



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

RECEIVED

SEP 27 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

September 23, 2021

Giuseppe Ciccarelli & Annunziata "Nancy" Laseila Ciccarelli
65 Woodland Street
Mount Kisco, NY 10549

Re: Notice of Denial
67 Woodland Street
Mount Kisco, NY 10549
(SBL) 80.49-2-22

Dear Mr. and Mrs. Ciccarelli:

The application to the Mount Kisco Building Department to remodel and expand an existing two family dwelling, relocate and rebuild existing garage and install new in-ground pool with new patio and fence enclosure located at 67 Woodland Street in Mount Kisco, New York, Tax ID Number 80.49-2-22 ***"is hereby denied."***

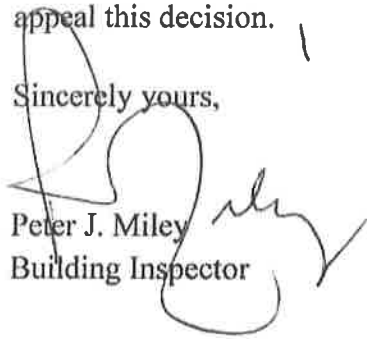
The property is located in the RT-6 (One and Two-Family Residence) Zoning District. The maximum permitted development coverage is 40% (3,960 square feet) and the proposed development coverage is 49% (4,828 square feet) and therefore; a development coverage variance of 9% is required in accordance with §110-11 (1) (c) of the Village/Town of Mount Kisco Code.

No pool or accessory equipment shall be nearer than 20 feet to any property line. The proposed side yard setback for the pool is 16.5 feet; therefore, a side yard setback variance of 3.5 feet is required in accordance with §110-30 B (2) of the Village/Town of Mount Kisco Code.

No accessory structure, shall be located or project nearer to any street line or side lot line than does the principal structure on the lot. The principal structure is located 14.2 feet from the side lot line and the proposed detached garage is located 8.4 feet from the side lot line and therefore; a 5.8 foot variance is requires in accordance with §110-31 G (1) of the Village/Town of Mount Kisco Code.

Should you have any questions, please feel free to contact me. You have sixty (60) days to appeal this decision.

Sincerely yours,


Peter J. Miley
Building Inspector

/pat

Post #100
CU #2485
Receipt #2502

Village/Town of Mount Kisco
Building Department

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

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Application #: _____

Permit #: _____

BUILDING PERMIT APPLICATION

Note: Three sets of construction drawings and a digital copy must be submitted with application.

Project Address: 67 WOODLAND STREET, MT. KISCO, NY, 10549

Zoning District: R-6 Section/Block/Lot(s): 80.49-2-22

Applicant's Name: GIUSEPPE CICCARELLI & ANNUNZIATA "NANCY" LASEILA CICCARELLI
Address: 65 WOODLAND ST., MT. KISCO, NY, 10549

Email address: the tile gallery 13@gmail.com Phone #: (914)-804-1525

Name of Property Owner: SAME Phone #: SAME
(If Different)

Present Address of Owner: SAME

Email address: _____ Phone #: _____

Description of Improvement and Proposed Use in Detail: REMODEL & EXPAND EXISTING TWO-FAMILY DWELLING, RELOCATE & REBUILD EXISTING GARAGE, & NEW INGROUND POOL WITH NEW PATIO & FENCE ENCLOSURE

Total Estimated Cost of Improvement: 200,000.-

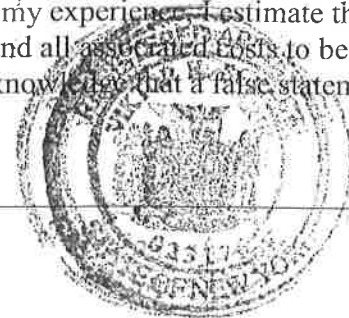
AFFIDAVIT OF CONSTRUCTION COST: This affidavit must be completed by the Design Professional if the estimated cost is \$20,000.00 or more, or the project is a legalization.

I VIKTOR SOLARIK do hereby affirm and certify as follows: (i) I am the architect/engineer (circle one) licensed by the State of New York; (II) I have reviewed the plans, drawings and specifications of this application and am fully familiar with the proposed construction; (III) based on my experience, I estimate the total cost of construction, including all labor, all material, all professional fees and all associated costs to be approximately \$ 200,000.-, and (IV) pursuant to Penal Law 210.4, I acknowledge that a false statement made knowingly is a Class A Misdemeanor.

Signature: [Signature]

Date: 9/1/2021

Sign & Affix Seal



Property Use: (please answer all questions)

Existing use Residential:

☐ Single Family ☒ 2 Family ☐ Other (Please specify) _____

Intended use:

☐ Single Family ☒ 2 Family ☐ Other (Please specify) + IN GROUND POOL

Existing Use Commercial:

☐ Multi Family (How Many) ____ ☐ Retail ☐ Restaurant ☐ Other (Please specify) _____

Intended Use:

☐ Multi Family (How Many) ____ ☐ Retail ☐ Restaurant ☐ Other (Please specify) _____

Is there an approved site plan for this property?

Is this a new residential house? ☐ Yes ☐ No ☒ Addition ☒ Alteration

Is this a new commercial building? ☐ Yes ☒ No ☐ Addition ☐ Alteration

Municipal sewer? ☒ Yes ☐ No Septic System? ☐ Yes ☒ No (if applicable, attach Health Dept. Approval)

Is this structure within the flood plain? ☐ Yes ☒ No (If yes, please file a Flood Development Permit)

Is this project within any wetlands, buffer or water course? ☐ Yes ☒ No (If yes, file a Wetlands application)

Topography: ☒ Flat ☐ Hilly ☐ Rocky ☐ Steep Incline ☐ Other (please specify) _____

Will the land disturbance affect any steep slopes? ☐ Yes ☒ No (if yes, please file Planning Board application)

How many square feet of land disturbance is there? 5,000 SF ±

Contractor: OWNER

Address: _____

Phone #: _____ Fax #: _____

Email address: _____

Westchester County Home Improvement License #: _____

Architect or Engineer: VIKTOR SOLARIK
VKS ARCHITECTS NYS Lic. #: 23176

Address: P.O. Box 696, KATONAH NY 10536

Phone #: 914-232-9828 Fax #: 914-232-9839

Email address: vks@vksa.com

Electrician: TBD Phone #: _____ WC Lic. #: _____

Address: _____

Phone #: _____ Email address: _____

Plumber: TBD Phone #: _____ WC Lic. #: _____

Address: _____

Phone #: _____ Email address: _____

The undersigned applicant hereby agrees with all applicable provisions of the Code of the Village/Town of Mount Kisco and all other laws, codes, rules and requirements applicable to the proposed construction and that statements contained herein are true to the best of his/her knowledge.

Giuseppe Ciccarelli
Applicant's Signature

Sworn to before me this 6 day of April 2021

Notary Public, Westchester County: [Signature]



Affidavit of Owner Authorization:

If the applicant is not the owner in fee of the premises:

The applicant N/A has my consent from to make this application as submitted.

Owner's Name Printed

Owner's Signature

Sworn to before me this _____ day of _____

Notary Public, Westchester County: _____

Name of Project Contact Person: GIUSEPPE CICCARELLI
Daytime Phone #: 914-804-1525 Fax #: _____

DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

- Received by: _____
- ☐ Application/Permit Fee _____
 - ☐ License: _____
 - ☐ Insurance: _____
 - ☐ 3 sets of drawings: _____
 - ☐ Digital drawing: _____
 - ☐ Flood Plain Development Application (if required) _____

Board Approvals:

- ☐ Planning
- ☐ Zoning
- ☐ ARB
- ☐ Other

Reviewed By: _____

Date: _____

Building Inspector Approval: _____

Date approved: _____

Conditions: _____

Date: 10.19.21
Fee: \$130.00

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SEP 27 2021

Case No.: 2BA 21-18
Date Filed: 9.27.21

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

**Zoning Board of Appeals
Application**

Appellant: GIUSEPPE CICCARELLI & ANNUNZIATA 'NANCY' LATELLA CICCARELLI
Address: 67 WOODLAND STREET, MOUNT KISCO, NY, 10549
Address of subject property (if different): _____

Appellant's relationship to subject property: X 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 J. MILEY
dated 09/23/2021. Application is hereby made for the following:

X Variation or _____ Interpretation of Section 110-11(1)(c), 110-30B(2), & 110-31G(1)
of the Code of the Village/Town of Mount Kisco,

to permit the: X Erection; X Alteration; _____ Conversion; _____ Maintenance
of AN INGROUND POOL, DETACHED GARAGE AND EXPANSION OF
EXISTING 2-FAMILY DWELLING

_____ in accordance with plans filed on (date) 09-27-2021
for Property ID # 80.49-2-22 located in the R-6 Zoning District.
The subject premises is situated on the EAST side of (street) WOODLAND STREET
_____ 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 X Area _____

Is the appellant before the Planning Board of the Village of Mount Kisco with regard to this property? YES

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

Size of Lot: 66 feet wide 150 feet deep Area 9,900 S.F.
(.227 AC)

Size of Building: at street level 34.5 feet wide 32.5 feet deep

Height of building: 26'-0" ± Present use of building: RESIDENTIAL
(MULTI-FAMILY)

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? NO

Was a variance ever granted for this property? NO If so, please identify and explain: _____

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? YES

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 09/23/2021 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.

Joseph Scell
(Appellant to sign here)

Sworn to before me this day of: September 24, 2021

Notary Public, Patricia A Tupa, Westchester County, NY

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

[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.

g
(sign here)

September 27, 2021

To: **Village/Town of Mount Kisco**
Zoning Board of Appeals
Village Hall (1st floor)
104 Main St.
Mount Kisco, NY 10549

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SEP 27 2021
Zoning Board of Appeals
Village/Town of Mount Kisco

VKS
ARCHITECTS
P O Box 696
Katonah, NY 10536
(914) 232-9828

Via Hand Delivered

Re: 67 Woodland Street.
Mount Kisco, NY 10549
Tax ID 80.49-2-22

Dear Sir or Madam,

We are pleased to submit the application for variances for the proposed improvements at 67 Woodland Street, Mt. Kisco NY.

The improvements consist of three major components:

1. Existing house alterations and expansion,
2. New (relocated) two-car garage,
3. New inground pool

The house alterations meet all the zoning requirements.

The new accessory detached garage is required to be located no closer to the side lot than the principal structure [Par 110-31.G(1)] with the proposed house alteration to be 14.2' from the southern side lot and the proposed garage 8.4' from the side property line. Due to the steep slope and the width of the property we are requesting a 5.8' variance for the new detached garage. We have proposed to demolish the existing garage and have relocated the new garage as close to the proposed pool as possible to minimize the projection distance of the garage beyond the primary structure.

The pool's required minimum setback is 20' from any property line [Par 110-30.B (2)]. Due to the limited width of the property, we are requesting a 3.5' side yard variance for the pool.

The maximum development coverage is required to be 40%. Because of the sites' sloping nature, there are several retaining walls, as well as window wells at the basement windows which also contribute to the overall development coverage. In addition, the long driveway from the street to the garage, including the turnaround area require additional coverage. Therefore, we are requesting an 9% variance from the lot coverage. We have removed as many of the existing stone walkways and other coverage items to minimize the development coverage.

September 27, 2021

The enclosed site development plan and the construction plans for the house and the detached garage provide detailed information for your review, including the existing and proposed site plans, floor plans, elevations, proposed grading plan, zoning tabulation, etc.

We feel that the proposed improvements:

1. Will not produce an undesirable change in the character of the neighborhood nor will they create a detriment to nearby properties,
2. Cannot be achieved by some other feasible method other than a variance,
3. And the requested variances are not substantial,
4. And the proposed variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood, and
5. While being self-created, cannot be accomplished in any other method; the proposed in-ground pool is necessary for the owner's health.

We look forward to presenting this application to the Zoning Board of Appeals and to answering any questions that will come up.

Respectfully submitted,

Viktor Solarik

Viktor K. Solarik AIA LEED AP
VKS Architects

Enc. 10 sets: Drawings S1, S2, A1, A2, A3 9/27/2021

cc. Nancy & Giuseppe Ciccarelli,
file (Job # 2021-140)

OWNER/NAME	PROPADRESS	PROPCITY	PROPZIP	PROPPRINTKEY	C/O	Mailing Address	City	State/Zip
Spring 61, LLC	61 Spring St	MOUNT KISCO	10549	80.49-1-20		38 South Broadway	Tarrytown	NY 10591
Mendes Angelina	121 St Marks Pl	MOUNT KISCO	10549	80.49-2-20				
Cosentino, Joseph	64 Bolits St	MOUNT KISCO	10549	80.49-2-12				
Northern Westch Hospital Assn	63 Bolits St	MOUNT KISCO	10549	80.49-3-9	Attn: Joel Sellgmen	400 E. Main St.	Mt. Kisco	NY 10549
Valvano, Dominick - Patriza Valvano	57 Spring St	MOUNT KISCO	10549	80.49-1-22		75 Moore Street	Mt. Kisco	NY 10549
Marple James A - Mey-Gui R Marple	80 Woodland St	MOUNT KISCO	10549	80.49-1-13				
Anna Carrozza Irevv. Trust - Angela Carrozza	120 St Marks Pl	MOUNT KISCO	10549	80.57-1-5	c/o Anna Carozza	120 St Marks St	Mt. Kisco	NY 10549
Chinitz Judith	110 St Marks Pl	MOUNT KISCO	10549	80.57-1-7.2				
Didona Thomas - Andrea Didona	106 St Marks Pl	MOUNT KISCO	10549	80.57-1-7.1	Attn: Timothy Didona	5 Settlers Lane	Ridgefield	CT 06877
Didona, Raymond A - Joanna M Didona	52 Bolits St	MOUNT KISCO	10549	80.49-2-9	Attn: Joel Sellgmen	400 E. Main St.	Mt. Kisco	NY 10549
Northern Westche Hospital Assn	53-59 Bolits St	MOUNT KISCO	10549	80.49-3-7		18 Foley Road	Katonah	NY 10536
Biancamano Family Trust - Giuseppe Biancamano	212 St Marks Pl	MOUNT KISCO	10549	80.57-1-2				
Mayer, Dolores A	59 Spring St	MOUNT KISCO	10549	80.49-1-21				
Abzun, Jose	49 Spring St	MOUNT KISCO	10549	80.49-1-26				
Cambareri, Francesca - Francesca Carrozza	114 St Marks Pl	MOUNT KISCO	10549	80.57-1-6				
Lombardi, Janet R	61 Woodland St	MOUNT KISCO	10549	80.49-2-25				
Johannessen, Thor J - Doris A Johannessen	53 Woodland St	MOUNT KISCO	10549	80.49-2-27				
Fannie Mae	213 St Marks Pl	MOUNT KISCO	10549	80.49-1-17	GPS Metro LLC	70 Arbutus Rd	Greenlawn	NY 11740
Boddie John M - Ann Boddie	202 St Marks Pl	MOUNT KISCO	10549	80.57-1-3.2				
Ruggiero Diego - Maria F Ruggiero	126 St Marks Pl	MOUNT KISCO	10549	80.57-1-4				
Mancini Sandro	119 St Marks Pl	MOUNT KISCO	10549	80.49-2-19				
Gerent Fernando - Franciela Gerent	117 St Marks Pl	MOUNT KISCO	10549	80.49-2-18				
Roppolo Peter - Barbara Roppolo	57 Woodland St	MOUNT KISCO	10549	80.49-2-26				
Martinez David - Catalina Martinez	58 Bolits St	MOUNT KISCO	10549	80.49-2-10				
Sairitupa, Simon - Celia Sairitupa	50 Bolits St	MOUNT KISCO	10549	80.49-2-8				
Norcorp Inc	41 St Marks Pl	MOUNT KISCO	10549	80.49-3-13		400 E. Main Street	Mt. Kisco	NY 10549
51 Spring St Mt Kisco NL LLC - 51 Spring St Mt Kisco MT LLC	51 Spring St	MOUNT KISCO	10549	80.49-1-25		305 Spring Street	Mt. Kisco	NY 10549
Brewster, Gregory - Heather Brewster	208 St Marks Pl	MOUNT KISCO	10549	80.57-1-3.1				
Nolan Donal	70 Woodland St	MOUNT KISCO	10549	80.49-1-14				
Pellow Ryan - Meghan Finn	69 Woodland St	MOUNT KISCO	10549	80.49-2-21				
Ciccarelli Antonio - Domenica Ciccarelli	67 Woodland St	MOUNT KISCO	10549	80.49-2-22				
Farrington, Margaret A - Joseph R Sgrulletta	51 Woodland St	MOUNT KISCO	10549	80.49-2-28				
Buetti Cambareri, Maria	102 St Marks Pl	MOUNT KISCO	10549	80.57-1-8.1				
Northern Westch Hospital Assc	75 Bolits St	MOUNT KISCO	10549	80.49-3-11	Attn: John Patenza	118 Bolits St	Mt. Kisco	NY 10549
Fannie Mae	217 St Marks Pl	MOUNT KISCO	10549	80.49-1-18		400 E. Main Street	Mt. Kisco	NY 10549
Alexander Richard - Diane Alexander	55 Spring St	MOUNT KISCO	10549	80.49-1-23				
Buetti, Giuseppe - Filomena Buetti	53 Spring St	MOUNT KISCO	10549	80.49-1-24		100 West Way	Mt. Kisco	NY 10549
Beltsyk Ruslan - Lucia Pons	205 St Marks Pl	MOUNT KISCO	10549	80.49-1-15		1 Stephen Rd	North Salem	NY 10560-3702
68 Woodland Street LLC	68 Woodland St	MOUNT KISCO	10549	80.49-1-11				
Comito Thomas Jr - Erin Comito	60 Woodland St	MOUNT KISCO	10549	80.49-1-9	c/o loan Dept.	POB 11733	Newark	NJ 07101-4733
St Mark's Place Holdings CVI,	107 St Marks Pl	MOUNT KISCO	10549	80.49-2-17.1				
Northern West. Hospital Assoc.	45 St Marks Pl	MOUNT KISCO	10549	80.49-3-12		400 E Main Street	Mt. Kisco	NY 10549
Fedele, Felice - Rosaria Fedele	64 Woodland St	MOUNT KISCO	10549	80.49-1-10				
Ortiz Cesar - Maria Ortiz	56 Woodland St	MOUNT KISCO	10549	80.49-1-8				
Vilkas, Algirdas G - Katherine Vilkas	103 St Marks Pl	MOUNT KISCO	10549	80.49-2-17.2				

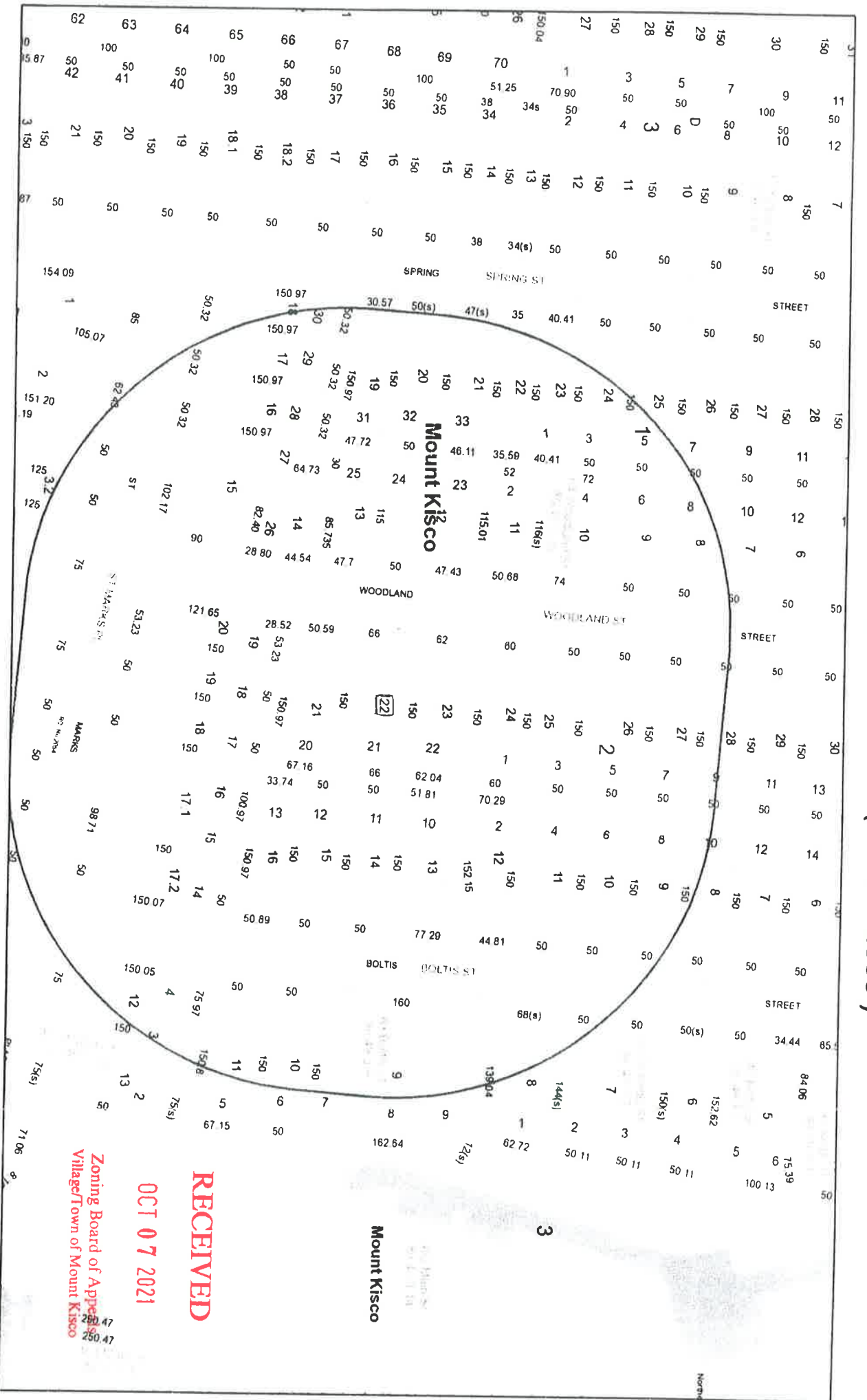
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OCT 07 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

Northern Westch Hospital Assc	61 Boltis St	MOUNT KISCO	10549	80.49-3-8	Attn:Joel Seligman	400 E. Main Street	Mt. Kisco	NY	10549
Pitruille, Salvatore	209 St Marks Pl	MOUNT KISCO	10549	80.49-1-16					
Akrongold, Bruce	63 Spring St	MOUNT KISCO	10549	80.49-1-19		POB 729	Rye	NY	10580
Antonio Buetti Irrev Trust - Rocco Buetti Jr	50 Woodland St	MOUNT KISCO	10549	80.49-1-7		20 Avenue A	Mt. Kisco	NY	10549
Ciccarelli Antonio - Domenica Ciccarelli	65 Woodland St	MOUNT KISCO	10549	80.49-2-23					
Johnson, Kent A - Josephine Johnson	63 Woodland St	MOUNT KISCO	10549	80.49-2-24					
Bauer Frank L	72 Boltis St	MOUNT KISCO	10549	80.49-2-16					
Glazer, Arthur D - Lenore Jill Glazer	70 Boltis St	MOUNT KISCO	10549	80.49-2-15	Sterling Property Solutions	77 Tarrytown Rd	White Plains	NY	10607
George N Rubin Sr Irrev Trst - James A Rubin	68 Boltis St	MOUNT KISCO	10549	80.49-2-14	c/o Sandra Sawotka	68 Boltis Street	Mt. Kisco	NY	10549
Reed George A	66 Boltis St	MOUNT KISCO	10549	80.49-2-13					
Oliveira, Eduardo M - Maria F Oliveira	62 Boltis St	MOUNT KISCO	10549	80.49-2-11					
Northern West. Hosp. Assn	73 Boltis St	MOUNT KISCO	10549	80.49-3-10		400 E Main Street	Mt. Kisco	NY	10549

0/ WOODLAND ST. ID: 8U.49-2-22 (Mount Kisco)



September 28, 2021

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.

1:1,500



Westchester County GIS

GIS
http://giswww.westchestergov.com
Michaelan Office Building
148 Marine Avenue Rm 214
White Plains, New York 10601

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OCT 07 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

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SEP 27 2021

PUBLIC NOTICE

Zoning Board of Appeals
Village/Town of Mount Kisco

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 **October 2021** at the Municipal Building, Mount Kisco, New York, beginning at 7:00 pm pursuant to the Zoning Ordinance on the Appeal of, **Giuseppe Ciccarelli & Annunziata ‘Nancy’ Laselle Ciccarelli, of 67 Woodland Street, Mount Kisco, NY, 10549**. From the decision of Peter J. Miley, Building Inspector dated **September 23, 2021** denying the application dated to permit the **Erection of an Inground Pool, Detached Garage, and Expansion of Existing Residence**. The property involved is known as **67 Woodland Street, Mount Kisco, NY, 10549** and described on the Village Tax Map as **Section 80.49 Block 2 Lot 22** and is located on the **East** side of **Woodland Street** in a R-6 Zoning District. Said Appeal is being made to obtain a variance from **Section §110-11.C(1)(c), 110-30.B(2), & 110-31.G(1)** of the Code of the Village/Town of Mount Kisco, which requires; a “Maximum development coverage: 40%.” “No pool or accessory equipment shall be nearer than 20 feet to any property line.” And “No accessory structure shall be located or project nearer to any street line or side lot line than does the principal structure on the lot.”

All interested parties are invited to attend and be heard.

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

AFFIDAVIT OF MAILING

RECEIVED

OCT 07 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

STATE OF NEW YORK

}

}SS.:

}

COUNTY OF WESTCHESTER

VIKTOR SOLARIK being duly sworn, deposes and says:

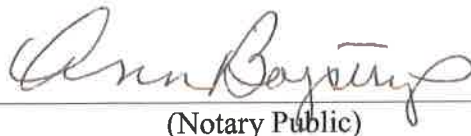
I reside at P.O. BOX 696, KATONAH NY 10530

On 10/4 2021 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.



Sworn to before me on this

7th day of October 2021


(Notary Public)





RECEIVED

OCT 14 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

AFFIDAVIT OF PUBLICATION FROM

State of Wisconsin

County of Brown, ss.:

On the 13 day of October, in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Denise Roberts, 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

Denise Roberts 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 editions dated below:

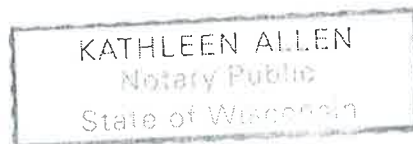
Zone:
Westchester

Edition Dates:
10/04/2021

Denise Roberts
Signature

Sworn to before me, this 13 day of October, 2021

Kathleen Allen
Notary Public, State of Wisconsin, County of Brown



1-7-25

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, Croton, 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, Putnam Valley, Rye, Scarsdale, Shenandoah, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:

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

Ad Number: 0004940040

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 October 2021 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 pm pursuant to the Zoning Ordinance on the Appeal of, Giuseppe Ciccarelli & Annunziata "Nancy" Laselle Ciccarelli, of 67 Woodland Street, Mount Kisco, NY, 10549, from the decision of Peter J. Mayo, Building Inspector dated September 23, 2021 denying the application stated to permit the Erection of an Inground Pool, Detached Garage, and Expansion of Existing Residence. The property involved is known as 67 Woodland Street, Mount Kisco, NY, 10549 and described on the Village Tax Map as Section 80.49 Block 2 Lot 22 and is located on the East side of Woodland Street in a R-6 Zoning District. Said Appeal is being read to obtain a variance from Section §(10-11.C(1)(c), 110-30.8(2), & 110-31.G(1) of the Code of the Village/Town of Mount Kisco, which requires: a "Maximum development coverage, 40%," "No pool or accessory equipment shall be nearer than 20 feet to any property line," And "No accessory structure shall be located or project nearer to any street line or side lot line than does the principal structure on the lot."

All interested parties are invited to attend and be heard.

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

4940040

67 Woodland
2BA

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

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 13th day of October 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

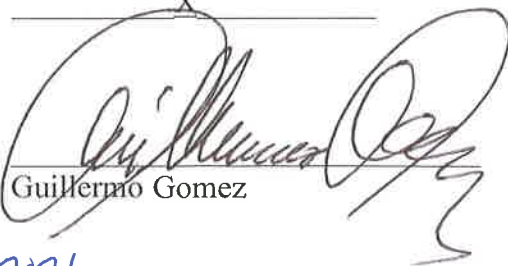
X

Carpenter Avenue Community House
200 Carpenter Avenue

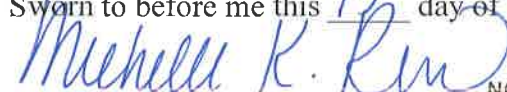
X

Leonard Park Multi Purpose Bldg

X


Guillermo Gomez

Sworn to before me this 13th day of October 2021


Notary Public

MICHELLE K. RUSSO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RU6313298
Qualified In Putnam County
My Commission Expires 10-20-2022

GENERAL NOTES

CONCRETE

1. **General:** Work includes concrete footings, foundation walls, grade beams and piers, slabs on grade and all concrete work indicated on drawings or as hereinafter specified.
2. **Concrete:**
- a) "Ready-Mix" product, proportioned to produce 3,000 psi ultimate strenght at 28 days concrete for foundation walls and footings, grade beams and piers, floor slabs, batched at a central plant and transported dry to the site. Water for four inch (4") slump shall be added at the job site and mixing carried out for fifteen (15) minutes.
- b) Concrete work shall conform to ACI-318-71.
- c) All footings shall rest on undisturbed soil or rock having a minimum bearing capacity of (2) tons per square foot.
- d) Footings shall not be placed on rock whose surface slopes more than 10 percent.
- e) Bottom of exterior footings to be carried a minimum of 3'-6" below finish grade.
- f) Where footings are stepped, bottom to be stepped not more than 2 feet vertical to four feet horizontal.
- g) Steel concrete reinforcing bars: billet steel deformed bars, ASTM-A615 sizes noted on drawings. Welded wire mesh (WWM): Grade 40, ASTM I-185 sizes on drawings.
- h) Provide bearing plates leveled up with no shrink grout for all beams bearing on concrete masonry. All steel leveling plates to be 1/4" thick size to match base plates.
3. **Slabs on Grade:** All floor slabs on grade shall be four inches (4") thick with 6x6, 1.4x1.4 wire mesh reinforcing, placed in middle steel trowel finish.

Sub-grades shall be maintained eight inches (8") below finish floor. Over entire ared of sub-grade, fill with minimum four inches (4") compacted bank run gravel and sand topping to eliminate protrusions. Provide a 6 mil plyethylene film vapor barrier over the sand topping with 6" lap at joints.

MASONRY

Brick and concrete masonry walls shall conform to the "recommended practice for engineered brick masonry", latest edition by Structural Clay Products Institute, and "specifications for the design and construction of load bearing concrete masonry" by National Concrete Masonry Association.

- a) Concrete block shall be of the following types: ASTM C-90, Grade N-1
ASTM C-145, Grade N-1
- Do not backfill against foundation walls until concrete has attained maximum strength. Where bacfill is placed against foudation walls before flooring construction is in place, provide temporary bracing.

Material: All mortar shall be ASTM - C270 type S. Bricks shall have a minimum strength of 6000 psi. Provide solid blocking at perimeter walls (2 courses in).

METALS

General: Steel construction shall conform to AISC manual of steel construction, latest edition. Contractor to verify all dimensions and heights of steel in field.

Material: All structural steel shall be new, clean, straight and shall conform to ASTM A-36. Columns unless otherwise noted shall be 3" I.D. tube columns with sizes and locations indicated. Furnish Mill Certificates.

Threaded anchor bolts shall be 1/2" x 12" long at 4'-0" o.c. maximum of A36 or A307 steel, placed in all foundation walls, and 12" from all corners set up high enough to attach the sill plates as indicated on sections and details. See sections for locations of bolts for proper alignment with wood plates.

All structural steel shall be shop painted with grey zinc chromatic primer 2.0 mils thick.

Shop connections shall be welded or bolted unless otherwise noted on the drawings, field connections may be made with machine bolts, minimum bolt size 1/2" or as noted on the drawings.

WOOD

All framing lumber is to be "**#2 or Better**" Grade Douglas fir-larch. Provide built-up headers at all openings, regardless whether or not shown on drawings. Minimum size of build-up headers shall be 3-2x8 in 2x6 wall construction and 2-2x10 in 2x4 wall construction. Consult the Architect if you encounter difficulty installing specified headers. All load-bearing walls are to have two top plates and be blocked at mid height. All openings in floors, and ceilings are to have double joists/rrafters on all sides of opening. Block all floor joists at mid span, or 8'-0" o.c. min, whichever is less.

All framing for deck and exteriors stairs, all base plates and all other members in contact with concrete, masonry or exposed to weather shall be pressure treated Pine, Construction Grade. All Sub-flooring is to be 3/4" thick Tongue & Groove Douglas Fir plywood glued and screwed to joists 8" o.c.

Provide additional layers of 5/8" plywood underlayment in areas to receive VCT flooring and 1/2 plywood underlayment in areas to receive ceramic or stone tile in "thin set". All exterior wall sheathing is to be 1/2" CDX plywood for walls and roofs. **USE OF "OSB" SHEATHING SHALL NOT BE PERMITTED ON THIS PROJECT.**

NOTE:
DESIGNATED PLACARD 'TYPE V/FR FOR FLOOR' PRE-ENGINEERED WOOD CONSTRUCTION SHALL BE INSTALLED ON AN EXTERIOR WALL IN LOCATION APPROVED BY INSPECTOR.

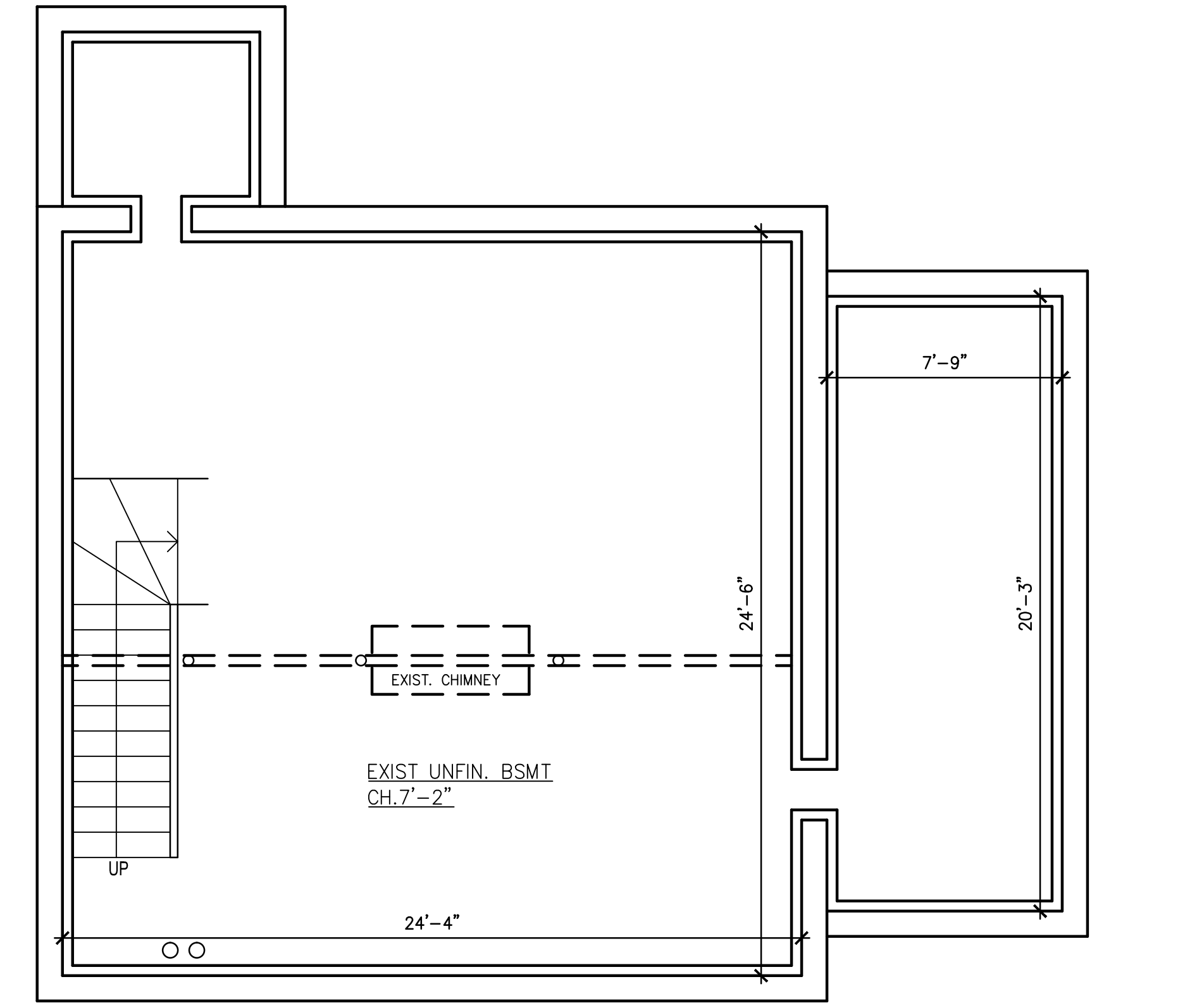
NOTE:
THESE PLANS WERE PREPARED IN COMPLIANCE WITH THE 2020 IBC ALONG WITH THE 2017 NYS UNIFORM CODE SUPPLEMENT

LIST OF ABBREVIATIONS

A.B.	=	ANCHOR BOLT
ACT	=	ACOUSTIC CEILING TILE
AFI	=	ABOVE FINISH FLOOR
AHU	=	AIR HANDLING UNIT
BUDG	=	BUILDING
B.O.	=	BOTTOM OF
CPT	=	CARPET
CMU	=	CONCRETE MASONRY UNIT
CJ	=	CONTROL JOINT
CL	=	COLUMN LINE
CLS	=	CEILING
CONC	=	CONCRETE
CONT.	=	CONTINUOUS
CORR.	=	CORRIDOR
CERAMIC TILE	=	CERAMIC TILE
CIBR	=	CAST-IRON BASEBOARD RADIATOR
DISP.	=	DISPENSER
ELR.	=	ELECTRIC BASEBOARD RADIATOR
EL. ELEV.	=	ELEVATION
ELEC.	=	ELECTRICAL
EQ.	=	EQUAL
EW.	=	ELECTRIC WATER COOLER
EX. EXIST.	=	EXISTING
F.A.P.	=	FIRE ALARM PANEL
F.D.	=	FLOOR DRAIN
F.E.C.	=	FIRE EXTINGUISHER CABINET
F.F.	=	FINISH FLOOR
FL.	=	FLOOR
GA.	=	GAUGE
GL.	=	GLASS
GWB	=	GYPNUM WALL BOARD
GYP.	=	GYPNUM
H.C.	=	HANDICAPPED
HDR.	=	HEADER
HGT.	=	HEIGHT
HM	=	HOLLOW METAL
INSUL.	=	INSULATION
L	=	LONG
LMF	=	LIGHT METAL FRAMING
MAX.	=	MAXIMUM
MIN.	=	MINIMUM
M.O.	=	MASONRY OPENING
M.R.	=	MOISTURE RESISTANT
O.C.	=	ON CENTER
O.H.	=	OVERHEAD
P.	=	PAINT
PL	=	PLATE
P.T.	=	PRESSURE TREATED
R. RAD.	=	RADIUS
RD	=	ROOF DRAIN
REQ'D	=	REQUIRED
S	=	STAINED & SEALED
SM.	=	SIMILAR
SS	=	STAINLESS STEEL
STL.	=	STEEL
STOR.	=	STORAGE
T.O.	=	TOP OF
TYP.	=	TYPICAL
VF	=	VERIFY IN FIELD
VCB	=	VINYL COVE BASE
VCT	=	VINYL COMPOSITION TILE
W.	=	WIDE
W/	=	WITH
WD	=	WOOD

ZONING DISTRICT REGULATION TABLE: (SS.110-11)				
ZONING DISTRICT: RT-6 ONE & TWO-FAMILY RESIDENCE DISTRICT				
	REQUIRED	EXISTING	PROPOSED	
LOT	MIN. LOT NET AREA	6,250 SQ.FT	9,900 SQ.FT	SAME
	MIN. LOT WIDTH	50'-0"	66'-0"	SAME
	MIN. LOT DEPTH	100'-0"	150'-0"	SAME
HOUSE	FRONT YARD	30'-0"	22.9' (PORCH STEPS)	26.1' (PORCH STEPS)
	SIDE YARD	8'-0"/10'-0" (18' TOTAL)	16.5'/ 6.5' (10 GARAGE)	16.5'/ 14.2'
	REAR YARD	30'-0"	43.5' (10 GARAGE)	78.5'
GARAGE	MAX. BUILDING HEIGHT	2 1/2 STORIES or 35'-0"	2 1/2 STORIES	2 1/2 STORIES (26±)
	MAX. COVERAGE	75% OF PRINCIPLE (1,122x0.75=842sf)	548	528
	REAR YARD	15'-0"	43'-6"	23'-0"
POOL	MAX. STRUCTURE HEIGHT	15'-0"		13'-0"
	FRONT YARD	20'-0"	N/A	105'-2"
	SIDE YARD	20'-0"	N/A	16'-6"
SITE	REAR YARD	20'-0"	N/A	20'-6"
	HEIGHT OF VISUAL BARRIER	6'-6"	N/A	6'-6"
	MAX. BUILDING COVERAGE *	2,150+180=2,330 SF	1,510 SF	1,725 SF
	MAX DEVELOPMENT COVERAGE	40% (3,960 SF)	34% (3,371 SF)	49% (4,828 SF)

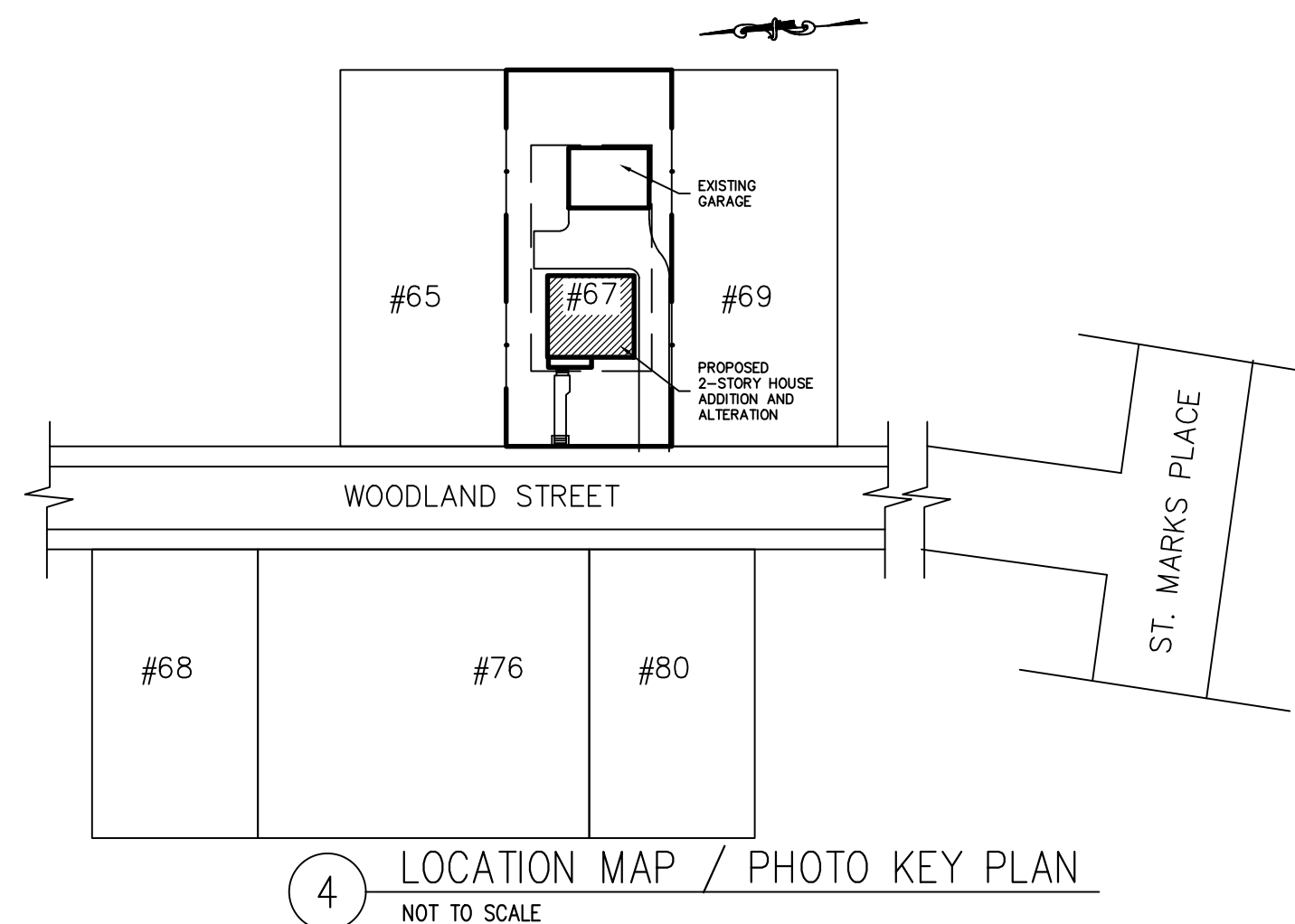
NOTE:
* MAX BUILDING COVERAGE BASED OF TOWN CODE S.S.110-11.C.1(b): WHERE NET LOT AREA OF 9,000 OR MORE SHALL HAVE A MAXIMUM PERMITTED BUILDING COVERAGE OF 2,150 SQUARE FEET, PLUS 20% OF NET LOT AREA IN EXCESS OF 9,000 SQUARE FEET



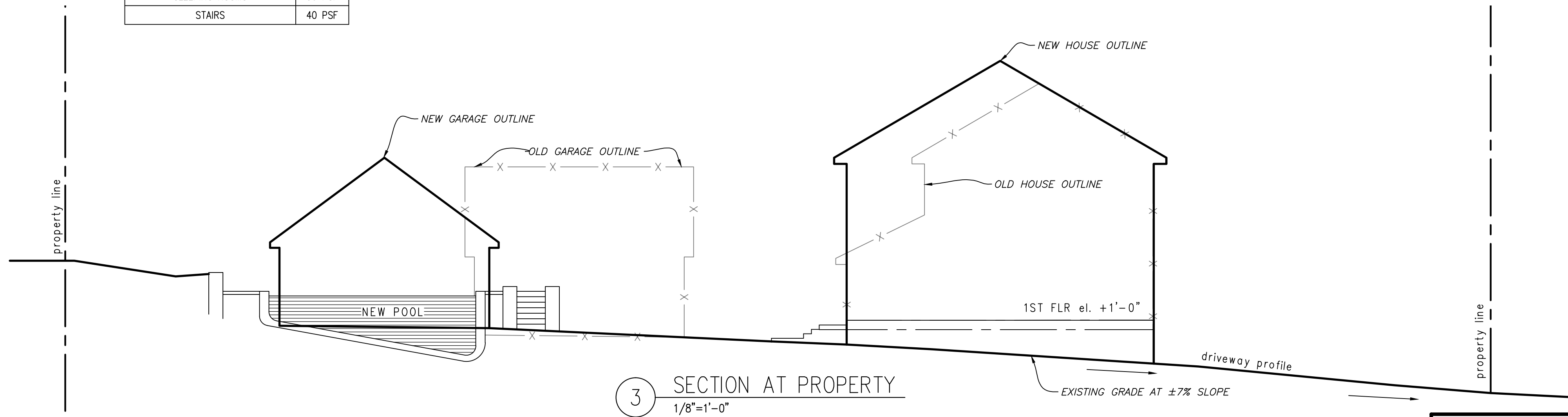
1 EXISTING BASEMENT PLAN
1/4" = 1'-0"

CLIMATIC & GEOGRAPHIC DESIGN CRITERIA													
GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	SPEED (MPH)	TOPOGRAPHIC EFFECTS	SPECIAL WIND REGION	WIND-BORNE DEBRIS ZONE		WEATHERING	FROST LINE DEPTH	TERMITE					
30 PSF	115 MPH	NO	YES	NO	B	SEVERE	3'-6" (42")	MODERATE TO HEAVY	10°F	YES	NO	1093	53.5°

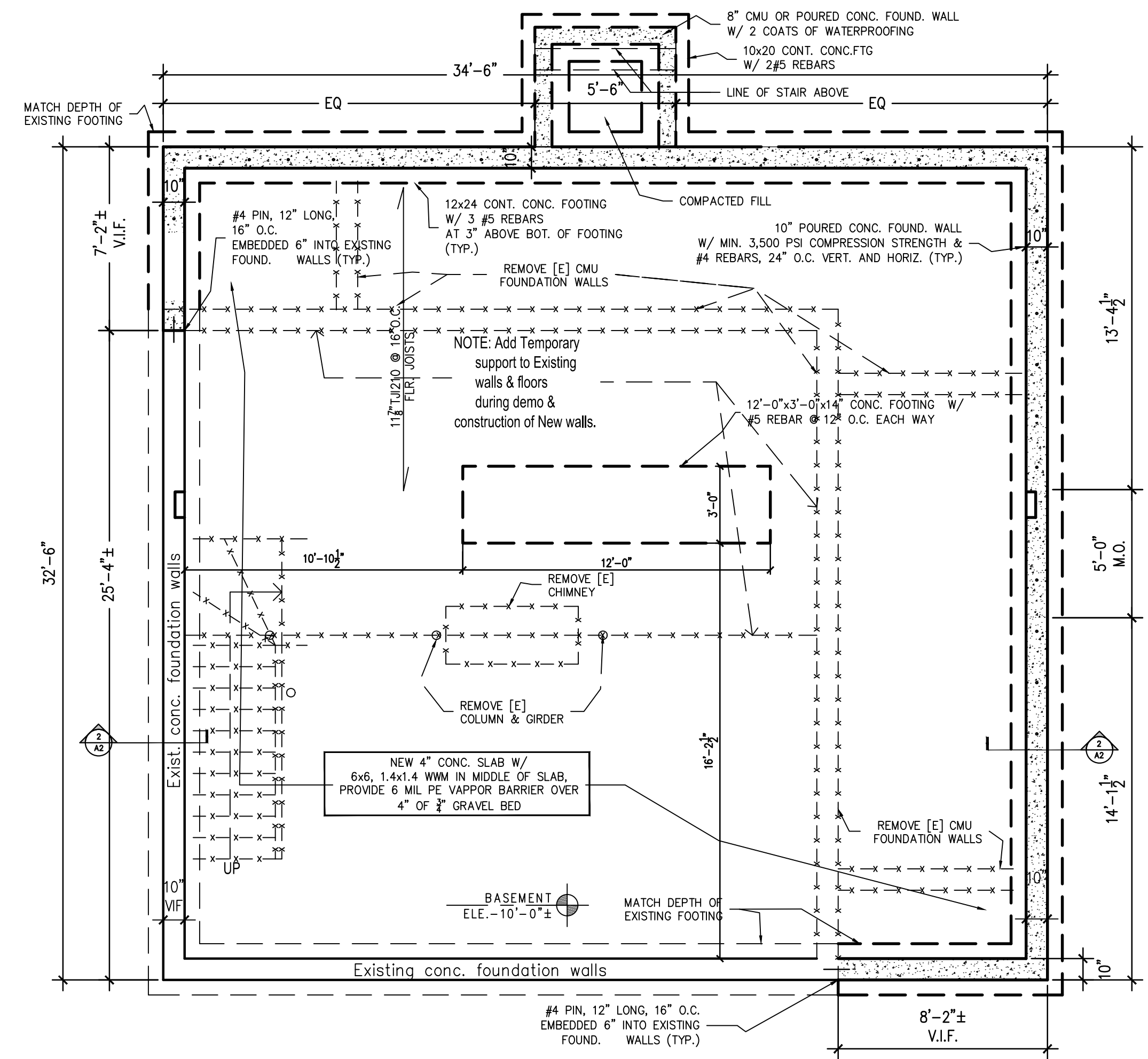
MINIMUM UNIFORMLY DISTRIBUTED LIVE LOAD: - IRBC NYS 2020R301.5		LIVE LOAD
UNINHABITABLE ATTICS W/O STORAGE	10 PSF	
UNINHABITABLE ATTICS W/ LIMITED STORAGE	20 PSF	
HABITABLE ATTICS AND ATTIC SERVED WITH FIXED STAIR	30 PSF	
BALCONIES AND DECKS	40 PSF	
FIRE ESCAPES	40 PSF	
GUARDS AND HANDRAILS	200 PSF	
GUARDS IN-FILL COMPONENTS	50 PSF	
PASSENGER VEHICLE GARAGES	50 PSF	
ROOMS OTHER THAN SLEEPING	40 PSF	
SLEEPING ROOMS	30 PSF	
STAIRS	40 PSF	



4 LOCATION MAP / PHOTO KEY PLAN
NOT TO SCALE



3 SECTION AT PROPERTY
1/8"=1'-0"



2 PROPOSED DEMOLITION/FOUNDATION PLAN
1/4" = 1'-0"

NOTE:
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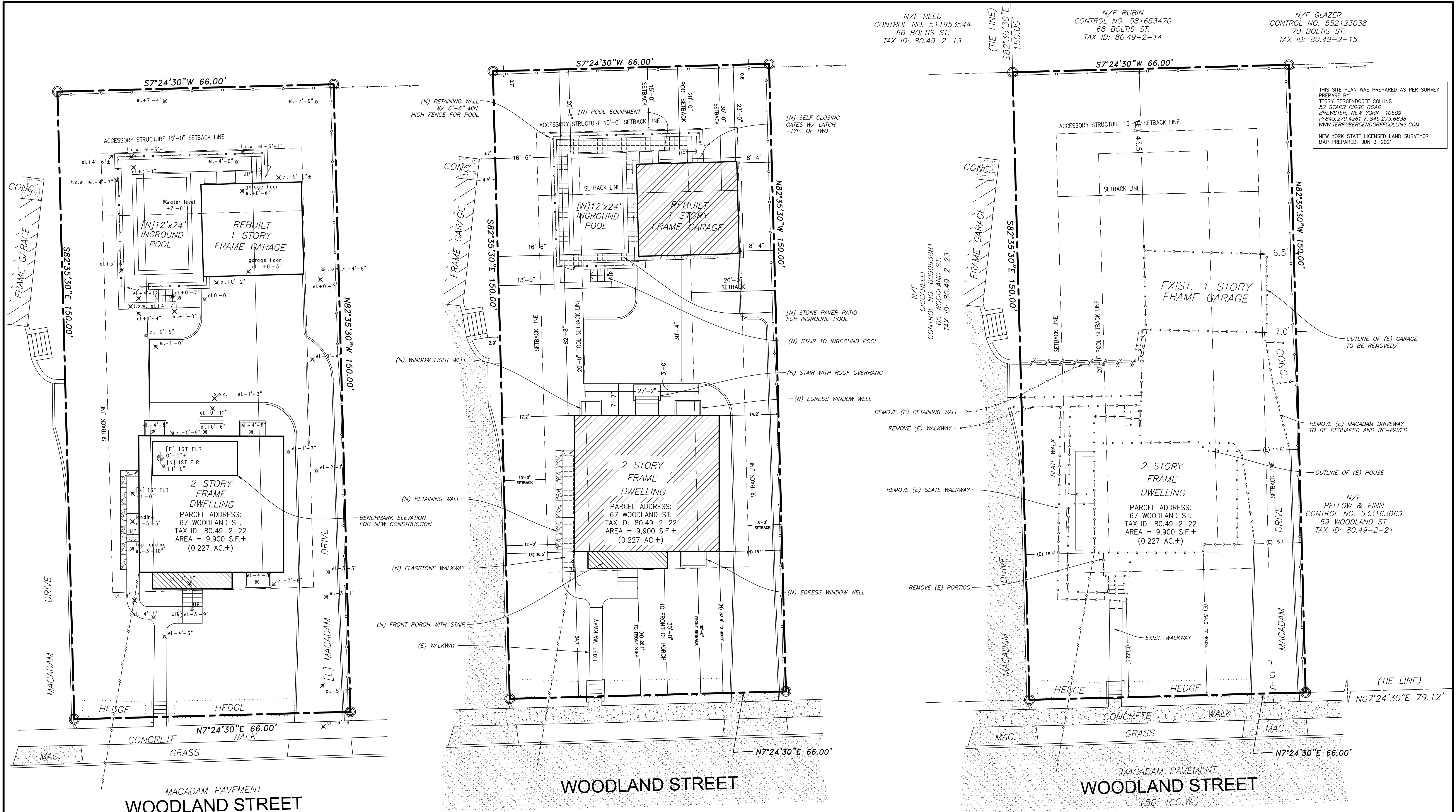
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vks
Architects
Post Office BOX 696
Katonah, NY 10536
914-232-9828
Fax: 914-232-9839
vks@vksa.com

TITLE
**ADDITION & ALTERATION TO
CICCARELLI RESIDENCE**
67 WOODLAND STREET, MT.KISCO, NY, 10549
**EXISTING/DEMO + PROPOSED FLOOR PLANS,
KEY MAP, CALCULATIONS/TABLES,
SITE SECTION AND GENERAL NOTES**
Tax Map ID#: 80.49-2-22

JOB NO.	2021-140	S1
DATE	09-27-2021	
SCALE	AS NOTED	
DRAWN /CHECKED BY	VKSA	
JOB NAME	CICCARELLI RESIDENCE	



3 PROPOSED GRADING PLAN
1"=10'-0"

2 PROPOSED SITE PLAN
1"=10'-0"

1 EXISTING/DEMO SITE PLAN
1"=10'-0"

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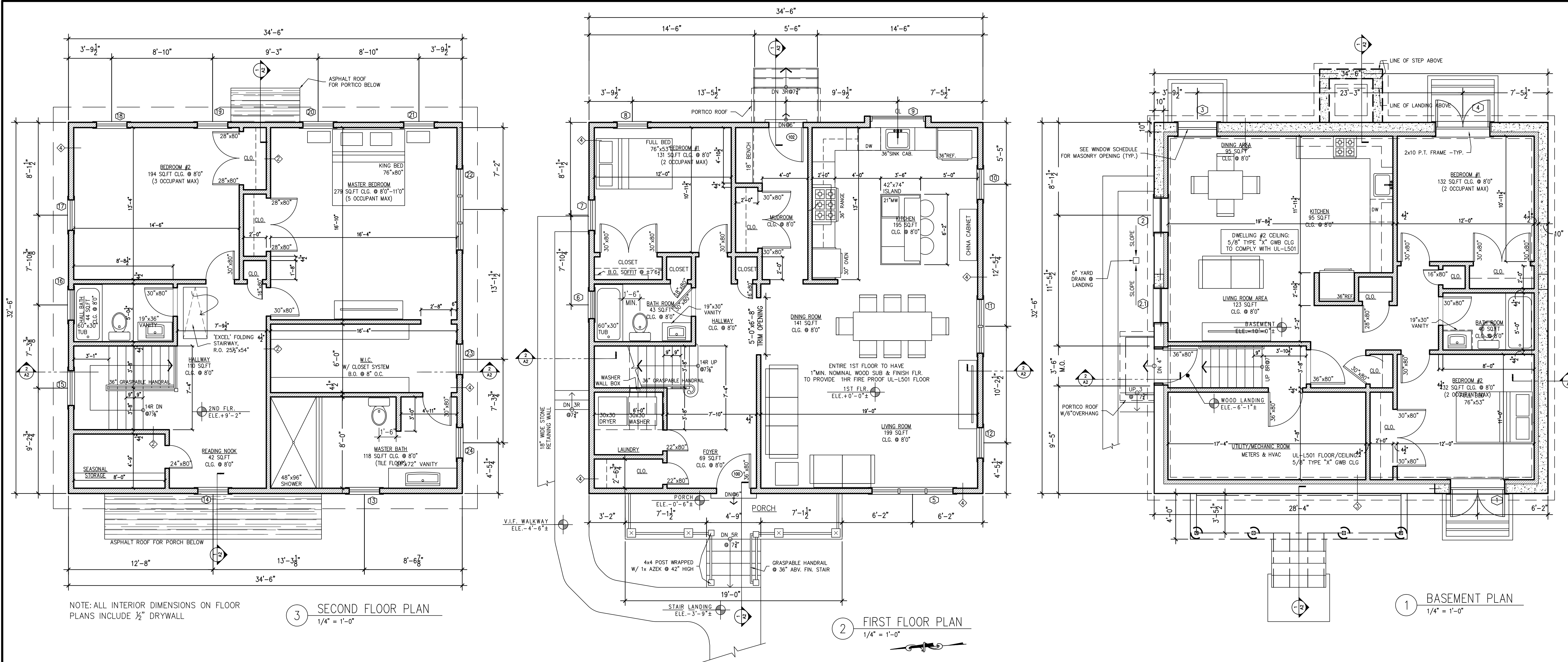
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TITLE
ADDITION & ALTERATION TO
CICCARELLI RESIDENCE
67 WOODLAND STREET, MT. KISCO, NY, 10549
EXISTING/DEMO, PROPOSED, & GRADING SITE PLANS

Tax Map ID#: 80.49-2-22

JOB NO. 2021-140
DATE 09-27-2021
SCALE AS NOTED
DRAWN /CHECKED BY VKSA
JOB NAME CICCARELLI RESIDENCE

DWG. NO.
S2
2 OF 5



REScheck Software Version 4.7.1 Compliance Certificate

Project: Ciccarelli Residence
Energy Code: 2015 IECC
Location: Mount Kisco, New York
Construction Type: Single-Family
Project Type: New Construction
Orientation: Bldg. Faces 270 deg. from North
Conditioned Floor Area: 3,000 R2
Glazing Area: 12%
Climate Zone: 4 (5832 HDD)
Permit Date: 4 (5832 HDD)
Permit Number:
Construction Site: 67 Woodland St. Mt. Kisco, NY 10549
Owner/Agent: Designer/Contractor:

Compliance: Passes using performance alternative
Compliance: 4.0% Better Than Code

Envelope Assemblies

Assembly	Gross Area of Perimeter	Cavity R-Value	Cont. R-Value	U-Factor	UA
West Wall: Wood Frame, 16" o.c. Orientation: Front	609	21.0	0.0	0.057	31
Door 1: Solid Orientation: Front	23		0.380	9	
(1)cw345: Wood Frame:Double Pane SHGC: 0.42 Orientation: Front	31		0.250	8	
(1)cw14: Wood Frame:Double Pane SHGC: 0.42 Orientation: Front	11		0.250	3	
(1)cw281: Wood Frame:Double Pane SHGC: 0.42 Orientation: Front	7		0.250	2	
Basement Wall 1: Solid Concrete or Masonry Orientation: Front Wall height: 9'0" Depth below grade: 6'3" Insulation depth: 8'0"	311	15.0	2.0	0.059	17
(1) cw24: Wood Frame:Double Pane SHGC: 0.42 Orientation: Right side	19		0.250	5	
North Wall: Wood Frame, 16" o.c. Orientation: Left side	748	21.0	0.0	0.057	39
(2) cw251: Wood Frame:Double Pane SHGC: 0.42 Orientation: Left side	12		0.250	3	

(2)cx14: Wood Frame:Double Pane SHGC: 0.42 Orientation: Left side	21		0.250	5	
(1)ja281: Wood Frame:Double Pane SHGC: 0.42 Orientation: Left side	5		0.250	1	
(1)cx145: Wood Frame:Double Pane SHGC: 0.42 Orientation: Left side	12		0.250	3	
Door 2: Solid Orientation: Left side	6		0.250	2	
Basement Wall 2: Solid Concrete or Masonry Orientation: Left side Wall height: 9'0" Depth below grade: 6'5" Insulation depth: 8'0"	293	15.0	2.0	0.058	15
Door 2: Solid Orientation: Left side	17		0.250	4	
(2)cxw14: Wood Frame:Double Pane with Low-E SHGC: 0.42 Orientation: Left side	24		0.250	6	
(1)cx145: Wood Frame:Double Pane SHGC: 0.42 Orientation: Back	609	21.0	0.0	0.057	29
(4)cx14: Wood Frame:Double Pane SHGC: 0.42 Orientation: Back	43		0.250	11	
(1)cx145: Wood Frame:Double Pane SHGC: 0.42 Orientation: Back	12		0.250	3	
cw24: Wood Frame:Double Pane SHGC: 0.42 Orientation: Back	19		0.250	5	
Door 3: Solid Orientation: Back	20		0.380	8	
Basement Wall 3: Solid Concrete or Masonry Orientation: Back Wall height: 9'0" Depth below grade: 7'8" Insulation depth: 8'0"	311	15.0	2.0	0.052	15
(1)ja351: Wood Frame:Double Pane SHGC: 0.42 Orientation: Back	9		0.250	2	
(1)cw24: Wood Frame:Double Pane SHGC: 0.42 Orientation: Back	19		0.250	5	
South Wall: Wood Frame, 16" o.c. Orientation: Right side	748	21.0	0.0	0.057	37
(2)cx14: Wood Frame:Double Pane SHGC: 0.42 Orientation: Right side	21		0.250	5	
(1) cw245: Wood Frame:Double Pane SHGC: 0.42 Orientation: Right side	28		0.250	7	
(2) cx145: Wood Frame:Double Pane SHGC: 0.42 Orientation: Right side	24		0.250	6	
(1) cw245: Wood Frame:Double Pane SHGC: 0.42 Orientation: Right side	21		0.250	5	
Basement Wall 4: Solid Concrete or Masonry Orientation: Right side Wall height: 9'0" Depth below grade: 7'0" Insulation depth: 8'0"	293	15.0	2.0	0.056	16
Floor 1: Slab-on-Grade (Unheated) Insulation depth: 8'0"	127		10.0	0.684	87
Ceiling 1: Cathedral Ceiling	1,012	38.0	0.0	0.027	27

Name: Title Signature Date

Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2015 IECC requirements in REScheck Version 4.7.1 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

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PROPOSED LIVING SPACE CALCULATIONS

APT.#	MAX OCCUPANCY CALCULATION	MINIMUM LIVING AREA REQUIRED	EXISTING LIVING AREA
APT.1	BEDROOM #1 - 2 PERSON BEDROOM #2 - 3 PERSON BEDROOM #3 (MASTER) - 5 PERSON	LIVING ROOM = 150 SQ.FT DINING ROOM = 100 SQ.FT	LIVING ROOM = 201 SQ.FT KITCHEN = 161 SQ.FT DINING ROOM = 152 SQ.FT
	TOTAL = 10 PERSON HOUSING	TOTAL = 250 SQ.FT	TOTAL = 514 SQ.FT
APT.2	BEDROOM #1 - 2 OCCUPANT BEDROOM #2 - 2 OCCUPANT	LIVING ROOM = 120 SQ.FT DINING ROOM = 80 SQ.FT	LIVING ROOM = 127 SQ.FT KITCHEN & DINING ROOM = 158.9 SQ.FT
	TOTAL = 3 PERSON HOUSING	TOTAL = 200 SQ.FT	TOTAL = 285.9 SQ.FT

NOTE: LIVING SPACE CALCULATIONS IS BASED ON PMCNY5404.5 OVERCROWDING & PMCNY5404.4 FROM 2020 PROPERTY MAINTENANCE CODE OF NEW YORK STATE

- WALL TYPES
- 1-HR RATED PARTITION "UL-30S": 2x4, DF STUDS, 16" O.C. W/ 1/2" TYPE "X" GWB EACH SIDE, PROVIDE FIBERGLASS INSULATION TO FILL WALL CAVITY
 - 2x4, 16" O.C. D.F. STUDS, W/ 1/2" GWB EACH SIDE
 - 10" CONCRETE FOUNDATION WALL W/ 1/2" FOIL FACED RIGID INSULATION IN INSIDE AND 2x4, 16" O.C. STUD FURRING W/ R-15 FIBERGLASS INSULATION, PROVIDE 1/2" GWB ON INTERIOR FACE
 - EXTERIOR WALLS: 2x6, 16" O.C. DOUGLAS FIR STUDS W/ 1/2" CDX PLYWOOD ON OUTSIDE FACE, TYVEK BLDG. PAPER AND COMPOSITE EXTERIOR SIDING, R-21 FIBERGLASS INSULATION TO FILL WALL CAVITY AND 1/2" GWB, PAINTED, ON INTERIOR.
- WALLS IN BATHROOMS AND OTHER WET AREAS SHALL RECEIVE MIN 1/2" MOISTURE RESISTANT GYPSUM WALL BOARD;
- PROVIDE 1/2" CEMENT BOARD IN SHOWER AND TUB AREAS

LIGHT AND VENTILATION CALCULATIONS

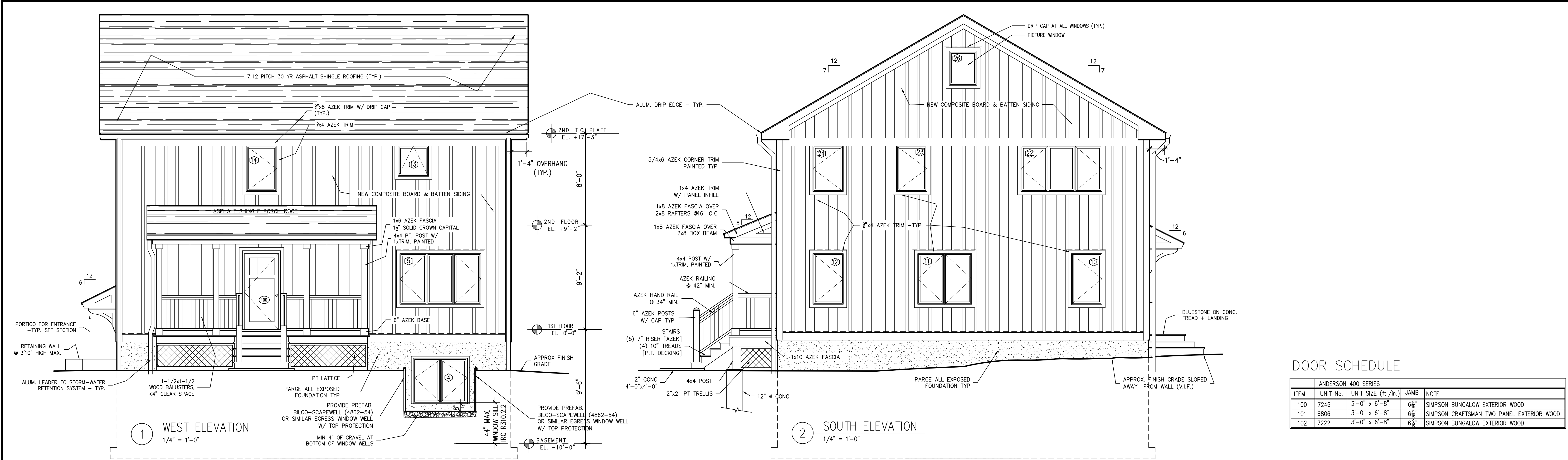
APT.#	REQUIRED	PROPOSED
APT. 1	BEDROOM #1 -143.6 SF. 8% = 11.5 S.F. 4% = 5.7 S.F.	ILLUMINATION= 21.9% (31.5 SF) VENTILATION = 19.6% (28.2 SF)
	BEDROOM #2 -195 SF. 8% = 15.6 S.F. 4% = 7.8 S.F.	ILLUMINATION= 14.6% (28.5 SF) VENTILATION = 12.9% (25.2 SF)
	BEDROOM #3 -286 SF. 8% = 22.9 S.F. 4% = 11.4 S.F.	ILLUMINATION= 14% (40.2 SF) VENTILATION = 10.4% (29.8 SF)
APT. 2	BEDROOM #1 -132 SF. 8% = 10.56 S.F. 4% = 5.3 S.F.	ILLUMINATION= 11% (14.4 SF) VENTILATION = 9.9% (13.1 SF)
	BEDROOM #2 -132 SF. 8% = 10.56 S.F. 4% = 5.3 S.F.	ILLUMINATION= 11% (14.4 SF) VENTILATION = 9.9% (13.1 SF)
	LIVING ROOM -313 SF. 8% = 25.1 S.F. 4% = 12.5 S.F.	ILLUMINATION= 8.2% (25.8 SF) VENTILATION = 5.9% (18.4 SF)

LEGEND		
EXIST. WALL	NEW CONSTRUCTION	TO BE REMOVED
CONCRETE WALL	RIGID INSULATION	UL-U30S WALL
QUADRUPLEX WALL RECEPTACLE	DUPLEX WALL RECEPTACLE	240V OUTLET
SPLIT WIRED DUPLEX RECEPTACLE	GROUND FAULT CIRCUIT INT. OUTLET	DATA/ETHERNET CONNECTION
CABLE TV JACK	LIGHT SWITH - SINGLE POLE	3(4) LIGHT SWITCH - 3 (OR 4) POLE
LIGHT SWITCH - DIMMER	DOOR SWITCH	FTR = FIN-TUBE BASEBOARD RADIATOR
VENT/HEAT/LIGHT CEILING UNIT	SMOKE DETECTOR - HARD WIRED WITH BATTERY BACKUP	HEAT DETECTOR - HARD WIRED WITH BATTERY BACKUP
CARBON MONOXIDE	MOTION SENSOR	RECESSED DOWNLIGHT
SPEAKER	WALLWASHER (TYP.)	HALOGEN DIRECT LIGHT
WALL SCONCE	CEILING MOUNTED LIGHT FIXTURE	FLOURESCENT FIXTURE
UNDERCABINET LIGHT	LIGHT/FAN	FLOOR AIR REGISTER
CEILING AIR REGISTER	WALL AIR REGISTER	CEILING AIR RETURN REGISTER
THERMOSTAT	FENESTRATION ID NUMBER	DOOR NUMBER
FLOODLIGHT	CHANDELER	

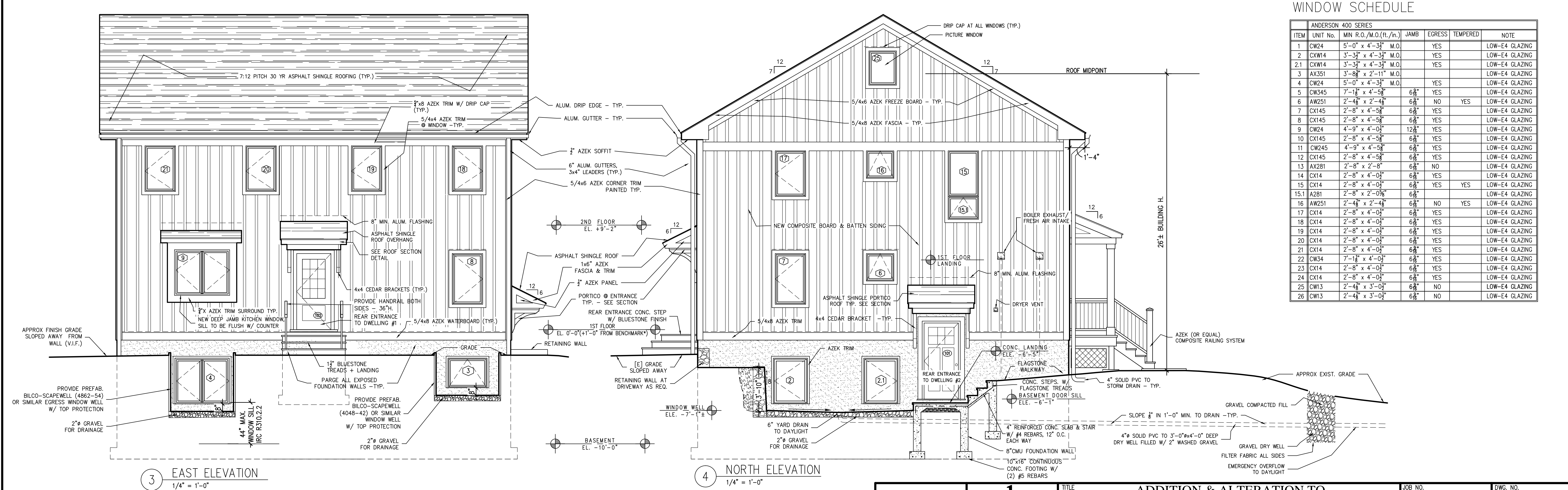
vks Architects
Post Office BOX 696
Katonah, NY 10536
914-232-9828
Fax: 914-232-9839
vks@vks.com

TITLE
**ADDITION & ALTERATION TO
CICCARELLI RESIDENCE**
67 WOODLAND STREET, MT.KISCO, NY, 10549
**PROPOSED FLOOR PLANS, CALCULATIONS,
RESHECK COMPLIANCE CERTIFICATE,
WALL TYPE KEY, & LEGEND**
Tax Map ID#: 80.49-2-22

JOB NO. 2021-140
DATE 09-27-2021
SCALE AS NOTED
DRAWN /CHECKED BY VKSA
JOB NAME CICCARELLI RESIDENCE
3 OF 5



DOOR SCHEDULE				
	ANDERSON 400 SERIES			
ITEM	UNIT No.	UNIT SIZE (ft./in.)	JAMB	NOTE
100	7246	3'-0" x 6'-8"	6 3/4"	SIMPSON BUNGALOW EXTERIOR WOOD
101	6806	3'-0" x 6'-8"	6 3/4"	SIMPSON CRAFTSMAN TWO PANEL EXTERIOR WOOD
102	7222	3'-0" x 6'-8"	6 3/4"	SIMPSON BUNGALOW EXTERIOR WOOD



WINDOW SCHEDULE						
	ANDERSON 400 SERIES					
ITEM	UNIT No.	MIN R.O./M.O.(ft./in.)	JAMB	EGRESS	TEMPERED	NOTE
1	CW24	5'-0" x 4'-3 3/4"	M.O.	YES		LOW-E4 GLAZING
2	CXW14	3'-3 3/4" x 4'-3 3/4"	M.O.	YES		LOW-E4 GLAZING
2.1	CXW14	3'-3 3/4" x 4'-3 3/4"	M.O.	YES		LOW-E4 GLAZING
3	AX351	3'-8 3/8" x 2'-11"	M.O.			LOW-E4 GLAZING
4	CW24	5'-0" x 4'-3 3/4"	M.O.	YES		LOW-E4 GLAZING
5	CW345	7'-1 1/8" x 4'-5 1/2"	6 3/4"	YES		LOW-E4 GLAZING
6	AW251	2'-4 1/2" x 2'-4 1/2"	6 3/4"	NO	YES	LOW-E4 GLAZING
7	CX145	2'-8" x 4'-5 1/2"	6 3/4"	YES		LOW-E4 GLAZING
8	CX145	2'-8" x 4'-5 1/2"	6 3/4"	YES		LOW-E4 GLAZING
9	CW24	4'-9" x 4'-0"	12 3/4"	YES		LOW-E4 GLAZING
10	CX145	2'-8" x 4'-5 1/2"	6 3/4"	YES		LOW-E4 GLAZING
11	CW245	4'-9" x 4'-5 1/2"	6 3/4"	YES		LOW-E4 GLAZING
12	CX145	2'-8" x 4'-5 1/2"	6 3/4"	YES		LOW-E4 GLAZING
13	AX281	2'-8" x 2'-8"	6 3/4"	NO		LOW-E4 GLAZING
14	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
15	CX14	2'-8" x 4'-0"	6 3/4"	YES	YES	LOW-E4 GLAZING
15.1	AX281	2'-8" x 2'-0 1/2"	6 3/4"	YES		LOW-E4 GLAZING
16	AW251	2'-4 1/2" x 2'-4 1/2"	6 3/4"	NO	YES	LOW-E4 GLAZING
17	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
18	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
19	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
20	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
21	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
22	CW34	7'-1 1/8" x 4'-0 1/2"	6 3/4"	YES		LOW-E4 GLAZING
23	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
24	CX14	2'-8" x 4'-0"	6 3/4"	YES		LOW-E4 GLAZING
25	CW13	2'-4 1/2" x 3'-0 1/2"	6 3/4"	NO		LOW-E4 GLAZING
26	CW13	2'-4 1/2" x 3'-0 1/2"	6 3/4"	NO		LOW-E4 GLAZING

NOTE:
BENCHMARK ELEVATION IS FIRST FLOOR OF EXISTING HOUSE

NOTE:
ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF VKS ARCHITECTS, AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF VKS ARCHITECTS.

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vks
Architects
Post Office BOX 696
Katonah, NY 10536
914-232-9828
Fax: 914-232-9839
vks@vksa.com

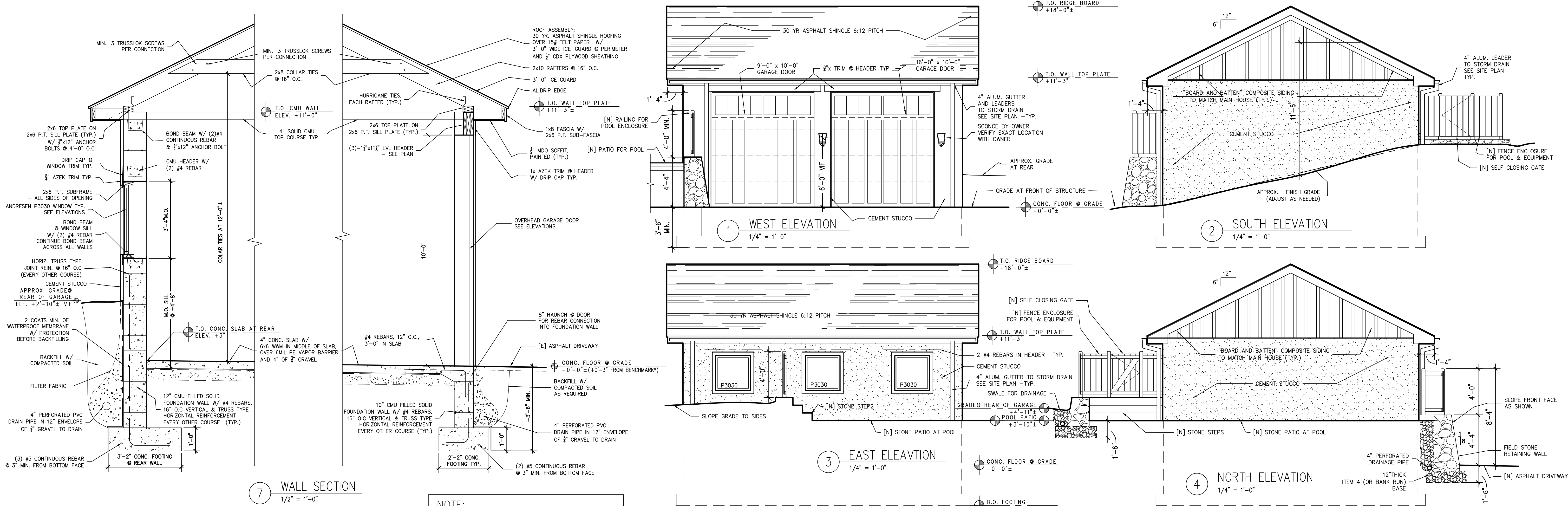
TITLE

**ADDITION & ALTERATION TO
CICCARELLI RESIDENCE**
67 WOODLAND STREET, MT.KISCO, NY, 10549












































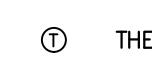
**BUILDING ELEVATIONS, &
DOOR + WINDOW SCHEDULE**
Tax Map ID#: 80.49-2-22

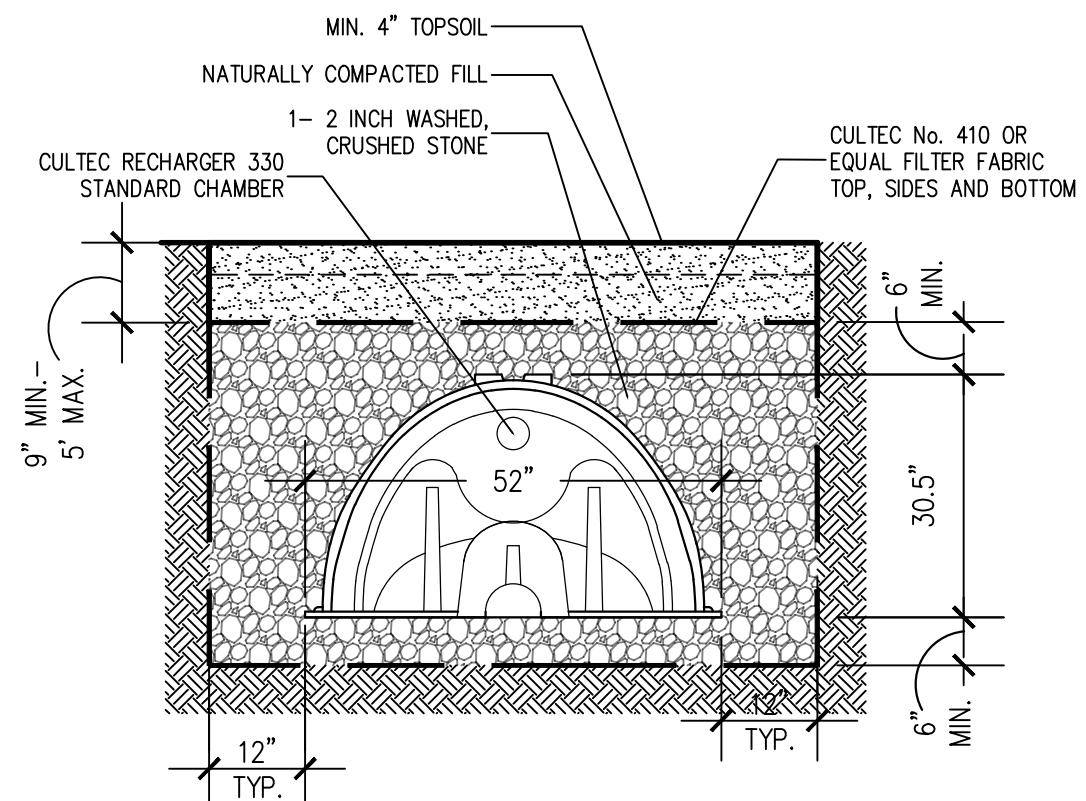
JOB NO.	2021-140	DWG. NO.
DATE	09-27-2021	
SCALE	AS NOTED	
DRAWN /CHECKED BY	VKSA	
JOB NAME	CICCARELLI RESIDENCE	

A2
4 OF 5

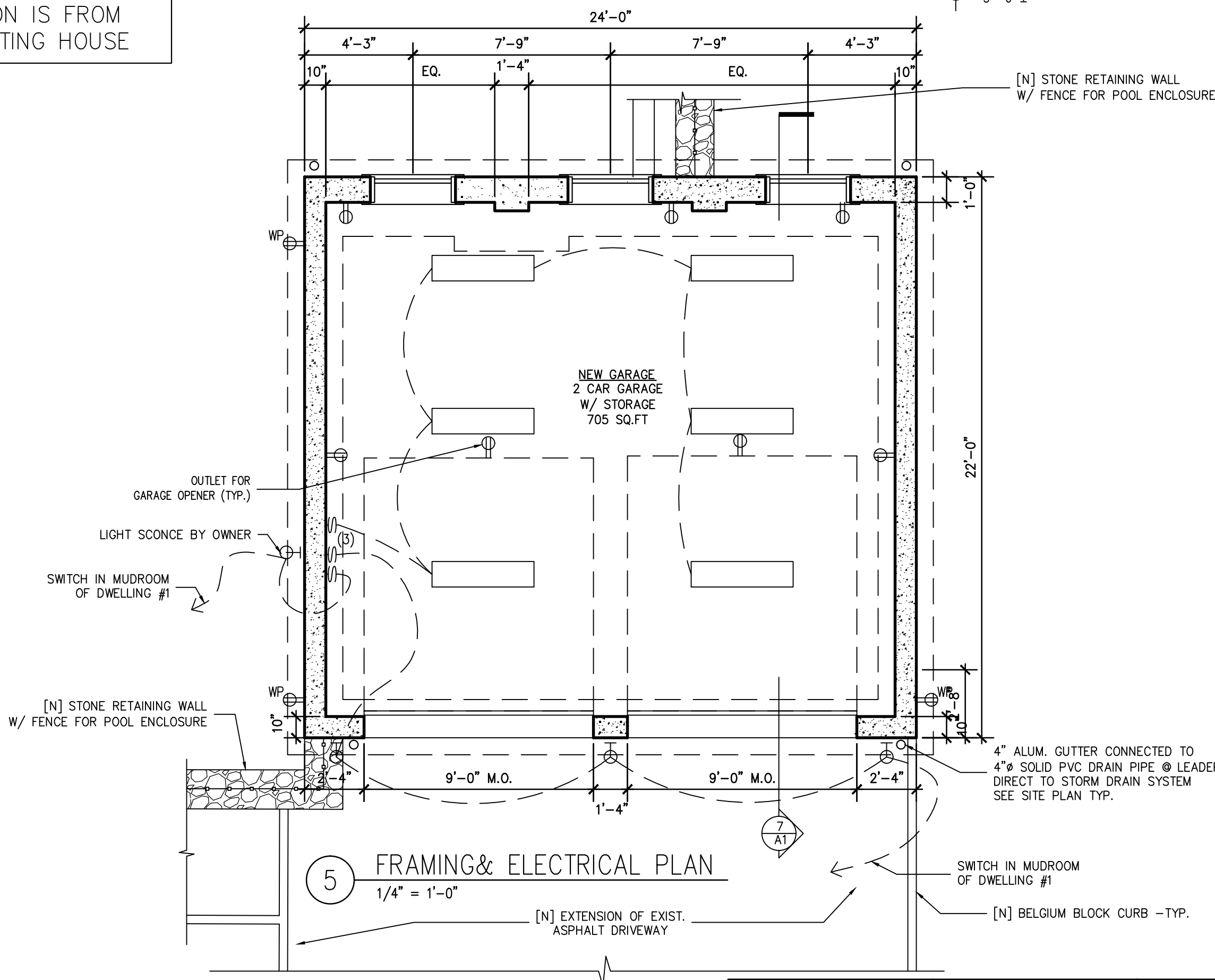


NOTE:
BENCHMARK ELEVATION IS FROM
FIRST FLOOR OF EXISTING HOUSE

LEGEND			
	EXIST. WALL		LIGHT SWITCH – DIMMER
	NEW CONSTRUCTION		DOOR SWITCH
	TO BE REMOVED		FTR = FIN-TUBE BASEBOARD RADIATOR
	CONCRETE WALL		VENT/HEAT/LIGHT CEILING UNIT
	RIGID INSULATION		SMOKE DETECTOR – HARD WIRED WITH BATTERY BACKUP
	UL-U305 WALL		HEAT DETECTOR – HARD WIRED WITH BATTERY BACKUP
	QUADRUPEX WALL RECEPTACLE		CARBON MONOXIDE
	DUPLEX WALL RECEPTACLE		MOTION SENSOR
	240V OUTLET		RECESSED DOWNLIGHT
	SPLIT WIRED DUPLEX RECEPTACLE		SPEAKER
	GROUND FAULT CIRCUIT INT. OUTLET		WALLWASHER (TYP.)
	WATERPROOF RECEPTACLE		HALOGEN DIRECT LIGHT
	DATA/ETHERNET CONNECTION		WALL SCONCE
	CABLE TV JACK		CEILING MOUNTED LIGHT FIXTURE
	CATV		
	LIGHT SWITH – SINGLE POLE		FLOURESCENT FIXTURE
	3(4) LIGHT SWITCH – 3 (OR 4) POLE		UNDERCABINET LIGHT
			LIGHT/FAN
			FLOOR AIR REGISTER
			CEILING AIR REGISTER
			WALL AIR REGISTER
			CEILING AIR RETURN REGISTER
			WALL AIR RETURN REGISTER
			THERMOSTAT
			FENESTRATION ID NUMBER
			DOOR NUMBER
			FLOODLIGHT
			CHANDLIER



10 TYPICAL 330 INFILTRATOR INSTALLATION DETAIL
NOT TO SCALE



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vks@vksa.com

TITLE
**ADDITION & ALTERATION TO
CICCARELLI RESIDENCE**
67 WOODLAND STREET, MT.KISCO, NY, 10549
**PROPOSED GARAGE PLANS, EXTERIOR ELEVATIONS
WALL SECTIONS, STORM WATER INFILTRATOR DETAIL,
& LEGEND**
Tax Map ID#: 80.49-2-22

JOB NO.	2021-140	DWG. NO.	
DATE	09-27-2021		
SCALE	AS NOTED		
DRAWN /CHECKED BY	VKSA		
JOB NAME	CICCARELLI RESIDENCE		
		5	OF 5

A3



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

MEMORANDUM

RECEIVED

SEP 28 2021

TO: Honorable Acting Chair Bainlardi
and Members of the Planning Board

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

SUBJECT: 369 Lexington Avenue
Captain Lawrence Brewing Company Outdoor Dining
Amended Site Plan Approval

DATE: Amended on September 9, 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

The Property

The subject property is located at 369 Lexington Avenue, home to Ferguson Showroom and Captain Lawrence Brewing Company; formerly known as Two Men and a Truck. 369 Lexington Avenue is a 55,875 sf (1.28 acre) lot located in the CL-1 Zoning District. The property received site plan approval in June 2016 which included: Subdivision plat approval, site plan approval, a wetland permit, and a change of use permit. Abutting the rear of the property are two (2) single – family vacant lots located in the RT-6 one and two-family zoning district; these were part of the original 2016 subdivision.

The Project

Modified from the previous submission – “which included the use of a food-trailer,” the applicant has amended their site plan by removing the food trailer and proposing an indoor commercial kitchen to service both patrons inside and the outdoor dining area. The use classification, in addition to the approved warehouse/retail use – will be a restaurant; also a permitted use within the CL-1 zoning district.

The applicant is seeking from your board, the following approvals: (1) amended site plan approval which includes a request to allow for the “joint-use” of parking spaces and a 2 ft. buffer waiver in the rear yard; (2) a change of use permit; (3) a special use permit – required for outdoor dining.

Proposed also includes the reorganization of the parking area, modifications to the curbing, increasing the ingress and egress width to 18 ft. to allow for two-way traffic, additional landscaping and, the relocation of the dumpster including an new enclosure.

Comments

1. Permanent outdoor dining requires a special use permit issued by the Planning Board. The site plan shall demonstrate compliance with the Village's outdoor seating requirements pursuant to Section 93-4D (2) of the Village Zoning Code. As proposed, 6 outdoor tables, pursuant to Section 93-4D sidewalk cafes and outdoor dining areas. (2) Terms and conditions. (g) Accessory use only. No sidewalk cafe or outdoor dining area may be operated except as an accessory to a restaurant or retail food store lawfully operating on the first floor of a premises, abutting the principal place of business of such entity and by the entity which operates the restaurant or retail food store. The number of tables shall not exceed one-third (1/3) of the total number of tables within the premises to which the sidewalk cafe or outdoor dining area is accessory. Proposed includes seventeen (17) tables located indoors and therefore; five (5) tables are permitted outdoors.

2. Parking area should be dimensioned.

Zoning

1. Seating and gravel dining area is located within the 10ft. buffer requirement, pursuant to § 110-19.1 C (6) (b)[2]; a 2ft. buffer variance is required. Unless otherwise waived pursuant to § 110-32 B. Waiver of buffer.
2. Pursuant to § 110-30 Supplementary use regulations. D. Trash compactors, dumpsters and other large trash containers. (1) The compactor, dumpster or container shall be located no closer to the property lines than is permitted for an accessory structure in said district.
3. Pursuant to § 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 north, side yard and buffer, relief from this is required.
4. The total number of parking spaces required is 85, proposed are 48 spaces. Unless granted "shared-use of parking approval" by the Planning Board, a parking variance of 37 spaces will be required.

Approvals Required

1. Site Plan Approval and a Special Use Permit is required; a public hearing shall be held prior to the issuance of a Special Use Permit
2. Zoning Board, Variances required
3. Property is located in the Designated Main Street District, DEP approval may be required

Date: 10.19.21

Fee: \$750

RECEIVED

SEP 28 2021

Case No.: 28A 21-19

Date Filed: 9.28.21

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

**Zoning Board of Appeals
Application**

Appellant: Scott Vaccaro, Captain Lawrence Brewery, Co.

Address: 369 Lexington Avenue, Mt. Kisco, NY 10549

Address of subject property (if different): _____

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

Property owner (if different): Mt. Kisco Supply Co.

Address: 369 Lexington Avenue, Mt. 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 09/09/2021. Application is hereby made for the following:

_____ Variation or _____ Interpretation of Section 110-31(G) & 110-31(D) of the Code of the Village/Town of Mount Kisco,

to permit the: X Erection; _____ Alteration; _____ Conversion; _____ Maintenance of a trash enclosure inside yard closer to side lot line than principal structure.

_____ in accordance with plans filed on (date) 09/28/21 for Property ID # 80.48-4-17 located in the CL-1 Zoning District. The subject premises is situated on the East side of (street) Lexington Ave 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 X Area _____

Is the appellant before the Planning Board of the Village of Mount Kisco with regard to this property? Yes

Is there an approved site plan for this property? Yes in connection with a _____ Proposed or X Existing building; erected (yr.) _____

Size of Lot: 219+/- feet wide 320+/- feet deep Area 55,875 sf

Size of Building: at street level 80.5' feet wide 270' feet deep

Height of building: 30' Present use of building: Commercial

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:
Building coverage

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? CL-1 Recently adopted

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 09/09/2021 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.

[Signature]
(Appellant to sign here)

Sworn to before me this day of: JUNE 4, 2021

Notary Public, Theresa Giannone, County, NY

THERESA GIANNONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01 GI4888784
Qualified in Dutchess County
My Commission Expires 04-08-2023

[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)

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: September 27, 2021

Notary Public, Jennifer E. Danbrobio, County, NY

JENNIFER E DANBROBIO
Notary Public - State of New York
Registration No. 01DA0286665
Qualified in Westchester County
My Commission Expires 8/1/24

[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 27 LOGAN LANE 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.

[Signature]
(sign here)



David J. Cooper
dcooper@zarin-steinmetz.com

September 28, 2021

By Hand Delivery

Hon. Arthur Weiss and the
Members of the Mount Kisco Zoning Board of Appeals
Town/Village of Mount Kisco
104 Main Street
Mount Kisco, NY 10549

RECEIVED
SEP 28 2021
Zoning Board of Appeals
Village/Town of Mount Kisco

**Re: The Captain Lawrence Brewing Co.
Area Variance Application: Garbage Enclosure
396 Lexington Avenue (Sec. 80.48, Block 4, Lot 17) ("Site")**

Dear Chairman Weiss and Members of the Zoning Board:

This firm represents The Captain Lawrence Brewing Company ("Applicant") in connection with its proposed "Barrel House" restaurant space at the above-mentioned 55,875-square foot Site ("Project"). The Applicant is seeking from your Board two (2) area variances to permit a garbage enclosure in the corner of the northern parking lot. Specifically, the Applicant requires relief from the requirement that trash enclosures: (i) be located outside the required 10' side yard setback (see Zoning Code § 110-30(D); and (ii) not be located any closer to a side property line than a principal structure (see id. § 110-31). We are writing to request placement on your Board's October 19, 2021 Regular Meeting Agenda to consider the Applicant's requested variances.

The Applicant's proposed siting for the trash enclosure is the safest location on the Site because it would be out of vehicular traffic flow and designated parking spaces. It would also be located in the area farthest away from a proposed outside dining area associated with the Applicant's restaurant, while still being convenient to access for employees storing refuse on Site prior to the trash hauling company arriving to remove it. As the plans submitted herewith demonstrate, the corner location is well screened by adjacent structures, as well as the Applicant's proposed buffer planting around the perimeter of the parking lot. Indeed, it is unlikely that the enclosure would be visible to adjacent properties at this location.

As set forth below, the benefits associated with allowing the Applicant to maintain the garbage enclosure in the corner location far outweigh any minimal detriment to the neighborhood. Accordingly, the Applicant respectfully requests that your Board issue the two (2) area variances after conducting a public hearing on October 19th.

In support of this request, enclosed please find of the following materials, as well as a check in the amount of \$750.00 to cover the application fee:

- ZBA Application Form;
- Memorandum from Building Inspector Peter J. Miley, dated September 9, 2021, identifying required variances for trash containers on page 2, Zoning, Points 2 & 3 (“Denial Letter”);
- Sheets A-100 and A-200: Site Plan and Building Code Calculations and Details, last revised September 23, 2021, prepared by James Coleman Architecture Studio (“Site Plan”);
- Copy of the Public Notice;
- Map and identification of properties within 300’ of Project Site; and
- Copy of the Applicant’s Lease for the Site.

Proposed Project / Procedural Posture

The Applicant is seeking amended site plan approval, a change of use permit, and special permit from the Planning Board in connection with its restaurant use at the Site. The restaurant would include a small bar and accessory retail area, as well as a seating area and kitchen in the portion of the building at the Site formerly used as a storage/warehouse by the company known as “Two Men and a Truck.” The Applicant’s restaurant use would also include a seasonal outside dining area in the rear of the building. Relevant here, the Applicant is proposing to locate a trash enclosure in the northwestern corner of the upper parking lot, which is triggering the need for the instant variance requests.

On September 14, 2021, the Planning Board determined that the Application was sufficiently complete to conduct a public hearing. The Planning Board also determined that the proposal qualifies as a “Type II” Action under SEQRA.

At the Applicant’s request, the Planning Board scheduled its public hearing for October 26th so as to allow the Applicant to secure the variances for the trash enclosure from your Board earlier in October. Since the request involves the “granting of individual setback and lot line variances,” we submit that it should be classified as a “Type II” Action SEQRA, meaning that your Board would be in a procedural position to vote on this Application upon the close of the public hearing. See 6 N.Y.C.R.R. § 617.5(c)(16).

The Balance Weighs in Favor of Granting the Requested Area Variances

We respectfully submit that the record supports a finding by your Board that the benefits in granting the variances would significantly outweigh any potential detriment to the health, safety, and welfare of the neighborhood. Hiding the trash enclosure in a well-screen corner of the upper parking lot would not result in substantial impacts to other properties in this mixed-use neighborhood along Lexington Avenue. In contrast, the traffic safety, parking and operational benefits of the proposed location would be great.

As such, granting the requested variances would be justified under the “five factor” test under New York State Town Law. See N.Y. Town Law § 267-b(3):

First, granting the area variances would not result in an undesirable effect on the character of the community, or a detriment to nearby properties. Given the location of adjacent buildings and proposed buffer planting along the perimeter of the parking lot, it is unlikely that the trash enclosure would be visible to adjacent properties. The enclosure would also ensure that odors would be minimized. To the extent the area is visible, the Applicant is proposing to surround the enclosure with a black vinyl covering to further screen the enclosure. In addition, the proposed location in the side yard would allow the Applicant to maximize the number of parking spaces in the northern lot, which would benefit the surrounding neighborhood.

Second, there is no feasible alternative method to obtain the benefits associated with the requested area variances. Egress/ingress to the restaurant is located in the northern parking lot. Placing the trash enclosure in the southern parking lot would require employees to traverse around almost the entire outside of the building -- including the frontage along Lexington Avenue -- before being able to deposit trash. This is not a viable alternative for the Applicant. The proposed corner location is the only area in the northern parking lot that is easily accessible for employees while not interfering with vehicular ingress/egress, decreasing available parking or impacting the outdoor dining area.

Third, the requested variances are not substantial, particularly when viewed in light of the limited impact locating the trash enclosure in the corner of the northern parking lot would have upon adjacent properties. While the percent deviation associated with some of the variances may be significant, the existing and proposed screening would ensure that the actual impact would be minimal. When weighed in light of the overall benefit of allowing the Applicant to operate a restaurant at the Site with a convenient and safe location to temporarily store trash, the extent of the variances requested should not be classified as “substantial.”

As the New York courts recognize, the “substantiality” prong is not simply satisfied by a mathematical calculation:

The ZBA’s consideration of this percentage deviation alone, taken in a vacuum, is not an adequate indicator of the substantiality of Petitioners’ Variance Application. Certainly, a small deviation can have a substantial impact, or a large deviation can have little or no impact depending on the circumstances of the variance application.

Substantiality must not be judged in the abstract. The totality of the relevant circumstances must be evaluated in determining whether the variance sought is, in actuality, a substantial one.

Aydelott v. Town of Bedford ZBA, 6/25/2003 N.Y.L.J. 21 (col. 4) (Sup Ct. Westchester Cty. 2003) (annulling zoning board's denial of area variance application where "a review of the record reveals that the ZBA was, primarily, concerned with the extent of the deviation from the standards established by the zoning code without considering the impact on the surrounding community").¹

Accordingly, the requested variances should not qualify as "substantial" given the evidence in the record demonstrating that the impact of granting the variances upon the surrounding community would be minimal. See, e.g., Wambold, 32 N.Y.S.3d at 630.

Fourth, there would not be an adverse impact on the environmental or physical conditions of the neighborhood if your Board were to grant the requested variance. The proposed corner location, in conjunction with the screening measures incorporated into the design of the enclosure, supports a determination by your Board that the Project would not result in any adverse environmental or other physical impacts upon the neighborhood.

Fifth, arguably, the need for the variances is not self-created. The irregular shape of the Site creates multiple "side yard" lot lines, making it difficult to find a well-screened area on the Site to locate the enclosure that is also zoning compliant. To the extent your Board considers the alleged hardship concerning the requested variances self-created, however, such 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.").

Conclusion

On balance, granting the requested variances would not produce a significant detriment to the health, safety or welfare of the community. In contrast, the Applicant would benefit greatly by permitting the placement of the trash enclosure as currently proposed. We respectfully ask, therefore, that your Board grant the requested area variances.

¹ See also Wambold v. Vill. of Southampton ZBA, 140 A.D.3d 891, 32 N.Y.S.3d 628, 630 (2d Dep't 2016) (upholding variances that were mathematically "substantial," because there was no evidence the project would result in an undesirable effect on the character of the neighborhood); Baxter v The Town of Yorktown ZBA, No. 08/14078, 2009 WL 6920100, at *8 (Sup. Ct. Westchester Cty. 2009) ("While petitioners focus on the percentage of the variances as evidence of their substantiality and submit that their size is a significant reason why they should not have been granted, consideration of percentage deviations alone, without consideration of the impact of such deviations on the surrounding community, is not an adequate indicator of their substantiality.").

We look forward to appearing before your Board at its October 24th meeting agenda to review this Application. In the meantime, if you have any questions or require any further information, please do not hesitate to contact us.

Respectfully Submitted,

ZARIN & STEINMETZ

By: 
David J. Cooper

Encls.

Cc (via electronic mail):

Peter J. Miley

Michelle Russo

Jan. K. Johannessen, AICP

Whitney Singleton, Esq.

The Captain Lawrence Brewing Company and Design Team

Fedele, Felice - Rosaria Fedele
18 Kisco Rd
MOUNT KISCO, NY 10549

13 Columbus LLC
13 Columbus Ave
MOUNT KISCO, NY 10549

James, Delroy
20 West St Ext
MOUNT KISCO, NY 10549

Village of Mount Kisco
1 Lexington Ave
MOUNT KISCO, NY 10549

People Of The State of NY
1 Lexington Ave
MOUNT KISCO, NY 10549

351 Lexington Av Corp
351 Lexington Ave
MOUNT KISCO, NY 10549

**C &
S Lexington Avenue Corp.**
347 Lexington Ave
MOUNT KISCO, NY 10549

244 West Street LLC
234 West St
MOUNT KISCO, NY 10549

Conte Bella Casa, LLC
11 West St Ext
MOUNT KISCO, NY 10549

Current Occupant
MOUNT KISCO, NY 10549

Claytor Enos - Claytor Family Trust
239 West St
MOUNT KISCO, NY 10549

356 Lexington Avenue Corp
356 Lexington Ave
MOUNT KISCO, NY 10549

**J &
J Realty of Westchester LL**
328 Lexington Ave
MOUNT KISCO, NY 10549

Lexington Avenue Realty LLC
326 Lexington Ave
MOUNT KISCO, NY 10549

Mendelson, Mark - Gabriel Mendelson
385 Lexington Ave
MOUNT KISCO, NY 10549

**339 Lexington Avenue Mt Kisco -
Lexington Avenue Mt Kisco MT**
339 Lexington Ave
MOUNT KISCO, NY 10549

Mt Kisco Glass Co Inc
333 Lexington Ave
MOUNT KISCO, NY 10549

Village of Mount Kisco - Tina Fisher
634 Main St
MOUNT KISCO, NY 10549

Uden, John - Lori Uden
19 Kisco Rd
MOUNT KISCO, NY 10549

Mair Lovett - Andrea Watson
10 Locust St
MOUNT KISCO, NY 10549

Velardo, Giuseppe
213 West St
MOUNT KISCO, NY 10549

Giardina, Anthony Jr - Angela Giardina
9 Kisco Rd
MOUNT KISCO, NY 10549

Lopez, Ramiro - Jeffrey Lopez
354 Lexington Ave
MOUNT KISCO, NY 10549

13 Columbus LLC
330 Lexington Ave
MOUNT KISCO, NY 10549

Turns, Louise
16 West St Ext
MOUNT KISCO, NY 10549

Mt Kisco Supply Co Inc
369 Lexington Ave
MOUNT KISCO, NY 10549

Lopez, Jeffrey - Ramiro Lopez
12 West St Ext
MOUNT KISCO, NY 10549

Randazzo, Serafino
228 West St
MOUNT KISCO, NY 10549

Hengst, Daniel E
211 West St
MOUNT KISCO, NY 10549

Cambareri, Carmelo - Marla Cambareri
370 Lexington Ave
MOUNT KISCO, NY 10549

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SEP 28 2021

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

Created on: 9/27/2021

Page 1 of 2

Roger Case Rlty Corp
342 Lexington Ave
MOUNT KISCO, NY 10549

People Of The State of NY
1 Lex Ave-Columbus Ave
MOUNT KISCO, NY 10549

Thuesen, Christian Kent - Carsten Keith Thuesen
359 Lexington Ave
MOUNT KISCO, NY 10549

Artista of Briarcliff Inc.
255 West St
MOUNT KISCO, NY 10549

D.I.M. 227, Inc.
227 West St
MOUNT KISCO, NY 10549

Ursino, Vittorio - Giovanna Ursino
8 Kisona Rd
MOUNT KISCO, NY 10549

The Gardens At Mt. Kisco Corp
260 West St
MOUNT KISCO, NY 10549

350 Lexington Ave Realty LLC
350 Lexington Ave
MOUNT KISCO, NY 10549

Conte, Carmine
19 West St Ext
MOUNT KISCO, NY 10549

Lopez Veronica
208 West St
MOUNT KISCO, NY 10549

CSMA, LLC
23 Kisona Rd
MOUNT KISCO, NY 10549

Marcos Mercedes - Cesar Marcos
13 Kisona Rd
MOUNT KISCO, NY 10549

Current Occupant
MOUNT KISCO, NY 10549

Conte Carmine
West St Ext
MOUNT KISCO, NY 10549

Delgado, Luis - Rosa Tapia
341 Lexington Ave
MOUNT KISCO, NY 10549

Village Of Mount Kisco
West St Ext
MOUNT KISCO, NY 10549

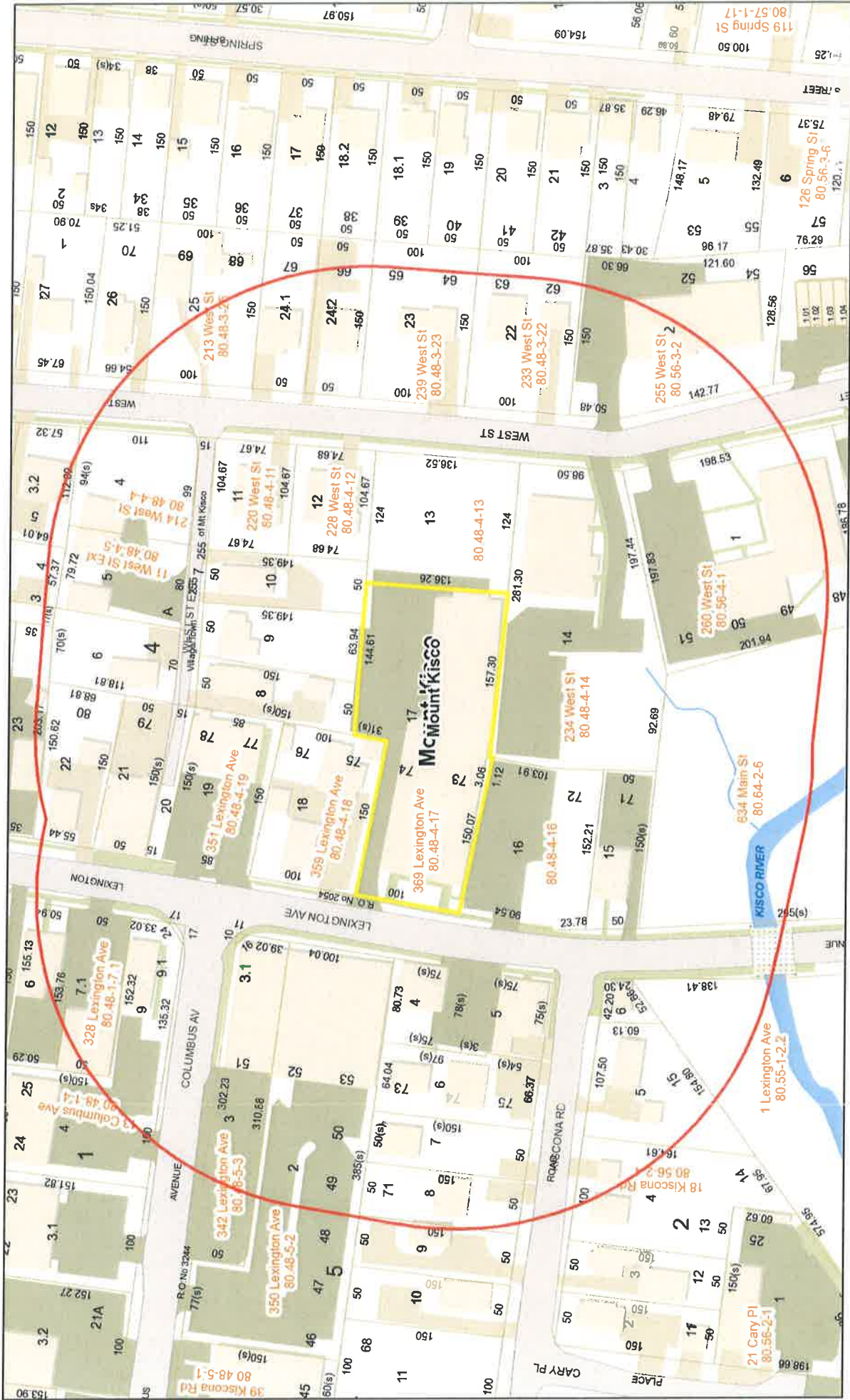
Velardo, Giuseppe - Rosaria Velardo
220 West St
MOUNT KISCO, NY 10549

Conte Bella Casa, LLC
214 West St
MOUNT KISCO, NY 10549

Jefferson, Julia B
233 West St
MOUNT KISCO, NY 10549

Rodgers Andrew - Sally DeLosSantos
225 West St
MOUNT KISCO, NY 10549

369 Lexington Ave. ID: 80.48-4-17 (Mount Kisco)



September 27, 2021

1:1,500



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.

Westchester County GIS
<http://giswww.westchester.gov.com>
Michaelian Office Building
148 Marine Avenue Rm 214
White Plains, New York 10601

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 **October** 20 **21** at the Municipal Building, Mount Kisco, New York, beginning at **7:00** PM pursuant to the Zoning Ordinance on the Appeal of

The Captain Lawrence Brewing Co.

(Name of Applicant)

369 Lexington Avenue, Mt. Kisco

(Address of Applicant)

from the decision of Peter J. Miley, Building Inspector, dated **September 9, 2021**
(Date of Denial Letter)
denying the application dated to permit the **construction of a dumpster enclosure to be located in the side yard setback pursuant to a Change of Use application to the Planning Board for a restaurant.**

(Proposed Work)

The property involved is known as **369 Lexington Avenue**
(Address of Property)

and described on the Village Tax Map as Section **80.48** Block **4** Lot **17**

and is located on the **east** side of **Lexington Avenue** in a
east/west/n/s (Street Name)

CL-1 Zoning District. Said Appeal is being made to obtain a
variance from Section(s) **110-30(D) & 110-31(G)** of the
(Identify specific zoning code section number(s))

Code of the Village/Town of Mount Kisco, which requires **a 10-foot side yard set back on dumpsters; and dumpsters to be located no closer to a side lot line than the principal structure.**

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

RECEIVED

OCT 08 2021

Zoning Board of Appeals
Village/Town of Mount Kisco


Tracy A. Russo being duly sworn, deposes and says:

On September 30 2021 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.

T. Mary A. Russo

Sworn to before me on this

30th day of September 2021


(Notary Public)

LEE J. LEFKOWITZ
Notary Public, State of New York
Qualified in New York County
No. 02LE6263517
My Commission Expires June 11, 2024

EXHIBIT A

PUBLIC NOTICE

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The Captain Lawrence Brewing Co.

(Name of Applicant)

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from the decision of Peter J. Miley, Building Inspector, dated September 9, 2021
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(Proposed Work)

The property involved is known as 369 Lexington Avenue
(Address of Property)

and described on the Village Tax Map as Section 80.48 Block 4 Lot 17

and is located on the east side of Lexington Avenue in a
east/west/n/s (Street Name)

CL-1 Zoning District. Said Appeal is being made to obtain a
variance from Section(s) 110-30(D) & 110-31(G) of the
(Identify specific zoning code section number(s))

Code of the Village/Town of Mount Kisco, which requires a 10-foot side yard set back on dumpsters; and dumpsters to be located no closer to a side lot line than the principal structure.

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

EXHIBIT B

13 Columbus LLC
10 Frances Dr
Katonah, NY 10536

350 Lexington Ave Realty LLC
350 Lexington Ave
Mt Kisco, NY 10549

244 West Street LLC
PO Box 189
Bedford Hills, NY 10507

339 Lexington Avenue Mt Kisco
Lexington Avenue Mt Kisco MT
305 Spring St
Mt Kisco, NY 10549

Abreu-Camilo Raul
211 West St
Mt Kisco, NY 10549

351 Lexington Av Corp
c/o Henry's Delicatessen
351 Lexington Ave
Mt Kisco, NY 10549

359-363 Lexington Realty LLC
Thuesen, Carsten K.
345 Lexington Ave
Mt Kisco, NY 10549

Bergin, Matthew
Bergin, Ursula
4901 Henry Hudson Pkwy, Unit 4E
Bronx, NY 10471

AGLA Realty Corp
Agim Rexhaj
829 Park Ave
New York, NY 10021

Artista of Briarcliff Inc.
c/o Select Properties, Ltd
344 Main St Ste 101
Mount Kisco, NY 10549

Claytor Enos
Claytor Roslyn M
239 West St
Mt Kisco, NY 10549

C & S Lexington Avenue Corp.
345 Lexington Ave
Mt Kisco, NY 10549

Cambareri, Carmelo
Cambareri, Maria
42 Woodland St
Mt Kisco, NY 10549

Conte Carmine
16 Wood Rd
Mt Kisco, NY 10549

Conte Bella Casa, LLC
110 Blackburn Ave
York, NE 68467

CSMA, LLC
Andrzej & Magdalena Rusinkowski
13 Wheeler Rd
North Salem, NY 10560

D.I.M. 227, Inc.
Attn: Inder Singh
540 Main St
Mt Kisco, NY 10549

Delgado, Luis
Tapia, Rosa
9 W Hyatt Ave
Mt Kisco, NY 10549

Fedele, Felice
Fedele, Rosaria
64 Woodland St
Mt Kisco, NY 10549

Giardina, Anthony Jr
Giardina, Angela
PO Box 158
Mt Kisco, NY 10549

J & J Realty of Westchester LL
c/o JSL Realty Group Inc
328 A Lexington Ave
Mt Kisco, NY 10549

James Delroy
20 West St Ext
Mt Kisco, NY 10549

LAs Props. In Westchester LLC
PO Box 189
Bedford Hills, NY 10507

Lexington Avenue Realty LLC
c/o JSL Realty Group Inc
328-A Lexington Ave
Mt Kisco, NY 10549

Mair Lovett
Watson, Andrea
10 Locust St
Mount Kisco, NY 10549

Lopez, Ramiro
Lopez, Jeffrey
85 Manchester Dr
Mt Kisco, NY 10549

Lopez, Veronica
208 West St
Mount Kisco, NY 10549

Mt Kisco Supply Co Inc
Att: Robert Pasquale
369 Lexington Ave
Mt Kisco, NY 10549

Marcos Mercedes
Marcos, Cesar
13 Kisona Rd
Mt. Kisco, NY 10549

Mendelson, Mark
Mendelson, Gabriel
385 Lexington Ave
Mt Kisco, NY 10549

Randazzo, Serafino
32 Rome Ave
Bedford Hills, NY 10507

People Of The State of NY
c/o Dir., Real Estate, West. Co
148 Martine Ave 9th Flr
White Plains, NY 10601

Roger Case Rlty Corp
Attn: Pedifix Inc.
281 Fields Ln
Brewster, NY 10509

Spencmorg LLC
333 Lexington Ave
Mt. Kisco, NY 10549

Rodgers Andrew
DeLosSantos, Saily
225 West St
Mt Kisco, NY 10549

Turns Louise
c/o Eugenia Turns
16 West St Ext
Mount Kisco, NY 10549

Uden, John
Uden, Lori
19A Kisona Rd
Mt Kisco, NY 10549

The Gardens At Mt. Kisco Corp
Putnam Management-Jon Stark
PO Box 729
Rye, NY 10580

Village of Mount Kisco - Tina Fisher
634 Main St
Mt Kisco, NY 10549

Velardo, Giuseppe
Velardo, Rosaria
40 West St
Mt Kisco, NY 10549

Ursino, Vittorio
Ursino, Giovanna
12 Kisona Rd
Mt Kisco, NY 10549

Village of Mount Kisco
104 Main St
Mt Kisco, NY 10549



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OCT 14 2021

Zoning Board of Appeals
Village/Town of Mount Kisco

AFFIDAVIT OF PUBLICATION FROM

State of Wisconsin
County of Brown, ss.:

On the 14 day of October in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared N. Heyrman 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.

N. Heyrman 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 editions dated below:

Zone:
Westchester

Edition Dates:
10/03/2021

N. Heyrman
Signature

Sworn to before me, this 14 day of October, 2021

Kathleen Allen
Notary Public, State of Wisconsin, County of Brown

KATHLEEN ALLEN
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, Croton, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Giamson, 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, Monégan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Terrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:

Blauvelt, Congers, Carmelville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Pleasantville, Pomona, Staatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Talmann, Tappan, Thiells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0004933711

Ad Number: 0004933711

Run Dates: 10/03/2021

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 October 2021 at the Municipal Building, Mount Kisco, New York, beginning at 7:00 PM pursuant to the Zoning Ordinance on the Appeal of The Captain Lawrence Brewing Co. 369 Lexington Avenue, Mt. Kisco from the decision of Peter J. Milej, Building Inspector, dated September 9, 2021 denying the application dated to permit the construction of a dumpster enclosure to be located in the side yard setback pursuant to a Change of Use application to the Planning Board for a restaurant.

The property involved is known as 369 Lexington Avenue and described on the Village Tax Map as Section 80.48 Block 4 Lot 17 and is located on the east side of Lexington Avenue in a CL-1 variance from Section(s) Zoning District. Said Appeal is being made to obtain a 110-10(b) & 110-31(4) (Identify specific zoning code section number(s)) of the Code of the Village/Town of Mount Kisco, which requires a 10-foot side yard set back on dumpsters; and dumpsters to be located no closer to a side lot line than the principal structure.
Harold Boxer, Chair Zoning Board of Appeals
Village/Town of Mount Kisco

0004933711

369 Lexington
ZBA

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

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 13th day of October 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

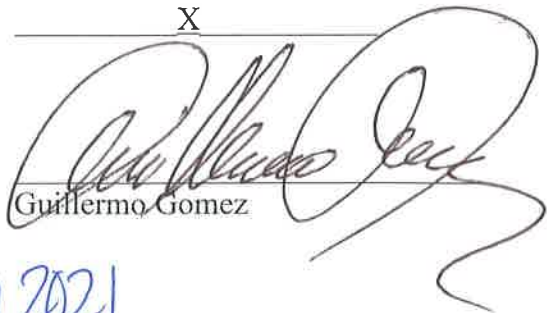
X

Carpenter Avenue Community House
200 Carpenter Avenue

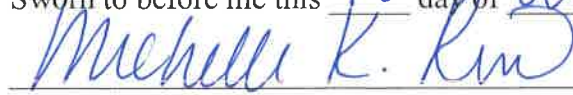
X

Leonard Park Multi Purpose Bldg

X


Guillermo Gomez

Sworn to before me this 13th day of October 2021


Notary Public

MICHELLE K. RUSSO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RU6313298
Qualified In Putnam County
My Commission Expires 10-20-2022

STANDARD FORM OF OFFICE LEASE
The Real Estate Board of New York, Inc.

7/04

Agreement of ~~Lease~~, made as of this _____ day of January in the year 2020 between
Mt. Kisco Supply Company, Inc., having a business address at 369 Lexington Avenue, Mount Kisco, New York 10549
party of the first part, hereinafter referred to as OWNER, and
Captain Lawrence Brewing, LLC, having a business address at 444 Saw Mill River Road, Elmsford, New York 10523
party of the second part, hereinafter referred to as TENANT,

~~Witnesseth:~~ Owner hereby leases to Tenant and Tenant hereby hires from Owner ⁽¹⁾

in the building known as 369 Lexington Avenue, Mount Kisco, New York 10549
in the Borough of _____, City of New York, for the term of five (5) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of April in the year 2020
31st day of March in the year 2025
both dates inclusive, at the annual ~~rental rate of~~ base rent ("Base Rent") of ⁽²⁾

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and
dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month
during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction
whatsoever, except that Tenant shall pay the first 1st monthly installment(s) on ~~the execution hereof~~ (unless this
lease be a renewal) and two (2) months' security ^{**or before April 1, 2020}

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the
payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner
may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent
payable hereunder and the same shall be payable to Owner as additional rent!

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives,
successors and assigns, hereby covenant as follows:

- Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises for a warehouse and Tasting Room ⁽¹⁾ and for no other purpose.

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises, by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, commercial general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises, or upon removal of other installations as may be required by Owner, Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner, at Tenant's expense.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the system and equipment thereof, whether requiring structural or nonstructural repairs caused by, or resulting from, carelessness, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for, or supplied to, Tenant or any subtenant, or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant

shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner. Any other repairs in or to the building or the facilities and systems thereof, for which Tenant is responsible, shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of the demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the demised premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises, or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law, or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the building if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and

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Zoning Board of Appeals
Village/Town of Mount Kisco

provided such appeal shall not subject Owner to prosecution for a criminal offense, or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person, or for property damage. Tenant shall not keep anything in the demised premises, except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the demised premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article, and if by reason of such failure the fire insurance rate shall, at the beginning of this lease, or at any time thereafter, be higher than it otherwise would be, then, Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of note for the building or the demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safe, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination:

7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such lesser or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgage, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Property Loss, Damage Reimbursement Indemnity:

8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by, or due to, the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to, Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor, nor statement or diminution of rent, nor shall the same release Tenant from its obligations hereunder, nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty:

9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner, and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by, and at the expense of, Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty, according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent, as hereinafter expressly provided, shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the demised premises shall have been repaired and restored by Owner (or if sooner reconquered in part by the Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within ninety (90) days after such fire or casualty, or thirty (30) days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such

notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease, and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date, and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding anything contained to the contrary in subdivisions (a) through (e) hereof, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d), and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appliances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Reversion Domain:

10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date of this vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease, and assigns to Owner, Tenant's entire interest in any such award. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.:

11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant or the majority interest in any partnership or other legal entity which is Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current:

12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no way make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises:

13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes, ducts, and conduits in and through the demised premises and to erect new pipes, ducts, and conduits therein, provided they are concealed within the walls, floor, or ceiling. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Owner shall have the right to enter the demised premises at reasonable hours for

Rider to be added if necessary

the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term, for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder.

Vault, Vault Space, Area: 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license is revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vaults or area shall be paid by Tenant.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant (or a guarantor of any of Tenant's obligations under this lease) as the debtor; or (2) the making by Tenant (or a guarantor of any of Tenant's obligations under this lease) of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination, and the fair and reasonable rental value of the demised premises for the period for which such installment was payable, shall be discounted to the date of termination at the rate of four percent (4%) per annum. If each demised premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than, the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises becomes vacant or deserted, or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under §365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall have failed, after five (5) days written notice, to redeposit with Owner any portion of the security deposit hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder; or if Tenant shall be in default with respect to any other lease between Owner and Tenant; or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, then, in any one or more of such events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within said fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof, and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid, or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required; then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay to Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises, or any part or parts thereof, shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorney's fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice, if required, and upon expiration of any applicable grace period, if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter and without notice, perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing, or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding, then Tenant will reimburse Owner for such sums so paid, or obligations incurred, with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder, and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

Building Alterations and Management: 20. Owner shall have the right at any time without the cause constituting an eviction and without incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building, and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

No Representations Owner: 21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the demised premises, except as herein

expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement heretofore made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof, and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in condition required by this lease. If permission is given to Tenant to enter into possession of the demised premises, or to occupy premises other than the demised premises, prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in the preamble to this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of Trial by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matter whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of, or occupancy of, the demised premises, and any emergency statutory or any other statutory remedy. If it is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaim.

Inability to Perform: 27. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to


be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures, or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government proclamation or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions which have been or are afflicted, either directly or indirectly, by war or other emergency.

Bills and Notices: 28. Except as otherwise in this lease provided, any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this lease) and shall be deemed to have been properly given, rendered or made, if sent by registered or certified mail (express mail, if available), return receipt requested, or by courier guaranteeing overnight delivery and furnishing a receipt in evidence thereof, addressed to the other party at the address hereinabove set forth (except that after the date specified as the commencement of the term of this lease, Tenant's address, unless Tenant shall give notice to the contrary, shall be the building), and shall be deemed to have been given, rendered or made (a) on the date delivered, if delivered to Tenant personally, (b) on the date delivered, if delivered by overnight courier or (c) on the date which is two (2) days after being mailed. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it. Notices given by Owner's managing agent shall be deemed a valid notice if addressed and set in accordance with the provisions of this Article. At Owner's option, notices and bills to Tenant may be sent by hand delivery.

Services Provided by Owner: 29. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such default, Owner shall provide: (a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and leave one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense, which Tenant shall thereafter maintain at Tenant's expense in good working order and repair, to register such water consumption, and Tenant shall pay for water consumed as shown on said meter as additional rent as and when bills are rendered; (d) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner reasonably satisfactory to Owner, and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) if the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to Tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours on Saturdays, Sundays or on holidays, as defined under Owner's contract with the applicable Operating Engineers contract, Owner will furnish the same at Tenant's expense. RIDER to be added in respect to rates and conditions for such additional service; (f) Owner reserves the right to stop services of the heating, elevator, plumbing, air-conditioning, electric, power systems or cleaning or other services, if any, when necessary by reason of accident, or fire repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner, for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually operated elevator service, Owner at any time may substitute automatic control elevator service and proceed diligently with alterations necessary therefore without in any way affecting this lease or the obligations of Tenant hereunder.

Captions: 30. The Captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

Definitions: 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, boothblack or other stand, barber shop, or for other similar purposes, or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession for the time being, of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales or conveyance, assignment or transfer of said land and building, or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be, and hereby is, entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser, grantee, assignee or transferee or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days as observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract, or by the applicable Operating Engineers contract with respect to HVAC service. Whenever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

 Rider to be added if necessary.

Adjusted
Insurance
Statement

Notes and
Regulations

Securities

Under to be added if necessary.

22. If an emergency shall be made upon and
advised to the limited partner, or shall be
submitted to the board, Tenant shall assist to the
extent possible in the payment of the expenses of
the building, of which Tenant's property forms a part, from injury or
damage, and to support the same by proper foundation, without any delay
for damages or otherwise against Owner, or distribution or otherwise of
rent.

23. Tenant and Tenant's agents, employees,
family, visitors, and invitees shall observe
thoroughly and comply strictly with the Rules and
Regulations and such other and further reasonable Rules and Regulations
as Owner and Owner's Agents may from time to time adopt. Breach of any
such Rules or Regulations shall be cause for termination of this Lease and
any other. In case of breach of any such Rules or Regulations, the
Board of Directors shall be given the right to suspend or terminate
the lease of Tenant's premises or any portion thereof, and to take such
other action as it may deem proper. Tenant shall be responsible for the
conduct of its agents, employees, family, visitors, and invitees, and
for the payment of any damages or costs incurred by Owner or Owner's
Agents in connection with the enforcement of the Rules and Regulations.
24. Tenant has deposited with Owner the sum
of \$13,000.00 as security for the faithful
performance and observance by Tenant of the
terms, provisions and conditions of this Lease, and in the event
Tenant defaults in respect of any of the terms, provisions and conditions of
this Lease, including, but not limited to, the payment of rent and
other sums due to Owner, Owner may use, apply or assign the sum so
deposited to the extent required for the payment of any rent and
other sums due to Owner, or any other sum as to which Tenant is in default, or for any
sum which Owner may expend or may be required to expend by reason of
Tenant's default in respect of any of the terms, provisions and conditions of
this Lease.

this lease, including but not limited to, any damages or deficiency in the re-
turn of the building premises, whether such damages or deficiency
arise before or after the expiration of the term of this lease by Owner. In
the case of any such default, application or assignment, Tenant shall, within
ten (10) days after demand, pay to Owner the sum so used, applied or assigned,
which shall be added to the security deposit to that the same shall be
applied to its future account. In the event that Tenant shall fail to pay
the same, the security deposit shall be retained by Owner until the date fixed as
the end of the term and after delivery of the premises of the building
premises to Owner, in the event of the end of the term and delivery of the building
premises to Owner, the right to receive the security to the Vendor or Tenant, and Owner shall
thereupon be released by Tenant from all liability for the return of such
security, and it is agreed that the provisions herein shall apply to every
sublease or assignment made of the security to any Owner. Tenant further
covenants that it will not assign or encumber or attempt to assign or
encumber the security deposited hereunder as security, and that neither Owner
nor its successors or assigns shall be bound by any such assignment,
conveyance, attempted assignment or attempted conveyance.

25. Tenant, at any time, and from time to time,
upon demand by Owner, shall, upon demand (10) days prior to the date of
demand, acknowledge and deliver to Owner, under to any other
person, then or hereafter specified by Owner, a statement certifying that
this lease is unrecorded and is still in force and effect, and if there have been
modifications, that the same is in full force and effect as modified and
showing the modifications, stating the date to which the rent and other sums
are due and paid, and stating whether or not there exists any default by
Owner under this lease, and, if so, specifying each such default and such
other information as shall be required by Owner.

26. The covenants, conditions and agreements
contained in this lease shall bind and bind to the
benefit of Owner and Tenant and their respective
heirs, successors, assigns, administrators, executors, and assigns as
herein provided in this lease, their assigns. Tenant shall look only to
Owner's title and interests in the land and building for the satisfaction of
Tenant's remedies for the collection of a judgment (or other judicial
process) against Owner in the event of any default by Owner hereunder, and
no other property or assets of such Owner (or any assignee, mortgagee, officer
or director thereof, shareholder or stockholder), shall be subject to levy,
attachment, or other enforcement procedure for the satisfaction of Tenant's
remedies, or with respect to this lease, the relationship of Owner and
Tenant hereunder, or Tenant's use and occupancy of the building premises.

In Witness Whereof, Owner and Tenant have respectively signed and sealed this Lease as of the day and year
first above written.

Witness for Owner

Witness for Tenant

Mt. Kisco Supply Company, Inc.

By: *Robert Pasquale*
Robert Pasquale, President

Captain Insurance Agency, LLC

By: *Scott Vaccaro*
Scott Vaccaro, Member

ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS.:

COUNTY OF

On this _____ day of _____ in the year _____, 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.

NOTARY PUBLIC

GUARANTY

FOR VALUE RECEIVED, and in consideration for and as an inducement to Owner making the within lease with Tenant, the undersigned guaranties to Owner, Owner's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned guarantor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion by Owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the provisions of the within lease. The undersigned further covenants and agrees that this guaranty shall remain in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the demised premises as a "statutory tenant." As a further inducement to Owner to make this lease, and in consideration thereof, Owner and the undersigned covenant and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of, the terms of this lease or of this guaranty, that Owner and the undersigned shall and do hereby waive trial by jury.

Business Address

Firm Name

STATE OF NEW YORK

ss.:

COUNTY OF

On the _____ day of _____ in the year _____ 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

Dated: _____ in the year _____

Guarantor

Witness

Guarantor's Residence

Notary Public

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.

- The sidewalk, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than for ingress or egress from the demised premises, and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and safeguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant, whether or not caused by the Tenant, or its clerks, agents, employees or visitors.
- No carpet, rug or other article shall be hung or shaken out of any window of the building and Tenant shall not sweep or throw, or permit to be swept or thrown, from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interference in any way with other tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
- No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on door and directory tablet shall be inscribed, printed or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not use, paint, stain, or in any way deface, any part of the demised premises or the building of which they form a part. No boring, cutting or striking of holes shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay insulation, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if insulation or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water; the use of cement or other similar adhesive material being expressly prohibited.
- No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or mechanism thereof. Tenant must, upon the termination of his tenancy, restore to Owner all keys of doors, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Owner the cost thereof.
- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the

- freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, or which these Rules and Regulations are a part of.
- Carrying, soliciting and peddling in the building is prohibited and Tenant shall cooperate to prevent the same.
- Owner reserves the right to exclude from the building all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom he requests such pass, and shall be liable to Owner for all acts of such persons. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.
- Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for office, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the demised premises.
- If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 5:00 p.m. in the case of services required on weekdays, and prior to 5:00 p.m. on the day prior in case of after hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing window blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the demised premises.
- Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto, and shall be done during such hours as Owner may designate.
- Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a contractor acceptable to Owner, at Owner's sole discretion, such items as Owner may expressly designate. (2) Owner's Right in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

Address

Premises

TO

STANDARD FORM OF

Office
Please

The Real Estate Board of New York, Inc.
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Dated _____ in the year _____

Rent Per Year

Rent Per Month

Term
From
To

Drawn by

Checked by

Entered by

Approved by

RIDER TO LEASE

DATED: JANUARY __, 2020

BETWEEN

MT. KISCO SUPPLY COMPANY, INC., Owner

AND

CAPTAIN LAWRENCE BREWING, LLC, Tenant

37. **Rider Controls.** In the event that any provision contained in this Rider or Tenant's Rider (collectively, the "Rider"), shall conflict or be inconsistent with any provision contained in the printed portion of the Standard Form of Office Lease, then the provisions contained in the Rider shall control.

38. Supplements to the printed portion of the Lease of Business Premises.

(a) Supplements *Preamble*.

1 Building consisting of approximately 7,426 square feet and the parking lot as shown on the Proposal Tenant Layout Plan, dated July 20, 2015, prepared by Demasi Architects, P.C., a copy of which is attached hereto as Schedule "A" (the "Premises").

		<u>Annual</u>	<u>Monthly</u>
2	(a)		
	Year 1 – 4/1/20-3/31/21	\$78,000.00	\$6,500.00
	Year 2 – 4/1/21-3/31/22	\$79,560.00	\$6,630.00
	Year 3 – 4/1/22-3/31/23	\$81,151.20	\$6,762.60
	Year 4 – 4/1/23-3/31/24	\$82,774.22	\$6,897.85
	Year 5 – 4/1/24-3/31/25	\$84,429.70	\$7,035.81

Base Rent shall be due and payable on the 1st day of each month.

(b) Supplements paragraph 2.

1 Tenant's lease and demise of the Premises hereunder is subject to all present and future zoning ordinances, laws, regulations, requirements and orders, including building, restrictions and regulations, and all other present and future ordinances, laws, regulations, requirements and orders of all departments, boards, bureaus, commission and bodies, or any municipal, county, state or federal governments now or hereunder having, or acquiring jurisdiction of the Premises, all other present and future covenants, easements and restrictions affecting the Building and the Premises and the revocable nature of any restriction, easement, agreement, ordinance or right affecting the Building and the Premises. Tenant acknowledges that the "Tasting Room" use has not been approved at Lease signing and the leasehold is not subject to said use at start of initial term. The failure at any time during Lease term of this permitted use will not invalidate leasehold. Further, Landlord will not be obligated to incur any expense or cost in said approval provided, however, that Landlord shall reasonably cooperate with Tenant in such application and shall sign off as the property owner on such application if required by the municipality.

(c) Supplements paragraph 3.

1 In the event Owner shall give its consent to any alterations, additions or improvements to the Premises, Tenant shall not infer therefrom that Owner has given any opinion whether or not they are in compliance with law or are structurally sound.

(d) Supplements paragraph 4.

1 the roof (including all roof leaks

(e) Supplements paragraph 8.

1 including actual court costs and other disbursements

(f) Supplements paragraph 10.

- 1 (so as to make the Premises not usable for the purposes provided in paragraph 2 hereof for the operation of Tenant's business)

(g) Supplements paragraph 11.

- 1 Notwithstanding anything contrary contained in paragraph 11, Tenant may, with Landlord's consent, not to be unreasonably withheld, conditioned or delayed, sublet all or a portion of the Premises at the sole expense of Tenant. In the event of such sublet, Tenant shall remain liable for all of Tenant's obligations hereunder. In the event of any request for a proposed assignment or sublet, Tenant shall reimburse Owner for Owner's reasonable legal fees incurred in connection with such request. In connection with any proposed assignment or sublet, Tenant shall provide Owner with the name and address of the proposed assignee or sublessee, a financial statement not more than six (6) months old, a statement of assignee's or sublessee's type of business, such other information as Owner may reasonably request and a copy of the proposed assignment or sublease. Any assignment or sublease without Owner's prior written consent which is not permitted under this Lease will be void at Owner's option. In the event of any assignment or sublet, Tenant shall remain liable for the performance of all of the obligations of Tenant under the terms and conditions of this Lease. Notwithstanding anything herein to the contrary, Tenant shall have the right to assign this Lease without Landlord's consent to Clearbrook Distilling LLC and to assign this Lease or sublet any portion of the Premises to an entity in which either Scott Vaccaro or Megan Vaccaro have a controlling (more than fifty (50%) percent) interest.

(h) Supplements paragraph 19.

- 1 but shall not be obligated to
- 2 actual court costs and other disbursements
- 3 or otherwise engage the services of an attorney by reason of Tenant's default (whether or not legal proceedings have been commenced)

39. (a) In addition to Base Rent, Tenant shall pay thirty (30%) percent of the Common Area Maintenance ("CAM") and property taxes (including any increases) for the Premises as additional rent (the "Additional Rent"). Owner shall supply Tenant with copies of all real estate tax bills and CAM invoices. Upon such notice, Tenant shall pay said invoices within thirty (30) days. In the event of a change of assessment for the Premises, Owner shall provide Tenant with written notice thereof together with a copy of the real estate tax bill. A list of the current items included in CAM for the property is attached hereto as Schedule "B" (the "Current CAM Items"). The Current CAM Items are intended to provide an example of the type of items to be included in CAM, but is not intended to limit the items which in the future may be included in CAM.

(b) The term "property taxes" means any form of real or personal property taxes, including but not limited to Town/County, School and Village tax, water and sewer, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments impositions or taxes of every kind and nature whatsoever, assessed or levied or imposed by any authority having the direct or indirect power to tax, including, without limitation, any city, county, state or federal government, or any improvement or assessment district of any kind, whether or not consented to or joined by Tenant against the Buildings whether now or imposed or imposed in the future, whether or not now customary or in the contemplation of Owner and Tenant on the date of this Lease.

40. Tenant shall be responsible for oil, electric, phone, cable, internet, air conditioning and shall make its own arrangements with companies serving the Premises for the furnishing of and payment of all charges for such services. Tenant shall not use an electrical current which exceeds the electrical capacity of the existing feeders, risers and wiring installations and shall not use any electrical equipment which may overload such installation or interfere with the use of the electrical system by Landlord or other tenants. Tenant is responsible to maintain and replacement of all HVAC systems, fuel maintenance agreements.

41. Tenant shall not be entitled to make any alterations, additions or improvements to the Premises without the prior written consent of Owner in each instance not to be unreasonably withheld. In the event of any request for a proposed alteration, addition or improvement to the Premises, Tenant shall reimburse Owner for Owner's reasonable out-of-pocket third-party expense

incurred in connection with such request, including but not limited to, engineering, architectural and reasonable attorneys' fees. In the event Owner shall give its consent to any alterations, additions or improvements to the Premises, Tenant shall not infer therefrom that Owner has given any opinion whether or not they are in compliance with law or are structurally sound. At the expiration of the Lease Term, Tenant shall leave all alterations, additions or improvements made by Tenant during the lease term which shall belong to Owner. Notwithstanding anything herein to the contrary, Landlord hereby consents to the alterations, additions and improvements to the Premises show on Schedule "C" attached hereto ("Tenant's Work"). Tenant's Work shall be performed by Tenant, at Tenant's sole cost and expense, in accordance with paragraph 3 hereof.

42. Tenant shall indemnify and hold Owner harmless from and against any and all bills for labor performed or equipment, fixtures and materials furnished to or for Tenant, and from and against any and all liens or claims therefore or against the Premises or the Building, and from and against any and all liability, claim, loss, damage or expense, including reasonable attorneys' fees, court costs and disbursements, in connection with any work performed by or for Tenant. The Premises and the Building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to or on behalf of Tenant, and no financing statements or other security instruments shall be filed against the Premises or the Building or the contents thereof.

43. Landlord shall provide all landscaping and snow and ice removal, which costs will be a part of the CAM.

44. Tenant shall, at Tenant's sole cost and expense, procure and maintain in force throughout the term of this Lease, the following insurance policies:

(i) Comprehensive general liability insurance against claims protecting and indemnifying Tenant and Owner from any and all claims for damages resulting from injury to persons and/or property, or from loss of life on the Premises, arising out of or caused by the negligent acts or omissions of Tenant, its agents, servants, employees, contractors and invitees committed in connection with the occupation, maintenance and/or use of the Premises and/or any part thereof or any appurtenances thereto. Such comprehensive general liability insurance will be at least the sum of \$1,000,000 in respect of injury or death to any one person and \$2,000,000 aggregate for injury or death arising out of one accident and property damage in the sum of \$250,000.00 arising out of one accident and will be for the mutual benefit of the Tenant and Owner, naming Owner as an additional insured and certificate holder thereon.

(ii) Workers' compensation insurance in statutory limits;

(iii) Property damage insurance, protecting and indemnifying Tenant from any and all loss arising out of damage to Tenant's moveable furniture, furnishings, trade fixtures and equipment, and other items of personal property on or about the Premises or any part thereof or any appurtenances thereto or arising out of or caused by the occupation, maintenance and/or use of the Premises or any part thereof. Such property damage insurance shall contain a waiver of subrogation endorsement in favor of Owner.

All of the aforesaid insurance policies will be written in insurance companies of recognized responsibility which are licensed to do business in the State of New York which insurance companies are subject to the approval of Owner. Certificates of such insurance shall be delivered to Owner prior to taking of possession of the Premises by Tenant and any replacements or renewals thereof at least twenty (20) days before the expiration date of any insurance policy. The Certificates will state the amounts of all deductibles and self-insured retentions and that Owner will be notified in writing thirty (30) days prior to cancellation, material changes, or non-renewal of such insurances.

45. No payment by Tenant or receipt or acceptance by Owner of a lesser amount than the correct rent or additional rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance or pursue any other remedy in this Lease or at law.

46. If Tenant fails to make any payment of rent, Additional Rent or any other sum due hereunder within seven (7) days after the due date thereof, Tenant shall pay to Owner, upon demand, a late charge in the amount of two hundred fifty (\$250.00) dollars.

47. Other than as may be utilized in ordinary and customary course of Tenant's business, Tenant shall not cause or permit any Hazardous Materials (hereinafter defined) to be used, stored,

transported, released, handled, produced or installed, in or from the Premises or the Building. "Hazardous Materials," as used herein, shall mean any flammable, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a breach of the provisions of this paragraph, Owner shall have the right, in addition to all other rights and remedies of Owner under this Lease or at law, to require Tenant to remove any such Hazardous Materials from the Premises in the manner prescribed for such removal by laws and requirements of any public authorities. The provisions of this paragraph shall survive the expiration or termination of this Lease.

48. If Tenant shall hold over after the expiration of the term of this Lease, the parties hereby agree that Tenant's occupancy of the Premises after the expiration of the term shall be under a month-to-month tenancy commencing on the first day after the expiration of the term, which tenancy shall be upon all of the terms set forth in this Lease, except Tenant shall pay on the first day of each month of the holdover period as rent an amount equal to 2 times one-twelfth of the sum of the Annual Rent payable by Tenant during the last year of the term of this Lease. In addition to the foregoing, Owner shall be entitled to recover from Tenant any losses or damages arising from such holdover. Anything to the foregoing notwithstanding, the acceptance of any rent paid by Tenant pursuant to this paragraph shall not preclude Owner from commencing and prosecuting a holdover or summary eviction proceeding against Tenant.

49. Tenant acknowledges that Owner, or Owner's agent, has made no representations or promises with regard to the Premises for the term herein demised. Tenant shall take the Premises in "as is" condition. Owner shall not be obligated to make any repairs, alterations, improvements or additions to the Premises for Tenant's occupancy.

50. Tenant shall look only to Owner's estate and interest in the Building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Owner in the event of any default by Owner hereunder, and no other property or assets of Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease.

51. Owner shall not be liable for any loss or damage to any property or person at any time in the Premises by reason of theft or any action of the elements or arising from fire, wind, explosion, snow, water, rain, steam, gases or electricity no matter from what sources the same may come, provided same is not the result of the negligence or willful misconduct of Owner and Owner shall not be liable to Tenant for any damage by reason of inconvenience, annoyance or injury resulting from the repairing of the Premises provided such repairs do not prevent Tenant's conduct of its business for more than five (5) business days in any thirty (30) day period.

52. The obligations of Owner under this Lease shall not be affected, impaired or excused and Owner shall not have any liability to Tenant, because Owner is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of any of the following: fire or other casualty; acts of God; war; riot or other civil disturbance, accident; emergency; strike or other labor trouble; governmental preemption of priorities or other controls in connection with a national or other public emergency; difficulty in securing proper amounts of or failure or defect in the supply or quality of fuel, gas steam, water, electricity, supplies or labor; or any other event, beyond Owner's reasonable control.

53. All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered personally or sent by certified mail, return receipt requested, postage prepaid, or by overnight courier service, if to the Owner to Mt. Kisco Supply Company, Inc., 369 Lexington Avenue, Mount Kisco, New York, with a copy to Shapiro Gettinger Waldinger & Monteleone, LLP, 118 North Bedford Road, Mount Kisco, New York 10549, Attn: Gregory A. Monteleone, Esq. and if to Tenant to Clearbrook Distilling, LLC, 375 Clearbrook Road, Elmsford, New York 10523 Attn: Mr. Scott Vaccaro, with a copy to Robinowitz Cohan Dubow & Doherty LLP, 199 Main Street, Suite 500, White Plains, New York 10601, Attn: Richard M. Cohan, Esq., or to such other addresses as the parties may designate by notice given in the manner specified in this paragraph. Any such notices, demands and communications shall be deemed effective on the date personally delivered, or three (3) days after

deposited in the United State mail as certified mail, or one day after deposited with an overnight delivery service, as the case may be.

54. Owner and Tenant represent and warrant to each other that (i) Owner and Tenant and the person executing this Lease on their behalf have the power and authority to execute, deliver, and perform this Lease; and (ii) Owner and Tenant have taken all action required by law to authorize the execution and delivery of this Lease.

55. Owner and Tenant represent and warrant to each other that there was no broker involved in consummating this Lease, and no conversations or negotiations were had with any broker concerning the renting of the Premises other than Princeton Realty Group ("Brokers"), Landlord shall pay Brokers any commission earned with respect to this transaction pursuant to separate agreement. Each party shall indemnify, defend and hold the other harmless from and against any and all costs, liabilities and expenses, including reasonable attorney's fees, court costs and other disbursements, arising out of any claims of any broker other than the Brokers alleging entitlement to a commission by reasons of the acts of the party.

56. Tenant hereby indemnifies and shall hold Owner harmless from and against any and all demands, claims, causes of actions, fines, penalties, damages, losses, liabilities judgments and expenses, including reasonable attorney's fees, actual court costs and other disbursements, incurred in connection with or arising out of (i) any accident occurring on or about the Premises resulting in claims for damages or injuries to property and/or for personal injury or death; (ii) the use or occupancy of the Premises by Tenant; (iii) any activity work or thing done or permitted or suffered by Tenant to be done on or about the Premises; (iv) any acts, omissions or negligence of Tenant or any contractors, agents, employees, invitees, visitors or guests of Tenant on the Premises; (v) any breach or violation by Tenant of any law, ordinance or governmental requirements of any kind; provided none of the foregoing is caused by the negligence or willful misconduct of Owner. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon notice from Owner, shall defend the claim at Tenant's sole cost and expense, and shall employ legal counsel selected by Owner or an insurance carrier.

57. In the event that Tenant shall install additional locks or change existing locks, Tenant shall provide keys therefore to Owner.

58. Tenant, at its sole cost and expense, will be responsible for maintaining and cleaning the interior common space, bathrooms and exterior walkways and parking areas for the building. Tenant shall be responsible for cleaning its Premises. Tenant shall remove its rubbish from the Premises. Tenant shall comply with the Town of Mount Kisco recycling procedures.

59. Tenant may, at its sole cost and expense, install signs in its discretion without Landlord's counsel provided all such signage shall be in compliance with all municipal codes, rules and regulations.

60. Tenant is responsible for turning off lights, closing windows and locking all doors securely after hours and on weekends within its Premises when Tenant is not operating therein.

61. (a) So long as Tenant is not in default of any obligations under this Lease beyond any applicable notice and cure period, either at the time of exercise of this option or at the time the extended term commences, Tenant will have the option to extend the term of this Lease for an additional five (5) years (the "Renewal Period") on the same terms, covenants and conditions of this Lease, except that the annual rent during the Option Period will be set forth in paragraph (b) below and that Tenant shall not have any further option to extend the term of this Lease. Tenant will exercise its option by giving Landlord written notice (the "Option Notice") at least six (6) months prior to the expiration of the initial term.

(b) The annual Base Rent (in addition to Additional Rent for utilities, insurance and common area maintenance) for the Option Period will be the then-fair rental value of the Premises. Landlord and Tenant will have twenty (20) days after Landlord's receipt of the Option Notice within which to agree on the then-fair rental value of the Premises. If they agree on the then fair-rental value within such twenty (20) days, then the amount so agreed to shall be the annual Base Rent for the Premises for the first year of the Renewal Term. If they are unable to agree on the then-fair rental value of the Premises within such twenty (20) days, then, within ten (10) days after the expiration of the twenty (20) day period, Landlord and Tenant will each appoint a real estate appraiser with at least ten (10) years' full-time commercial appraisal experience in the area in

which the Premises are located to appraise the then-fair rental value of the Premises. Landlord and Tenant shall bear the cost of paying the appraiser selected by them. If either Landlord or Tenant does not appoint an appraiser within such ten (10) days, then single appraiser appointed will be the sole appraiser and will set the then-fair rental value of the Premises. If two (2) appraisers are appointed pursuant to this paragraph, they will meet promptly and attempt to set the then-fair rental value of the Premises. If they are unable to agree within twenty (20) days after the second appraiser has been appointed, then they will elect a third appraiser meeting the qualifications stated in this paragraph within fifteen (15) days after the last day the two (2) appraisers are given to set the then-fair rental value of the Premises. Landlord and Tenant will bear one-half (½) of the cost of paying the third appraiser's fee. Within twenty (20) days after the selection of the third appraiser, a majority of the appraisers will set the then-fair rental value of the Premises. If a majority of the appraisers are unable to set the then-fair rental value of the Premises within twenty (20) days after selection of the third appraiser, then the three (3) appraisals will be averaged and the average will be the then-fair rental value of the Premises. Notwithstanding the foregoing, the annual Base Rent in the first year of the Renewal Term shall be the lesser of the then-fair rental value of the Premises or \$86,962.60. Annual Base Rent in the subsequent years of the Renewal Term shall escalate at the rate of two (2%) percent per year.

62. (a) So long as Tenant is not in default of any obligations under this Lease beyond any applicable notice and cure period, either at the time of exercise of this option or at the time of closing, Tenant will have the option to purchase the Premises (the "Option") for the purchase price as determined in (b) below. Tenant will exercise the Option by giving Landlord written notice (the "Option Notice") no earlier than three (3) months prior to, and no later than, the expiration of the initial term of this Lease (the "Option Period").

(b) The purchase price for the Premises will be the then fair market value of the Premises which shall be determined hereunder the assumption that the Premises are fully leased and occupied. Landlord and Tenant will have twenty (20) days after Landlord's receipt of the Option Notice within which to agree on the then-fair market value of the Premises. If they agree on the then fair market value within such twenty (20) days, then the amount so agreed to shall be the purchase price for the Premises. If they are unable to agree on the then fair market value of the Premises within such twenty (20) days, then, within ten (10) days after the expiration of the twenty (20) day period, Landlord and Tenant will each appoint a real estate appraiser with at least ten (10) years' full-time commercial appraisal experience in the area in which the Premises are located to appraise the then-fair market value of the Premises. Landlord and Tenant shall bear the cost of paying the appraiser selected by them. If either Landlord or Tenant does not appoint an appraiser within such ten (10) days, then single appraiser appointed will be the sole appraiser and will set the then-fair market value of the Premises. If two (2) appraisers are appointed pursuant to this paragraph, they will meet promptly and attempt to set the then-fair market value of the Premises. If they are unable to agree within twenty (20) days after the second appraiser has been appointed, then they will elect a third appraiser meeting the qualifications stated in this paragraph within fifteen (15) days after the last day the two (2) appraisers are given to set the then-fair market value of the Premises. Landlord and Tenant will bear one-half (½) of the cost of paying the third appraiser's fee. Within twenty (20) days after the selection of the third appraiser, a majority of the appraisers will set the then-fair market value of the Premises. If a majority of the appraisers are unable to set the then-fair market value of the Premises within twenty (20) days after selection of the third appraiser, then the three (3) appraisals will be averaged and the average will be the then-fair market value of the Premises.

(c) Within ten (10) days after the determination of the purchase price, Landlord's counsel shall prepare and deliver to Tenant or Tenant's counsel a contract of sale (the "Contract") for the Premises at the purchase price so determined containing the usual and customary terms and conditions for the sale of commercial real estate. Within five (5) days after Tenant's or Tenant's counsel's receipt of the Contract, Tenant shall execute and deliver to Landlord's counsel the Contract together with Tenant's check payable to Landlord's counsel, as escrowee, in the amount equal to ten (10%) percent of the purchase price in payment of the downpayment under the Contract. Within five (5) days after Landlord's counsel's receipt of the Contract executed by Tenant and the downpayment, Landlord shall execute the Contract and deliver a fully-executed copy of the Contract to Tenant or Tenant's counsel. The parties shall close title pursuant to the Contract within thirty (30) days of Tenant's receipt of a fully-executed Contract.

63. At such time or times during the term of this Lease and any renewal thereof that Landlord may decide to Lease additional space in the Premises (the "Additional Space"), Landlord will notify Tenant in writing of its intent to lease the Additional Space. Tenant will have the first right to negotiate for the lease of the Additional Space, at a price to be determined by Landlord, for a period of fourteen (14) days after receipt of Landlord's notice. If Landlord and Tenant do not agree on the terms and conditions for the lease of the Additional Space within such fourteen (14) day period, then Tenant's first right to negotiate with respect to the lease of the Additional Space will end and Landlord will have the right to lease the Additional Space to any other person or entity.

64. Waiver of Trial by Jury. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

65. Destruction, Fire and Casualty. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner, and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by, and at the expense of, Owner, and the rent and all items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty, according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and all items of additional rent, as hereinafter expressly provided, shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the demised premises shall have been repaired and restored by Owner (or if sooner reoccupied in part by the Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any such events, Owner may elect to terminate this lease by written notice to Tenant, given within ninety (90) days after such fire or casualty, or thirty (30) days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease, and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date, and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding anything contained to the contrary in subdivisions (a) through (e) hereof, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include

any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten (10) days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof. If, during the term of this Lease, the Demised Premises or the Building is totally or partially destroyed from any cause, rendering the Demised Premises totally or partially unusable, and Owner shall not exercise its right to terminate this Lease, Owner shall restore the Demised Premises, or the Building, to substantially the same condition as immediately before destruction. In the event of restoration, provided that Tenant was not the cause of such fire or other casualty, then Tenant shall be entitled to a proportionate reduction of Base Rent and Additional Rent while such repairs are being made, according to the part of the Demised Premises which is physically unusable, apportioned from the day following the casualty until three (3) days after the date on which the Demised Premises are restored to substantially the condition it was in immediately preceding the casualty. In the event of fire or casualty, Owner shall reasonably promptly after notice of a fire or other casualty prepare and deliver to Tenant an estimate as to the time needed for restoration, and if such estimate indicates that the Demised Premises cannot be reasonably expected to be rendered tenantable within a period of twelve (12) months from the date of such fire or other casualty, then Owner shall promptly notify Tenant of such determination, and within thirty (30) days thereafter either Owner or Tenant may terminate this Lease by giving written notice to the other party. Such written notice shall state the date of termination, which date shall be not more than thirty (30) days after the date on which such notice of termination shall have been given, and on the date specified in such notice this Lease shall terminate without liability of either party to the other, but any Base Rent and/or Additional Rent shall be paid by Tenant to Owner up to and including the date of termination. Any Base Rent or Additional Rent paid for a period after such date of termination shall be refunded to Tenant.

66. Security. Tenant has deposited with Owner the sum of \$13,000.00 (two (2) months' rent) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any terms, provisions and conditions of this lease, beyond the expiration of all applicable notice to cure periods including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including, but not limited to, any damages or deficiency in the re-letting of the Demised Premises, whether such damage or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the case of every such use, application or retention, Tenant shall, within thirty (30) days after demand, pay to Owner the sum so used, applied or retained which shall be added to the security deposit so that the same shall be replenished to its former amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the Demised Premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the Demised Premises form a part, Owner shall have the right to transfer the security to the vendee or lessee, and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber, or attempt to assign or encumber, the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrances. If Tenant defaults under the Lease beyond the expiration of all applicable notice and cure periods, Owner may, but shall not be obligated to, use, apply, retain all or part of the security, and the interest accrued thereon, if any, for (i) the payment of Base Rent or Additional Rent which Tenant was obligated

to pay but did not pay, (ii) any sum expended by Owner on Tenant's behalf in accordance with the provisions of this Lease, or (iii) any other sum which Owner may expend or be required to expend as a result of Tenant's default. The use, application or retention of any portion of the security by Owner shall not prevent Owner from exercising any other right or remedy provided for under this Lease or at law and shall not limit any recovery to which Owner may be entitled to otherwise. In the event Owner uses any portion of the security as provided herein, then Tenant shall be obligated, within thirty (30) days of demand therefore, to replenish the security so used. Within thirty (30) days of the end of each Lease year hereunder, Tenant shall deposit with Landlord additional security in such amount so that Landlord shall be holding at all time an amount of Security which is equal to two (2) month's rent.

67. No payment by Tenant or receipt or acceptance by Owner of a lesser amount than the correct Base Rent or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance or pursue any other remedy in this Lease or at law.

68. If any provision of this Lease or its application to any specific situation throughout the Term of this Lease shall be invalid or unenforceable to any extent, the remainder of this Lease or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected thereby and every provision of this Lease shall be deemed valid and enforceable to the fullest extent permitted by law.

69. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement. Signatures sent via facsimile, electronic mail or by other form of electronic means shall be deemed originals for all purposes.

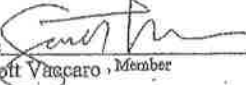
Owner:

Mt. Kisco Supply Company, Inc.

By: 
Robert Pasquale, President

Tenant:

Captain Lawrence Brewing, LLC

By:  1/16/2020
Scott Vaccaro, Member

LEXINGTON HOTEL

17th STREET

LEXINGTON AVENUE

18th STREET

19th STREET

20th STREET

21st STREET

22nd STREET

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SCHEDULE B
CURRENT CAM ITEMS

Annual Amount Based on 2018/19

Lawn Care (\$400.00 per month April – October)	\$3,200.00 + increments (approximate)
Snow Plow, Sand and Salt Driveways, Parking Lot, Sidewalks	\$9,000.00+ (approximate)
Water/Sewer	\$2,500.00 (approximate)*

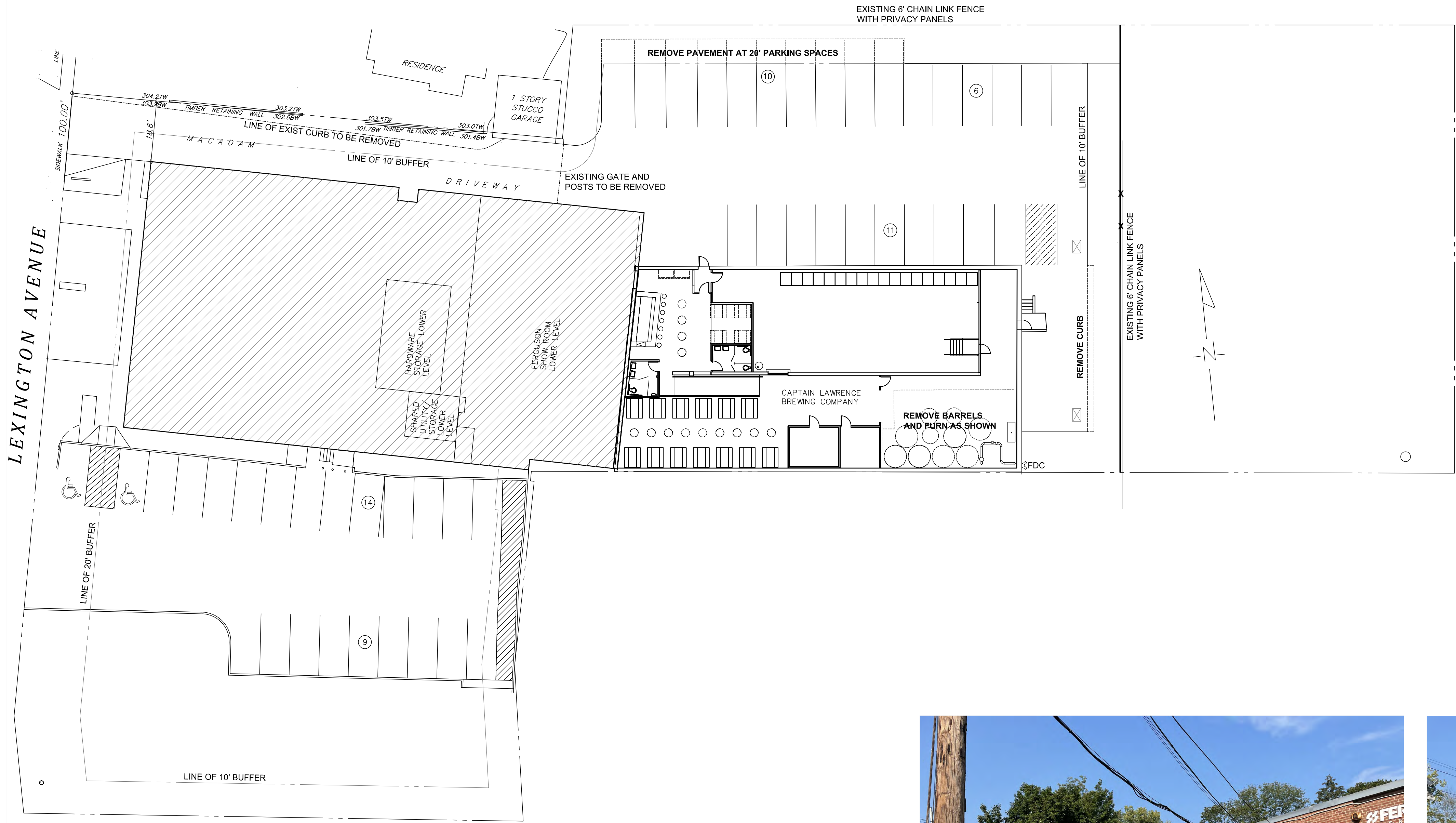
*If Tenant uses excess amounts of water in their use, a separate meter or percentage increase will have to be calculated

SCHEDULE C
TENANT'S WORK

369 Lexington Ave
Mt Kisco NY

The following renovations will need to be undertaken to prepare the space for use by Captain Lawrence Brewing LLC and Clearbrook Distilling LLC

- Bathroom update and expansion
 - Additional receptacles
 - Additional stalls
 - Additional room – Ladies & Mens
 - All required plumbing
- Office Renovations – transforming the office space into a tasting room and bar area
 - Removal of walls into the warehouse space as needed to expand the retail space
 - Painting
 - New floors – as needed
 - New walls – as needed to layout the space for business
 - New HVAC – as needed to comply with code
- Additional windows
 - Opening of external walls to allow for natural light to enter the space
- Additional doors
 - If needed to access to the warehouse space properly
- Electrical service expansion
 - Additional receptacles and outlets
 - Additional lights and fixtures
- Security Cameras
 - Wiring and mounting of cameras in the interior and exterior of the space
- Any other work that may be required to comply with the local municipality, the State of New York, Westchester County, the Federal TTB and NYSLA to comply with and receive the necessary permits to conduct business under our Microbrewers, Farm Brewery, Distillery and Farm Distillery licenses.



DRAWING TABLE	
DRAWING NUMBER	TITLE
A-001	SITE AND DEMO PLAN AND EXISTING CONDITIONS
A-100	SITE PLANS, ZONING AND BUILDING CODE CALCULATIONS
A-200	LIGHTING AND DETAILS

1 DEMO PLAN
A-001
SCALE: 1/20
BASED ON SURVEY PREPARED BY ROBERT S JOHNSON DATED JUNE 24, 2015, SITE PLAN
PREPARED BY CATIZONE ENGINEERING, PC DATED OCTOBER 20, 2015, AND BREWERY
PERMIT RECEIVED 2020.



VIEW NORTH AT ENTRANCE



VIEW NORTH EAST AT DRIVE



VIEW EAST NORTH PARKING LOT



VIEW WEST NORTH PARKING LOT



VIEW SOUTH OUTDOOR DINING



VIEW NORTH LPG AT TANK LOCATION


REVISIONS / DATE:
ZBA Sept 23, 2021

JAMES COLEMAN ARCHITECTURE STUDIO
11 WASHINGTON AVENUE PLEASANTVILLE NEW YORK
WWW.JCOLEMANSTUDIO.COM 914 579 2015

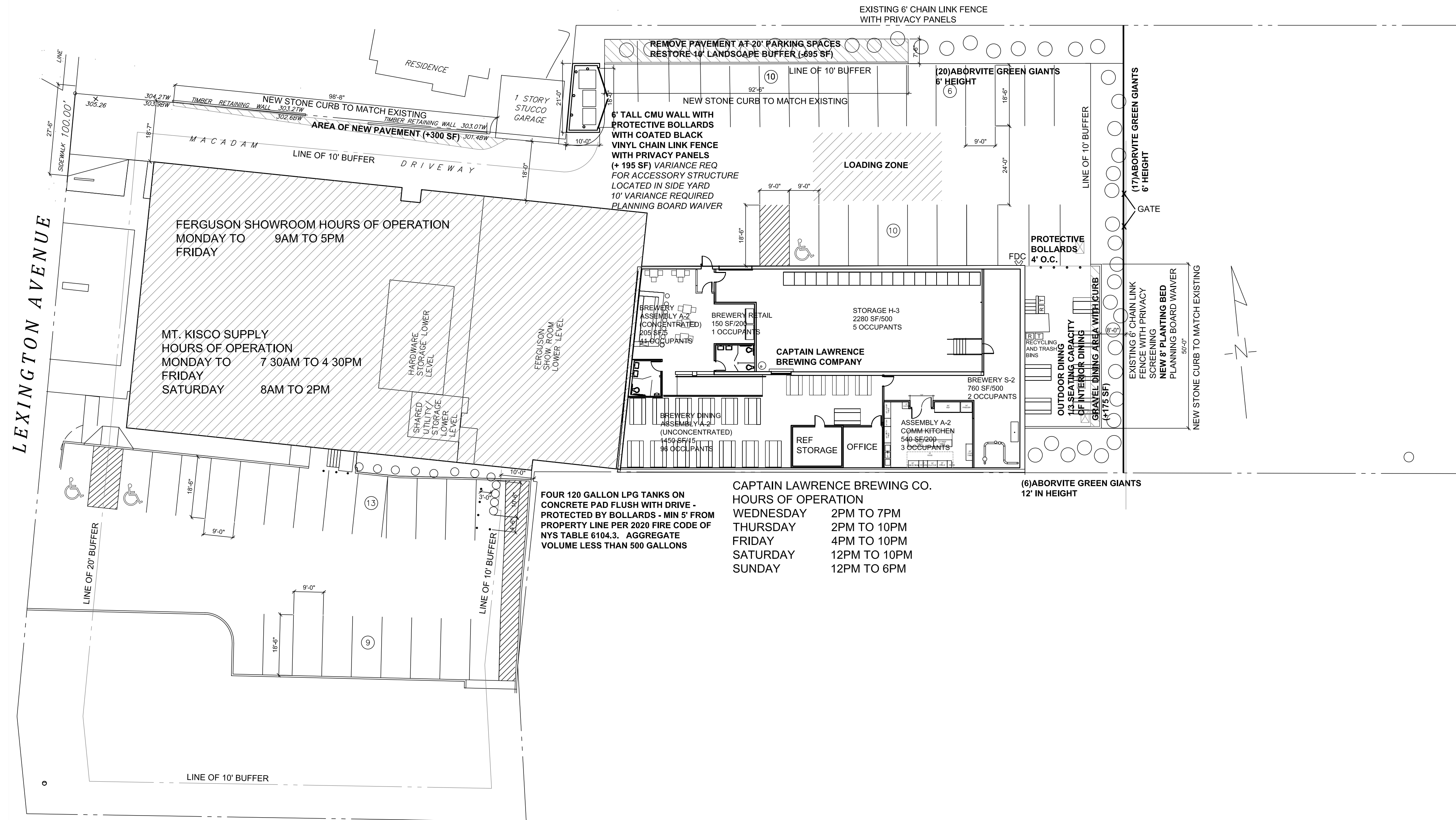
PROJECT / LOCATION:
Captain Lawrence Brewing Co.
369 Lexington Ave
Mt Kisco, New York 10549

DRAWING TITLE:

SITE AND DEMO PLAN AND EXISTING CONDITIONS

ARCHITECT SEAL & SIGNATURE:

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DATE: August 20, 2021
SCALE: AS NOTED
DRAWING NO.:
A-001



1
A-100
PROPOSED SITE PLAN AND BREWERY
SCALE: 1:20

BULK ZONING REQUIREMENTS CL-1 DISTRICT

ITEM	UNIT	REQUIRED	EXISTING	PROPOSED
LOTS		CL1 DISTRICT	16 & 17	NC
NET LOT AREA	SF	10,000	55,875.0	NC
LOT WIDTH	FT	100		NC
LOT DEPTH	FT	N/A		NC
BUILDING HEIGHT	STORIES	2.5		NC
	FT	35	16.5	NC
MAXIMUM BUILD COVERAGE	%	30	35	NC
MAXIMUM DEV COVERAGE	%	80	76.4	NC
BUILDING SETBACK	ABUTTING (NON-RESIDENTIAL/RESIDENTIAL)			
FRONT	FT	(20/20)	1.7	25.0
REAR	FT	(10/30)	7.9	30.0
SIDE	FT	(10/30)	0.8	0.8
PARKING	SPACES	85	50	48

NET LOT COVERAGE INCREASE 0

TRASH ENCLOSURE	195 SF
DINING AREA	175 SF
WIDEN DRIVEWAY	300 SF
RESTORED BUFFER/ REMOVED PAVEMENT	(695 SF)

UNSEPARATED USES

Classification	Square Feet
S-2	750
A-2 (Unconcentrated)	1,450
A-2 (Concentrated)	205
A-2 Commercial Kitchen	540
B	150

SEPARATED USES

H-3	2,280	1/500	4.6
-----	-------	-------	-----

SUBTOTALS 5,375 147.2

PARKING REQUIREMENTS CL-1 DISTRICT

LEVEL	TENANT	USE	AREA	REQUIRED PARKING PER AREA	REQUIRED PARKING	PROPOSED BREWERY SHARED PARKING*
LOWER	FERGUSON	SHOWROOM (2)	3,702	500	7.4	0.0
LOWER	FERGUSON	STORAGE	486	1,000	0.5	0.0
MAIN	FERGUSON	SHOWROOM (2)	3,550	500	7.1	0.0
UPPER	FERGUSON	SHOWROOM (2)	1,462	500	2.9	0.0
LOWER	HARDWARE FERGUSON	BOILER ROOM	204	0	0.0	0.0
LOWER	HARDWARE STORE	STORAGE	826	1,000	0.8	0.0
MAIN	HARDWARE STORE	RETAIL	1,242	150	8.3	0.0
MAIN	HARDWARE STORE	STORAGE	762	1,000	0.8	0.0
UPPER	HARDWARE STORE	OFFICE	477	350	1.4	0.0
LOWER	BREWERY	RESTAURANT	3875	75 SF OR 1/3 PERSON	51.7	47**
LOWER	BREWERY	RETAIL	150	200	.75	1
LOWER	BREWERY	STORAGE	3040	1000	3.1	0.0
TOTAL				85	48	
REQUIRED						

** LIMITING POSTED OCCUPANCY TO 141 PEOPLE REQUIRES 47 SPACES (141/3)
SHARED PARKING ANALYSIS SHOWS ALL SPACES ARE AVAILABLE FOR
BREWERY PATRONS DURING PEAK BUSINESS HOURS. OTHER TENANTS, AND
BREWERY STORAGE ARE NOT OPEN AT THOSE TIMES.

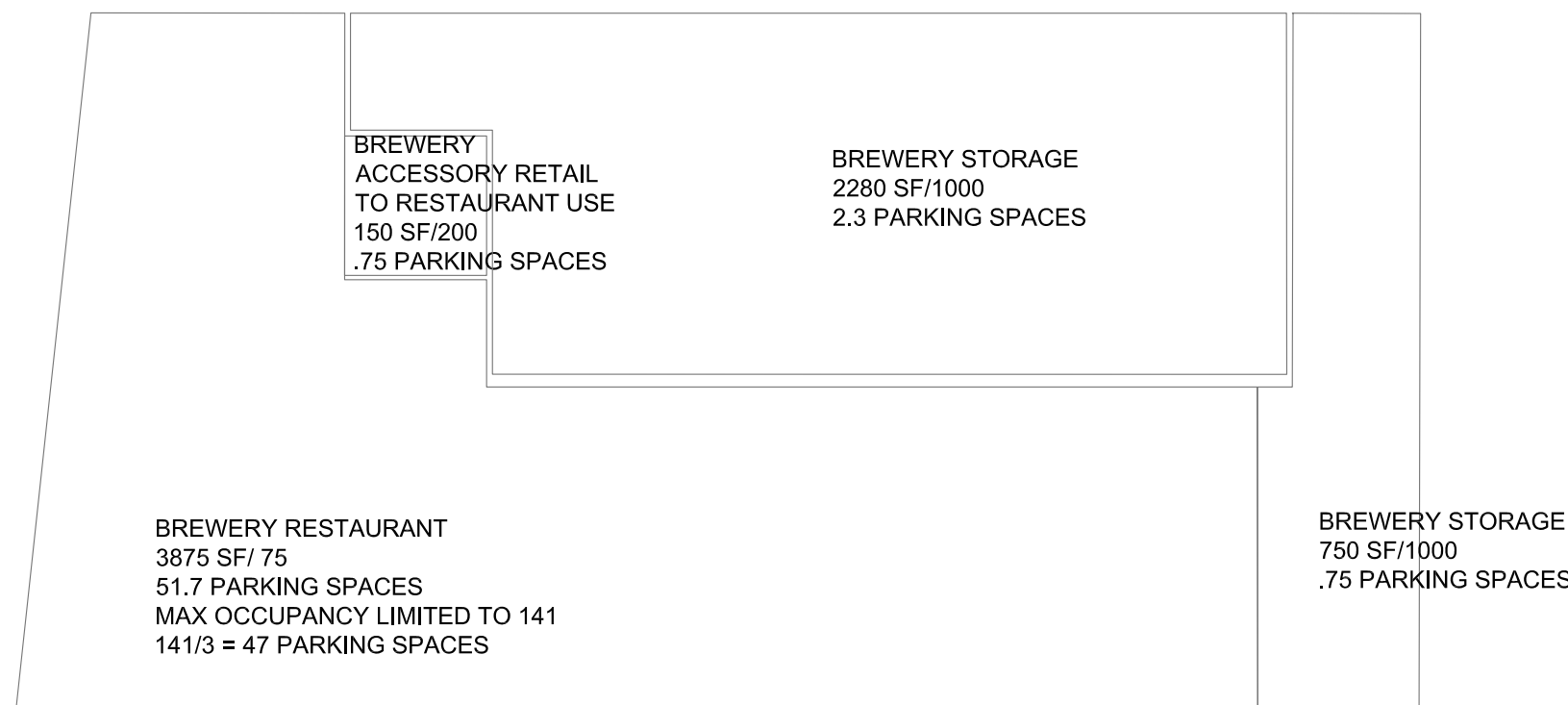
Posted Max Occupancy 141 (limited by parking)*

Plumbing Fixtures Req per Table 2902.1 (A-2)		
WC (Men)	1/40	2.0
WC (Women)	1/40	2.0
Lav (Men)	1/75	2.0
Lav (Women)	1/75	2.0

*148/2 = 74 Men and 74 Women

CODE SUMMARY - Building Code of New York State 2020		CODE REFERENCE/REMARKS
CONSTRUCTION TYPE	2B	EXISTING BUILDING
OCCUPANCY	UNSEPARATED OCCUPANCIES A-2, B, S-2 SEPARATED H-3	508.3 / SEE AREA SUMMARY
SEPARATION	NO SEPARATION REQUIRED BETWEEN UNSEPARATE OCCUPANCIES H-3 TWO HOUR SEPARATION REQUIRED	508.2.4; 508.3; TABLE 508.4
MAX TRAVEL DISTANCE	250' (A-2)	TABLE 1017.2
MAX COMMON PATH OF TRAVEL	75' (A-2)	TABLE 1006.2.1
NO OF EXITS REQ.	2	TABLE 1006.3.1
MAX OCCUPANCY FOR EGRESS	180 PER EXISTING EXIT DOOR - 720 TOTAL	1006.3.2
EXIT SEPARATION	1/3 MAX DIAGONAL	1007.1.1 EXCEPTION 2
POSTED MAX OCCUPANCY	141	LIMITED BY PARKING
FIRE ALARM	MANUAL FIRE ALARM SYSTEM REQ. (SEE FIRE SAFETY NOTES)	907.2.1

3
A-100
ZONING AREA CALCULATIONS
SCALE: 1/16" = 1'-0"



CL-1 DISTRICT

CHANGE OF USE TO INCLUDE RESATURANT
OCCUPANCY, SUBMISSION FOR SITE PLAN
APPROVAL, SPECIAL PERMIT FOR SEASONAL
OUTDOOR DINING, ACCESSORY STRUCTURE TRASH
ENCLOSURE, REVISED PARKING, AND APPROVAL
ON ENCROACHMENTS IN EXISTING BUFFER.

BREWERY POSTED MAX OCCUPANCY TO BE 141
PARKING SUMMARY:
50 SPACES EXISTING
48 SPACES PROPOSED BASED ON SHARED
PARKING ANALYSIS; BUSINESS HOURS
OVERLAP, LEAVING FULL LOT AVAILABLE FOR
BREWERY AT EVENING AND WEEK-END BREWERY
PEAK OCCUPANCY TIMES

REVISIONS / DATE:
ZBA Sept 23, 2021

JAMES COLEMAN ARCHITECTURE STUDIO

11 WASHINGTON AVENUE PLEASANTVILLE NEW YORK
WWW.JCOLEMANSTUDIO.COM 914 579 2015

PROJECT / LOCATION:

Captain Lawrence Brewing Co.
369 Lexington Ave
Mt Kisco, New York 10549

DRAWING TITLE:

SITE PLANS, ZONING AND BUILDING
CODE CALCULATIONS

ARCHITECT SEAL & SIGNATURE:



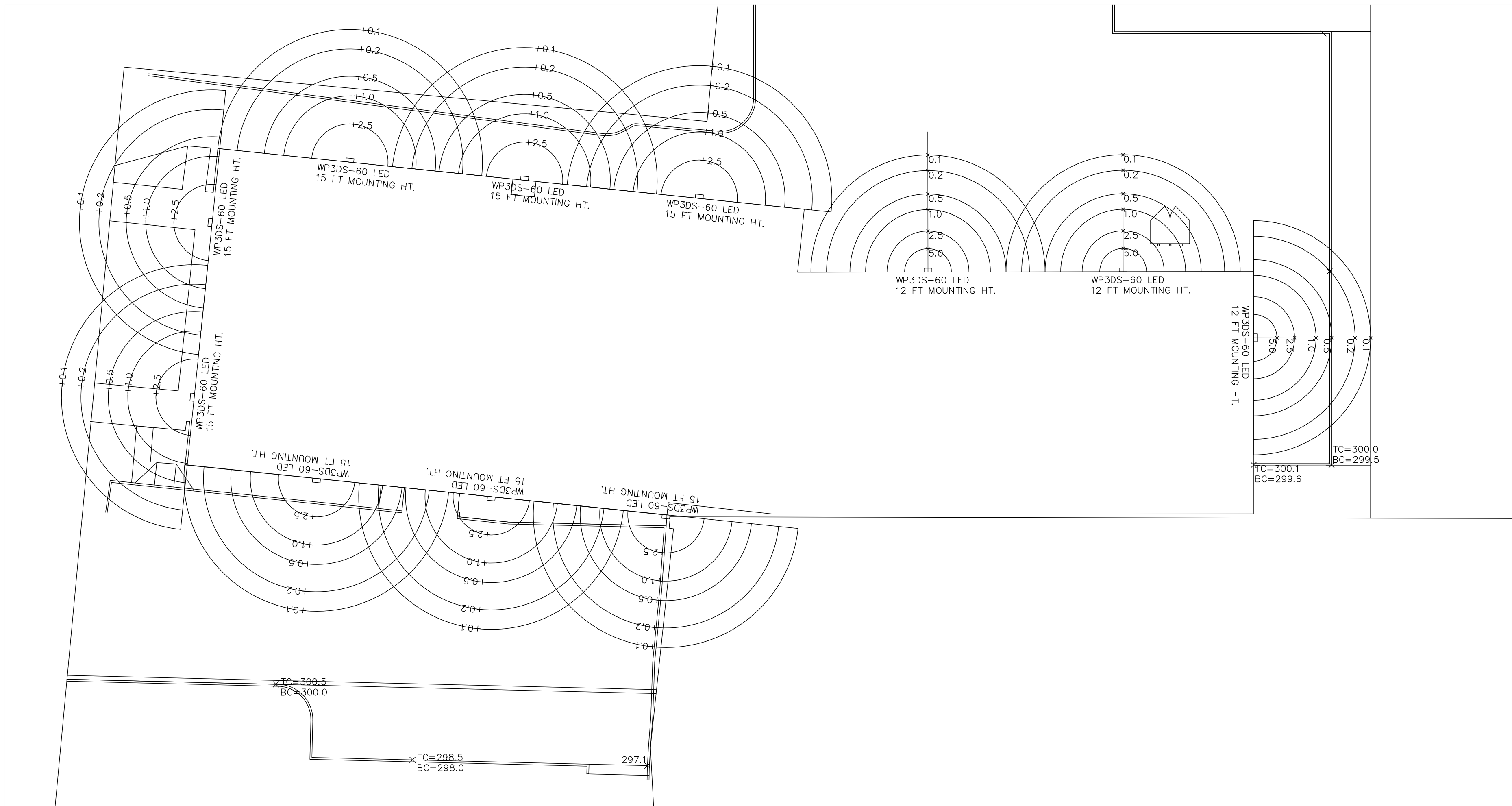
DATE: August 20, 2021

SCALE: AS NOTED

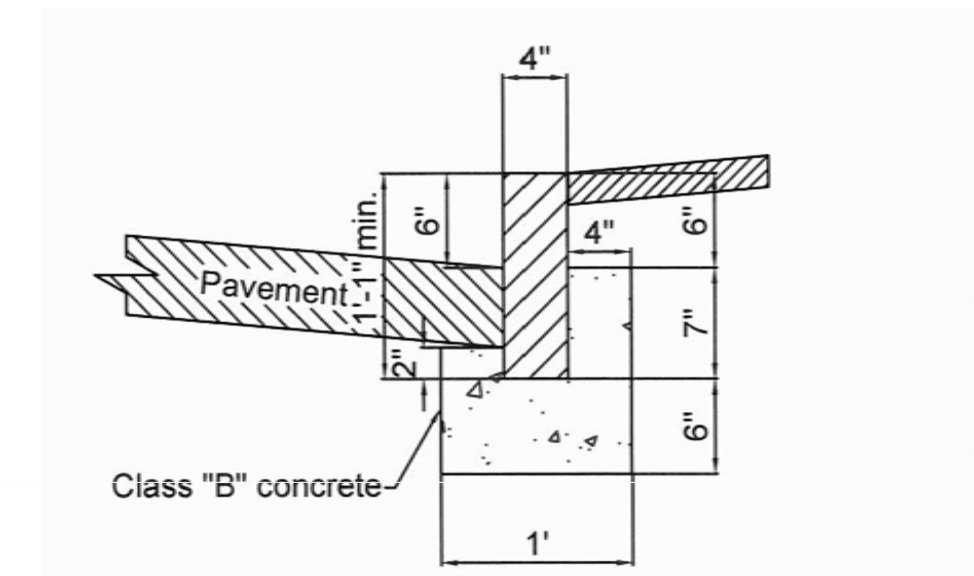
DRAWING NO.:

A-100

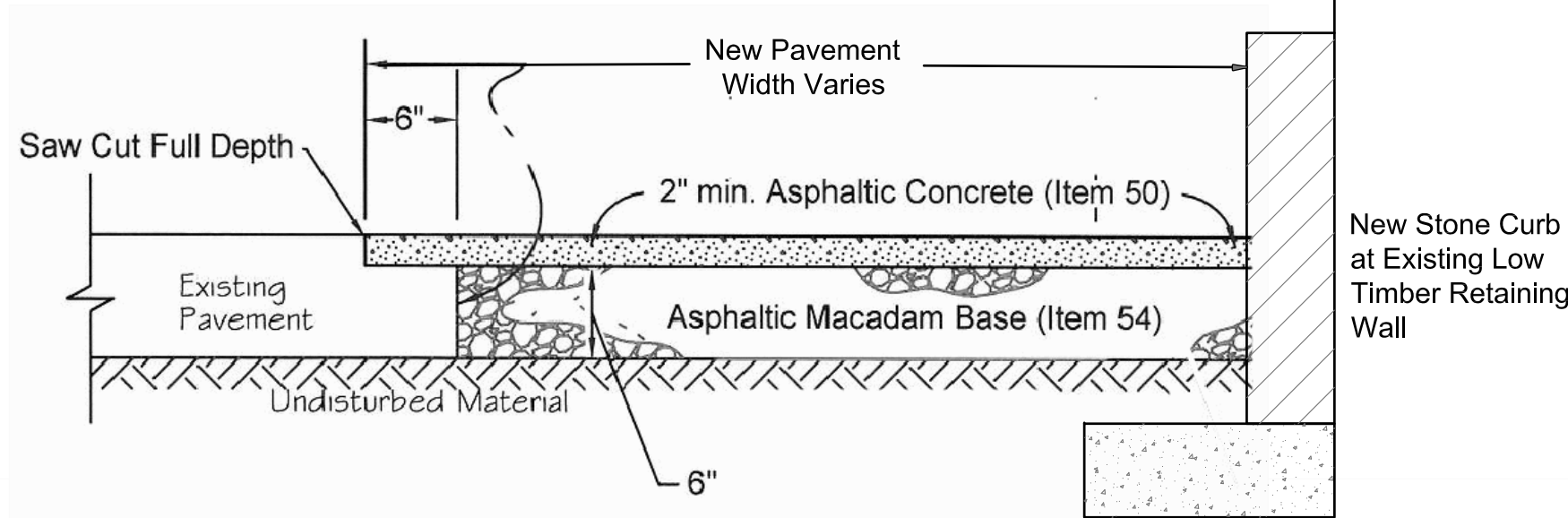
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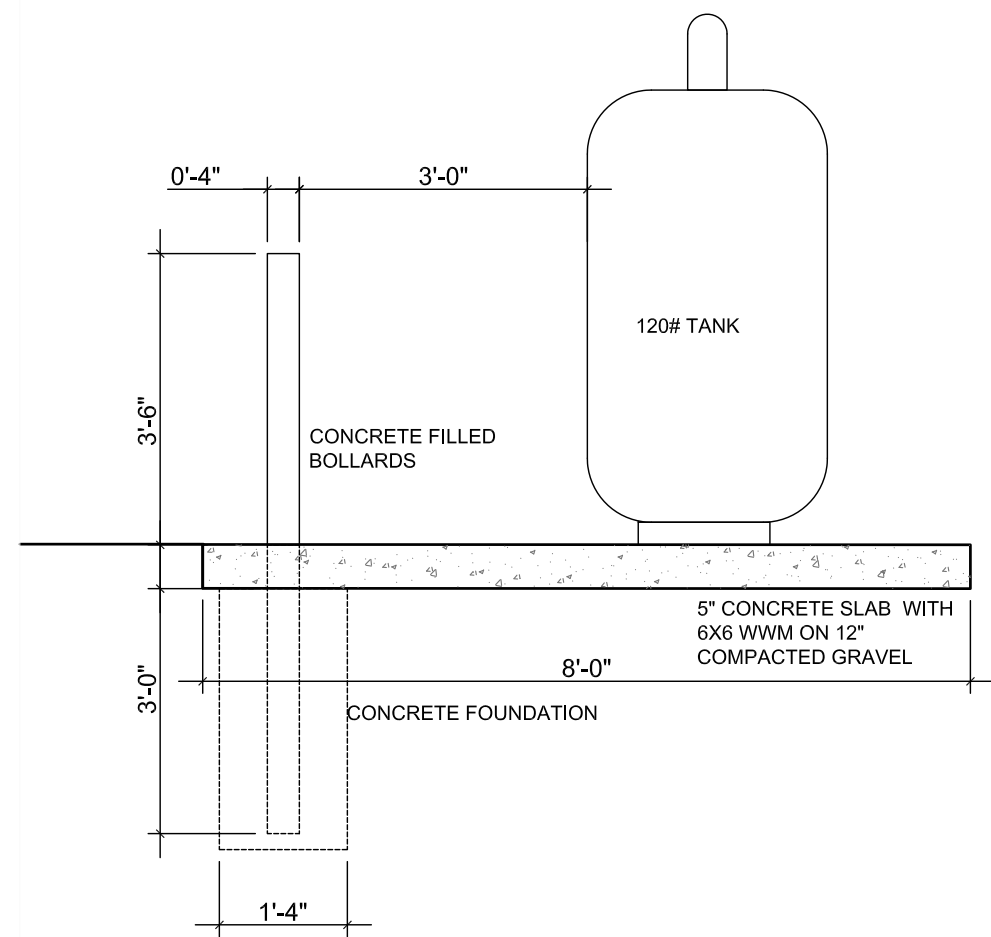
4 LIGHTING CALCULATIONS (NC)
A-002 SCALE: 1:20



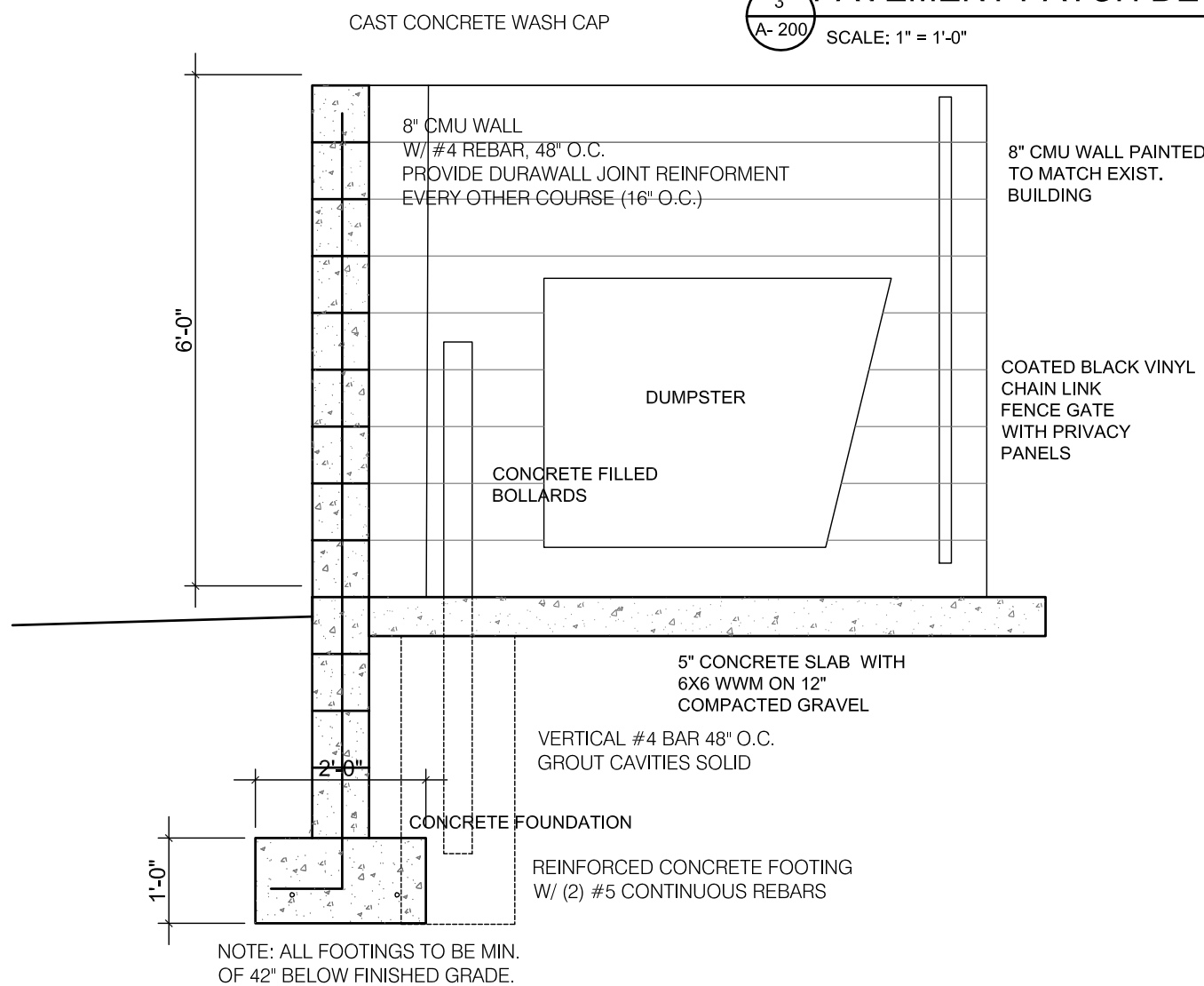
2 STONE CURB DETAIL TO MATCH EXISTING
A-200 SCALE: 1" = 1'-0"



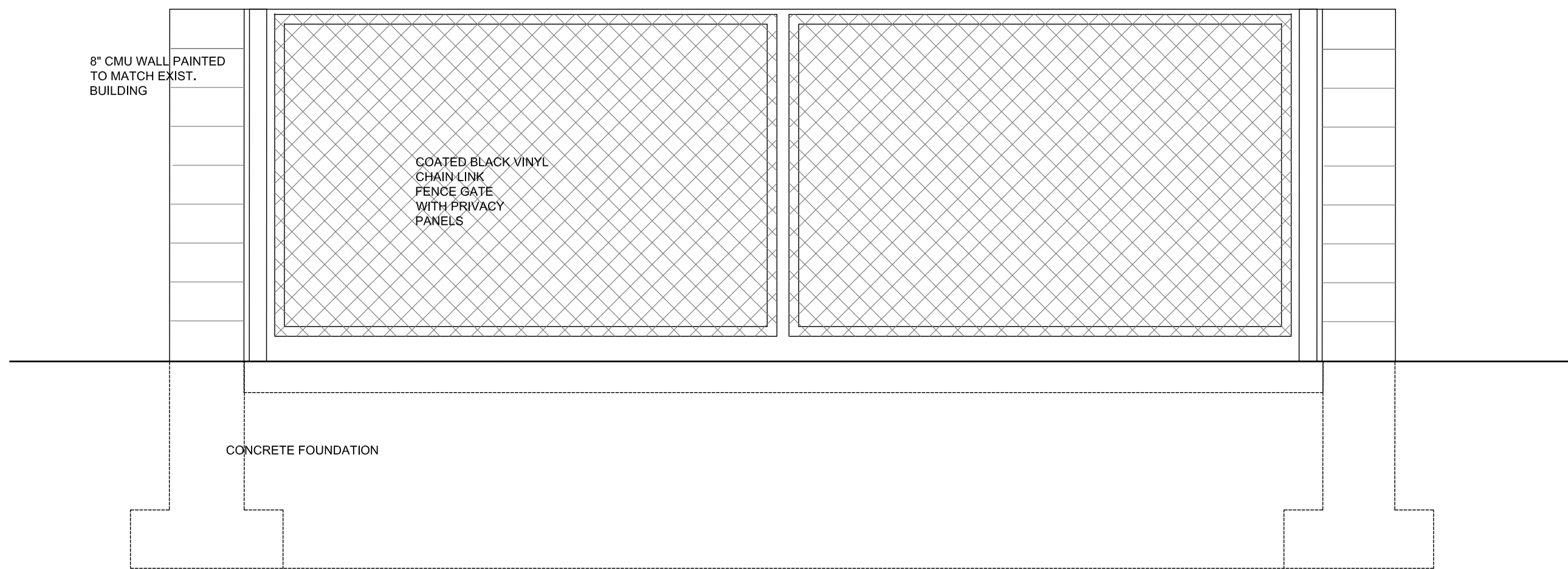
3 PAVEMENT PATCH DETAIL
A-200 SCALE: 1" = 1'-0"



1 DETAILS
A-200 SCALE: 1/2" = 1'-0"



TRASH ENCLOSURE SECTION



TRASH ENCLOSURE ELEVATION



RENDERING LOOKING WEST AT TRASH ENCLOSURE



EXISTING CONDITIONS

GENERAL STRUCTURAL NOTES

1. CONCRETE SHALL HAVE THE FOLLOWING 28 DAY COMPRESSIVE STRENGTH:
FOOTINGS AND FOUNDATION WALLS: 3000 PSI
SLABS: 3500 PSI
2. CONCRETE REINFORCING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
STEEL REINFORCING BARS: ASTM A615 GRADE 60
WELDED WIRE FABRIC: ASTM A185 FLAT SHEETS
3. PROVIDE TWO CONTINUOUS #5 BARS IN WALL FOOTINGS U.O.N.
4. PROVIDE CONSTRUCTION OR CONTROL JOINTS IN SLABS TO FORM SQUARES OF 150 SQUARE FEET OR LESS.
5. BOTTOMS OF ALL EXTERIOR FOOTINGS SHALL BE A MINIMUM OF 3'-6" BELOW FINISH GRADE.
6. FOOTINGS SHALL BE STEPPED AT A MAXIMUM SLOPE OF 2 HORIZONTAL TO 1 VERTICAL, UNLESS NOTED OTHERWISE.
7. REMOVE ALL TOPSOIL, EXISTING FILLS, ORGANIC MATERIALS, AND FROST DISTURBED SOILS PRIOR TO PLACING NEW FOOTINGS.
8. PRESUMPTIVE SOIL BEAR CAPACITY EQUALS 3000 PSF.
9. IN THE EVENT OF OVER EXCAVATION, FILL WITH LEAN CONCRETE OR 1/4" CRUSHED STONE PRIOR TO FORMING AND PLACING FOOTINGS.

REVISIONS / DATE:

ZBA Sept 23, 2021

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PROJECT / LOCATION:

Captain Lawrence Brewing Co.
369 Lexington Ave
Mt Kisco, New York 10549

DRAWING TITLE:

LIGHTING AND DETAILS

ARCHITECT SEAL & SIGNATURE:



DATE: August 20, 2021

SCALE: AS NOTED

DRAWING NO.:

A-200