MATTERS UNLESS THEY ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. **Amended; March 23, 2016; ACL -** ALTA/ACSM Survey Map made by Raymond B. Dawber, P.L.S. of LMS Surveying LTD for Commercial Due Diligence Services, designated Project No. 15-12-01967:004, dated January 25, 2016 based on field work completed January 12, 2016, shows the following:
A) Policy insures the One-story Block and Stucco Building is located within the surveyed boundary lines of the Land/Premises;
B) Chain link fence located up to 2.6 feet south of northerly surveyed boundary line;
C) Trash enclosure area located up to 2.2 feet southeast of southeast surveyed boundary line;
D) Concrete curb and pavement located up to 2.3 feet south of south surveyed boundary line.

This survey map **MUST** be finalized, certified to First American Title Insurance Company, and have the signature and official seal of the Surveyor. If a final map is not presented prior to closing for review/approval by this Title Company, any final policy will be subject to any state of facts a guaranteed ALTA/ACSM survey of current date would disclose.

2. Easements and Restrictions as shown on Map filed in the Westchester County Clerk's Office as Map No. 17258.
3. **Amended; July 21, 2016; ACL -** Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same as they affect the Land/Premises.
4. **Amended; July 21, 2016; ACL -** Rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto as they affect the Land/Premises.
5. **Omitted as per survey; March 23, 2016; ACL -** Easement to Village of Mount Kisco for water and sewer lines as is set forth in an Instrument recorded January 13, 1967 in Liber 6682 of Deeds, at page 623.
6. **Omitted as per survey; March 23, 2016; ACL -** Easement to Consolidated Edison Company of New York, Inc. by Instrument recorded March 12, 1969 in Liber 6843 of Deeds, at page 630.
7. **Omitted as per survey; March 23, 2016; ACL -** Easement as is set forth in Instrument recorded July 12, 1973 in Liber 7137 of Deeds, at page 694.
8. **Amended; July 21, 2016; ACL -** Rights of subtenants or parties in possession of the Premises under unrecorded Leases or rental agreements of any kind without options to purchase or rights of first refusal.



First American Title

**CONSUMER ACKNOWLEDGMENT OF TITLE INSURANCE
PREMIUMS, FEES, AND SERVICE CHARGES**

This Memorandum MUST be attached to all final invoices.

Date: 07/21/2016

Order/File No.: 3050-172281ARTT

Property: 299 Kisco Avenue, Mount Kisco, NY

I/We acknowledge that I/we have reviewed the premium calculations, fees, and service charges being charged to me/us. I/We acknowledge that these charges have been explained to me/us and that I/we understand them as set forth on this Memorandum.

NOTE: All buyers, borrowers, or their authorized representative(s) are required to sign this Memorandum of Acknowledgment pursuant to New York State Insurance Law.

REQUIRED SIGNATURES:

Seller(s):

Buyer(s)/Borrower(s):

HVA Realty, LLC, a limited liability company

NY Luxury Motors of Mt. Kisco, Inc., a corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Lender:

By: _____

Printed Name: _____

Title: _____



First American Title

**CONSUMER NOTICES AND DISCLOSURES AS REQUIRED
PURSUANT TO NEW YORK INSURANCE LAW:**

Date: July 21, 2016
Order/File No. 3050-172281ARTT
The Property: 299 Kisco Avenue, Mount Kisco, NY
To: (Borrower(s)) NY Luxury Motors of Mt. Kisco, Inc.

These disclosures and Notices are for the purposes of compliance with New York Insurance law and do not alter or change the coverages, exceptions, exclusions, or conditions of the final policies issued in connection with the subject transaction. Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000.00) and the stated value of the claim for each such violation.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.



First American Title

**NOTICE CONCERNING AVAILABILITY OF AN
"OWNER'S" POLICY OF TITLE INSURANCE**

Please indicate that this transaction is either: a refinance _____ or, a purchase X .

Our records indicate that you currently are seeking only a "Lender's" title Insurance policy, not an "Owner's" title Insurance policy.

You have the option of purchasing an Owner's Insurance policy. Please read the following disclosures concerning "Lender's" and "Owner's" title Insurance policies, and initial in the space provided to confirm that you have read and understand the disclosures.

_____ I/We acknowledge that the Lender's title insurance policy issued in connection with this financing provides Insurance to the lender only and does not insure my/our interest in the property as the owner(s) of the property.

_____ I/We acknowledge that I/we understand that the Lender's policy insures that the lender has a valid and enforceable encumbrance on the property that I/we own or that I/we am/are purchasing. An Owner's Policy, if purchased by me/us, would insure me/us and provide me/us with an opportunity for a legal defense against claims made against the title to the property. The Owners' policy would also protect my/our equity in the property and assure the marketability of the property when I/we sell it. Without an Owners' policy I/we do not get those protections.

_____ I/We acknowledge that I/We have been given the opportunity to purchase an Owner's policy and that the website for First American Title Insurance Company title policy premium and endorsement rates is <http://facc.firstam.com/> and the Phone Number is (800) 724-0040.

I/We may obtain an Owner's Policy of Title Insurance which provides title insurance to me/us and the total premium for both policies will be \$TBD.

This is an additional \$TBD above the cost of the Lender's Policy.

_____ I/We do request Owner's Policy of title Insurance.

_____ I/We do not request Owner's Policy of title Insurance.

TO BE SIGNED BY BUYER(S)/BORROWER(S)

Buyer/Borrower

Buyer/Borrower



First American Title



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required correction.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT C

EXPANSION PREMISES

Expansion Premises: the buildings (or portions thereof) and other improvements and parking areas labeled in the graphic below as "Volvo"



SITE PLAN APPROVAL DRAWINGS

JAGUAR LAND ROVER DEALERSHIP - AUTONATION

TAX MAP SECTION 69.49 | BLOCK 2 | LOT 1

299 KISCO AVENUE

VILLAGE/TOWN OF MOUNT KISCO, NEW YORK

Owner:

HVA REALTY, LLC
250 KISCO AVENUE
MOUNT KISCO, NY 10549
(914) 656-1191

Applicant:

NY LUXURY MOTORS OF MOUNT KISCO, INC
200 SW 1ST AVENUE
FORT LAUDERDALE, FL 33301
(954) 769-6680

Architect:

STUART ROMM ARCHITECT DPC
100 PEACHTREE STREET NW, SUITE 1450
ATLANTA, GA 30303
(404) 875-4500

Attorney:

ZARIN & STEINMETZ
81 MAIN STREET, SUITE 415
WHITE PLAINS, NY 10601
(914) 682-7800



Site Planner, Civil & Traffic Engineer,
Surveyor and Landscape Architect:
120 BEDFORD ROAD
ARMONK, NY 10504
(914) 273-5225

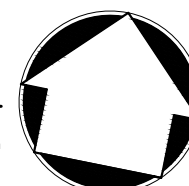
LEGEND

---	SITE PROPERTY LINE
---	ZONING BOUNDARY
CD	CONSERVATION DEVELOPMENT DISTRICT
CL	LIMITED COMMERCIAL DISTRICT
GC	GENERAL COMMERCIAL DISTRICT
ML	LIGHT MANUFACTURING DISTRICT
OG	GENERAL OFFICE DISTRICT
PD	PRESERVATION DISTRICT
PRD	PLANNED RESIDENTIAL DEVELOPMENT DISTRICT
RM-12	MEDIUM-DENSITY MULTIFAMILY DISTRICT
RM-29	HIGH-DENSITY MULTIFAMILY RESIDENCE DISTRICT
RM-10	MODERATE-DENSITY MULTIFAMILY DISTRICT
RS-6	MEDIUM-DENSITY ONE-FAMILY RESIDENCE DISTRICT

SUBSURFACE UTILITY LOCATIONS ARE BASED ON A COMPILATION OF FIELD EVIDENCE, AVAILABLE RECORD PLANS AND/OR UTILITY MARK-OUTS. THE LOCATION OR COMPLETENESS OF UNDERGROUND INFORMATION CANNOT BE GUARANTEED. VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION OR CONSTRUCTION.



AREA MAP
SCALE: N.T.S.



GENERAL CONSTRUCTION NOTES APPLY TO ALL WORK HEREIN:

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CALL 811 "DIG SAFELY" (1-800-962-7862) TO HAVE UNDERGROUND UTILITIES LOCATED. EXPLORATORY EXCAVATIONS SHALL COMPLY WITH CODE 753 REQUIREMENTS. NO WORK SHALL COMMENCE UNTIL ALL THE OPERATORS HAVE NOTIFIED THE CONTRACTOR THAT THEIR UTILITIES HAVE BEEN LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE UNDERGROUND AND SURFACE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION, INsofar AS THEY MAY BE ENDANGERED BY THE CONTRACTOR'S OPERATIONS. THIS SHALL HOLD TRUE WHETHER OR NOT THEY ARE SHOWN ON THE CONTRACT DRAWINGS. IF THEY ARE SHOWN ON THE DRAWINGS, THEIR LOCATIONS ARE NOT GUARANTEED EVEN THOUGH THE INFORMATION WAS OBTAINED FROM THE BEST AVAILABLE SOURCES, AND IN ANY EVENT, OTHER UTILITIES ON THESE PLANS MAY BE ENCOUNTERED IN THE FIELD. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, IMMEDIATELY REPAIR OR REPLACE ANY STRUCTURES OR UTILITIES THAT HE DAMAGES, AND SHALL CONSTANTLY PROCEED WITH CAUTION TO PREVENT UNDUE INTERRUPTION OF UTILITY SERVICE.
- CONTRACTOR SHALL HAND DIG TEST PITS TO VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING UTILITIES DEPTHS AND ADVISE OF ANY CONFLICTS WITH PROPOSED UTILITIES. IF CONFLICTS ARE PRESENT, THE OWNER'S FIELD REPRESENTATIVE, JMC, PLLC AND THE APPLICABLE MUNICIPALITY OR AGENCY SHALL BE NOTIFIED IN WRITING. THE EXISTING/PROPOSED UTILITIES RELOCATION SHALL BE DESIGNED BY JMC, PLLC.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL LOCAL PERMITS REQUIRED.
- ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, STANDARDS, ORDINANCES, RULES, AND REGULATIONS. ALL CONSTRUCTION WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL SAFETY CODES. APPLICABLE SAFETY CODES MEAN THE LATEST EDITION INCLUDING ANY AND ALL AMENDMENTS, REVISIONS, AND ADDITIONS THERETO, TO THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S OCCUPATIONAL SAFETY AND HEALTH STANDARDS (OSHA); AND APPLICABLE SAFETY, HEALTH REGULATIONS AND BUILDING CODES FOR CONSTRUCTION IN THE STATE OF NEW YORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISION OF SECTION 107-05 (SAFETY AND HEALTH REQUIREMENTS) OF THE NYSOT STANDARD SPECIFICATIONS. IF THE CONTRACTOR PERFORMS ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THE AFFECTED AREA SHALL BE DISCONTINUED AND IMMEDIATE ACTION SHALL BE TAKEN TO CORRECT THE SITUATION TO THE SATISFACTION OF THE APPROVAL AUTHORITY HAVING JURISDICTION.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES AFFECTED BY THE SCOPE OF WORK SHOWN HEREON AT ALL TIMES TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE. RAMPING CONSTRUCTION TO PROVIDE ACCESS MAY BE CONSTRUCTED WITH SUBBASE MATERIAL EXCEPT THAT TEMPORARY ASPHALT CONCRETE SHALL BE PLACED AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE PEDESTRIAN ACCESS AT ALL TIMES.
- CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF EXISTING PAVEMENT TO REMAIN.

No.	Revision	Date	By
8.	RESPONSE TO VILLAGE/TOWN COMMENTS	10/22/2019	NC
9.	RESPONSE TO VILLAGE/TOWN COMMENTS	11/19/2019	NC
10.	RESPONSE TO VILLAGE/TOWN COMMENTS	12/23/2019	NC
11.	RESPONSE TO VILLAGE/TOWN COMMENTS	01/21/2020	NC
12.	RESPONSE TO VILLAGE/TOWN COMMENTS	08/18/2020	NC
13.	RESPONSE TO VILLAGE/TOWN COMMENTS	10/06/2020	NC
Previous Editions Obsolete			

JMC Drawing List:

C-000	COVER SHEET
C-010	SITE EXISTING CONDITIONS MAP
C-020	SITE DEMOLITION PLAN
C-100	SITE LAYOUT PLAN
C-200	SITE GRADING PLAN
C-300	SITE UTILITIES PLAN
C-400	SITE EROSION AND SEDIMENT CONTROL PLAN
C-500	SITE LANDSCAPING PLAN
C-600	SITE LIGHTING PLAN
C-700	EXISTING DEVELOPMENT AREA CALCULATIONS PLAN
C-800	PROPOSED DEVELOPMENT AREA CALCULATIONS PLAN
C-900	CONSTRUCTION DETAILS
C-901	CONSTRUCTION DETAILS
C-902	CONSTRUCTION DETAILS
C-903	CONSTRUCTION DETAILS
C-904	CONSTRUCTION DETAILS
C-905	CONSTRUCTION DETAILS
C-906	CONSTRUCTION DETAILS

STUART ROMM ARCHITECT DPC Drawing List:

A201	FLOOR PLANS
A400	EXTERIOR ELEVATIONS

ZONING COMPLIANCE CHART

TAX LOT 69.49-2-1 ZONE DISTRICT: GENERAL COMMERCIAL DISTRICT(GC) PROPOSED USE: GENERAL COMMERCIAL			
DESCRIPTION	GC REQUIREMENT	EXISTING	PROPOSED
MINIMUM LOT AREA (SQUARE FEET)	40,000	70,967	70,967
MINIMUM LOT WIDTH (FEET)	100	222 (1)	222 (1)
MINIMUM LOT DEPTH (FEET)	100	200 (2)	200 (2)
MAXIMUM BUILDING HEIGHT (STORIES/FEET)	3/40	1/14	1/21.33 (3)
MAXIMUM BUILDING COVERAGE (%)	50	20.6	15.3
MAXIMUM BUILDING LENGTH (FEET)	160	188.39± (4)	124.58±
MAXIMUM IMPERVIOUS COVERAGE (%)	75	89.4± (4)	76.7± (5)
MINIMUM YARDS			
FRONT YARD (FEET)	20 (6)	10.2 (4)	20.7
SIDE YARD (FEET)	15	108.91±	38.4
REAR YARD (FEET)	10	N/A	N/A
LANDSCAPED BUFFER (FRONT) (FEET)	10	-	10
LANDSCAPED BUFFER (SIDE) (FEET)	10	-	10
LANDSCAPED BUFFER (REAR) (FEET)	10	N/A	N/A
PARKING SPACES			
STANDARD PARKING SPACES (SPACES)	-	47	43
ACCESSIBLE PARKING SPACES (SPACES)	-	1	2
TOTAL PARKING SPACES (SPACES)	27 (7)	48	45
LOADING SPACES (SPACES)	1	1	1

NOTES:

- LOT WIDTH MEASURED AT THE REQUIRED SETBACK ALONG KISCO AVENUE FRONTAGE.
- LOT DEPTH MEASURED AT THE REQUIRED SETBACK ALONG HOLIDAY INN DRIVE.
- BUILDING HEIGHT CALCULATED FROM FINISHED GRADE TO HIGHEST POINT OF STRUCTURE.
- EXISTING NON-CONFORMING.
- VARIANCE REQUIRED.
- FRONT LOT LINE LOT ABUTS A RESIDENTIAL DISTRICT, THEREFORE THE REQUIRED SETBACK IS 20 FEET.
- REFER TO PARKING SUMMARY TABLE FOR PARKING REQUIREMENT CALCULATIONS.
- VARIANCE REQUIRED FOR LOCATION OF TRASH ENCLOSURE IN ACCORDANCE WITH VILLAGE/TOWN OF MOUNT KISCO CODE §110-300.

PARKING SUMMARY

USE	REQUIRED
OFFICE/ADMINISTRATION (1 SPACE PER 300 S.F.)	2,804 S.F./10 SPACES
INDOOR AUTOMOTIVE SALES, STORAGE OR DISPLAY (1 SPACE PER 500 S.F.)	6,875 S.F./14 SPACES
OUTDOOR AUTOMOTIVE SALES, STORAGE OR DISPLAY (1 SPACE PER 4,000 S.F.)	10,915 S.F./3 SPACES
TOTAL PARKING SPACES	27 SPACES

ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.

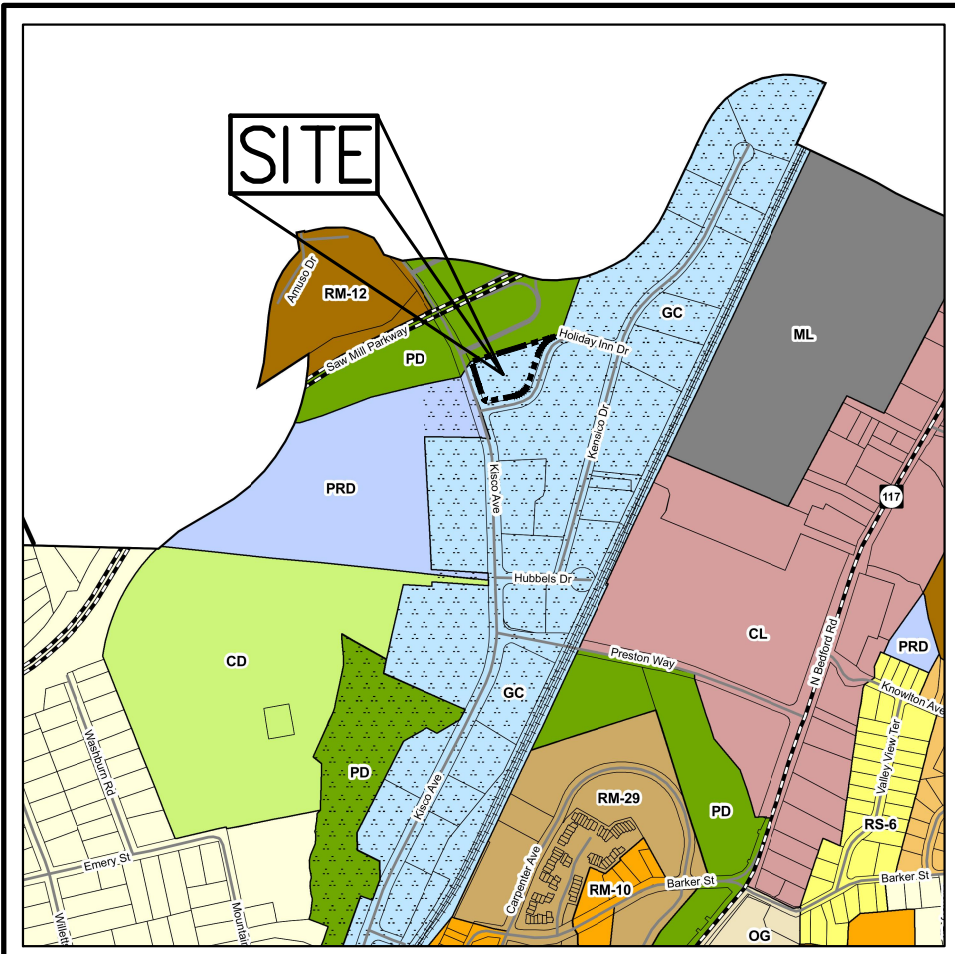
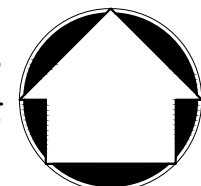


Drawn: NC Approved: DV
Scale: NOT TO SCALE
Date: 04/17/2018
Project No: 17173
17173-OWNER COVER COVER.scr
Drawing No:

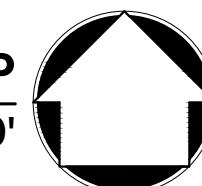
C-000



VICINITY MAP
SCALE: 1" = 800'



ZONING MAP
SCALE: 1" = 1,000'



NOT FOR CONSTRUCTION

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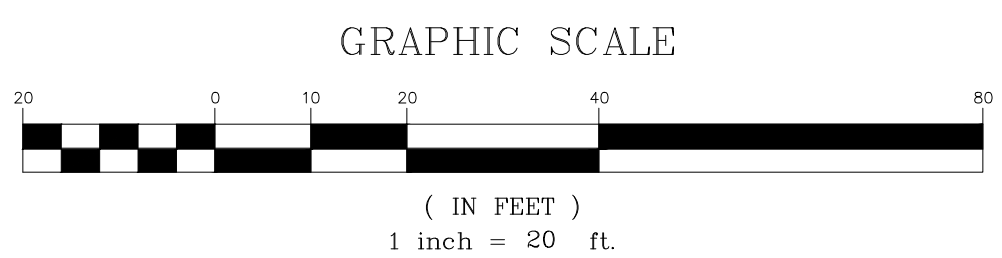


SECTION 69.42
BLOCK 1
TAX LOT 1

NOTES:

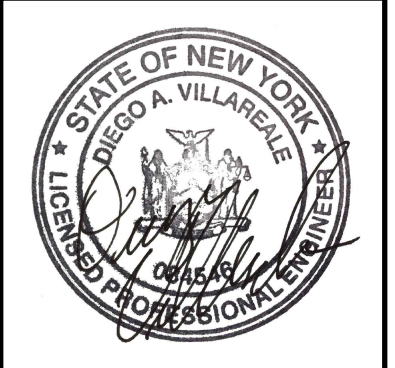
1. EXISTING CONDITIONS DEPICTED ON THIS PLAN HAVE BEEN TAKEN FROM SURVEY TITLED, "TOPOGRAPHY AND UTILITY SURVEY," PREPARED BY JMC PLLC, DATED 11/20/2017.
2. THE WETLAND LIMITS DEPICTED ON THIS PLAN HAVE BEEN DELINEATED BY ECOLOGICAL SOLUTIONS, LLC ON 11/06/2017, AND TAKEN FROM A REPORT PREPARED BY ECOLOGICAL SOLUTIONS, LLC DATED 11/06/2017.
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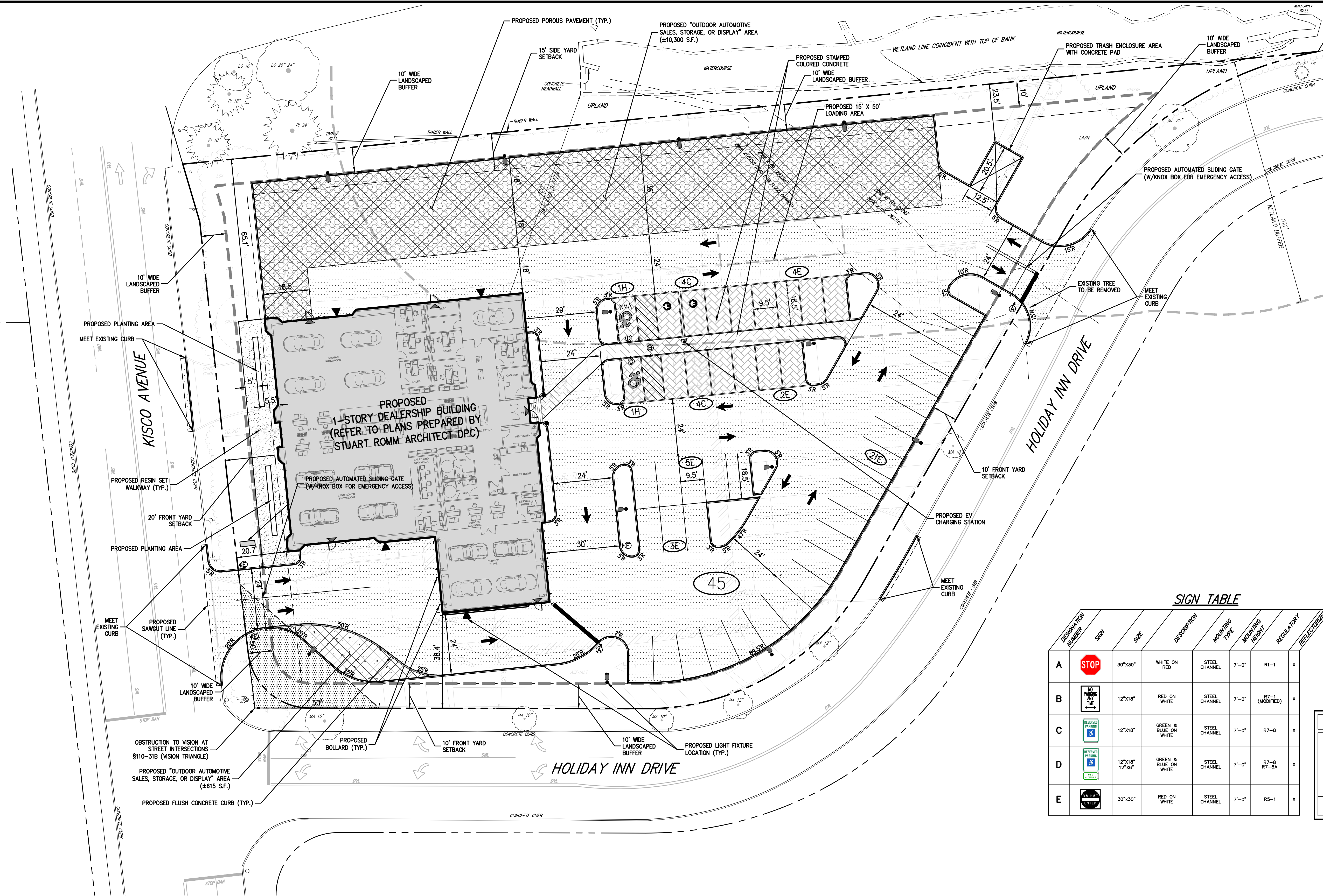
No.	Revision	Date	By
8.	RESPONSE TO VILLAGE/TOWN COMMENTS	10/22/2019	NC
9.	RESPONSE TO VILLAGE/TOWN COMMENTS	11/19/2019	NC
10.	RESPONSE TO VILLAGE/TOWN COMMENTS	12/23/2019	NC
11.	RESPONSE TO VILLAGE/TOWN COMMENTS	01/21/2020	NC
12.	RESPONSE TO VILLAGE/TOWN COMMENTS	08/18/2020	NC
13.	RESPONSE TO VILLAGE/TOWN COMMENTS	10/06/2020	NC
	<i>Previous Editions Obsolete</i>		

GUAR LAND ROVER DEALERSHIP - AUTONATION
299 KISCO AVENUE
VILLAGE/TOWN OF MOUNT KISCO, NEW YORK



Drawn:	NC	Approved:	DV
Scale:	1" = 20'		
Date:	04/17/2018		
Project No:	17173		
17173-EXISTING	EXIST	EXIST.scr	
Drawing No:			
C-010			

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LEGEND	
	EXISTING PROPERTY LINE
	ADJACENT PROPERTY LINE
	WETLAND LINE
	WETLAND BUFFER
	EXISTING BUILDING OVERHANG
	EXISTING BUILDING LINE
	EXISTING PAVEMENT EDGE
	EXISTING CURB LINE
	EXISTING FENCE
	YARD SETBACK LINE
	LANDSCAPED BUFFER LINE
	EXISTING PAINT
	EXISTING PARKING WITH NUMBER OF SPACES
	EXISTING ACCESSIBLE PARKING WITH NUMBER OF SPACES
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING SIGN
	PROPOSED CONCRETE CURB
	PROPOSED FLUSH CONCRETE CURB
	PROPOSED SITE PAVEMENT
	PROPOSED STAMPED COLORED CONCRETE
	PROPOSED RESIN SET WALKWAY
	PROPOSED POROUS PAVEMENT
	PROPOSED ACCESSIBLE PARKING SPACES WITH NUMBER OF SPACES INDICATED (REFER TO STRIPING DETAILS)
	PROPOSED PARKING SPACES WITH NUMBER OF SPACES INDICATED (REFER TO STRIPING DETAILS)
	PROPOSED 4" WIDE YELLOW HATCH LINES 18" O.C. @ 45°
	PROPOSED ARROW MARKING ON PAVEMENT
	PROPOSED 12" WIDE WHITE STOP LINE
	PROPOSED SAWCUT LINE
	TRAFFIC SIGN LOCATION & DESIGNATION
	PROPOSED STEEL PIPE PROTECTION POST
	PROPOSED BUILDING ACCESS POINT
	PROPOSED LIGHTING STANDARD

<i>PARKING LEGEND & TOTALS</i>	
(C)	PROPOSED CUSTOMER PARKING = 8 SPACES
(E)	PROPOSED EMPLOYEE PARKING = 35 SPACES
(H)	PROPOSED HANDICAP ACCESSIBLE PARKING = 2 SPACES
PROPOSED VEHICLE STORAGE AREA = 10,915 S.F.	

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Drawn:	NC	Approved:	DV
Scale:	1" = 20'		
Date:	04/17/2018		
Project No:	17173		
17173-LAYOUT	LAY	LAY.scr	
Drawing No:			
C-100			