

MK SAFETY / SECURITY / MAINTENANCE / FOREST RANGER (SPR) PROPOSAL

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INTRODUCTION

The following recommendations to the village are the result of 50 years of experience living in Mount Kisco as a volunteer, Little League coach, president of the Little League, basketball coach, MK trail team lead, historian, and overall observations of Mount Kisco dynamics over those 50 years. We also consulted with Eddie Ramirez, our Community Resource Officer in formulating these recommendations based on his wide breadth of experience related to safety, security and community outreach. Ralph Vigliotti, based on his experience over many years as a village trustee, Planning Board member, and more recently, President of the MK Historical Society, also provided his insights and knowledge in formulating these recommendations. Implementing these comprehensive recommendations will put Mount Kisco in a unique and proactive position on a number of current and future threats to the safety and security of the Mount Kisco community. The minimal amount of resources to implement these recommendations will far outweigh the costs to the village if they are not implemented.

IMPORTANT ISSUES THAT NEED THAT TO BE ADDRESSED BY THE VILLAGE

SECURITY

Currently, along the trail system in Mount Kisco and other greenspace areas across the village, there continue to be encampments, drinking, littering despite years of the trail team checking out the trails and maintaining them. The village, across other greenspace areas in the village, continually breaks down encampments while also picking up garbage from drinking and loitering. The threat to the community's well-being here is twofold. The community will not use the trails if they feel they are unsafe and the mental and health empirical benefits from walking, hiking, strolling, birding or just meandering on the trails will be denied the community. Empirical

evidence has shown us that if you do not proactively deal with a bad situation, it can only get

worse as shown by the loss of life that took place in the Peninsula Wetlands area several years ago. The Peninsula wetlands area at the time was an environmental / human disaster.

SAFETY

A key safety issue is the increasing threat of severe weather events. Hurricanes/tropical storms in the past have flooded downtown Mount Kisco and Leonard Park causing extensive flood and wind damage from hurricane Floyd in 1999 to hurricanes Sandy and Ida more recently. A good deal of Mount Kisco both residential and commercial are in a flood zone. My own apartment complex (adjacent to the Branch Brook had thirty cars destroyed by flooding during hurricane Floyd and more recently Ida flooded the parking lot again and took a number of cars. Mount Kisco is in a high-risk situation as it relates to flooding and severe winds. The drainage/improvement work that has been done across the town has reduced the risks of flooding. Our recommendations amplify and reduce the threat of flooding even further since the problems we are addressing are not solved by the work the village has done on drainage. We've also had fire pits and drinking on Kisco Mountain a number of times. With the current fire warning in our area these types of activities if not identified and resolved quickly put our community in danger.

HISTORICAL ARTIFACT PROTECTION

In addition, to protect historical artifacts and unique environmental items (i.e Welkin Hall) stone water well historical artifact and 90' white pine trees) located along or in the vicinity of our MK historic/nature trails or other areas of the village we have some additional recommendations / protocols that we feel need to be implemented in the village when there is planned construction activity near these historical and environmentally unique areas. Also, to ensure these historical artifacts and environmental items across the village are protected, operational procedures must be implemented by the village that includes an assessment of whether there are historical/environmental items located in the planned construction / maintenance area BEFORE construction or maintenance starts.

By allocating the resources to support the hiring of a Safety, Security, Historic, Trail Ranger (SPR), the village will be in a more proactive position to deal with extreme weather events, preserve village historical artifacts/environmental items, and also provide a cleaner and safer/secure trail system for the community. Our desired outcome is that village residents use and enjoy the trails more often with the confidence that the trails are safe, clean, and well maintained.

RECOMMENDATIONS

Hire a seasonal MK Trail Safety, Security, Maintenance Trail Ranger (SPR) through the Westchester County Department of Public Safety from April through September.

SPR TRAINING

Seasonal Park Rangers, or SPRs, must successfully complete a 162 hour training program, which is held at the Westchester County Police Academy. This program instructs on topics such as defensive tactics, report writing skills, Penal Laws, crowd control, first aid, pepper spray, Tasers, and more. Once they are working in the village, they would be provided with Village Local Code education as well. Conversely, they do not patrol the roadways, carry a gun, or issue citations.

Additionally, you may also want to train the SPR in the use of an ATV, which the village may have to purchase, in order to navigate the trails and help to remove garbage bags, clear the paths of tree limbs, etc., when needed.

SPRs THROUGHOUT WESTCHESTER COUNTY

Patrol parks and reservations to protect the County and the general public from vandalism, disorderly conduct, and violations of the law, to help provide a safe recreational environment at County facilities;

Directs and gives information to the public concerning facilities and participates in crowd control; Prepares and submits incident reports as required;

Assists in administration of first aid;

Directs traffic;

May assist with orientation and on-boarding for new Park Rangers (Public Safety Services); May perform other incidental tasks, as needed;

May use computer applications or other automated systems such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments.

If we need to get more information about the County Police Park Rangers we can contact Laura Hurley: 914-864-7703. She can give us more information about the program.

SPR IN A MOUNT KISCO TRAIL RANGER ROLE

The Historical Trail Team would be responsible for supervising and providing instruction to the Trail Ranger (SPR). SPR will be responsible for the following:

- Inspection of all Mount Kisco Trails
- Inspection of remote green space areas across the village
- Inspection of Byram Lake Reservoir area
- Inspection of Construction / Maintenance areas

SCOPE OF RESPONSIBILITIES FOR TRAIL RANGER (SPR)

Three times a week walk and observe/report on the conditions of all of the trails, remote green space areas and Byram Lake Reservoir area focusing on the following items:

Tree/limb/garbage blockages of either the Branch Brook, Kisco, Byram Lake stream (Leonard

Park), Byram Lake dam/sluiice
 Beaver dam building activity

Pick up garbage along the trails.

Notify/Report to police any violations of village codes as it applies to the public usage of these trails/areas.

Report on any construction that could jeopardize historical artifacts.

Provide a monthly update to the village on trail, river, reservoir observations.

The MK trail team will provide initial and on-going orientation and education, partnership and support for the Trail Ranger (SPR)

PO Eddie Ramirez will also provide additional guidance, training, and support needed.

The DPW will support the trail ranger with any activities that are required to correct safety, security, and maintenance issues that are reported by the trail ranger.

MK 2017 NRI RECOMMENDATIONS THAT SUPPORT HIRING A TRAIL RANGER

Figure 3-10 Municipal Impervious Surfaces

Percent Impervious			
Municipality	Transportation	Structures	Total
Mount Kisco	16%	8%	24%
New Castle	5%	2%	8%
Yorktown	5%	2%	7%
Somers	4%	2%	6%
Bedford	5%	1%	7%
Lewisboro	4%	1%	5%
Cortlandt	4%	1%	5%
North Salem	3%	1%	4%
Pound Ridge	2%	1%	3%

Climate Change

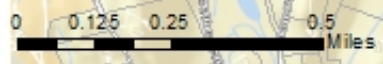
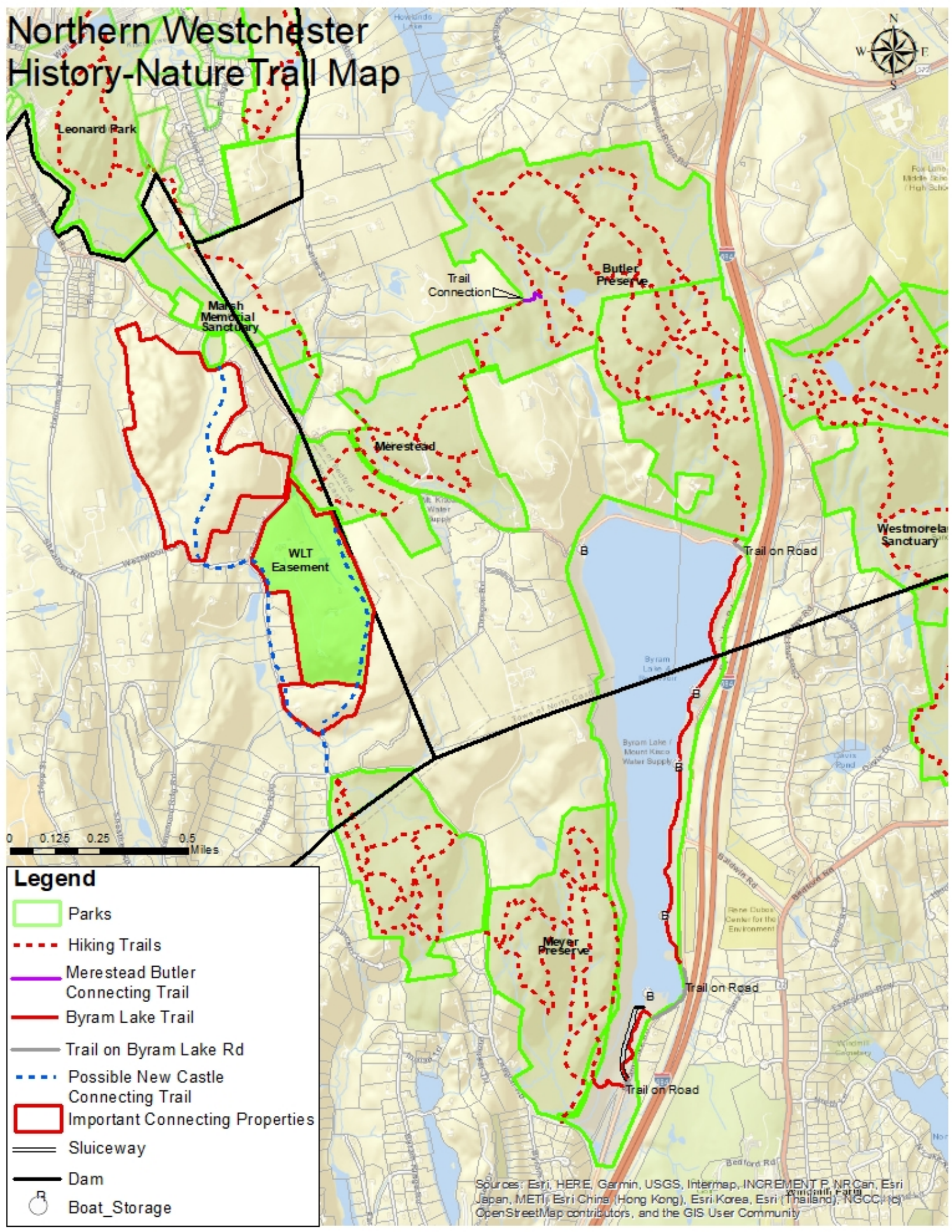
Climate change is a threat to Mount Kisco, particularly higher levels of rainfall and more extreme rain events both contributing to increased pollution from stormwater runoff and greater street flooding. Additionally, higher temperatures will stress trees-already under stress according to the DEC Forester's report (see Appendix 4, pages 151-152)-and other vegetation that are critical in absorbing storm water, storing water and preventing flooding. The New York State Energy Research and Development Authority (NYSERDA)'s "Responding to Climate Change in New York State-2014", notes that heavy rainfall events (over 1-2" of rain in a day), have already increased by 74%, which has led to more flooding in Mount Kisco. NYSERDA estimates that precipitation will be +10% greater by 2050 (average of estimates). 20 The probability of 100- year floods is projected to increase by 70% to 190% in New York State by 2050. The NYSERDA report notes that temperatures in New York State have increased, on average, by 2 degrees Fahrenheit since 1970 and that temperatures in the Hudson Valley region will rise an additional 5 degrees

Increased precipitation will require that the Town continue and perhaps increase its efforts to inspect, maintain, clean-out and retrofit stormwater catch basins and undertake new low-impact development projects to contain, filter and slowly release stormwater. The Town is currently undertaking several stormwater improvement projects, some using East-of-Hudson funding from New York City DEP including the creation of a wetland basin to filter parking lot run-off from buildings on route 172 before it enters the Leonard Park stream and playing fields, stormwater improvements at the parking lot at Mount Kisco Medical Group to filter stormwater before it enters Leonard Park and the Kisco River and clearing vegetation that may cause flooding on both sides of the Branch Brook as it flows through Shoppers' Park and as it continues south of Lexington Avenue. 25 storm water outlets flow into the Branch Brook between Preston Way and Leito Drive, all contributing pollution to the Branch Brook and Kisco River (see Storm Water Outfalls Maps pages 46-47). DEVELOPMENT: Although Mount Kisco appears to be nearly completely built-out and developed, there are still areas that can be developed, resulting in additional impervious surfaces which contribute to increased pollution from stormwater

Litter - Blockages Stormwater, Streams, Rivers

LITTER: A final threat to natural resources in Mount Kisco is litter. Litter is a common complaint among citizens at NRI events. Large concentrations of litter were found along the Branch Brook between Preston Way and East Main Street and below Leito Drive. In addition to being unsightly, litter can pollute water, clog storm water basins and watercourses and endanger wildlife that consumes plastics or becomes entangled in litter that is not biodegradable. The Town's maintenance workers regularly collect litter and a number of litter clean-up events take place in Mount Kisco and at Byram Lake.

Northern Westchester History-Nature Trail Map



Legend

- Parks
- Hiking Trails
- Merestead Butler Connecting Trail
- Byram Lake Trail
- Trail on Byram Lake Rd
- Possible New Castle Connecting Trail
- Important Connecting Properties
- Sluiceway
- Dam
- Boat Storage

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, OpenStreetMap contributors, and the GIS User Community

VILLAGE/TOWN OF MOUNT KISCO
PROPOSED LOCAL LAW #1 OF 2023

A LOCAL LAW TO AMEND CHAPTER 110 -- ZONING -- TO INTRODUCE AND
REGULATE ACCESSORY DWELLING UNITS

Be it enacted by the Village/Town of Mount Kisco of the County of Westchester as follows:

Section 1. The Code of the Village/Town of Mount Kisco Chapter 110 Zoning, is hereby amended to add a new Section 110-33.3 to Article V entitled Accessory Dwelling Unit Law which is as follows:

Additions are reflected with Underlining.
Deletions are reflected within ~~Strikethrough~~

Accessory Dwelling Unit Law

§ 110-33.3: Accessory Dwelling Unit Law.

- A. Authority. This Accessory Dwelling Unit Local Law is adopted pursuant to sections 7-700 through 7-704 of the Village Law, and section 20 of the Municipal Home Rule Law of the State of New York, which authorize the Village/Town of Mount Kisco to adopt zoning provisions that advance and protect the health, safety and welfare of the community.
- B. Statement of Purpose. It is the specific purpose and intent of this provision to allow accessory dwelling units in the principal dwelling unit in one-family residential districts to provide for and encourage the more efficient use of the existing stock in one-family residential districts to provide economic support for resident homeowners and people with limited income and to protect and preserve property values. Furthermore, the development of small accessory dwelling units will provide additional housing opportunities for those with limited income including, but not limited to, students, the elderly, and people living with disabilities and their caretaker.
- C. Zoning Districts. Accessory Dwelling Units as defined herein shall be permitted by special permit as an principal use as accessory use to the principal dwelling, one-family unit in the RS-6, RS-9, RS-12, and CD zoning districts and prohibited in all other zoning districts. All accessory dwelling units shall comply with the zoning requirements of the district in which they are located.
- D. Owner occupancy required. An owner of the one-family lot upon which the accessory dwelling unit is located shall occupy one of the dwelling units on the premises as a principal residence. Any change in ownership or transfer in title will require a new application and inspection prior to occupancy.
- E. Contained within the principal dwelling unit. An accessory dwelling unit must be contained wholly in or attached to the principal dwelling, one-family unit. If an accessory dwelling unit is an addition

to an existing principal dwelling unit, it shall not exceed the maximum building coverage or be less than the minimum building setback established for the zoning district in which it is located. An accessory dwelling unit will not be located in an accessory structure. An accessory dwelling unit will not be located in a space originally designed to be used for the indoor storage of vehicles, unless such space is in excess of what is needed to satisfy the minimum off-street parking requirement for the existing principal use on the property or unless an alternative location for such parking satisfactory to the Planning Board is provided. Such alternative location may include but shall not be limited to newly constructed garage space or an outdoor parking area that is adequately buffered to visually screen its location from adjacent streets and residences on abutting lots.

F. Accessory dwelling unit size. The floor area for an accessory ~~apartment~~ dwelling unit shall not be less than 400 square feet, but in no case shall it exceed 30% of the existing, lawful - habitable floor ~~total~~ area of the principal dwelling unit in which it is located.

G. Accessory dwelling unit composition. Must contain ~~a kitchen a kitchen, cooking facilities, refrigeration, bedroom, a bathroom, and a sleeping~~ and living area.

H. Number of accessory dwelling units per lot. There shall be no more than one accessory ~~apartment~~ dwelling unit permitted on a one-family building lot. ~~No more than two total dwelling units (one principal, one accessory) per parcel will be permitted in RS-6, RS-9, RS-12, and CD zoning districts.~~

I. Exterior appearance. The entry of the accessory dwelling unit shall be designed to be such that the appearance of the building will remain as a one-family residence. For example, additional exterior entrance should be on the side or rear of building.

J. Off-street parking. A minimum of ~~three one additional~~ off-street parking spaces ~~are~~ required in total to accommodate both the principal dwelling unit and the accessory dwelling unit, regardless of any prior non-conforming status, and must also comply with § 110-28 of the Village Code.

K. Expanding principal dwelling unit. A principal dwelling unit may be altered, enlarged or constructed to accommodate an accessory dwelling unit, provided that such alteration, enlargement or construction conforms to all other requirements of the zoning district (RS-6, RS-9, RS-12, CD) in which the parcel exists.

~~K.L.~~ **Lot area. Parcel on which assessor unit is to be added must meet minimum lot area requirements for zone.**

~~L.M.~~ Conform to code. An accessory dwelling unit must conform to the Uniform Fire Prevention and Building Code (Uniform Code), the State Energy Conservation Code (Energy Code), and Village code.

N. Septic requirement. Westchester County Department of Health approval required when adding additional bedrooms in a structure that has a septic system.

O. **No short term rentals. Accessory dwelling units ~~can not~~ cannot be rented for less than sixty (60) days or advertised as short-term rental such as Airbnb or VRBO.**

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~~M.P.~~ **Any building code ~~violations~~violations must be cured before an application for an accessory dwelling unit will be reviewed.**

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~~N.Q.~~ Application procedure: A building permit ~~Site development plan approval~~ for an accessory dwelling unit shall be secured in accordance with requirements of the zoning district in which it is located. ~~and by special permit and must be extended or renewed every three years following an approved fire safety inspection.~~

~~O.R.~~ Certificate of Occupancy required. A Certificate of Occupancy is required for any accessory dwelling unit. An accessory dwelling unit may not be located where a current building violation exists unless the legalization or creation of the accessory dwelling unit will cure the violation.

~~S.~~ Inspections. An inspection is required by the ~~Building Inspector~~Code Enforcement Officer or their designee prior to occupancy, the issuance of a Certificate of Occupancy, ~~and upon renewal.~~

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~~P.T.~~ **Landlord Registry. Property owner must complete annual Landlord Registry filing and demonstrate through notarized affidavit that they occupy one of the dwelling units as a principal residence.**

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~~Q.U.~~ Fees. There shall be ~~a Planning Board feea~~ permit fee, an extension fee, and any other fees as determined from time to time by the Village Board of Trustees for accessory dwelling units as established and included in Chapter A112 of the Village Code, the fee schedule, established by resolution of the Board of Trustees of the Village. Such fee schedule may thereafter be amended from time to time by like resolution.

~~R.V.~~ Enforcement. Any violation of this Accessory Dwelling Unit Law shall be subject to the same enforcement requirements, including the civil and criminal penalties, provided for in the zoning or land use regulations of Village.

~~S.W.~~ Severability. The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Section 2. The Code of the Village/Town of Mount Kisco Chapter 110 Zoning, §110-59 Definitions, is hereby amended to add the following terms which shall have the meanings indicated:

ACCESSORY DWELLING UNIT -- A subordinate smaller dwelling unit having its own kitchen, bedroom, living area and bathroom facilities located within a principal dwelling unit structure in single- family zoning districts RS-6, RS-9, RS-12, and CD .

BATHROOM – A room containing a bathtub or shower, a sink and toilet.

HABITABLE SPACE - Space occupied within a dwelling unit for the purposes of living as defined by requirements of the New York State Building Code

KITCHEN – a dedicated area that includes cooking facilities, ~~and a sink,~~ and refrigeration.

PRINCIPAL RESIDENCE – A resident's true, primary, and permanent home and a legal construct used to determine where a resident votes, files lawsuits, pays taxes, claims benefits, and obliges governmental authority.

PRINCIPAL DWELLING UNIT – A building or entirely self-contained portion thereof containing complete housekeeping facilities for only one family, including any people employed on the premises, and having no enclosed space (other than vestibules, entrance or other hallways or porches) or cooking or sanitary facilities in common with any other dwelling unit.

Section 4. The Code of the Village/Town of Mount Kisco Chapter 110 Zoning, §110-7 B. (23) CD Conservation Development District, Permitted Uses, ~~Accessory Uses~~Special Permit Uses, is hereby amended as follows:

§ 110-7 CD Conservation Development District.

[Amended 6-6-1988 by L.L. No. 2-1988; 4-16-1990 by L.L. No. 4-1990; 5-24-1993 by L.L. No. 5-1993; 6-15-1998 by L.L. No. 3-1998; 4-21-2003 by L.L. No. 2-2003]

(3) Accessory uses.

- (a) Off-street parking of passenger and commercial vehicles, in the open or in private garages, in accordance with the provisions of Article IV of this chapter.
- (b) Swimming pools and tennis and deck- or paddle-tennis facilities, in accordance with the provisions for such as set forth in Article V of this chapter.
- (c) Customary home gardens.
- (d) The keeping of a reasonable number of common household pets, but excluding the commercial breeding or boarding of the same.
- (e) The keeping of horses, provided that a minimum of three acres of suitably designed land is available for each such animal, and further provided that no structure in which such animals are kept and no storage of odor-producing or dust-producing substances shall be located within 250 feet of any residential structure or lot line.
- (f) Tier 1 solar energy systems.
- (g) Other customary accessory uses, buildings or structures subject to the applicable provisions of Article V hereof, such as playhouses, greenhouses, cabanas, trash containers, outdoor air conditioners and the like, provided that said uses and buildings or structures are incidental to the principal use, and further provided that said uses shall not include any activity conducted as a business or as a separate residence.
- (h) Additional customary accessory uses incidental to residential developments, such as:
 - [1] Living facilities for the management, maintenance or security personnel of the development. These living facilities shall be included in the total dwelling unit count for the development.
 - [2] Maintenance, security or utility structures serving the specific needs of the

development.

- [3] Recreation buildings or uses serving the specific needs of the development, excluding indoor tennis buildings, air-supported structures or other such large recreation buildings.

(i) Accessory Dwelling Unit

Section 5. The Code of the Village/Town of Mount Kisco Chapter 110 Zoning, §110-8 B. ~~(23)~~ RS-12 Low-Density One-Family Residence District, Permitted uses, Accessory Uses~~Special permit uses~~, is hereby amended as follows:

(3) Accessory uses.

- (a) Off-street parking of passenger and commercial vehicles, in the open or in private garages, in accordance with the provisions of Article IV of this chapter.
- (b) Outdoor parking or storage of not more than one recreational vehicle or one boat, in accordance with the provisions for such as set forth in Article V of this chapter.
- (c) Swimming pools and tennis and deck- or paddle-tennis facilities, in accordance with the provisions for such as set forth in Article V of this chapter.
- (d) Customary home gardens.
- (e) The keeping of a reasonable number of common household pets, but excluding the commercial breeding or boarding of the same.
- (f) Tier 1 solar energy systems.
- (g) Other customary accessory uses, buildings or structures subject to the applicable provisions of Article V hereof, such as playhouses, greenhouses, cabanas, trash containers, outdoor air conditioners and the like, provided that said uses and buildings or structures are incidental to the principal use and further provided that said uses shall not include any activity conducted as a business or as a separate residence.

(i) Accessory Dwelling Unit

Section 6. The Code of the Village/Town of Mount Kisco Chapter 110 Zoning, §110-9 B. ~~(23)~~ RS-9 Moderate Density One-Family Residence District, Permitted uses, Accessory Uses~~Special permit uses~~, is hereby amended as follows:

(3) Accessory uses.

- (a) Off-street parking of passenger and commercial vehicles, in the open or in private garages, in accordance with the provisions of Article IV of this chapter.
- (b) Outdoor parking or storage of not more than one recreational vehicle or one boat, in

accordance with the provisions for such as set forth in Article V of this chapter.

- (c) Swimming pools and tennis and deck- or paddle-tennis facilities, in accordance with the provisions for such as set forth in Article V of this chapter.
- (d) Customary home gardens.
- (e) The keeping of a reasonable number of common household pets, but excluding the commercial breeding or boarding of the same.
- (f) Tier 1 solar energy systems.
- (g) Other customary accessory uses, buildings or structures subject to the applicable provisions of Article V hereof, such as playhouses, greenhouses, cabanas, trash containers, outdoor air conditioners and the like, provided that said uses and buildings or structures are incidental to the principal use and further provided that said uses shall not include any activity conducted as a business or as a separate residence.

(h) Accessory Dwelling Unit

Section 7. The Code of the Village/Town of Mount Kisco Chapter 110 Zoning, §110-10 B. ~~(23)~~ RS-6 Medium-Density One-Family Residence District, Permitted uses, Accessory Uses~~Special permit uses~~, is hereby amended as follows:

(3) Accessory uses.

- (a) Off-street parking of passenger and commercial vehicles, in the open or in private garages, in accordance with the provisions of Article IV of this chapter.
- (b) Outdoor parking or storage of not more than one recreational vehicle or one boat, in accordance with the provisions for such as set forth in Article V of this chapter.
- (c) Swimming pools and tennis and deck- or paddle-tennis facilities, in accordance with the provisions for such as set forth in Article V of this chapter.
- (d) Customary home gardens.
- (e) The keeping of a reasonable number of common household pets, but excluding the commercial breeding or boarding of the same.
- (f) Tier 1 solar energy systems.
- (g) Other customary accessory uses, buildings or structures, subject to the applicable provisions of Article V hereof, such as playhouses, greenhouses, cabanas, trash containers, outdoor air conditioners and the like, provided that said uses and buildings or structures are incidental to the principal use and further provided that said uses shall not include any activity conducted as a business or as a separate residence.

| **(h) Accessory Dwelling Unit**

Section 8. The Village Clerk shall cause the amendments effected by this Local Law to be incorporated into the Code of the Village/Town of Mount Kisco.

Section 9. Should any section or provision of this Law be determined by any court of competent jurisdiction to be unconstitutional or invalid, then such section shall be null and void and shall be deemed separable from the remaining section(s) of this Law, and such determination shall in no way affect the validity of the remaining sections or provisions of this Law.

Section 10. This Law shall become effective immediately upon its filing with the Secretary of State of the State of New York.

RECEIVED

APR 17 2023

Mount Kisco
Office of the Village Manager

300 Woodcrest Ln.#308
Mt.Kisco,N.Y. 10549
April 16,2023

Mayor Gina Picinich and Village Board of Trustees,

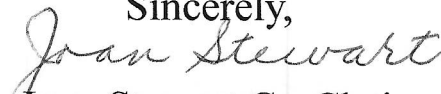
The Mt.Kisco Memorial Day Parade Committee is requesting to have a short parade and ceremony on the true Memorial Day,Tuesday May 30,2023. The parade will start at the top of Green St. and continue to the Veterans memorial in front of the Library. The participants will line up at 6pm and the parade will start at 6:30p.m. There will be a ceremony at the Veterans memorial. We are inviting you , the Village Manager and Judges to attend.

The American Legion Commander Ed Sordellini will contact the Westchester County Police..

The goal of our committee, is to hold our parade and ceremony on the true Memorial Day, which is May 30th.

All residents are encouraged to attend and honor those who gave their lives for our country. In case of inclement weather, the ceremony will be held at the American legion building.

Sincerely,



Joan Stewart, Co-Chairperson

Mt.Kisco Memorial Day Parade Committee

Lizette Davis

From: Kenneth Famulare
Sent: Monday, April 24, 2023 12:07 PM
To: Lizette Davis; Mayor Gina Picinich; Edward Brancati
Subject: Fwd: Cops & Cones Event Request - August 31

For next agenda

Sent from my iPhone

Begin forwarded message:

From: "Dress, James" <jzd2@westchestergov.com>
Date: April 24, 2023 at 12:04:47 PM EDT
To: Kenneth Famulare <kfamulare@mountkisco.ny.gov>
Cc: Edward Brancati <ebrancati@mountkisco.ny.gov>, "Reich, Edward" <egr1@westchestergov.com>, "John Hochstein, Chief of Department" <jhochstein@kiscofire.com>
Subject: **Cops & Cones Event Request - August 31**

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ken,

As discussed, the Westchester County Police are teaming up with the Mount Kisco FD this year for a combined annual Cops & Cones Community Event, featuring the FD's "Touch a Truck". Both events are terrific for community engagement and an opportunity for members of the community to connect with their police officers and first responders at a fun and interactive event.

As in the past several years, with Village Board approval, we would like to hold the event the last Thursday in August (August 31) with a rain date of Friday, September 1. The event time for the public is 5p – 9p.

We respectfully request coordinating with the Village for use of the South Moger Parking Lot. Furthermore, we'd like to further enhance this year's community event and the incorporation of the FD's "Touch a Truck" component by also utilizing South Moger Ave. from Main Street to Britton Lane. This would require a closure of that portion of South Moger for the event. We will incorporate a detour and traffic control into our plans. We will also be collaborating with the Chamber of Commerce in our planning.

Incorporating the FD "Touch A Truck" component to Mount Kisco's Cops & Cones event will alleviate the need for a separate event utilizing the shoppers park lot.

As always, we appreciate the support of the Village with this event which has garnered very positive acclaim over the past several years.

If you need anything further from Chief Hochstein or I, please let me know.

Thanks for the consideration,

Sgt. James M. Dress

Westchester County Police

Patrol Division – Community Policing Unit

Community Affairs / Schools / Ceremonial

Office (914) 864 - 7880 / Cell (914) 574 - 7530 / Cell (845) 406 - 0350

JZD2@westchestergov.com

wcpdcommunityaffairs@westchestergov.com



Lizette Davis

From: Kenneth Famulare
Sent: Friday, April 28, 2023 10:57 AM
To: Lizette Davis
Subject: Fw: Emergency Management Committee

From: Mayor Gina Picinich <gpicinich@mountkisco.ny.gov>
Sent: Monday, April 17, 2023 10:47 AM
To: Crystal Pickard <Crystal.Pickard@gmail.com>
Cc: Mayor Gina Picinich <gpicinich@mountkisco.ny.gov>; Edward Brancati <ebrancati@mountkisco.ny.gov>; Kenneth Famulare <kfamulare@mountkisco.ny.gov>; Lizette Davis <ldavis@mountkisco.ny.gov>
Subject: Re: Emergency Management Committee

There have been 2 meetings. Next one is to be scheduled soon.

We are searching for a resident to join. Any interest?

Gina Picinich
Mayor

104 Main Street
Mount Kisco, NY 10549
914 864-0011
mayorginapicinich@mountkisco.ny.gov

Mount Kisco
The Big Little Village

Mount Kisco is one of Westchester's most vibrant communities. Although just 3 square miles, it is a premier destination for dining, shopping, entertainment and award winning medical care. With green spaces, quaint neighborhoods and a walkable downtown "urban village," Mount Kisco delivers big while maintaining small town charm.

On Apr 17, 2023, at 10:41 AM, Crystal Pickard <Crystal.Pickard@gmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Gina,

I was excited to see that the Emergency Management Committee was formed at the end of last year. Emergency management has always been an interest of mine, I'm actually CAL-OES and CEDAR Certified in disaster response. I saw that the plan was for them to have regular public meetings but I haven't seen a meeting pop up on the calendar.

Thank you,

Crystal

--

Crystal Pickard

Architect
914.362.8997

--

Crystal Pickard

Architect



Mount Kisco Volunteer Fire Department

P.O. Box 91 Mount Kisco, NY 10549-0091

Phone: (914) 666-4692 Fax: (914) 666-5794 Chiefs@KiscoFire.com

John M. Hochstein
Chief of Department

Matthew R. Hollis
First Assistant Chief

Joshua B. Fine
Second Assistant Chief

Raymond J. Zaccari
Third Assistant Chief

4/27/2023

Mayor Picinich and Village Board,

The Mount Kisco Fire Department will be hosting the Tunnel to Towers Traveling 9/11 Museum from September 9th to September 11th of this year. The museum will arrive in town September 8th. We are asking to use the two rows of parking immediately behind the Green Street Firehouse for the museum.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Hochstein", with a long, sweeping underline.

John M. Hochstein
Chief of Department

WATER UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made as of the day of May 2023, between the TOWN OF NEW CASTLE, a municipal corporation organized under the laws of the State of New York, with its office at Town Hall, No. 200 South Greeley Avenue, Chappaqua, New York (hereinafter referred to as the "TOWN"); and the VILLAGE/TOWN OF MOUNT KISCO, a municipal corporation organized under the laws of the State of New York, and having its office at Village Hall 104 Main Street, Mount Kisco, New York 10549 (the “VILLAGE”).

W I T N E S S E T H:

WHEREAS, the TOWN is the owner of a certain public right-of-way known as Byram Lake Road within the Town of New Castle, County of Westchester and State of New York, more specifically known as Byram Lake Road from its westerly terminus at the municipal limits of the Village/Town of Mount Kisco to its easterly terminus at the municipal limits of the Town of Bedford, all as more specifically depicted on the Town of New Castle Official Map; and

WHEREAS, the VILLAGE is the owner of certain existing water mains, hydrants, valves and appurtenances within Byram Lake Road as shown on the plans prepared by Delaware Engineering, D.P.C., entitled “Contract #1 Bryam Lake Road Water Main Replacement,” dated June 7, 2021 and attached hereto as Exhibit “B.” (hereinafter collectively referred to as the “Water Improvements”¹); and

WHEREAS, the VILLAGE intends to perform upgrades, replacement and/or maintenance to certain of its Water Improvements; and

¹ The Water Improvements shall be deemed to include all water main facilities and appurtenances owned and maintained by the VILLAGE, including but not limited to individual water service lines and meters.

WHEREAS, the VILLAGE desires to receive from the TOWN, and the TOWN desires to grant to the VILLAGE, a utility easement (“Easement”) for the purposes of construction, installation, maintenance, operation, replacement and repair of such Water Improvements on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, and the covenants of the respective parties, as hereinafter set forth, the parties hereby covenant and agree as follows:

1. The TOWN does hereby for itself, and its successors and assigns, grant and convey to the VILLAGE, its successors and assigns, a perpetual non-exclusive easement on, over, under and across the portion of Byram Lake Road described in Exhibit “A” annexed hereto and made a part hereof and depicted on the plans annexed hereto and made a part hereof as Exhibit “B” (the “**Easement Area**”) for the installation, maintenance, operation, replacement and repair of the Water Improvements as may be deemed necessary by the VILLAGE. The Village shall have the right to enter upon the Easement Area with its employees, contractors, equipment, vehicles, and construction equipment for the purposes described herein, subject to the submission of a Street Opening Permit application to the Town of New Castle in the form (or substantially the same form) as annexed hereto as Exhibit “C” for purposes of notification to the Town and confirmation that any contractor engaged by the Village has furnished the Town with proof of adequate insurance coverage as required by Paragraph 7 of this Agreement. If it becomes necessary in case of an emergency or any unforeseen happening to enter the Easement Area for the purpose of making emergency repairs to the Water Improvements, the Village may do so provided that within 72 hours of the time of making such opening (weekends, holidays, and holiday weekends excluded), a Street Opening Permit application is submitted therefor for purposes of notification and confirmation that any contractor engaged by the Village has furnished the Town with proof of adequate insurance coverage as required by Paragraph 7 of this Agreement. Additionally, all work must be performed in accordance with any approvals of the U.S. Army Corps of Engineers, New York State Department of Environmental Conservation, Westchester County Department of Health, New York City Department of Environmental Protection, or any other federal, state, or county regulatory agency where that agency's approval

is required. Nothing contained in this Agreement shall be construed as to authorize or permit the installation of utility lines that run on or over the ground, with the exception of appurtenances which are necessary in connection with underground utility services. Notwithstanding the foregoing, (i) when performing repairs or other work on the Water Improvements, including pavement restoration, the VILLAGE shall not be required to pay any fee, deposit, or security in connection with any such work, and (ii) the VILLAGE shall not be required to backfill trenches using K-Crete. Such restoration shall be performed at the VILLAGE's sole cost and expense if resulting from work performed by the VILLAGE or its contractors.

2. Subject to assessments and fees to benefitting properties within the water district, the VILLAGE shall be solely responsible for the cost of the installation, maintenance, repair or replacement of the Water Improvements within the Easement Area. The VILLAGE shall maintain the Water Improvements within the Easement Area within good working order.

3. In connection with the VILLAGE's entry onto TOWN property for the purposes set forth above, the VILLAGE shall promptly restore any disturbed area of TOWN, including the Easement Area, on a full-width basis and in compliance with New York State Department of Transportation Standard Details (Restoration Detail – Asphalt Pavement).. The VILLAGE shall not be required to replace any plants, trees or other improvements in the Easement Area, but shall rough grade and reseed any disturbed areas outside the paved areas. Nothing contained in this paragraph shall require the issuance of any additional permits, fees, applications, or approvals, nor shall this Agreement require the replacement or restoration of anything which the VILLAGE deems necessary to remove during the course of installing, maintaining, repairing, or replacing any part of the Water Improvements.

4. The TOWN shall not impede or interfere with the reasonable use of the Easement Area for the purposes described herein. No building or structure of any kind (excepting hydrants, valves and similar customary items) shall be erected over the Easement Area. The VILLAGE shall not be required to perform any paving for a road or driveway in the Easement Area where pavement did not previously exist.

5. The TOWN reserves to itself, its successors and assigns, workers, employees, agents and authorized representatives the right to enter upon the Easement Area for access to any portion of the premises upon reasonable prior notice to the Village. Notwithstanding the foregoing, the Town shall not unreasonably interfere with the use and enjoyment of the Water Improvements or deprive said Water Improvements of their normal support within the Easement Area.

6. The VILLAGE shall defend, indemnify and hold the TOWN, and its successors, assigns, officers, employers, agents and authorized representatives harmless from and against any and all claims, suits, liens, judgments, damages, demands, costs liability, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from personal injury (including death) and property damage hereafter arising or accruing with respect to the use of the Easement area for operation of the Water Improvements and any entry onto the Easement Area by the VILLAGE, its contractors, agents, employees and authorized representatives under this Agreement, except such claims, suits, liens, judgments, damages, demands costs, liability, losses and expenses as may result from the negligent act or omission of the TOWN, its agents and/or employees.

7. The VILLAGE and its contractors, agents, employees and authorized representatives, including, but not limited to, any party acting under contract with the VILLAGE, who enters upon the Easement Area to install, operate, maintain and when required alter, repair and/or replace the Water Improvements, shall carry general liability, bodily injury, property damage and automobile liability insurance, in amounts adequate to protect TOWN against any such claims. The VILLAGE and its contractors, agents, employees and authorized representatives, including but not limited to, any party acting under contract with the VILLAGE who enters upon the premises, shall carry worker's compensation insurance under any applicable worker's compensation act for all persons who enter upon the Easement Area under this Agreement. All Certificates of Insurance for work in the Easement Area under this Agreement shall name the TOWN as an additional insured.

8. This Agreement shall be subject to all easements, rights-of-way, covenants or restrictions of record.

9. The Easement granted pursuant to this Agreement shall be used in such a manner so as to not unreasonably interfere with the use and enjoyment of the Easement Area by the TOWN.

10. Nothing herein shall be deemed to expand, diminish or supersede the statutory rights and obligations of the parties as set forth in applicable provisions of Town Law, Village Law (including §§ 11-1110 and 11-1120), General Municipal Law (including Article 5-C) and other valid governing statutes.

11. Each of the Parties hereto represents and warrants to one another for its own part that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

12. This Agreement contains the entire agreement of the Parties hereto in respect of the transactions contemplated hereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Agreement.

13. The Parties may execute this instrument in any number of counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

14. This Agreement can be modified only in writing in such form as is required to record a modification hereto in the Office of the Clerk of the County of Westchester and signed by the TOWN and the VILLAGE.

15. The Parties and their successors, heirs and assigns, shall have the right to enforce this Agreement by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Agreement, to restrain said violation, to require

specific performance and/or to recover damages, and to recover any legal fees incurred in connection with such proceeding. Failure to seek enforcement of any provision of this Agreement herein contained shall not be deemed a waiver of the right to do so thereafter.

16. Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect

17. Upon filing in the Office of the Clerk of the County of Westchester, the easements, covenants and other rights created herein shall run with the land and shall be binding upon and shall inure to the benefit of the VILLAGE and the TOWN, and their respective heirs, successors and assigns.

18. Wherever the sense of this Agreement may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or terms used herein shall include the feminine.

19. This Agreement shall be governed and construed under and in accordance with the laws of the State of New York.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

(Signature page follows)

TOWN OF NEW CASTLE

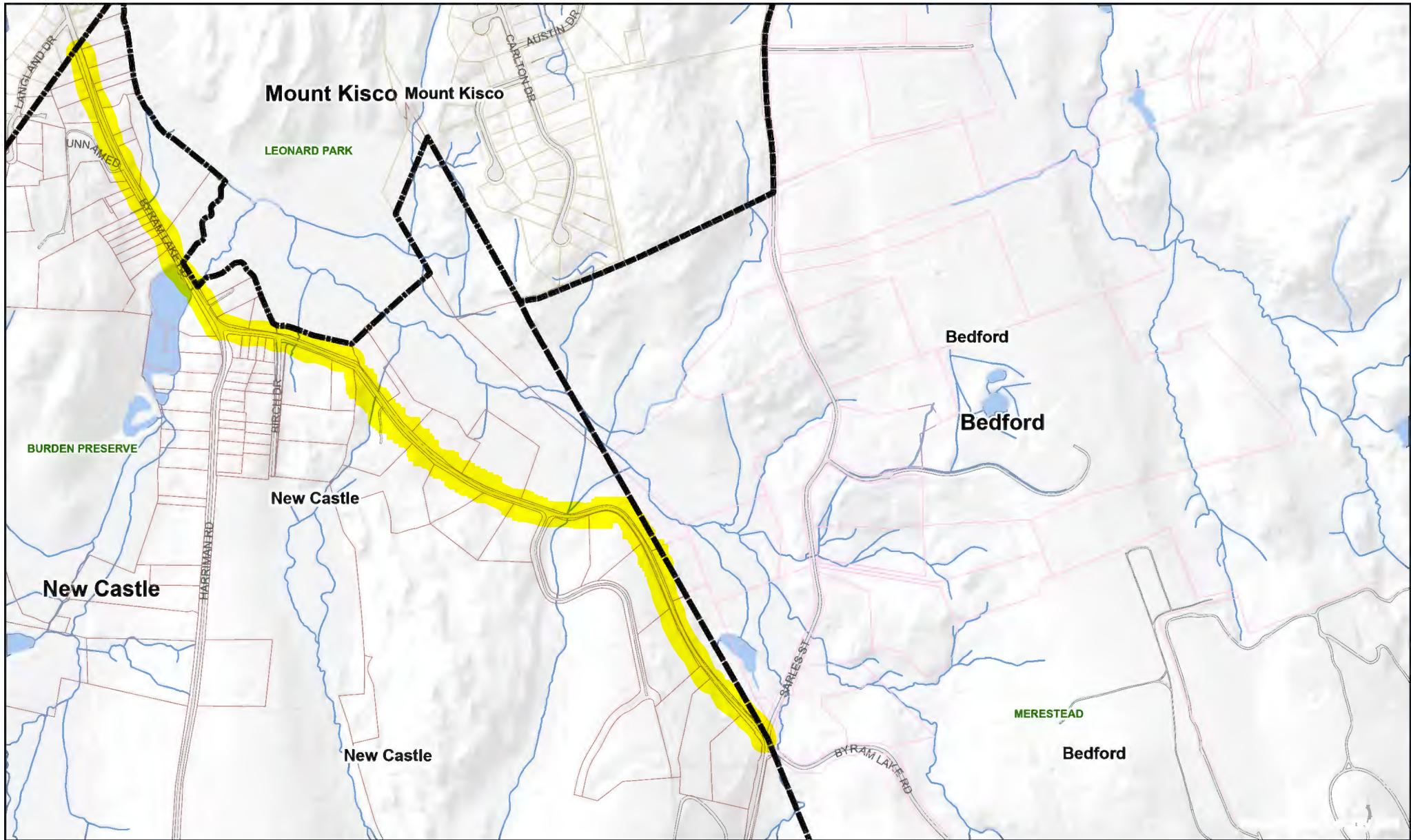
By: _____
Lisa Katz, Supervisor

RECORD AND RETURN TO:

SINGLETON, DAVIS AND SINGLETON, PLLC
120 East Main Street
Mount Kisco, New York 10549

Attn: Whitney Singleton, Esq.

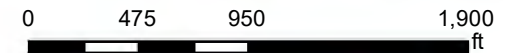
Westchester County Municipal Tax Parcel Map (New Castle)



April 28, 2023

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.

1:10,000



Westchester County GIS

GIS
Geographic Information System
<http://giswww.westchestergov.com>
Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601

BYRAM LAKE RD WATER IMPROVEMENTS

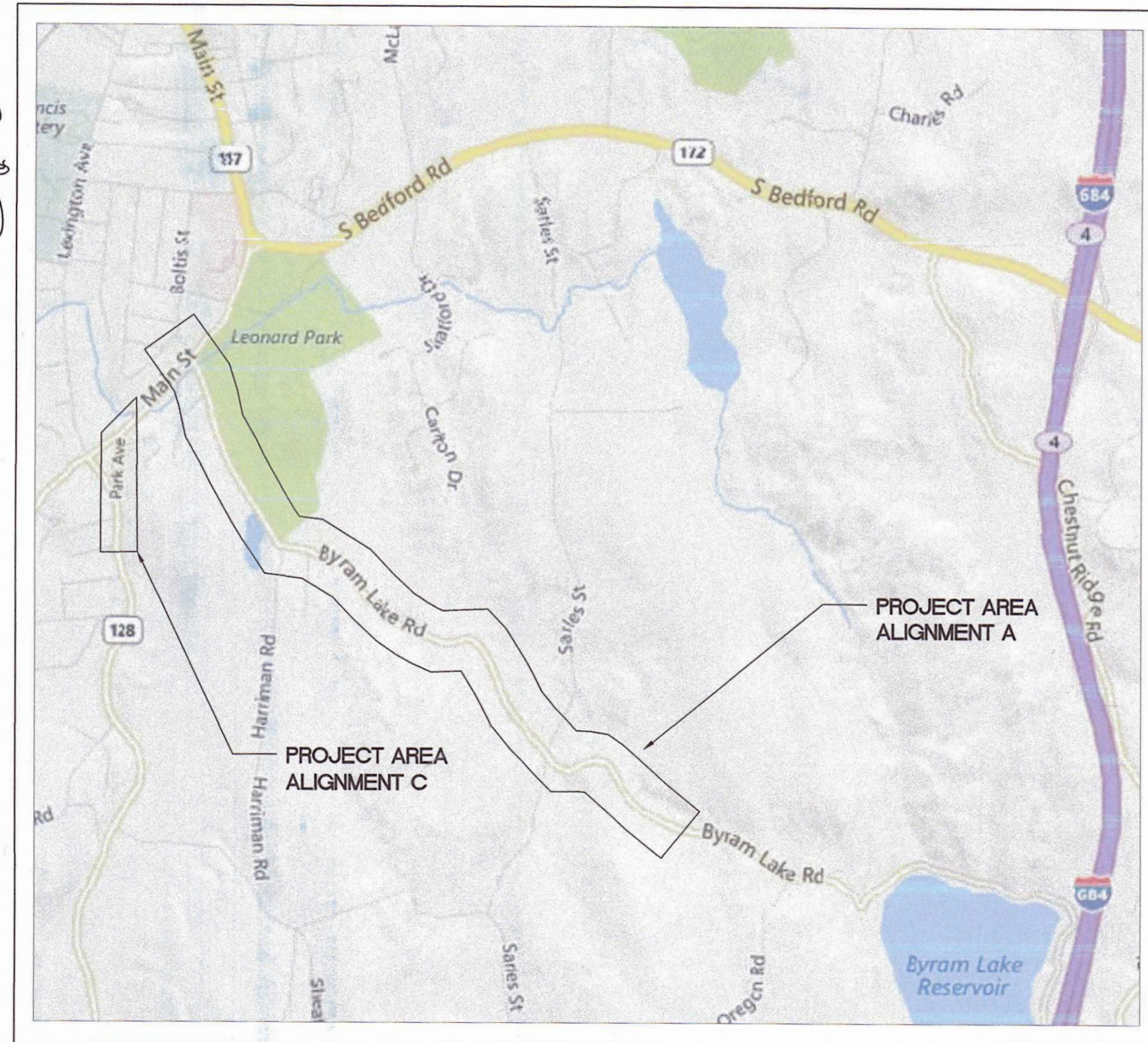
VILLAGE/TOWN OF MOUNT KISCO
WESTCHESTER, COUNTY NY
VILLAGE CONTRACT No. 2021-03

CONTRACT 1
BYRAM LAKE ROAD WATER MAIN
REPLACEMENT

NYSDOH PLANS
AUGUST 2021

VILLAGE BOARD MEMBERS

GINA D. PICINICH, MAYOR
ANTHONY MARKUS, DEPUTY MAYOR
DAVID J. SQUIRRELL, TRUSTEE
PETER F. GRUNTHAL, TRUSTEE
KAREN B. SCHLEIMER, TRUSTEE



PROJECT LOCATION MAP



**DELAWARE
ENGINEERING, D.P.C.**
CIVIL AND ENVIRONMENTAL ENGINEERING

28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 - 518.452.1290
8-12 DIETZ STREET, SUITE 303, ONEONTA, NY 13820 - 607.432.8073
31 NORTH MAIN STREET, LIBERTY, NY 12754 - (845) 747-9952
6 TOWNSEND STREET, WALTON, NY 13856 - 607.865.9235
223 MAIN STREET, GOSHEN, NY 10924 - 845.615.9232

WESTCHESTER COUNTY DEPARTMENT OF HEALTH
Bureau of Environmental Quality

This plan is approved for the construction or modification of a PRIVATE OR PUBLIC WATER SYSTEM pursuant to Article VII of the Westchester County Sanitary Code and Part 5, Subpart 5-1, of the New York State Sanitary Code, subject to provisions of the APPROVAL OF PLANS issued this date

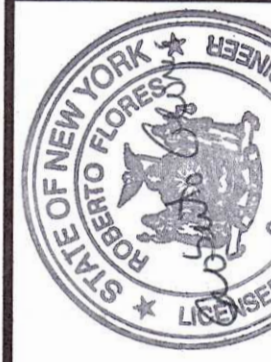
Description: Installation of approx. 9,400 LF of 16" Ø and 375 LF of 8" Ø Class 54 DIP water mains, 4" (Ø) fire hydrants, six (6) air relief valves and related app at Byram Lake Rd, Mt. Kisco (V)
Recommended by: [Signature] Date: 11/2/2021
Approved by: [Signature] Date: 11/2/2021

DRAWING LIST	
SHEET	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES & LEGEND
G-003	SEQUENCE OF CONSTRUCTION
G-004	KEY MAP
G-005	TEMPORARY WATER AND SEQUENCE PLANS
G-006	TEMPORARY WATER AND SEQUENCE PLANS
C-101	PLAN & PROFILE STA: A0+00 - A4+25
C-102	PLAN & PROFILE STA: A4+25 - A9+50
C-103	PLAN & PROFILE STA: A9+50 - A15+00
C-104	PLAN & PROFILE STA: A15+00 - A20+50
C-105	PLAN & PROFILE STA: A20+50 - A26+00
C-106	PLAN & PROFILE STA: A26+00 - A31+50
C-107	PLAN & PROFILE STA: A31+50 - A37+00
C-108	PLAN & PROFILE STA: A37+00 - A42+50
C-109	PLAN & PROFILE STA: A42+50 - A48+00
C-110	PLAN & PROFILE STA: A48+00 - A53+50
C-111	PLAN & PROFILE STA: A53+50 - A58+75
C-112	PLAN & PROFILE STA: A58+75 - A64+25
C-113	PLAN & PROFILE STA: A64+25 - A69+50
C-114	PLAN & PROFILE STA: A69+50 - A75+00
C-115	PLAN & PROFILE STA: A75+00 - A80+50
C-116	PLAN & PROFILE STA: A80+50 - A85+75
C-117	PLAN & PROFILE STA: A85+75 - A91+75
C-118	PLAN & PROFILE STA: A91+75 - A95+75
C-119	PLAN & PROFILE STA: C0+00-C3+75 & D0+00-D0+50
C-501	TYPICAL WATER MAIN DETAILS
C-502	TYPICAL WATER MAIN DETAILS
C-503	TYPICAL WATER MAIN DETAILS
C-504	EROSION AND SEDIMENT CONTROL DETAILS
C-505	EROSION AND SEDIMENT CONTROL DETAILS
C-506	EROSION AND SEDIMENT CONTROL DETAILS
C-601	TRAFFIC CONTROL SHEETS
C-602	TRAFFIC CONTROL SHEETS
C-603	TRAFFIC CONTROL SHEETS

H:\DRAWINGS\MT. KISCO\BYRAM LAKE WATER MAIN_LAYOUTS\G-001 COVER SHEET 1.DWG

DATE: 06/07/2021
DRAWN BY: BRODLEST
SCALE: AS SHOWN
REVIEWED BY: AIELLO

**DELAWARE
ENGINEERING, D.P.C.**
CIVIL AND ENVIRONMENTAL ENGINEERING
28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 - 518.452.1290
8-12 DIETZ STREET, SUITE 303, ONEONTA, NY 13820 - 607.432.8073



NO.	DATE	DESCRIPTION
1	7/2021	WCDOH COMMENTS
2	6/2021	WCDOH COMMENTS
3	9/2021	WCDOH & NYSDOH COMMENTS

CONTRACT #1
BYRAM LAKE ROAD
WATER IMPROVEMENTS
VILLAGE/TOWN OF MOUNT KISCO

NYSDOH PLANS

COVER SHEET
SHEET:
G-00

WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW SECTION 7209.2, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK EDUCATION LAW, SECTION 7209.2.

TOWN CLERK
Town of New Castle
Chappaqua, New York

2690

Deposit \$

Permit No.

Section.....Sheet.....Block.....Lot.....

Date

Application For Permit to Open Street

To the Superintendent of Highways
Town of New Castle, N. Y.

Application is hereby made for permission under Section 149 of the Highway Law and Ordinance No. 3-1952 of the Town of New Castle, Westchester County, N. Y., and any amendments thereto, to enter upon, construct, or open a road constructed or improved by the TOWN OF NEW CASTLE as follows:

Applicant

Address

Name of Street or other public place

Nearest intersection street (give distance)

Maximum Size of opening

Work to be startedTo be completed

Is pavement to be disturbed?If so, what type

Purpose of Application

If Application is made by Contractor, state owner for whom the work is being done

Address
If permit is granted I hereby agree to conform to all the conditions and restrictions of this permit and to restore the road to its original condition.

Dated

Applicant's Signature

By

Permit is granted subject to conditions contained in said Ordinance. Deposit \$

Date
Town Superintendent of Highways

Check if following received:

Insurance policy

Workmen's Compensation

Bond

Pavement has been restored to normal condition.

Date
Town Superintendent of Highways

INTEROFFICE MEMORANDUM

TO: MAYOR AND VILLAGE BOARD OF TRUSTEES
FROM: ROGER D. MILLER, ASSESSOR
SUBJECT: ALPHA TRIMAR LLC – 332 & 344 MAIN STREET
DATE: 4/25/2023

On November 7, 2022, the Village Board of Trustees approved a resolution authorizing a tax certiorari settlement for the above referenced matter. The property is two adjacent office buildings owned and operated by the same entity at 332 and 334 Main Street.

It was subsequently discovered that there was a slight discrepancy in the new assessed values for two of the years at issue, for 344 Main Street. Specifically, the original settlement provided for a reduction in 2020 and 2021 from \$382,000 to \$298,000 and \$299,200, respectively. The new assessments for those two years should be \$290,550 and 295,460, respectively, as detailed in the attached corrected consent order. This results in an additional \$1,180 in village refunds. This is consistent with the terms of the settlement as agreed to at the time, and the attached resolution should replace the original approved previously.

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

PRESENT:

HON. ANNE E. MINIHAN, J.S.C.

Justice.

-----X
In the Matter of the Application of
ALPHA TRIMAR LLC,

Petitioner,

-against-

THE ASSESSOR OF THE VILLAGE OF MOUNT KISCO,
THE BOARD OF REVIEW OF THE VILLAGE OF MOUNT
KISCO and THE VILLAGE OF MOUNT KISCO,

Respondents,

For Review Under Article 7 of the RPTL.
-----X

AMENDED
CONSENT
JUDGMENT

Index Nos.

56081/17

56000/18

55873/19

54673/20

55113/21

59813/22

The above Petitioner having heretofore filed and served the Petitions and Notices to review the tax assessments fixed by the Village of Mount Kisco for the assessment years 2017 through 2022 upon certain real property located at 332 Main Street, Village of Mount Kisco, and designated as Section 80.41, Block 3, Lot 11 on the Official Assessment Map of the Village of Mount Kisco, and upon certain real property located at 344 Main Street, Village of Mount Kisco, and designated as Section 80.41, Block 3, Lot 12 on the Official Assessment Map of the Village of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

ORDERED, ADJUDGED AND DECREED, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

2017

<u>Lot</u>	Assessed Valuation		Amount of Reduction
	<u>Reduced From</u>	<u>Reduced To</u>	
80.41-3-11	85,000	61,650	23,350
80.41-3-12	382,000	312,360	69,640
	467,000	374,010	92,990

2018

<u>Lot</u>	Assessed Valuation		Amount of Reduction
	<u>Reduced From</u>	<u>Reduced To</u>	
80.41-3-11	85,000	62,250	22,750
80.41-3-12	382,000	315,400	66,600
	467,000	377,650	89,350

2019

<u>Lot</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
80.41-3-11	85,000	59,025	25,975
80.41-3-12	382,000	299,060	82,940
	467,000	358,085	108,915

2020

<u>Lot</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
80.41-3-11	85,000	57,365	27,635
80.41-3-12	382,000	290,550	91,450
	467,000	347,915	119,085

2021

<u>Lot</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
80.41-3-11	85,000	57,596	27,404
80.41-3-12	382,000	295,460	86,540
	467,000	353,056	113,944

2022

<u>Lot</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
80.41-3-11	85,000	58,366	26,634
80.41-3-12	382,000	303,200	78,800
	467,000	361,566	105,434

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order

and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that payment is made in two equal installments, as follows:

One-half of the refund payment within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities;

One-half of the refund payment shall be made on or before June 15, 2023; and it is further

ORDERED, ADJUDGED AND DECGREED, that if the first installment payment is paid late, the entire refund shall immediately become due and owing and statutory interest shall be due and immediately owing and shall be calculated from the original date of payment of the taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds hereinabove directed to be made by Respondent, the **VILLAGE OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475 and it is further

ORDERED, ADJUDGED AND DECREED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

E N T E R,

HON. ANNE E. MINIHAN, J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

WHITNEY W. SINGLETON, ESQ.

Singleton, Davis & Singleton
Attorney for Respondents
120 East Main Street
Mt. Kisco, New York 10549
(914) 666-4400
wsingleton@sdslawny.com

WILLIAM E. SULZER, ESQ.

Griffin, Coogan, Sulzer & Horgan, P.C.
Attorneys for Petitioner
51 Pondfield Road
Bronxville, New York 10708
(914) 961-1300
wes@gcshlaw.com

**RESOLUTION AUTHORIZING TAX
CERTIORARI SETTLEMENT**

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

Property Owner	Tax Designation	Years
Alpha Trimar LLC	80.41-3-11 & 12	2017 to 2022 (Town and Village)

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

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

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

Village Proceedings:

Lot 11

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2017	\$85,000	\$61,650	\$23,350
2018	\$85,000	\$62,250	\$22,750
2019	\$85,000	\$59,025	\$25,975
2020	\$85,000	\$57,365	\$27,635
2021	\$85,000	\$57,596	\$27,404
2022	\$85,000	\$58,366	\$26,634

Lot 12

2017	\$382,000	\$312,360	\$69,640
2018	\$382,000	\$315,400	\$66,600
2019	\$382,000	\$299,060	\$82,940
2020	\$382,000	\$290,550	\$91,450
2021	\$382,000	\$295,460	\$86,540
2022	\$382,000	\$303,200	\$78,800

Town Proceedings:

Lot 11

<u>Assessment Year:</u>	<u>Original:</u>	<u>Proposed Settlement:</u>	<u>Reduction:</u>
2017	\$140,000	\$129,375	\$10,625
2018	\$140,000	\$122,025	\$17,975
2019	\$140,000	\$117,600	\$22,400
2020	\$140,000	\$121,506	\$18,494
2021	\$140,000	\$123,200	\$16,800
2022	\$140,000	\$116,116	\$23,884

Lot 12

2017-2022	\$575,000	No reductions
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INTEROFFICE MEMORANDUM

TO: MAYOR AND VILLAGE BOARD OF TRUSTEES
FROM: ROGER D. MILLER, ASSESSOR
SUBJECT: 213 EAST MAIN STREET
DATE: 4/25/2023

Attached please find a resolution authorizing a real property tax settlement for the above referenced matter.

The property at issue is 213 East Main Street, a three-story retail and office building containing 6,400 square feet of above grade floor area, plus 3,200 square feet of lower level space formerly occupied by a restaurant. The property was multi-tenanted but has been mostly vacant during the years at issue.

The petitioner challenged the town assessments for 2020 and 2021, and the village assessments for 2021 and 2022. The petitioner provided an independent appraisal, which indicated a value of \$912,000 as of March 2022. The petitioner purchased the property in 2019 for \$730,000; it was our opinion that this was a below market price with a motivated seller. The property was placed on the market in February 2023 with an asking price of \$1,475,000, reportedly with a new lease signed.

Based on our actual assessments, our implied market values averaged approximately \$1,635,000 by the town and \$1,435,000 by the village.

The settlement provides for both village years at issue to be discontinued, with the village assessment reduced to reflect a value of approximately 1,250,000 in 2023. The town assessment was reduced to reflect a value of \$1,000,000 in 2021.

Our valuation was based on an analysis of income and expenses for the subject based on actual and comparable data, and an analysis of investment return rates for properties of the subject's type. It also considers the sale history of the property and the occupancy status as of the dates at issue.

In our opinion this settlement is reasonable and favorable to a potential trial, given market conditions and the specifics of this property.

This settlement will result in refunds of \$20,969 from the school, and \$4,091 from the county. There are no village refunds. The assessment will be reviewed as the property undergoes lease-up.

GRIFFIN, COOGAN, SULZER & HORGAN, P.C.

ATTORNEYS AND COUNSELORS AT LAW

51 PONDFIELD ROAD

BRONXVILLE, NEW YORK 10708

TELEPHONE (914) 961-1300

FAX (914) 961-9385

WWW.GCSHLAW.COM

WILLIAM E. SULZER (ALSO NJ)
MICHAEL F. HORGAN, JR. (ALSO CT)

MARIA C. CAVALLO
MATTHEW S. CLIFFORD (ALSO NJ)
KEVIN M. BRADY, JR.
OF COUNSEL

WILLIAM E. GRIFFIN
1932-2012
JAMES M. COOGAN
(RETIRED)

WRITER'S DIRECT EMAIL:
WES@GCSHLAW.COM

February 9, 2023

Alexander Salvato, Esq.
Singleton, Davis & Singleton
120 East Main Street
Mt. Kisco, NY 10549

Re: NBR Properties LLC v. Town and Village of Mt. Kisco
Town Index Nos.: 62825/20, 63528/21
Village Index Nos.: 55142/21, 59822/22

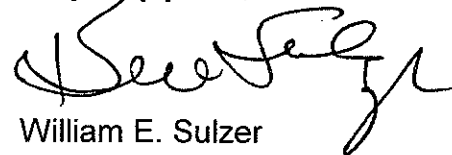
Dear Alex:

Enclosed please find for your review and Whitney's signature a Town Consent Judgment for the 2020 and 2021 assessment years and a Stipulation of Discontinuance for the 2021 and 2022 Village assessment years. Please provide signed a copy of the Judgment and Stipulation to our office. We will provide you with a conformed copy once the Judgment has been entered by the Court. Please do not file the Stipulation with the Court until the Consent Judgment is fully executed.

Please note that we have included a clause in the Judgment which will allow for a waiver of interest if refunds are made within 60 days from the date of service of the orders with notice of entry.

Thank you for your cooperation and please call us if you have any questions.

Very truly yours,



William E. Sulzer

WES:alp
Enclosures
8618/8448
cc: Roger Miller, Assessor (w/ enclosures)

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

-----X
In the Matter of the Application of

NBR PROPERTIES LLC,

Petitioner,

-against-

**THE ASSESSOR OF THE VILLAGE OF MT. KISCO,
THE BOARD OF REVIEW OF THE VILLAGE OF MT.
KISCO, AND THE VILLAGE OF MT. KISCO,**

Respondents,

**For A Review under Article 7 of the Real
Property Tax Law.**

**STIPULATION OF
DISCONTINUANCE**

Index Nos.

55142/21

59822/22

Premises:

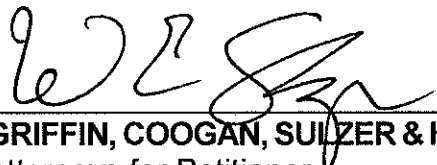
213 E. Main St.

80.33/4/7

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the parties to the above entitled action that the tax review proceedings for review of the 2021 and 2022 assessments of the above-captioned property be, and the same hereby are discontinued, with prejudice and without costs to either party against the other. This stipulation may be filed without further notice with the Clerk of the Court.

Dated: February __, 2023



GRIFFIN, COOGAN, SULZER & HORGAN, P.C.
Attorneys for Petitioner
51 Pondfield Road
Bronxville, New York 10708
(914) 961-1300

WHITNEY W. SINGLETON, ESQ.
Attorneys for Respondent
Singleton Davis & Singleton
120 East Main Street
Mt. Kisco, NY 10549
(914) 666-4400

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Westchester, at the Courthouse thereof located in White Plains, New York.

PRESENT:

HON. ANNE E. MINIHAN, A.J.S.C.

Justice.

-----X
In the Matter of the Application of

NBR PROPERTIES LLC,

Petitioner,

-against-

**THE ASSESSOR OF THE TOWN OF MOUNT KISCO,
THE BOARD OF REVIEW OF THE TOWN OF MOUNT
KISCO and THE TOWN OF MOUNT KISCO,**

Respondents,

For Review Under Article 7 of the RPTL.
-----X

**CONSENT
JUDGMENT**

**Index Nos.
62825/20
63528/21**

The above Petitioner having heretofore filed and served the Notices and Petitions to review the tax assessments fixed by the Town of Mount Kisco for the assessment years 2020 through 2021 upon certain real property located at 213 E. Main Street, Town of Mount Kisco, and designated as Section 80.33, Block 4, Lot 7 on the Official Assessment Map of the Town of Mount Kisco, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the Petitioner having appeared **WILLIAM E. SULZER, ESQ.**, of Griffin, Coogan, Sulzer & Horgan, P.C., and the Respondents having appeared by **WHITNEY W. SINGLETON, ESQ.**, of Singleton, Davis & Singleton, and the parties having made their settlement, it is

ORDERED, ADJUDGED AND DECREED, that the assessments on the above-referenced properties be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

<u>Assess. Year</u>	<u>Assessed Valuation</u>		<u>Amount of Reduction</u>
	<u>Reduced From</u>	<u>Reduced To</u>	
2020	260,000	160,000	100,000
2021	260,000	160,000	100,000

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the Petitioner by the **TOWN OF MOUNT KISCO** the amount of all Town taxes, together with the proportionate share of any interest and penalty paid by reason of delinquent payment of any excess taxes, paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the Petitioner by the **BEDFORD CENTRAL SCHOOL DISTRICT** the amount of all School and/or library taxes, paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the County Legislators of the **COUNTY OF WESTCHESTER**, State of New York, be and are hereby directed and authorized to audit, allow and pay to the Petitioner the amount, if any, of State, County, Judiciary and Sewer District taxes, paid by the Petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments had

been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that the Commissioner of Finance of Westchester County be served with a copy of this judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer and any other Westchester County special district taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that full payment is made within sixty (60) days from the date of service of this Order, time of the essence, with notice of entry upon the respective taxing authorities, and with respect to the Commissioner of Finance only, such Order shall be served with proof of payment of taxes, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds hereinabove directed to be made by Respondent, the **TOWN OF MOUNT KISCO** and/or any of the various taxing authorities, be made by check or draft payable to the order of **GRIFFIN, COOGAN, SULZER & HORGAN, P.C.**, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary

Law §475 and it is further

ORDERED, ADJUDGED AND DECREED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated:

ENTER,

HON. ANNE E. MINIHAN, A.J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

WHITNEY W. SINGLETON, ESQ.

Singleton, Davis & Singleton
Attorney for Respondents
120 East Main Street
Mt. Kisco, New York 10549
(914) 666-4400
wsingleton@sdslawny.com



WILLIAM E. SULZER, ESQ.

Griffin, Coogan, Sulzer & Horgan, P.C.
Attorneys for Petitioner
51 Pondfield Road
Bronxville, New York 10708
(914) 961-1300
wes@gcshlaw.com

**RESOLUTION AUTHORIZING TAX
CERTIORARI SETTLEMENT**

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

Property Owner	Tax Designation	Years
NBR Properties LLC	80.33-4-7	2020 to 2021 - Town 2021 to 2022 - Village

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

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

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

Village Proceedings:

Assessment Year: Original: Proposed Settlement: Reduction:

All years discontinued

Town Proceedings:

Assessment Year: Original: Proposed Settlement: Reduction:

2020	\$260,000	\$160,000	\$100,000
2021	\$260,000	\$160,000	\$100,000