

MOUNT KISCO PLANNING BOARD
Agenda
Tuesday, April 26, 2016
Planning Board Work Session 6:30 PM
Meeting 7:30 PM

Minutes

- a. *November 10, 2015*
- b. *November 24, 2015*
- c. *December 8, 2015*

Public Hearings:

- d. **Tortorello Subdivision – 122 W. Main Street**
PB2015-0293, 69.80-2-19
Lot Line Adjustment
 - *Draft SEQRA Negative Declaration*
 - *Draft Resolution of Preliminary Subdivision Approval/Final Subdivision Approval, dated April 12, 2016*
 - *Subdivision Application*
 - *Short EAF*
 - *Public Notice*
 - *Affidavit of Mailing*
 - *Property Owners within 300'*
 - *Affidavit of Posting*
 - *Affidavit of Publication*
 - *Copy of Easement*
 - *Copy of Deeds*
- e. **Mt. Kisco Supply – 369 & 375 Lexington Avenue**
PB2015-0300, 80.48-4-13, 16, 17, (SBL)
Site Plan
 - *Draft Subdivision Approval Resolution, dated April 26, 2016*
 - *Memorandum from Anthony Oliveri, P.E., dated April 20, 2016*
 - *Affidavit of Mailing*
 - *Public Hearing*
 - *Property Owners within 300'*
 - *Affidavit of Publication*
 - *Affidavit of Posting*
 - *Preliminary Subdivision Plat prepared by H. Stanley Johnson, dated March 8, 2016*
- f. **HVA Realty, LLC – 299 Kisco Avenue (Volvo)**
PB2015-0310, 69.44-2-1 (SBL)
Amended Site Plan
 - *Memorandum from Peter J. Miley, Building Inspector, dated April 19, 2016*

- Memorandum from Jan K. Johannessen, AICP, dated April 20, 2016
- Memorandum from Anthony Oliveri, P.E., dated April 21, 2016
- Memorandum from Langan, dated April 5, 2016
- Application to Disturb Sensitive Natural Areas
- Short EAF
- Affidavit of Mailing
- Public Hearing Notice
- Property Owners within 300'
- Affidavit of Publication
- Affidavit of Posting
- Site Plan prepared by Langan, revised April 5, 2016

Formal Applications:

**g. 154-162 East Main Street – 154 Main Street (Former Border's)
PB2015-0309, 80.25-2-9 (SBL)
Special Use Permit**

- Draft Resolution, dated April 26, 2016
- Memorandum from Peter J. Miley, Building Inspector, dated April 19, 2016
- Memorandum from Cuddy & Feder, dated April 5, 2016
- Copy of Previously Approved Resolution, dated November 30, 2015
- Short EAF
- Floor Plans prepared by NDA Architects, dated April 4, 2016 (7 Sheets)

**h. Hudson City Savings Bank – 29 Carpenter Avenue
PB2014-0260, 69.91-3-2.1 (SBL)
Site Plan**

- Memorandum from Peter J. Miley, Building Inspector, dated April 22, 2016
- Memorandum from McCullough, Goldberger & Staudt, LLP, dated March 22, 2016
- Formal Application
- Memorandum from McCullough, Goldberger & Staudt, LLP, dated April 18, 2016
- Coverage Calculations Worksheet
- As Built Survey prepared by Gabriel E. Senor, P.C., dated
- Site Plan Prepared by Gabriel E. Senor, P.C., dated March 17, 2016
- Site Plan Prepared by Gabriel E. Senor, P.C., dated April 15, 2016
- Previously Approved Site Plan prepared by Gabriel Senor, P.C. dated April 6, 2005
- Previously Approved Landscaping Plan prepared by Gabriel Senor, P.C. dated
- Plans Prepared by Richau, Mustacato Grippi Associates, dated June 23, 2016 (7 Sheets)

**i. Bare Burger – 441 Main Street (Former Friendly's)
PB2016-0322, 80.50-4-4
Amended Site Plan**

- Memorandum from Peter J. Miley, Building Inspector, dated April 19, 2016

- *Memorandum from Jan K. Johannessen, AICP, dated April 20, 2016*
- *Memorandum from Anthony Oliveri, P.E., dated April 21, 2016*
- *Memorandum from VKS Architects, dated April 1, 2016*
- *Formal Application*
- *Short EAF*
- *Lease Agreement*
- *Site Plan prepared by VKS Architects dated April 4, 2016 (5 Sheets)*

Conceptual Application:

**j. Bagnato – 205/215 Lexington Avenue
PB2016-0328, 80.32-4-6 (SBL)
Site Plan**

- *Memorandum from Peter J. Miley, Building Inspector, dated April 22, 2016*
- *Memorandum from Jan K. Johannessen, AICP, dated April 20, 2016*
- *Memorandum from Bagnato 205 Lexington Ave Corp., dated April 5, 2016*
- *Conceptual Application*
- *As-Built Survey prepared by Thomas C. Merritts Land Surveyors, P.C., updated April 10, 2013 (1 Sheet)*
- *Site Plan prepared by Goewey & Demasi, AIA, dated April 1, 2016 (5 Sheets)*

Special Discussion:

- *Site Walk – Reber/Suburban Floors - 227 (221) Lexington Avenue*

DRAFT

Village/Town of Mount Kisco
Planning Board

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

APR 21 2016
RECEIVED

Date: April 26, 2016

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Mount Kisco Planning Board has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Tortorello and Chisholm – Lot Line Adjustment

SEQRA Status: ☐ Type 1

☒ Unlisted

Conditioned Negative Declaration: ☐ Yes

☒ No

Coordinated Review: ☐ Yes

☒ No

Description of Action: The subject property consists of two (2) parcels of land located within the RS-9 Zoning District and identified as Sheet 69.80, Block 2, Lots 18 and 19 of the Village Tax Maps. Tax Lot 19 is currently owned by Francis and Barbara Tortorello, is comprised of ± 1.071 acres of land, is accessed from West Main Street, and is developed with a single-family residence, driveway and garage. Tax Lot 18 is currently owned by Mary Chisholm, is comprised of ± 0.41 acres of land, contains a single-family residence, driveway and septic system and is accessed from South Croton Avenue. The proposed action involves the conveyance of ± 0.22 acres of land from Tax Lot 19 to Tax Lot 18. As a result of the proposed action, Tax Lot 19 will consist of ± 0.851 acres and Tax Lot 18 will consist of ± 0.630 acres.

Location: 122 West Main Street and 25 South Croton Avenue, Mount Kisco, New York

Reasons Supporting This Determination: The Planning Board has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c). Specifically:

1. The proposed action will not result in a substantial adverse change in the existing

air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production.

The proposed action does not include any new development, land disturbances and will not create a new, or exacerbate an existing, zoning nonconformity. No development or land disturbance is proposed, therefore, no impacts will result.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed action does not include any new development, land disturbances and will not create a new, or exacerbate an existing, zoning nonconformity. No development or land disturbance is proposed, therefore, no impacts will result

3. The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6 NYCRR Part 617.14(g).

There are no Critical Environmental Areas within the vicinity of the project.

4. The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The proposed lot line change will not result in a new or exacerbate an existing zoning nonconformity.

5. The proposed action will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

The proposed action does not include any new development, land disturbances and will not create a new, or exacerbate an existing, zoning nonconformity. No development or land disturbance is proposed, therefore, no impacts will result

6. The proposed action will not result in a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.

9. The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.
10. The proposed action will not create a material demand for other actions that would result in one of the above consequences.
11. The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.
12. When analyzed with two or more related actions, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).
13. The Planning Board has considered reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions.

This notice is being filed with:

Village of Mount Kisco Planning Board
104 Main Street
Mount Kisco, NY 10549

DRAFT

**PLANNING BOARD RESOLUTION
VILLAGE OF MOUNT KISCO**

Village/Town of Mount Kisco
Planning Board

**TORORELLO AND CHISHOLM - LOT LINE ADJUSTMENT
PRELIMINARY AND FINAL SUBDIVISION PLAT APPROVAL**

APR 21 2016

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122 WEST MAIN STREET AND 25 SOUTH CROTON AVENUE

Section 69.80, Block 2, Lots 18 and 19

Application No: PB2015-0293

April 26, 2016

WHEREAS, the subject property consists of two (2) parcels of land located within the RS-9 Zoning District and identified as Sheet 69.80, Block 2, Lots 18 and 19 of the Village Tax Maps; and

WHEREAS, Tax Lot 19 is currently owned by Francis and Barbara Tortorello, is comprised of ± 1.071 acres of land, is accessed from West Main Street, and is developed with a single-family residence, driveway and garage; and

WHEREAS, Tax Lot 18 is currently owned by Mary Chisholm, is comprised of ± 0.41 acres of land, contains a single-family residence, driveway and septic system and is accessed from South Croton Avenue; and

WHEREAS, Mary Chisholm, as the owner of Tax Lot 18 and Francis and Barbara Tortorello, as the owners of Tax Lot 19, are collectively referred to hereafter as "the applicants"; and

WHEREAS, the applicants are proposing a lot line realignment between Tax Lots 18 and 19 and have filed an application for subdivision, as required, with the Village of Mount Kisco Planning Board, hereafter referred to as "the proposed action"; and

WHEREAS, the proposed action involves the conveyance of ± 0.22 acres of land from Tax Lot 19 to Tax Lot 18; and

WHEREAS, as a result of the proposed action, Tax Lot 19 will consist of ± 0.851 acres and Tax Lot 18 will consist of ± 0.630 acres; and

WHEREAS, the proposed action does not include any new development, land disturbances and will not create a new, or exacerbate an existing, zoning nonconformity; and

WHEREAS, reference is made to memorandums issued by the Building Inspector, dated February 4, 2015 and the Village Planner, dated March 16, 2016; and

WHEREAS, reference is made to an existing conditions survey, prepared by H. Stanley Johnson and Company, entitled "Topographic Survey Prepared for Francis M. Tortorello and Barbara Z. Tortorello", dated July 30, 2014; and

WHEREAS, a duly noticed public hearing was opened and closed on April 26, 2016, at which time all interested parties were afforded an opportunity to be heard; and

WHEREAS, the proposed action is an Unlisted Action, pursuant to the New York State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617 and a coordinated review was not conducted; and

WHEREAS, the applicant has submitted the Short Environmental Assessment Form (EAF).

NOW THEREFORE BE IT RESOLVED THAT, the Planning Board has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c) and determined that the proposed action will not have a significant adverse impact on the environment; and

BE IT FURTHER RESOLVED THAT, the Planning Board has considered all reasonably related long-term, short-term, direct, indirect and cumulative environmental effects associated with the proposed action including other simultaneous or subsequent actions; and

BE IT FURTHER RESOLVED THAT, the Planning Board hereby issues the attached Negative Declaration of Significance; and

BE IT FURTHER RESOLVED THAT, the Planning Board of the Village of Mount Kisco hereby grants Preliminary and Final Subdivision Plat Approval and approves the subdivision plat entitled "Preliminary Lot Line Change Plat Prepared for Francis M. Tortorello and Barbara Z. Tortorello and Mary F. Chisholm", prepared by H. Stanley Johnson and Company and dated (last revised) February 11, 2016, subject to the conditions specified below; and

BE IT FURTHER RESOLVED THAT, any alterations or modification to the plat, not expressly authorized herein, shall require the prior review and approval of the Planning Board; and

BE IT FURTHER RESOLVED THAT, this approval shall expire without further notice if the signed plat is not filed in the Office of the Westchester County Clerk within 90 days of its endorsement by the Planning Board Chairman; and

BE IT FURTHER RESOLVED THAT, Conditions #1 through #6, outlined below, must be completed within 180 days of the date of this Resolution. Should said conditions not be completed within the allotted time frame, this Resolution shall become null and void unless a 90-

day extension is requested, in writing, by the applicants within said 180-day period and granted by the Planning Board.

Conditions to be Satisfied Prior to the Signing of the Plat:

1. The title of the plat shall be revised to replace the word "preliminary" with the word "final".
2. The applicants shall satisfactorily address any outstanding written comments provided by the Building Inspector, Village Attorney, Village Engineer, and/or Village Planner.
3. All applicable application fees and fees associated with professional legal, engineering and planning consultation shall be paid for by the applicant.
4. The applicant shall submit a "check set" (4 copies) of the approved plat prepared in final form and in accordance with the conditions of this Resolution, for review by Village staff.
5. Following review and revision (if necessary) of the final plat, the applicant shall furnish the Planning Board with a final plat produced on mylar for final review by Village staff and endorsement by Village staff and the Planning Board Chairman.
6. Prior to the signing of the plat by staff and the Planning Board Chairman, the plat shall have been previously signed by the appropriate licensed design professional(s), all applicable property owners, and the Westchester County Department of Health.

Conditions to be Satisfied Following the Signing of the Final Plat:

7. Following the endorsement of the approved final plat, the mylar plat shall be returned to the applicants for copying.
8. Within 10 days after endorsement of the final plat by the Planning Board Chairman, the applicants shall deliver to the Planning Board Secretary four (4) paper photocopies of the signed mylar.
9. Within 120 days of the signing of the final plat by the Planning Board Chairman, the applicants shall demonstrate proof of filing the Final Subdivision Plat with the Westchester County Clerk's Office. The applicants shall deliver to the Planning Board Secretary four (4) paper photocopies of the Final Subdivision Plat, as filed, and showing all signatures and acknowledgements of filing.

ADOPTION OF RESOLUTION

WHEREUPON, the Resolution herein was declared adopted by the Planning Board of the Village of Mount Kisco as follows:

The motion was moved by: _____

The motion was seconded by: _____

The vote was as follows:

JOSEPH COSENTINO	_____
ANTHONY STURNIOLO	_____
RALPH VIGLIOTTI	_____
DOUGLAS HERTZ	_____
ENRICO MARESCHI	_____
MICHAEL BONFORTE	_____
JOHN BAINLARDI	_____

Joseph Cosentino

April 26, 2016

Application for Site Plan/Subdivision/Special Use Permit Approval

Village/Town of Mount Kisco
Planning Board

Submission Date FEB. 16, 2016

FEB 16 2016

Application Fee —

(Due 21 Days in advance of Planning Board Meeting)

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Escrow Fee —

Type of Application: (Please Check All that Apply)

Site Plan Approval ☐ Land Subdivision Approval ☐ Special Use Permit ☐ Change of Use ☐
New Construction ☐ Addition ☐ LOT LINE CHANGE

Applicant Information:

Applicant Name: FRANCIS M. TORTORELLO & BARBARA Z. TORTORELLO
Address: 4802 RIVER ROAD - PO BOX 520, PT. PLEASANT, PA 18950-0520
Phone Number: 914 575 8120 Fax: — Email: FMTORTORELLO@HOTMAIL.COM
Applicant's relationship to property: OWNERS

Name of Property Owner: (if different from above) SAME

Address: —

Phone Number: — Fax: — Email: —

Has property owner been notified of proposed action? Yes ☐ No ☐

Application Information:

Project Name: LOT LINE CHANGE, PROPERTY TRANSFER TORTORELLO TO CHISHOLM

Project Address/Location: 122 W. MAIN ST., MT. KISCO, N.Y.

Property Tax #: 69.80-2-19

Proposed Use (be specific): SINGLE FAMILY RESIDENTIAL

Proposed New Floor Area(s) (square feet): N/A NO CHANGE IN EXISTING

Number of newly created parking spaces: NONE

Number of newly created building lots: NONE

Number of newly created curb cuts: NONE

Number of newly created water connections: NONE

Number of newly created sewer connections: NONE

Conformance with Lot and Bulk Requirements:

What is the Zoning Classification of the site? RS-9

	Required	Proposed
Minimum Gross Site Area	9375 SQ. FT	37,056 P
Minimum Lot Area	9375 SQ. FT	34,034 SQ. FT
Maximum Building Coverage	7156 " "	2,608 " "
Maximum Site Development Coverage	13,613 " "	7,610 " "
Minimum Lot Depth	100 FT.	352 FT
Maximum Lot Width	75 "	58.4 FT
Yard Setbacks:		
Front	30 "	215.1 "
Rear	30 "	69.4 "
Side	10 "	510 FT / 28.1 FT
Buffer:		
Front	N/A	N/A
Rear	N/A	N/A
Side	N/A	N/A
Maximum Building Height	2 1/2 STORIES, 35 FT.	2 1/2 STORIES < 35'
Required Parking Spaces	2	4
Other		

Do any easement agreements, property covenants or deed restrictions apply to this property? Yes ☒ No ☐

If yes, please list these documents and attach copies.

ACCESS EASEMENT AS SHOWN ON PLOT PLAN
DEED RESTRICTED CONSTRUCTION WITHIN FRONT
YARD AREA

Will action require approval from the New York State Department of Transportation? Yes ☐ No ☒

Will action require approval from the New York City Department of Environmental Protection? Yes ☐ No ☒

Will action require approval from the New York State Department of Environmental Conservation? Yes ☐ No ☒

Will action disturb any wetlands or wetland buffer? Yes ☐ No ☒

If yes, please fill out a permit to disturb sensitive natural areas.

Will action disturb any steep slopes greater than 20 percent? Yes ☐ No ☒

If yes, please fill out a permit to disturb sensitive natural areas.

Note: APPLICATION WILL ONLY BE PROCESSED WHEN:

1. APPLICATION FEE / ESCROW FEE IS PAID
2. COMPLETED APPLICATION FORM IS SIGNED AND SUBMITTED
3. FOLDED COPIES OF REQUIRED NUMBER OF DRAWINGS ARE SUBMITTED

The above information is complete and factually correct to the best of my knowledge: 2/28/16

Applicant's Signature [Signature] date 2/16/16

Owner's Signature [Signature] date 2/16/16

Application reviewed by: _____ Date: _____

TORTORELLO / CHISHOLM LOT 2

FEB 26 2016

Conformance with Lot and Bulk Requirements:

What is the Zoning Classification of the site?

RS-9

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	Required	Proposed
Minimum Gross Site Area	9375	27,439
Minimum Lot Area	9375	23,839
Maximum Building Coverage	5117	1326
Maximum Site Development Coverage	9535	3482
Minimum Lot Depth	100	159
Maximum Lot Width	75	158
Yard Setbacks:		
Front	30	84
Rear	30	19.5
Side	10	44.4
Buffer:		
Front	N/A	N/A
Rear	N/A	N/A
Side	N/A	N/A
Maximum Building Height	2 1/2 STORIES 35'	2 1/2 STORIES < 35'
Required Parking Spaces	2	2
Other		

Do any easement agreements, property covenants or deed restrictions apply to this property?
If yes, please list these documents and attach copies.

Yes ___ No ☒

Will action require approval from the New York State Department of Transportation?

Yes ___ No ☒

Will action require approval from the New York City Department of Environmental Protection?

Yes ___ No ☒

Will action require approval from the New York State Department of Environmental Conservation?

Yes ___ No ☒

Will action disturb any wetlands or wetland buffer?

Yes ___ No ☒

If yes, please fill out a permit to disturb sensitive natural areas.

Will action disturb any steep slopes greater than 20 percent?

Yes ___ No ☒

If yes, please fill out a permit to disturb sensitive natural areas.

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3. FOLDED COPIES OF REQUIRED NUMBER OF DRAWINGS ARE SUBMITTED

The above information is complete and factually correct to the best of my knowledge:

Applicant's Signature _____

date _____

Owner's Signature _____

date _____

Application reviewed by: _____

Date: _____

617.20

Appendix B

Short Environmental Assessment Form

APR 05 2016

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Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information																		
Name of Action or Project: TORTORELLO SUBDIVISION, LOT LINE ADJUSTMENT																		
Project Location (describe, and attach a location map): 122 W. MAIN ST, MT. KISCO, N.Y. 69.80-2-19																		
Brief Description of Proposed Action: RELOCATE EXISTING LOT LINE BETWEEN ADJACENT PARCELS 19 AND 18 SIXTY FEET IN A NORTHERLY DIRECTION THEREBY CONVEYING ±0.22 ACRES FROM PARCEL 19 (TORTORELLO) TO PARCEL 18 (CHISHOLM)																		
Name of Applicant or Sponsor: FRANCIS M. TORTORELLO & BARBARA Z. TORTORELLO		Telephone: 914.575.8120 E-Mail: FM.TORTORELLO@HOTMAIL.COM																
Address: 4802 RIVER ROAD, PO BOX 520																		
City/PO: PT. PLEASANT		State: PA	Zip Code: 18950-0520															
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO</td> <td style="width: 50%;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>											
NO	YES																	
<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: WESTCHESTER COUNTY DEPARTMENT OF HEALTH			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO</td> <td style="width: 50%;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
NO	YES																	
<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
3.a. Total acreage of the site of the proposed action?		1.48 acres																
b. Total acreage to be physically disturbed?		0 acres																
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.48 acres																
4. Check all land uses that occur on, adjoining and near the proposed action.																		
<table style="width: 100%;"> <tr> <td><input type="checkbox"/> Urban</td> <td><input type="checkbox"/> Rural (non-agriculture)</td> <td><input type="checkbox"/> Industrial</td> <td><input type="checkbox"/> Commercial</td> <td><input checked="" type="checkbox"/> Residential (suburban)</td> </tr> <tr> <td><input type="checkbox"/> Forest</td> <td><input type="checkbox"/> Agriculture</td> <td><input type="checkbox"/> Aquatic</td> <td colspan="2"><input type="checkbox"/> Other (specify): _____</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Parkland</td> </tr> </table>				<input type="checkbox"/> Urban	<input type="checkbox"/> Rural (non-agriculture)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential (suburban)	<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Aquatic	<input type="checkbox"/> Other (specify): _____		<input type="checkbox"/> Parkland				
<input type="checkbox"/> Urban	<input type="checkbox"/> Rural (non-agriculture)	<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Residential (suburban)														
<input type="checkbox"/> Forest	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Aquatic	<input type="checkbox"/> Other (specify): _____															
<input type="checkbox"/> Parkland																		

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: BARBARA Z. TORTORELLO Date: 3/31/16

Signature: Francis M. Tortorello Barbara Z. Tortorello

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<div> <div>Name of Lead Agency</div> <div>Date</div> </div>	
<div> <div>Print or Type Name of Responsible Officer in Lead Agency</div> <div>Title of Responsible Officer</div> </div>	
<div> <div>Signature of Responsible Officer in Lead Agency</div> <div>Signature of Preparer (if different from Responsible Officer)</div> </div>	

PRINT

RESET

PUBLIC NOTICE

Please Take Notice that in accordance with Section 94-7 of the Village of Mount Kisco Subdivision Regulations, the Planning Board of the Village of Mount Kisco will hold a public hearing on April 26, 2016 at 7:30 PM, or as soon thereafter as possible, in the Frank J. DiMicco, Sr. room located within Village Hall, 104 Main Street, Mount Kisco, New York to receive public comment on an application involving a lot line adjustment between two (2) parcels of land. The subject property consists of two (2) parcels of land located within the RS-9 Zoning District and identified as Sheet 69.80, Block 2, Lots 18 and 19 of the Village Tax Maps. Tax Lot 19 is currently owned by Francis and Barbara Tortorello, is comprised of ± 1.071 acres of land, is accessed from West Main Street, and is developed with a single-family residence, driveway and garage. Tax Lot 18 is currently owned by Mary Chisholm, is comprised of ± 0.41 acres, contains a single-family residence, driveway and septic system and is accessed from South Croton Avenue. The application involves the conveyance of ± 0.22 acres of land from Lot 19 to Lot 18. As a result of the proposed action, Lot 19 will consist of ± 0.851 acres and Lot 18 will consist of ± 0.630 acres.

All interested parties are invited to attend and be heard. Written comments will also be received.

By order of:

Chairman Joseph Cosentino
Mount Kisco Planning Board

AFFIDAVIT OF MAILING

Village/Town of Mount Kisco
Planning Board

APR 11 2016

RECEIVED

STATE OF ~~NEW YORK~~ PA

}

}SS.:

COUNTY OF ~~WESTCHESTER~~
BUCKS

}

FRANCIS M. TORTORELLO being duly sworn, deposes and says:

I reside at 4802 RIVER RD, PT. PLEASANT, PA 18950-0520

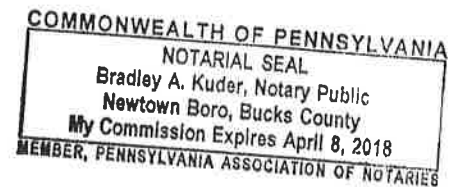
On APRIL 7, 2016 I served a notice of hearing, a copy of which is attached hereto and labeled Exhibit A, upon persons whose names are listed in a schedule of property owners within 300 feet of the subject property identified in this notice. A copy of this schedule of property owners' names is attached 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~~ BUCKS

Francis M. Tortorello

Sworn to before me on this

8th day of April 2016

Bradley A. Kuder
(Notary Public)



PROPPRINTKE	OWNERNAME	c/o or Attention to	PROPADD.	PROPCITY
69.71-4-7	Nikitiadis, Nectarios G		16 Croton Ave	Mount Kisco NY 10549
69.71-4-8	Ferro Andrew		8 Croton Ave	Mount Kisco NY 10549
69.71-4-9	Schechter, Jay H		153 W Main St	Mount Kisco NY 10549
69.71-4-10	Santini, Bruno		153 W Main St	Mount Kisco NY 10549
69.72-5-4	Lada, Michele A		22 Sands St	Mount Kisco NY 10549
69.72-5-5	Maddock, Catherine	Att: Gail Haddad	14 Sands St	Mount Kisco NY 10549
69.72-5-6	Gurbacki Edward F		111 W Main St	Mount Kisco NY 10549
69.72-5-7.1	Greve, Ronald S		133 W Main St	Mount Kisco NY 10549
69.72-5-7.2	Steffen Jennifer		2 Boltusrol Ct	Cortlandt Manor NY 10567
69.79-7-4	Whelan, Dominic J		25 Parkview Pl	Mount Kisco NY 10549
69.79-7-5	Whelan, Dominic J		25 Parkview Pl	Mount Kisco NY 10549
69.79-7-6	Luppino, Giuseppe		33 Parkview Pl	Mount Kisco NY 10549
69.79-7-7	Tharwani, Bharti	c/o Bharti Tharwani	140 W 57th St	New York NY 10019
69.80-1-1	Powell, Darius		150 W Main St	Mount Kisco NY 10549
69.80-1-2.1	Mohammad Hussain		28 S Croton Ave	Mount Kisco NY 10549
69.80-1-2.2	Rendon Fernando		24 S Croton Ave	Mount Kisco NY 10549
69.80-2-1	Gammarati, Anthony		120 W Main St	Mount Kisco NY 10549
69.80-2-2	Sriram Arvind		6 Marion Ave	Mount Kisco NY 10549
69.80-2-3	Meaney, James F		16 Marion Ave	Mount Kisco NY 10549
69.80-2-4	Luppino Polsia		22 Marion Ave	Mount Kisco NY 10549
69.80-2-5	Vetare, Ferdinand C		28 Marion Ave	Mount Kisco NY 10549
69.80-2-6	Townsend William		34 Marion Ave	Mount Kisco NY 10549
69.80-2-7	Cattanach Gregor		38 Marion Ave	Mount Kisco NY 10549
69.80-2-8	St. Germain Lisa		40 Marion Ave	Mount Kisco NY 10549
69.80-2-9	Getman Jeffrey		42 Marion Ave	Mount Kisco NY 10549
69.80-2-10	Chavels, Luba M		52 Marion Ave	Mount Kisco NY 10549
69.80-2-11	Callahan Michael J		54 Marion Ave	Mount Kisco NY 10549
69.80-2-12	Morgan John P		56 Marion Ave	Mount Kisco NY 10549
69.80-2-14	Cerwinski Alice		122 Manchester Dr	Mount Kisco NY 10549
69.80-2-15	Palaia Vincent J		925 Saw Mill River	Yonkers NY 10710
69.80-2-16	Village of Mount Kisco	Re: 33 S Croton Av	104 Main St	Mount Kisco NY 10549
69.80-2-17	Gambill Melissa J		29 S Croton Ave	Mount Kisco NY 10549
69.80-2-18	Chisholm, Mary F		25 S Croton Ave	Mount Kisco NY 10549
69.80-2-19	Tortorello, Francis M	PO Box 520		Point Pleasant PA 189
69.80-2-20	Mango, Joseph		130 W Main St	Mount Kisco NY 10549
69.80-3-1	Paboojian-Farmer, Susan		100 W Main St	Mount Kisco NY 10549
69.80-3-13	Campbell, Edward C		49 Marion Ave	Mount Kisco NY 10549
69.80-3-14	Gallagher, Michael C		43 Marion Ave	Mount Kisco NY 10549
69.80-3-15	Diegues Oscar A		37 Marion Ave	Mount Kisco NY 10549
69.80-3-16	Smith Thomas J		33 Marion Ave	Mount Kisco NY 10549
69.80-3-17	Dannenbring Robert Gareld		29 Marion Ave	Mount Kisco NY 10549
69.80-3-18	Hunter, Robert A		15 Marion Ave	Mount Kisco NY 10549
69.80-3-19	Sposato Leonard		11 Marion Ave	Mount Kisco NY 10549
80.23-6-1	Westchester Planning Dept. Att: Co. Planner		148 Martine Av, 4	White Plains NY 10601

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

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 15th day of April 2016, 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

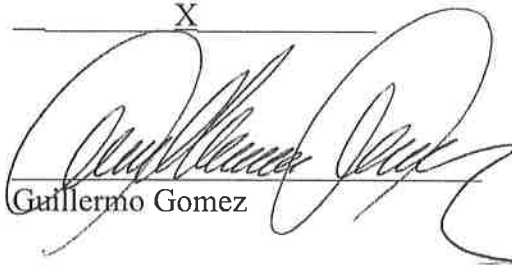
_____X_____

Carpenter Avenue Community House
200 Carpenter Avenue

_____X_____

Leonard Park Multi Purpose Bldg

_____X_____


Guillermo Gomez

Sworn to before me this 15 day of April 2016

Michelle K. Lailer
Notary Public

MICHELLE K. LAILER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6313298
Qualified in Westchester County
My Commission Expires October 20, 2018

**AFFIDAVIT OF PUBLICATION
FROM**



Village/Town of Mount Kisco
Planning Board

APR 23 2016

RECEIVED

CECILIA SCHWARTZ

being duly sworn says that he/she is the principal clerk of **THE JOURNAL**

NEWS, a newspaper published in the County of Westchester and the State of New York, and the notice of which the

annexed is a printed copy, was published in the newspaper area(s) on the date (s) below:

Zone:
Westchester

Run Dates:
04/08/16

Cecilia Schwartz
Signature

Sworn to before me, this 13th day of April, 2016

Vilma Avelar
Notary Signature

Vilma Avelar
Notary Public State of New York
NO. 01AV6318411
Qualified in Westchester County
Commission Expires January 26, 2019

Legend:

WESTCHESTER:

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

ROCKLAND:

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

Ad Number: 0001181225

PUBLIC NOTICE

Please Take Notice that in accordance with Section 94-7 of the Village of Mount Kisco Subdivision Regulations, the Planning Board of the Village of Mount Kisco will hold a public hearing on April 26, 2016 at 7:30 PM, or as soon thereafter as possible, in the Frank J. DiMicco, Sr. room located within Village Hall, 104 Main Street, Mount Kisco, New York to receive public comment on an application involving a lot line adjustment between two (2) parcels of land. The subject property consists of two (2) parcels of land located within the RS-9 Zoning District and identified as Sheet 69.80, Block 2, Lots 18 and 19 of the Village Tax Maps. Tax Lot 19 is currently owned by Francis and Barbara Tortorello, is comprised of ± 1.071 acres of land, is accessed from West Main Street, and is developed with a single-family residence, driveway and garage. Tax Lot 18 is currently owned by Mary Chisholm, is comprised of ± 0.41 acres, contains a single-family residence, driveway and septic system and is accessed from South Croton Avenue. The application involves the conveyance of ± 0.22 acres of land from Lot 19 to Lot 18. As a result of the proposed action, Lot 19 will consist of ± 0.851 acres and Lot 18 will consist of ± 0.630 acres.

All interested parties are invited to attend and be heard. Written comments will also be received.

By order of:

Chairman Joseph Cosentino
Mount Kisco Planning Board

1181225

Village/Town of Mount Kisco
Planning Board

APR 20 2016

RECEIVED

LEX TERRAE, LTD., 331 Madison Avenue, New York, NY 10017 (212) 599-1300

Village/Town of Mount Kisco
Planning Board

APR 05 2016

TITLE NO. 4368-CP-394

RECEIVED

EXCEPTION NO. 5 CONTINUED:

ROSA M. FREUND

DATED: APRIL 15, 1946

--TO--

REC'D: APRIL 16, 1946

FREDERICK A. FREUND

LIBER: 4368, CP. 394

WHEREAS parties hereto are owners of adjacent properties on south side of West Main Street, Mount Kisco, New York.

The party of the first part grants, bargains and sells to the party of the second part his heirs, legal representatives and assigns the following:

A right of way for purposes of ingress and egress in, over and upon all that parcel of land situate in the Village of Mount Kisco, bounded and described as follows:

BEGINNING at a point on the southerly side of West Main Street at the northeast corner of property of the party of the second part;

THENCE RUNNING along the easterly side of property of the party of the second part, South 5 degrees 55 minutes West 139.35 feet to a corner;

THENCE through property of the party of the first part, South 87 degrees 35 minutes East 12.35 feet and North 5 degrees 55 minutes East 139.35 feet to the southerly side of West Main Street, North 87 degrees 35 minutes West 12.35 feet to the point or place of BEGINNING.

LEX TERRAE, LTD., 331 Madison Avenue, New York, NY 10017 (212) 599-1300

TITLE NO. W217674

EXCEPTION NO. 5:

ROSA M. FREUND

DATED: APRIL 16, 1946

--TO--

REC'D: APRIL 16, 1946

MILDRED ELMAN

LIBER 4368, CP. 396

The party of the second part, for himself, his heirs, legal representatives and assigns, covenants and agrees that no buildings or other structures shall be erected upon the following described part of Parcel 1 above described.

BEGINNING at a point on the southerly side of West Main Street at the northeasterly corner of premises of Fred A. Freund;

THENCE Southerly along the easterly line of the property of Fred A. Freund, 139.35 feet;

THENCE Easterly and parallel with the southerly side of West Main Street, a distance of 75 feet;

THENCE Northerly and parallel with the first course herein to the southerly side of West Main Street;

THENCE Westerly along the southerly side of West Main Street, 75 feet to the point or place of BEGINNING.

MILDRED ELMAN

DATED: JANUARY 28, 1947

--TO--

REC'D: FEBRUARY 1, 1947

DOMINICK LAREGINA

LIBER: 4488, CP. 101

SAME COVENANTS AND RESTRICTIONS AS IN LIBER 4368 CP. 396

DEED

THIS INDENTURE, made the 10th day of April, 2000
BETWEEN

Ernest B. Gilman and Lois Gilman, residing at 25 South
Croton Avenue, Mt. Kisco, New York 10549

party of the first part, and

Mary^{F.} Chisholm, M.D. residing at 185 East 80th Street
Apt. 3E, New York, New York 10021

party of the second part,

WITNESSETH that the party of the first part, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, and the heirs or successors and assigns of the party of the second part, forever:

ALL that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Town of Mount Kisco, County of Westchester and State of New York, more particularly described in Schedule "A" attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the premises have been encumbered in any way whatever, except as aforesaid. **AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS THEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN WITNESS WHEREOF

Ernest B. Gilman, Esq.
Lois Gilman, Esq.
Mary C. Neary, Esq.
Attorney-in-Fact

Lois Gilman by
Mary C. Neary, Attorney-in-Fact
Lois Gilman by
Mary C. Neary, Esq.
Attorney-in-Fact

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 10th day of April, 2000, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared **Mary C. Neary** personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual acted and executed the same.

Joan M. Gallagher
Notary Public, State of New York
No. 01GA6024773
Qualified in Westchester County
Commission Expires May 17, 2001

Joan M. Gallagher
Notary Public

BARGAIN AND SALE DEED
With Covenant Against Grantors Acts
Title No.

SECTION 69.80

BLOCK 2

ERNEST B. GILMAN and LOIS GILMAN

LOT 18

TO

TOWN Mt. Kisco

MARY CHISHOLM, M.D.

PAL 15928

PREMIER ABSTRACT, LTD.

Routes 100 & 202
Somers, N.Y. 10589
(914) 276-3040
Fax (914) 276-2429

RETURN BY MAIL TO:

Daniel P. Zwerner Esq.
~~Rte. 202~~ 352 Rt 100 ~ 202
Somers, New York 10589

Reserve this space for use of Recording Office.

Control Number
401340204WIID Number
2000134-000047Instrument Type
DED

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 4

TOTAL PAGES 4

RECORDING FEES

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$52.00

TRANSFER TAXES

CONSIDERATION	\$305,000.00
TAX PAID	\$1,220.00
TRANSFER TAX #	18003

RECORDING DATE 05/23/2000
 TIME 17:50:00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER
 DWELLING

THE PROPERTY IS SITUATED IN
 WESTCHESTER COUNTY, NEW YORK IN THE:
 TOWN OF MT. KISCO

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
 WESTCHETSER COUNTY CLERK

Record & Return to:
DANIEL P ZWENER
352 RTE 100-202

SOMERS, NY 10589

Village/Town of Mount Kisco
Planning Board

THIS INDENTURE, made the 15 day of December, 2011

BETWEEN

APR 05 2016

RECEIVED

FRANCIS M. TORTORELLO and BARBARA Z. TORTORELLO, residing at 122 West Main Street, Mount Kisco, NY 10549, Tenants By the Entirety, party of the first part, and

FRANCIS M. TORTORELLO and BARBARA Z. TORTORELLO, residing at 122 West Main Street, Mount Kisco, NY 10549, as Tenants in Common, party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village/Town of Mount Kisco, County of Westchester, State of New York, commonly known as 122 West Main Street, Mount Kisco, New York, designated on the tax map of the Village/Town of Mount Kisco as Section 80.69 Block 2 Lot 19, and being more particularly described on SCHEDULE A annexed hereto.

Being and intended to be the same premises conveyed by Deed dated August 15, 1990 and recorded August 31, 1990 in the office of the Westchester County Clerk, Division of Land Records in Liber 9881 at Page 301.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever. AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Francis M. Tortorello


Barbara Z. Tortorello

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Westchester

ss:

State of New York, County of

ss:

On the 15 day of December in the year 2011
before me, the undersigned, personally appeared

On the day of in the year
before me, the undersigned, personally appeared

Francis M. Tortorello and Barbara Z. Tortorello, 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.

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, State of New York
No. 02-A4760330
Qualified in Westchester County
Commission Expires 09/30/2014

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year

before me, the undersigned, 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, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

BARGAIN & SALE DEED
WITH COVENANTS AGAINST GRANTORS' ACTS

Title No. _____

FRANCIS M. TORTORELLO AND BARBARA Z. TORTORELLO

TO

FRANCIS M. TORTORELLO AND BARBARA Z. TORTORELLO

SECTION: 80.09 69.80
BLOCK: 2
LOT: 19
COUNTY OR TOWN: Westchester/Mt. Kisco
STREET ADDRESS: 70 West Main Street

RECORD AND RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

MARK F. FARRELL, ESQ.
84 SMITH AVENUE
MOUNT KISCO, NY 10549

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A - DESCRIPTION

ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Mount Kisco, Town of Mount Kisco, County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of West Main Street where the same is intersected by the dividing line between premises herein described and land now or formerly of Dominick LaRegina, said point of beginning being distant 174.91 feet as measured in a westerly direction along the said southerly side of West Main Street from the corner formed by the intersection of the said southerly side of West Main Street with the westerly side of Marion Avenue;

RUNNING THENCE from said point of beginning along the westerly boundary line of lands now or formerly of said Dominick LaRegina, South 9 degrees 45 minutes 20 seconds West 254.88 feet to land now or formerly of one McCauley;

RUNNING THENCE along the northerly boundary line of land now or formerly of said McCauley, North 74 degrees West 10 feet to a corner;

RUNNING THENCE along the westerly boundary line of land now or formerly of said McCauley, South 16 degrees West 100 feet to land now or formerly of W. Smith;

RUNNING THENCE along the northerly boundary line of land now or formerly of W. Smith, North 74 degrees West 30 feet to a corner;

RUNNING THENCE along the westerly boundary line of land now or formerly of W. Smith, South 16 degrees West 71.88 feet to land now or formerly of R. Regan;

RUNNING THENCE along the northerly boundary line of land now or formerly of R. Regan, North 76 degrees 42 minutes 20 seconds West 158.55 feet to the easterly side of South Croton Avenue;

RUNNING THENCE along the said easterly side of South Croton Avenue, North 13 degrees 32 minutes 40 seconds East 176.62 feet to a corner;

RUNNING THENCE along the southerly side of South Croton Avenue and continuing along the southerly and easterly boundary lines of land now or formerly of F. Freund, the following courses and distances:

South 69 degrees 52 minutes East 100.02 feet;

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document



513363344DED001W

Westchester County Recording & Endorsement Page

Submitter Information

Name: Mark F. Farrell, Esq. Phone: 914-666-4000
Address 1: 84 Smith Avenue Fax: 914-666-0556
Address 2: Email: farrellesq@gmail.com
City/State/Zip: Mt. Kisco NY 10549 Reference for Submitter: Tortorello 122 West Main

Document Details

Control Number: 513363344 Document Type: Deed (DED)
Package ID: 2011120200132001001 Document Page Count: 3 Total Page Count: 4

Parties

1st PARTY 2nd PARTY
1: TORTORELLO FRANCES M - Individual 1: TORTORELLO FRANCIS M - Individual
2: TORTORELLO BARBARA Z - Individual 2: TORTORELLO BARBARA Z - Individual

Property

Street Address: 122 WEST MAIN STREET Tax Designation: 69.80-2-19
City/Town: MOUNT KISCO Village:

Cross-References

1: 2: 3: 4: Additional Cross-Refs on Continuation page

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$20.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$125.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: \$190.00

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 37403

Mortgage Taxes

Document Date:
Mortgage Amount:
Basic: \$0.00
W. stchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: \$0.00

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/24/2012 at 12:05 PM
Control Number: 513363344
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Mark F. Farrell, Esq.
84 Smith Avenue

Mt. Kisco, NY 10549
Attn: Mark Farrell

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 15th day of August, nineteen hundred and ninety,
BETWEEN

WILLIAM H. MERLINO and MARGARET M. MERLINO, his wife, both
residing at 122 West Main Street, Mount Kisco, New York 10549,

party of the first part, and FRANCIS M. TORTORELLO and BARBARA Z. TORTORELLO,
his wife, both residing at 97 Willow Avenue, Larchmont, New York
10538,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED

TAX MAP
DESIGNATION

Dist

cm

ft

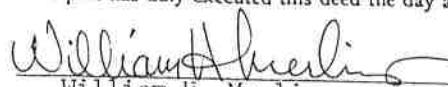
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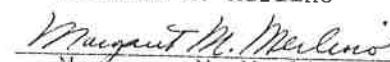
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


William H. Merlino


Margaret M. Merlino

STATE OF NEW YORK, COUNTY OF WESTCHESTER

On the 15th day of August 19 90 before me personally came WILLIAM H. MERLINO and MARGARET M. MERLINO, his wife

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Vincent T. Cerbone

VINCENT T. CERBONE
NOTARY PUBLIC, State of New York
No. 60-0607376
Qualified in Westchester County
Commission Expires February 20, 1992

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. W 214913

WILLIAM H. MERLINO and
MARGARET M. MERLINO

TO

FRANCIS M. TORTORELLO and
BARBARA Z. TORTORELLO

Leo Terrae, Ltd.

381 Madison Avenue
New York, N.Y. 10017
(212) 599-1300

Sheet 80

SECTION 69

BLOCK 2

LOT 19

~~XXXXXXXXXXXX~~ V/T of Mount Kisco

STREET ADDRESS 122 West Main Street

TAX BILLING ADDRESS

RETURN BY MAIL TO:

ROBERT BLUMENSON, ESQ.
475 Fifth Avenue
Suite 1707
New York, N.Y. 10017

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFF:

775201
TITLE NO. W214913

SCHEDULE A - DESCRIPTION

ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Mount Kisco, Town of New Castle, County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of West Main Street where the same is intersected by the dividing line between premises herein described and land now or formerly of Dominick LaRegina, said point of beginning being distant 174.91 feet as measured in a westerly direction along the said southerly side of West Main Street from the corner formed by the intersection of the said southerly side of West Main Street with the westerly side of Marion Avenue;

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RUNNING THENCE along the northerly boundary line of land now or formerly of said McCauley, North 74 degrees West 10 feet to a corner;

RUNNING THENCE along the westerly boundary line of land now or formerly of said McCauley, South 16 degrees West 100 feet to land now or formerly of W. Smith;

RUNNING THENCE along the northerly boundary line of land now or formerly of W. Smith, North 74 degrees West 30 feet to a corner;

RUNNING THENCE along the westerly boundary line of land now or formerly of W. Smith, South 16 degrees West 71.88 feet to land now or formerly of R. Regan;

RUNNING THENCE along the northerly boundary line of land now or formerly of R. Regan, North 76 degrees 42 minutes 20 seconds West 158.55 feet to the easterly side of South Croton Avenue;

RUNNING THENCE along the said easterly side of South Croton Avenue, North 13 degrees 32 minutes 40 seconds East 176.62 feet to a corner;

RUNNING THENCE along the southerly side of South Croton Avenue and continuing along the southerly and easterly boundary lines of land now or formerly of F. Freund, the following courses and distances:

South 69 degrees 52 minutes East 100.02 feet;

SCHEDULE A - CONTINUED PAGE 2--

North 37 degrees 39 minutes East 119.85 feet and North 5 degrees 55 minutes East 139.35 feet to the said southerly side of West Main Street;

RUNNING THENCE along the said southerly side of West Main Street, South 87 degrees 35 minutes East 46.55 feet and North 89 degrees 31 minutes East 14 feet to the said westerly boundary line of land now or formerly of Dominick LaRegina at the point or place of BEGINNING.

Being the same persons who were grantees in a certain Deed dated July 24, 1967 and recorded on July 31, 1967, in the Westchester County Clerk's Office, Division of Land Records, in Liber 6721, cp 213.



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

LIBER 0001 PAGE 000

ADDITIONAL COMMENTS

RECORD AND RETURN

TITLE COMPANY NUMBER

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT

DED
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, N.Y. IN
THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER

PAGE

STAT'Y CHARGE

REC'ING CHARGE

REC. MGT. FUND

CROSS REFERENCE

CERT/RECEIPT

TOTAL

\$

CONSIDERATION

RECEIVED

\$

REAL ESTATE
TRANSFER TAX
WESTCHESTER COUNTY

MORTGE. DATE

MORTGE. AMOUNT

EXEMPT YES NO
REC'D TAX ON ABOVE MTGE:

BASIC

ADDTL

SUBTOTAL

SPECIAL

TOTAL

SERIAL No.

DWELLING: ☐ 1-6 ☐ OVER

☐ DUAL TOWN
☐ DUAL COUNTY/STATE

☐ HELD
☐ NOT HELD

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

TERMINAL No. 40-203004 DATE RETURNED SEP 18 1990

EXAMINED BY
WITNESS MY HAND AND OFFICIAL SEAL

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

000090000 06/21/90CPA/IK
12:55

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH
THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT.
QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR
REPRESENTATIVE OR ATTORNEY.

DRAFT

PLANNING BOARD RESOLUTION VILLAGE OF MOUNT KISCO

Village/Town of Mount Kisco
Planning Board

APR 21 2016

RECEIVED

PRELIMINARY SUBDIVISION PLAT APPROVAL

369 LEXINGTON AVENUE

Section 80.48, Block 4, Lots 13, 16 and 17
Application No: PB2015-00300

April 26, 2016

WHEREAS, the subject property consists of three (3) tax lots totaling ± 1.6 acres of land fronting on Lexington Avenue and West Street. Tax Lot 16 and 17 are located off of Lexington Avenue and are located within the CL Zoning District; Tax Lot 13 fronts on West Street and is located within the RT-6 Zone ("the subject property"); and

WHEREAS, the subject property is owned by Mt. Kisco Supply Company, Inc. and is identified on the Village/Town tax rolls as Section 80.48, Block 4, Lots 13, 16 and 17; and

WHEREAS, Tax Lot 16 contains an existing nonconforming two-family residence, detached garage, and an asphalt parking area, all accessed off of Lexington Avenue; and

WHEREAS, Tax Lot 17 contains a $\pm 20,500$ s.f. commercial building, which is currently occupied by a hardware store (Mt. Kisco Supply), a plumbing, kitchen, bathroom and appliance store (Ferguson), and an unoccupied storage/warehouse space; Tax Lot 17 also contains an asphalt driveway off of Lexington Avenue which provides access to an existing asphalt parking area located to the north and east of the building; and

WHEREAS, Tax Lot 13, located within the RT-6 Zoning District, contains an existing nonconforming parking area, which is accessed via the driveway serving Tax Lot 17; and

WHEREAS, the proposed action includes the following, hereafter collectively referred to as "the proposed action":

1. Removal of the nonconforming two-family residence and detached garage on Tax Lot 16; and
2. Removal of the nonconforming parking area on Tax Lot 13, located in the RT-6 Zone; and
3. The expansion of Ferguson's showroom space into its existing storage/warehouse area; and

4. The conversion of existing storage/warehouse space to storage/warehouse with an accessory office. Approximately 7,060 s.f. of space is proposed to be leased to a moving company known as "Two Men and a Truck", 6,272 s.f. of which will consist of storage and 788 s.f. of which will consist of an accessory office space; and
5. The subdivision of Tax Lot 13 into two (2) residential single-family lots, identified as Lots 13A and 13B on the proposed preliminary plat; and
6. The realignment of the common property line between Tax Lot 13 and Tax Lot 17; and
7. The realignment of the CL and RT-6 Zoning District boundary line so as to coincide with the proposed common property line between Tax Lot 13 and Tax Lot 17; and
8. The merger of Tax Lots 16 and 17; and
9. Related drainage, site restoration, parking, lighting, screening, and landscaping.

WHEREAS, the applicant has applied to the Planning Board for Subdivision Plat Approval, Site Plan Approval, a Wetland Permit and a Change of Use Permit; and

WHEREAS, the existing and proposed uses require a total of 39 off-street parking spaces; the proposed site plan illustrates a total of 40 parking spaces, not including 10 spaces devoted to fleet vehicle parking; and

WHEREAS, regarding the parking formula for Ferguson, the Planning Board has determined the proposed use to be unique and has developed the following parking formula for the Ferguson showroom space in accordance with Section 110-28K(2) of the Zoning Code; and

Ferguson Showroom: 1 space per 500 s.f. of gross floor area devoted to showroom space

WHEREAS, the subject property is located within the New York City East of Hudson Watershed and a portion of the site is located within the New York City Department of Environmental Protection (NYCDEP) Designated Main Street Area; and

WHEREAS, according to the applicant, no new impervious cover is proposed within the portion of the site located within the NYCDEP's Designated Main Street Area and, therefore, the proposed action does not require NYCDEP approval; and

WHEREAS, reference is made to memorandums issued by the Building Inspector dated August 21, 2015 and February 19, 2016; the Village Engineer dated May 6, 2015 and August 19, 2015; and the Village Planner dated May 6, 2015 and August 21, 2015; and

WHEREAS, reference is made to an existing conditions survey, prepared by H. Stanley Johnson and Company, entitled "Survey and Topographic Survey Prepared for Mt. Kisco Supply Co., Inc.", dated June 24, 2015; and

WHEREAS, reference is made to floors plans entitled "Proposed Tenant Layout for 369 Lexington Avenue, Mt. Kisco" (Sheets A1 – A3), prepared by Goewey & Demasi, AIA, dated July 20, 2015; and

WHEREAS, reference is made to the following site plans, prepared by Catizone Engineering, P.C., dated (last revised) December 1, 2015, unless otherwise noted:

- Demolition Plan (C1.1)
- Site Plan (C1.2), dated (last revised) January 26, 2016
- Grading, Utilities and Photometric Plan (C1.3)
- Erosion and Sediment Control Plan (C1.4)
- Landscape Plan (C1.5)
- Site Details (C1.6 – C1.8)

WHEREAS, the application has been referred to the Westchester County Planning Board in accordance with Section 239-m of the General Municipal Law; and

WHEREAS, the proposed action is an Unlisted Action, pursuant to the New York State Environmental Quality Review Act (SEQRA), 6 NYCRR Part 617 and a coordinated review was not conducted; and

WHEREAS, the applicant has submitted the Short Environmental Assessment Form (EAF), dated December 12, 2015; and

WHEREAS, the Planning Board has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c) and issued a Negative Declaration of Significance on April 12, 2016; and

WHEREAS, a duly noticed public hearing was opened and closed on April 26, 2016, at which time all interested parties were afforded an opportunity to be heard.

NOW THEREFORE BE IT RESOLVED THAT, the Planning Board of the Village of Mount Kisco hereby grants Preliminary Subdivision Plat Approval and approves the Preliminary Subdivision Plat entitled "Preliminary Subdivision of Property Prepared for Mt. Kisco Supply Co., Inc.", prepared by H. Stanley Johnson and Company, dated March 8, 2016, subject to the conditions specified below; and

BE IT FURTHER RESOLVED THAT, the below-listed conditions must be completed within six (6) months of the date of this Resolution. Should the below-listed conditions not be completed within the allotted time frame, this Resolution shall become null and void, unless an extension is requested in writing from the applicant within said six (6) month period and granted by the Planning Board.

Conditions of Preliminary Subdivision Plat Approval:

1. The applicant shall satisfactorily address any outstanding written comments provided by the Building Inspector, Village Attorney, Village Engineer, and/or Village Planner.
2. The applicant shall secure the following outside agency approvals, copies of all applicable permits/approvals shall be submitted:
 - a) Village of Mount Kisco Village Board Approval to amend the CL/RT-6 Zoning District Boundary Line.
 - b) All applicable area variances required from the Village of Mount Kisco Zoning Board of Appeals.
3. The bulk zoning tables provided on the site plan and preliminary subdivision plat are not consistent; these tables shall be revised, as necessary, and to the satisfaction of the Building Inspector.
4. A note shall be provided on the Final Subdivision Plat which restricts the future development of proposed Lots 13A and 13B to single-family detached homes only.
5. A note shall be provided on the Final Subdivision Plat and site plan which states that Tax Lots 16 and 17 will be merged.
6. A note shall be provided on the Final Subdivision Plat and site plan which states that the existing asphalt pavement and development coverage on proposed Lots 13A and 13B will be removed and that these lots will be maintained as lawn until developed in the future.
7. A note shall be provided on the Final Subdivision Plat and site plan which requires the proposed removals of all buildings and development coverage and restoration of these areas with landscaping, as specified on the site plan, prior to the issuance of any certificate of occupancy associated with the commercial building located on Tax Lot 17 or for the tenants located therein.
8. The Final Subdivision Plat shall be revised to illustrate certain improvements as shown on the site plan, to the satisfaction of the Village Engineer.
9. The Final Subdivision Plat shall make reference to the site plan set, by preparer, sheet name, and revision date.

10. A note shall be provided on the site plan that restricts the north parking lot to employees only; appropriate signage shall be identified and detailed on the site plan, to the satisfaction of the Building Inspector and Village Engineer.
11. The drawings submitted for site plan approval shall include landscaping/screening which provides suitable screening along the easterly boundary line so as to screen the parking area located on adjacent Tax Lot 80.48-4-14 (234 West Street) from Lexington Avenue. The plans shall also include proposed landscaping (shade trees and shrubs) within the proposed green space on Tax Lot 16. Similarly, the plans shall reflect suitable screening along the proposed common property line between the residential and commercial uses so as to screen the commercial building and parking lot from the proposed single-family homes.
12. All applicable application fees and fees associated with professional legal, engineering and planning consultation shall be paid for by the applicant.
13. The applicant shall satisfy all conditions contained herein and shall resubmit to the Planning Board for Final Subdivision Approval, Site Plan Approval, a Wetland Permit and a Change of Use Permit.

ADOPTION OF RESOLUTION

WHEREUPON, the Resolution herein was declared adopted by the Planning Board of the Village of Mount Kisco as follows:

The motion was moved by: _____

The motion was seconded by: _____

The vote was as follows:

JOSEPH COSENTINO	_____
ANTHONY STURNIOLO	_____
RALPH VIGLIOTTI	_____
DOUGLAS HERTZ	_____
ENRICO MARESCHI	_____
MICHAEL BONFORTE	_____
JOHN BAINLARDI	_____

Joseph Cosentino

April 26, 2016

Dolph Rotfeld Engineering, P.C.

MEMORANDUM

Village/Town of Mount Kisco
Planning Board

To: Joseph Cosentino, Planning Board Chairman

APR 21 2016

C: Edward W. Brancati, Village Manager
Planning Board Members
Peter Miley, Building Inspector
Whitney Singleton Esq., Village Attorney,
Jan K. Johannessen AICP, Village Planner
Michelle K. Lailer, Planning Secretary

RECEIVED

From: Anthony Oliveri, P.E.

Date: April 20, 2016

Re: Site Plan Review
369 Lexington Avenue
Village/Town of Mount Kisco

With regard to the above mentioned project, this office has reviewed the following plans and submittals:

- Subdivision Plat entitled: "Preliminary Subdivision of Property" prepared by H. Stanley Johnson and Company, last dated 3/8/2016;

Our comments are as follows:

1. Proposed site plan layout should be depicted on the preliminary plat, including the rerouting of the storm drain across proposed lot 13B, currently only the existing conditions are shown.

We will be happy to continue our review once additional information is provided.

Thank you,



**AFFIDAVIT OF PUBLICATION
FROM**



Village/Town of Mount Kisco
Planning Board

APR 21 2016
RECEIVED

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

Zone:
Westchester

Run Dates:
04/08/16

Signature

Sworn to before me, this 21 day of April 2016

Notary Signature



Legend:

WESTCHESTER:

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

ROCKLAND:

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

Ad Number: 0001179985

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Planning Board of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 26th day of April 2016 at the Municipal Building, Mount Kisco, New York, beginning at 7:30 PM pursuant to the Zoning Ordinance on the Application of Mount Kisco Supply Company, 369 Lexington Avenue, Mount Kisco, NY 10549 to allow for the application dated to permit the (1) removal of existing non-conforming two family residence and associated improvements, (2) Merging of two lots within the CL zoning district, (3) relocation of lot line between CL and RT-6 zoning districts, (4) subdivision resulting in two residential lots within the RT-6 zoning district and one (merged) lot within the CL zoning district, (5) adjustment of CL/RT-6 zoning district line (which currently bisects the existing building) to correlate with new lot line location (6) change of use/tenancy of approximately 7,060 sf from accessory warehouse to office with warehouse, (7) expansion of tenant showroom space into existing storage/warehouse resulting in 8,762sf of showroom area, (8) utilization of parking requirement for showroom of 1 space per 500sf (9) associated site improvements. The property involved is known as 369 Lexington Avenue and described on the Village Tax Map as Section 80.48 Block 4 Lot(s) 13,16 and 17 and is located on the east side of Lexington Avenue in the CL and RT-6 Zoning District(s). Said Application is being made to obtain an approval from Section(s) 94-5, 110-11, 110-19, 110-28 of the Code of the Village/Town of Mount Kisco.

Joseph Cosentino, Chair
Planning Board
Village/Town of Mount Kisco 1179985

APR 21 2016

RECEIVED

AFFIDAVIT OF MAILING

STATE OF NEW YORK

}

}SS.:

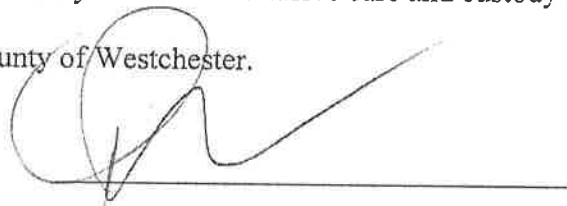
COUNTY OF WESTCHESTER

}

Pietro A. Catizone, P.E. being duly sworn, deposes and says:

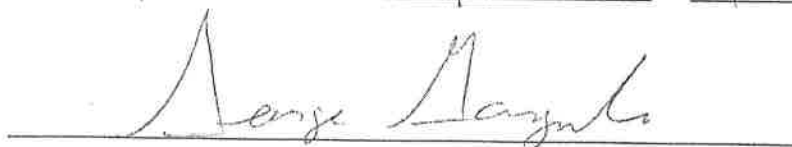
I reside at 9 Overlook Ter. Larchmont, NY 10538

On April 11 2016 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

11 day of April 2016



(Notary Public)

GEORGE GARGIULO
Notary Public, State of New York
Qualified in Westchester County
No. 01GA6317584
My Commission Expires 01-05-2019

Exhibit A

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Planning Board of the Village/Town of Mount Kisco, New York will hold a Public Hearing on the 26th day of April 2016 at the Municipal Building, Mount Kisco, New York, beginning at 7:30 PM pursuant to the Zoning Ordinance on the Application of Mount Kisco Supply Company, 369 Lexington Avenue, Mount Kisco, NY 10549 to allow for the application dated to permit the (1) removal of existing non-conforming two family residence and associated improvements, (2) Merging of two lots within the CL zoning district, (3) relocation of lot line between CL and RT-6 zoning districts, (4) subdivision resulting in two residential lots within the RT-6 zoning district and one (merged) lot within the CL zoning district, (5) adjustment of CL/RT-6 zoning district line (which currently bisects the existing building) to correlate with new lot line location (6) change of use/tenancy of approximately 7,060 sf from accessory warehouse to office with warehouse, (7) expansion of tenant showroom space into existing storage/warehouse resulting in 8,762sf of showroom area, (8) utilization of parking requirement for showroom of 1 space per 500sf (9) associated site improvements. The property involved is known as 369 Lexington Avenue and described on the Village Tax Map as Section 80.48 Block 4 Lot(s) 13,16 and 17 and is located on the east side of Lexington Avenue in the CL and RT-6 Zoning District(s). Said Application is being made to obtain an approval from Section(s) 94-5, 110-11, 110-19, 110-28 of the Code of the Village/Town of Mount Kisco.

Joseph Cosentino, Chair
Planning Board
Village/Town of Mount Kisco

Exhibit B

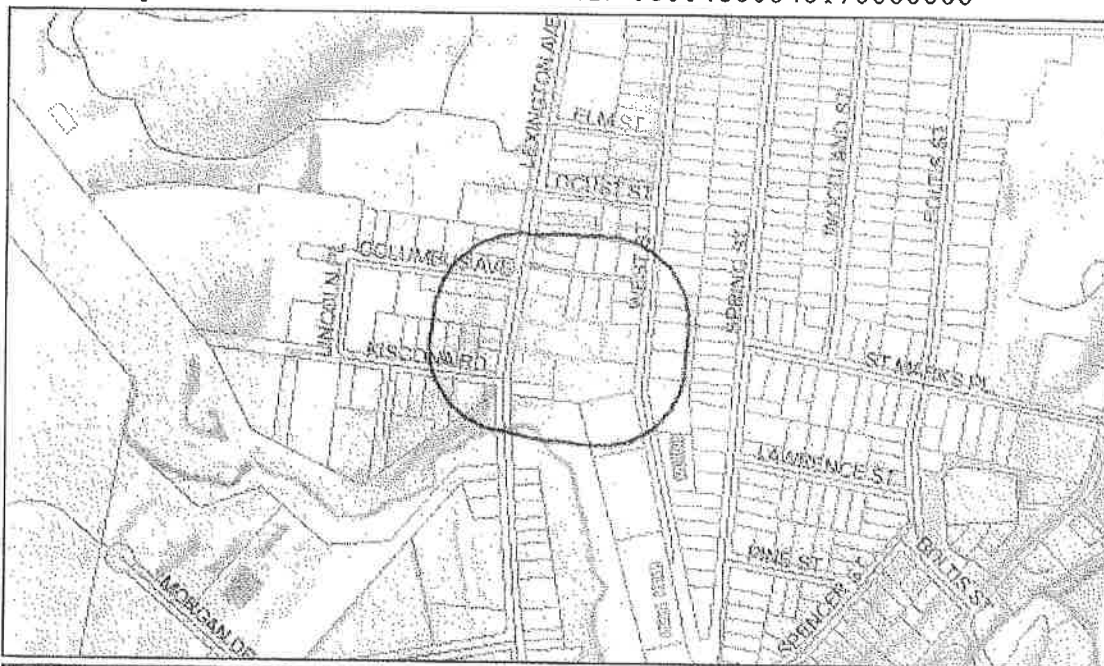


Tax Parcel Maps

Address: 369 Lexington Ave

Print Key: 80.48-4-17

SBL: 08004800040170000000



Disclaimer:

This tax parcel map is provided 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 the assessor's office of the municipality.

PROPPRINTKEY	OWNERNAME	C/O, Att to, or Re	MAIL ADDRESS	PROPCITY
80.48-1-4	Maurantonio Janet R		10 Francis Dr	Katonah, NY 10536
80.48-1-6	Lexington Avenue Realty, LLC,	c/o JSL Realty Group Inc.	328-A Lexington Ave	Mount Kisco NY 10549
80.48-1-7.1	J & J Realty of Westchester,	c/o JSL Realty Group Inc.	328 Lexington Ave	Mount Kisco NY 10549
80.48-1-9	Maurantonio Janet R		10 Francis Dr	Katonah, NY 10536
80.48-1-9.1	People Of The State of NY,	c/o Dir.,RE, West. Co	148 Martine Ave, 9 Fl	White Plains, NY 10601
80.48-3-22	Jefferson, Julia B		233 West St	Mount Kisco NY 10549
80.48-3-23	Claytor, Enos C		239 West St	Mount Kisco NY 10549
80.48-3-24.1	Rodgers, Andrew		225 West St	Mount Kisco NY 10549
80.48-3-24.2	D.I.M. 227, Inc.,		540 Main St	Mount Kisco NY 10549
80.48-3-25	Velardo, Giuseppe	Attn: Inder Singh	40 West St	Mount Kisco NY 10549
80.48-3-26	Hengst, Daniel E		211 West St	Mount Kisco NY 10549
80.48-4-1	Mt Kisco Glass Co Inc		333 Lexington Ave	Mount Kisco NY 10549
80.48-4-10	Lopez, Jeffrey		85 Manchester Dr	Mount Kisco NY 10549
80.48-4-11	Velardo, Giuseppe		40 West St	Mount Kisco NY 10549
80.48-4-12	Randazzo, Serafino		PO Box 292	Mount Kisco NY 10549
80.48-4-13	Mt Kisco Supply Co,		369 Lexington Ave	Mount Kisco NY 10549
80.48-4-14	244 West Street LLC	c/o Robert Pasquale	PO Box 189	Bedford Hills, NY 10507
80.48-4-15	Luppino, Antonio		779 Main St	Mount Kisco NY 10549
80.48-4-16	Mt Kisco Supply Co Inc,	c/o Robert Pasquale	369 Lexington Ave	Mount Kisco NY 10549
80.48-4-17	Mt Kisco Supply Co Inc,	c/o Robert Pasquale	369 Lexington Ave	Mount Kisco NY 10549
80.48-4-18	Thuesen, Christian Kent,	c/o Thuesen Mechanicals	345 Lexington Ave	Mount Kisco NY 10549
80.48-4-19	351 Lexington Av Corp,	c/o Henry's Delicatessen	351 Lexington Ave	Mount Kisco NY 10549
80.48-4-2	Mair Lovett		10 Locust St	Mount Kisco NY 10549
80.48-4-20	Conte Carmine		16 Wood Rd	Mount Kisco NY 10549
80.48-4-21	C & S Lexington Avenue Corp.		345 Lexington Ave	Mount Kisco NY 10549
80.48-4-22	Delgado Luis		341 Lexington Ave	Mount Kisco NY 10549
80.48-4-23	339 Lexington Avenue Mt Kisco		305 Spring St	Mount Kisco NY 10549
80.48-4-3.2	Lopez Veronica		208 West St	Mount Kisco NY 10549
80.48-4-4	Conte Bella Casa, LLC		110 Blackburn Ave	York, NE 68467
80.48-4-5	Conte Bella Casa, LLC		110 Blackburn Ave	York, NE 68467
80.48-4-6	Conte, Carmine		16 Wood Rd	Mount Kisco NY 10549
80.48-4-7	Village Of Mount Kisco	re: West St Ext (rd,hwy)	104 Main St	Mount Kisco NY 10549
80.48-4-8	James, Delroy		20 West St Ext	Mount Kisco NY 10549
80.48-4-9	Turns, Louise		16 West St Ext	Mount Kisco NY 10549
80.48-5-2	350 Lexington Ave Realty LLC		350 Lexington Ave	Mount Kisco NY 10549
80.48-5-3	Roger Case Rlty Corp,	Attn: Pedifix Inc.	281 Fields Ln	Brewster, NY 10509
80.48-5-3.1	People Of The State of NY,	c/o Dir.RE, West. Co.	148 Martine Ave, 9 Fl	White Plains, NY 10601
80.48-5-4	Lopez, Ramiro		85 Manchester Dr	Mount Kisco NY 10549
80.48-5-5	356 Lexington Avenue Corp,	c/o Piero Dippolito	128 Dorchester Rd	Yorktown Heights, NY 10598

80.48-5-6	Giardina, Anthony Jr	PO Box 158	Mount Kisco NY 10549
80.48-5-7	Marcos Mercedes	13 Kisco Rd	Mount Kisco NY 10549
80.48-5-8	Uden, John	19-A Kisco Rd	Mount Kisco NY 10549
80.48-5-9	CSMA, LLC	52 Driftwood Dr	Somers, NY 10589
80.55-1-2.2	Village of Mount Kisco	104 Main St	Mount Kisco NY 10549
80.56-2-4	Fede, Felice	64 Woodland St	Mount Kisco NY 10549
80.56-2-5	Ursino, Vittorio	12 Kisco Rd	Mount Kisco NY 10549
80.56-2-6	Cambareri, Carmelo	42 Woodland St	Mount Kisco NY 10549
80.56-3-2	Artista of Briarcliff Inc.	PO Box 4355	New York, NY 10163
80.56-4-1	The Gardens At Mt. Kisco Corp	PO Box 4355	New York, NY 10163
80.64-2-6	Village of Mount Kisco	104 Main St.	Mount Kisco NY 10549

re: 1 Lexington Ave

c/o Fortune Financial LLC
re: 634 Main St

Maurantonio Janet R 10 Francis Dr Katonah, NY 10536	Lexington Avenue Realty, LLC, c/o JSL Realty Group Inc. 328-A Lexington Ave Mount Kisco NY 10549	J & J Realty of Westchester, c/o JSL Realty Group Inc. 328 Lexington Ave Mount Kisco NY 10549
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Claytor, Enos C 239 West St Mount Kisco NY 10549	Rodgers, Andrew 225 West St Mount Kisco NY 10549	D.I.M. 227, Inc., Attn: Inder Singh 540 Main St Mount Kisco NY 10549
Velardo, Giuseppe 40 West St Mount Kisco NY 10549	Hengst, Daniel E 211 West St Mount Kisco NY 10549	Mt Kisco Glass Co Inc 333 Lexington Ave Mount Kisco NY 10549
Lopez, Jeffrey 85 Manchester Dr Mount Kisco NY 10549	Velardo, Giuseppe 40 West St Mount Kisco NY 10549	Randazzo, Serafino PO Box 292 Mount Kisco NY 10549
Mt Kisco Supply Co, c/o Robert Pasquale 369 Lexington Ave Mount Kisco NY 10549	244 West Street LLC PO Box 189 Bedford Hills, NY 10507	Luppino, Antonio 779 Main St Mount Kisco NY 10549
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Mt Kisco Supply Co Inc, c/o Robert Pasquale 369 Lexington Ave Mount Kisco NY 10549	Mair Lovett 10 Locust St Mount Kisco NY 10549	Conte Carmine 16 Wood Rd Mount Kisco NY 10549
C & S Lexington Avenue Corp. 345 Lexington Ave Mount Kisco NY 10549	Delgado Luis 341 Lexington Ave Mount Kisco NY 10549	339 Lexington Avenue Mt Kisco 305 Spring St Mount Kisco NY 10549
Lopez Veronica 208 West St Mount Kisco NY 10549	Conte Bella Casa, LLC 110 Blackburn Ave York, NE 68467	Conte Bella Casa, LLC 110 Blackburn Ave York, NE 68467

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

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 11th day of April 2016, 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

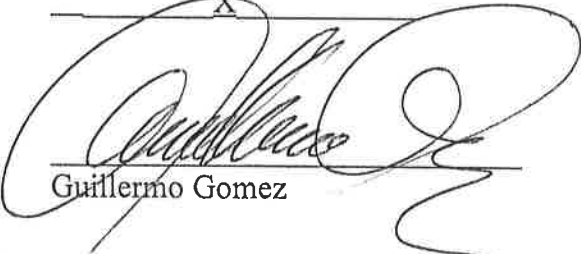
_____X_____

Carpenter Avenue Community House
200 Carpenter Avenue

_____X_____

Leonard Park Multi Purpose Bldg

_____X_____


Guillermo Gomez

Sworn to before me this 11 day of April 2016

Michelle K. Lailer
Notary Public

MICHELLE K. LAILER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6313298
Qualified In Westchester County
My Commission Expires October 20, 2018



VILLAGE/TOWN OF MOUNT KISCO
WESTCHESTER COUNTY, NEW YORK

104 Main Street
Mount Kisco, New York 10549-0150

Telephone
(914) 241-0500

MEMORANDUM

TO: Chairman Cosentino and Members of the Planning Board

FROM: Peter Miley, Building Inspector *pm*

SUBJECT: HVA Realty, LLC
299 Kisco Avenue, Property ID #69.49-2-1

DATE: April 19, 2016

The applicant is applying for Formal Amended Site Plan to install pervious pavement to replace existing gravel.

At this time the applicant has addressed all comments from the Building Department.


/mkl

MEMORANDUM

Village/Town of Mount Kisco
Planning Board

TO: Honorable Joseph Cosentino and
Members of the Mount Kisco Planning Board

CC: Michelle Lailer
Whitney Singleton, Esq.
Anthony Oliveri, P.E.
Peter Miley

FROM: Jan K. Johannessen, AICP 
Village Planner

DATE: April 20, 2016

RE: Amended Site Plan
HVA Realty, LLC
299 Kisco Avenue
Section 69.44, Block 2, Lot 1

APR 21 2016

RECEIVED

Project Description

The subject property consists of ± 1.6 acres, is located at 299 Kisco Avenue within the General Commercial (GC) Zoning District, and currently contains an automobile dealership. The applicant has submitted an application to pave the existing gravel vehicle storage area with pervious pavement which necessitates an amendment to the previously approved site plan.

SEQRA

The proposed action is an Unlisted Action under the State Environmental Quality Review Act (SEQRA) and a coordinated review is not required. Prior to taking action on this pending application, the Planning Board must first issue a Determination of Significance.

EAF Comments - Complete

Plan Comments

1. The applicant has satisfactorily addressed the majority of the comments contained within our March 16, 2016 comment memorandum.
2. It is recommended that the lighting plan be revised to demonstrate compliance with the Village's exterior lighting requirements. It is recommended that a table be added to the plan which compares the existing/proposed condition to the lighting requirements outlined under Chapter 110-32C(4) and (5) of the Village Zoning Code.
3. What is the purpose/use of the existing metal container located in the northeast corner of the subject property? Is the container proposed to be removed? If so, the plan should be revised to note its removal.

In order to expedite the review of subsequent submissions, the applicant should provide annotated responses to each of the comments outlined herein.

Plans Reviewed, prepared by Langan Engineering and dated April 5, 2016:

- Site Plan (CS101)
- Existing Conditions & Site Removals Plan (EX101)
- Existing Conditions Lighting Plan (LL101)
- Details (CS501)

Documents Reviewed:

- Letter, prepared by Langan Engineering, dated April 5, 2016
- Planning Board Application for Permits to Disturb Sensitive Natural Areas
- Short Environmental Assessment Form, dated March 1, 2016
- Stormwater Pollution Prevention Plan, dated April 2016

JKJ/dc

Dolph Rotfeld Engineering, P.C.

Village/Town of Mount Kisco
Planning Board

MEMORANDUM

APR 21 2016

RECEIVED

To: Joseph Cosentino, Planning Board Chairman

C: Edward W. Brancati, Village Manager
Planning Board Members
Peter Miley, Building Inspector
Whitney Singleton Esq., Village Attorney,
Jan K. Johannessen AICP, Village Planner

From: Anthony Oliveri, P.E.

Date: April 21, 2016

Re: Amended Site Plan Application
HVA Realty. LLC
299 Kisco Avenue
Village/Town of Mount Kisco

With regard to the above mentioned project, this office has reviewed the following plans and submittals:

- Plan set entitled "299 Kisco Avenue, Layout Plan, Existing Conditions Plan and Details," prepared by Langan, last dated 4/5/16;
- Report entitled "Stormwater Pollution Prevention Plan (SWPPP) for 299 Kisco Avenue", prepared by Langan, dated April 2016;

Our comments are as follows:

1. As noted previously, parking striping is being reconfigured and it appears to all be 9'-0" width, this width is allowed for long term parking, if any parking is designated as short-term, it should be 9'-6" in width.
2. As noted previously, the parking along the north vehicle storage area utilized a 2' overhang per the last approved site plan. The current proposal should note this same overhang provision.

Please feel free to contact me if you have any questions.

Thank you

April 5, 2016

Village/Town of Mount Kisco
Planning Board

APR 05 2016
RECEIVED

Chairman Joseph Cosentino and
Members of the Planning Board
Village of Mount Kisco
104 Main Street
Mount Kisco, New York 10549

**Re: Application of HVA Realty, LLC for Amended Site Plan Approval
299 Kisco Avenue
Mount Kisco, New York 10549
Langan Project No.: 190015202**

Dear Chairman Cosentino and Members of the Planning Board:

In response to the review comments received by the village consultants for the above referenced application for Amended Site Plan Approval. We are submitting revised documents that address all outstanding comments:

Attached please find the following items:

- 14 copies of Site Plans last revised April 5, 2016 (4 Sheets).
- 3 copies of the Stormwater Pollution Prevention Plan last revised April 2016.
- 14 copies of Short Environmental Assessment Form.
- 14 copies of Planning Board Application for Permits to Disturb Sensitive Natural Areas.
- \$1,000.00 application fee

The following is an itemized response to the comments highlighted in your review letter (comments are italicized and responses are in bold text):

A. Comment Memorandum from Peter Miley, dated March 17, 2016:

Comment 1. The property is located within the Designated Main Street area and will require additional approvals.

Response: Comment Noted.

Comment 2. As per the note of 1992, the originally approved site plan "During life of graveled storage area is not to be paved."

Response: As per our discussions with the Village's consultants, porous pavement is considered a pervious surface and will characterize similar traits to the existing gravel surface.

Comment 3. Prior approved variance indicates a maximum of 92% development coverage. Proposed site plan adheres to variance dated July 28, 1992.

Response: Comment Noted.

Comment 4. The proposed site plan reflects parking dimensions of the August 14, 1992 site plan, new striping of parking area is proposed to adhere to those dimensions.

Response: Comment Noted.

Comment 5. The site plan should include an area of off-loading of off-street vehicles.

Response: A loading space is shown on the amended site plan adjacent to the northeast corner of the existing building. However, vehicle deliveries will take place at an approved off-site location and outside of any street or public right of way as stated on General Note #5.

B. Comment Memorandum from Kellard Sessions, dated March 16, 2016

EAF Comment:

Comment 1. Depending on the outcome of Comment #1 below, the applicant may need to modify the answer provided to Question 13.a on Page 2 of 3 of the Short EAF; regardless Question 13.b should be answered.

Response: As requested, the EAF has been revised.

Comment 2. On behalf of the Planning Board, the applicant should complete Part 2 of the Short EAF for the Board's review.

Response: Par 2 of the Short EAF has been completed and attached herewith.

Plan Comment:

Comment 1. The applicant has retained a wetland scientist to inspect the site and adjoining properties for the presence of jurisdictional wetlands and watercourse. The applicant has identified and delineated what is being referred to as a "drainage ditch" located along the northerly property line (delineated in the field with flags labeled A1 – A6). This office will need to inspect this off-site feature to determine if it qualifies as a jurisdictional wetland or watercourse under Chapter 107 of the Village Law. In the event that this feature is a jurisdictional wetland or watercourse, the Village's 100-foot buffer shall appear on the drawing and the applicant must apply for a Wetland Permit, which includes a mandatory public hearing. Regardless, this off-site linear feature shall be illustrated on the plans (only the wetland flags are currently shown).

Response: As determined by the Village Planner, the "drainage ditch" is considered a watercourse. The off-site linear feature has been illustrated on the amended site plan as well as the 100-foot buffer. Attached herewith is the Village's Wetland Permit.

Comment 2. The subject property is located within the New York City Department of Environmental Protection (NYCDEP Designated Main Street Area and the proposed action requires SWPPP approval from the NYCDEP. The applicant should update the Board on the status of its application before the NYCDEP and any correspondence to or from the NYCDEP should be provided to the Board.

Response: Comment Noted. We respectfully request that the Planning Board make the NYCDEP SWPPP approval a condition of approval due to the nature of this application.

Comment 3. It is recommended that the applicant evaluate the exiting exterior lighting conditions to determine compliance with the Village's lighting requirements.

Response: As requested, an exterior lighting plan has been included.

Comment 4. It is recommended that protective bollards be installed along the inside perimeter of the dumpster enclosure to protect the enclosure's side walls and the abutting building from damage.

Response: The bollards have been provided along the inside perimeter of the dumpster enclosure and along the abutting building.

Comment 5. It is recommended that the following note be added under General Notes on Sheet CS101; "Reference is made to prior site plans of record entitled :Proposed Site Plan for J.S. Realty Company", prepared by Petruccelli Engineering, dated (last revised) August 14, 1992 and "Landscape Plan", prepared by John Slaker Design Group, dated (last revised) August 29, 1997. All construction, design, approvals, conditions, notes, restrictions and requirements of any previously approved site plan shall remain applicable except and only to the extent that same is proposed to be modified.

Response: As requested, the note has been added to General Note #11 on Sheet CS101.

Comment 6. Note #5 under General Notes on Sheet CS101 should be expanded upon to state that vehicle deliveries will take place at an approved off-site location and outside of any street or public right-of-way.

Response: As requested, General Note #5 has been revised.

Comment 7. It is understood that work is proposed within the 100-year floodplain and a Flood Development Permit will be required from the Building Inspector prior to the commencement of work.

Response: **Comment Noted. A Flood Development Permit will be submitted to the Building Inspector prior to the commencement of work.**

Comment 8. Any previously approved Zoning Board variance or Planning Board resolution pertaining to this site should be submitted for review.

Response: **Comment Noted.**

Comment 9. We defer to the Building Inspector for review of the plan for zoning compliance.

Response: **Comment Noted.**

C. Comment Memorandum from Anthony Oliveri, PE dated March 17, 2016:

Comment 1. A portion of the vehicle storage area in the northeast corner is proposed to be filled, this area appears to be in the special hazard flood zone (100 year), requiring a Floodplain Development Permit, 66-11 of the Code requires that the applicant demonstrate that the proposed action will result in no physical damage to any other property. The applicant has state that there is a sufficient volume of porous fill to compensate for the volume lost by filling the 100 year flood plain, however it is not clear if the volume is provided below the base flood elevation this should be made clear.

Response: **Please refer to Table 2 in Section 2.5 of the Stormwater Pollution Prevention Plan for floodplain compensation volumes.**

Comment 2. The proposed 12" high stone wall surrounding the vehicular storage area should be provided with weep hole openings, this will also facilitate use of the void areas in the porous fill to satisfy comment #1.

Response: **As requested, weep hole openings have been provided in the 12" high stone wall.**

Should you have any questions or require any additional information please do not hesitate to contact this office. Thank you.

Sincerely,

**Langan Engineering, Environmental, Surveying
and Landscape Architecture, D.P.C.**



W. Charles Utschig Jr., PE
Associate

cc: Tom Kriz (electronic copy)
Charles Martabano (electronic copy)

\\langan.com\data\WP\data2\190015202\Office Data\Correspondence\Letter\2016-04-05 - Response Letter to PB.docx

LANGAN

VILLAGE OF MOUNT KISCO

WESTCHESTER COUNTY, NEW YORK
104 Main Street
Mount Kisco, New York 10549

Village/Town of Mount Kisco
Planning Board

APR 05 2016

RECEIVED

PLANNING BOARD APPLICATION FOR PERMITS TO DISTURB SENSITIVE NATURAL AREAS (Including Wetland, Drainage Control, and Steep Slopes Permits)

Date _____

Case Number _____

Property Information:

Street Address 299 Kisco Dr Property Size (acres): _____

Tax Map Designation of Property: Section 69.49 Sheet: _____ Block: 2 Lot: 2

Zoning District: GC Flood Insurance Zone: A4 Zone X

Type of Proposed Improvement: New Building ☒, Site Work Only (), Addition (), Demolition (),

Other () _____

Applicant Information:

Applicant Name HVA Realty LLC

Applicant Address 250 Kisco Ave Mt Kisco NY 10549

Day Phone Number 914-598-1614 Fax: 866-445-0842 Email: Tom.Kriz@ThePremierCollection.com

Owner Name (if different from above) _____

Owner Address _____

Day Phone Number _____ Fax: _____ Email: _____

Architect/Landscape Architect/Engineer or Surveyor:

Firm: Langan Engineering Contact: Chuck W. Schlegel, P.E.

Address: 707 Westchester Ave, Suite 309 White Plains NY 10601

Day Phone Number 914-323-7400 Fax: 914-323-7401 Email: CWSchlegel@Langan.com

AFFIDAVIT OF OWNERSHIP

I, Sean Coughlin being duly sworn, depose and state that

HVA Realty LLC is the owner on fee or contract vendee of the premises to which this application applies; that he/she (the applicant) is duly authorized to make this application; and that the statements contained herein are true to the best of my knowledge and belief.

Signature of Applicant _____

Date 4/4/16
SANDRA A. STARK
Notary Public, State of New York
No. 4919352

Notary Public, Westchester County _____

Estimated Cost of Improvement \$ 100,000

Qualified in Rockland County
Commission Expires Feb 22, 2018

In such cases where the total estimated market value of the proposed project, including labor and materials, exceed the sum of five thousands dollars (\$5,000.00), the plans and the specifications shall be prepared by a professional engineer or architect or landscape architect, all duly licensed for such work by the Education Department, State of New York, or by the U.S. Conservation Service or by an appropriate agency of the State of New York. A permit fee of \$500.00 is required for all projects valued under \$10,000.00. A permit fee of \$1,000.00 is required for all projects valued over \$10,000.00.

1. Does the subject property contain wetlands, wetland buffers, or drainage control systems as defined in §107 Wetlands and Drainage Control of the Mount Kisco Village Code?

Yes X No

2. Does the subject property contain steep slopes as defined by §110-33.1 Natural Resources Protection Regulations?

Yes No X

3. Will the proposed action or project disturb rock outcrop or ledge material? If yes, by what means?

No

4. Will the proposed action or project result in a disturbance (permanent or temporary) to wetlands/wetlands buffer or other modification of natural topographic contours such as steep slopes, hilltops, or ridgelines? **Buffer Disturbance Only**

Yes X No

- a. Provide the approximate area of disturbance that would occur as a result of the proposed action or project in wetlands/wetland buffers or on steep slopes, hilltops, or ridgelines:

Wetlands

Steep Slopes

Wetlands 0 acres/sq. feet 0 acres/sq. feet with steep slopes 15-25%

* Wetland Buffers 14,700+/- acres/sq. feet 0 acres/sq. feet with very steep slopes >25%

0 acres/sq. feet within ridgeline or hilltop

5. Will the proposed action or project require materials (cut/fill) to be deposited or removed from the site?

Yes X No

- a. Provide the nature and amount of material to be deposited or removed from the site (indicate with a +/- sign whether or not the material will be deposited or removed):

Type of material Porous Pavement

Amount of material 800+/- cubic yards.

6. Will the proposed action or project include the construction of retaining walls greater than six feet in height or 60 feet in length?

Yes No X

Please describe the proposed action or project and provide an explanation for why the proposed activity cannot be located outside of the sensitive natural area (i.e., wetland, watercourse, wetland buffer, steep slope, ridgeline, or hilltop). The objective being to first avoid such a resource, then if unavoidable, minimize the impact to the resource, and lastly mitigate such impact as a last resort.

- * It is proposed to install porous pavement to replace the existing porous material (gravel) in the vehicle storage area. Portion of the vehicle storage area is located within the 100-foot watercourse buffer.

Short Environmental Assessment Form

Part 1 - Project Information

Village/Town of Mount Kisco
Planning Board

APR 05 2016

RECEIVED


Instructions for Completing

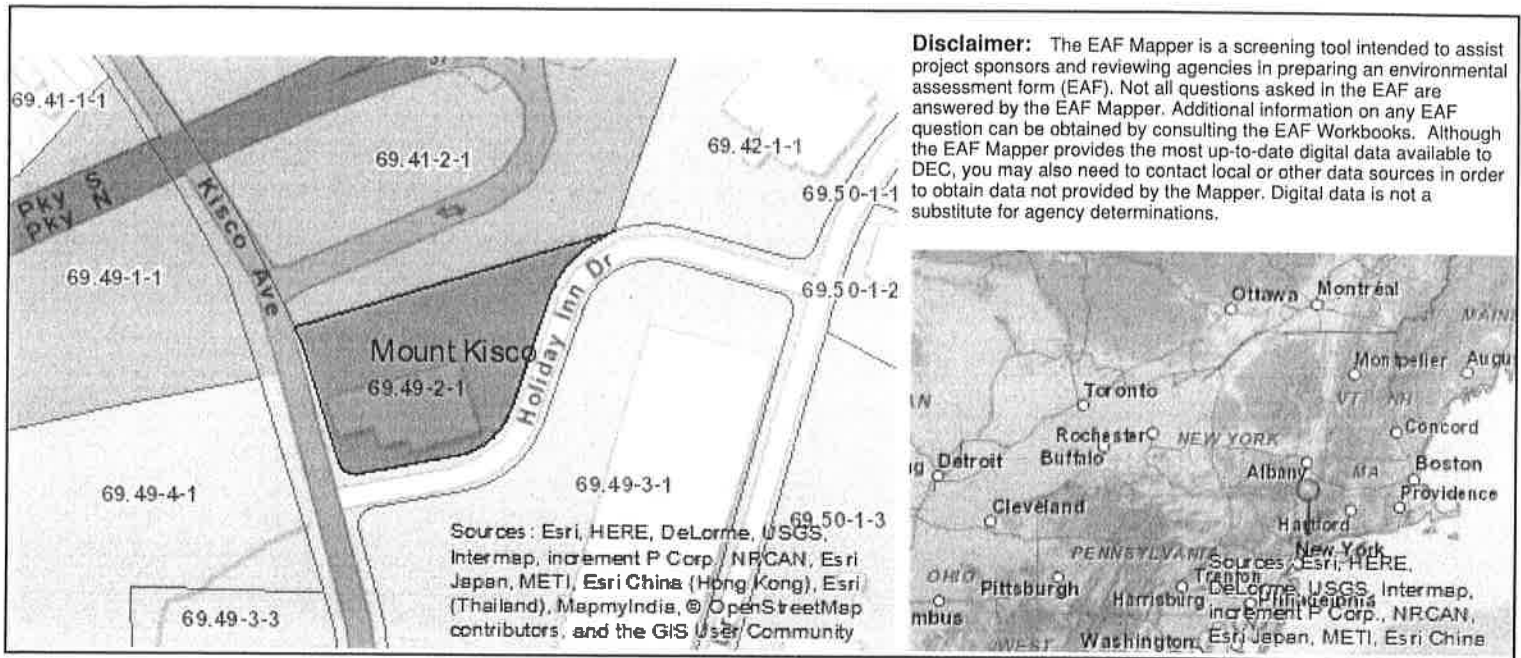
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: 299 Kisco Avenue							
Project Location (describe, and attach a location map): 299 Kisco Avenue, Mount Kisco, New York 10549							
Brief Description of Proposed Action: Amend prior site plan to reflect existing conditions to modified to conform to Mount Kisco zoning requirements and to install porous pavement replacing existing porous material (gravel) in vehicle storage area.							
Name of Applicant or Sponsor: HVA Realty, LLC		Telephone: 914-598-1614					
		E-Mail: tomkriz@thepremiercollection.com					
Address: 299 Kisco Avenue							
City/PO: Mount Kisco		State: New York	Zip Code: 10549				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: New York State Department of Environmental Protection Village of Mount Kisco Planning Board			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 1.6 acres b. Total acreage to be physically disturbed? 0.4 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.6 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Urban</div> <div style="width: 50%;"><input type="checkbox"/> Rural (non-agriculture)</div> <div style="width: 50%;"><input type="checkbox"/> Industrial</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Commercial</div> <div style="width: 50%;"><input type="checkbox"/> Residential (suburban)</div> <div style="width: 50%;"><input type="checkbox"/> Forest</div> <div style="width: 50%;"><input type="checkbox"/> Agriculture</div> <div style="width: 50%;"><input type="checkbox"/> Aquatic</div> <div style="width: 50%;"><input type="checkbox"/> Other (specify): _____</div> <div style="width: 50%;"><input type="checkbox"/> Parkland</div> </div>							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	<input type="checkbox"/> NO <input type="checkbox"/> YES		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO <input checked="checked" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO <input checked="checked" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO <input checked="checked" type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>W. Charles Utschig, Jr. PE</u> Date: <u>3/1/16</u> Signature: <u></u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

Project: Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)**PRINT FORM**

AFFIDAVIT OF MAILING

APR 21 2016

RECEIVED

STATE OF NEW YORK

}
}SS.:
}

COUNTY OF WESTCHESTER

Maryanne Martabano being duly sworn, deposes and says:

I reside at 9 Mekeel Street, Katonah, NY 10536

On April 7 2016 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.

Maryanne Martabano

Sworn to before me on this

18th day of April 2016

[Signature]

THERESA HAUSLER
Notary Public, State of New York
Qualified In Westchester County
Reg. No. 01HA6225688

(Notary Public) My Commission Expires 07-26-2018

EXHIBIT A

APR 21 2016

RECEIVED

PUBLIC NOTICE

PLEASE TAKE NOTICE that in accordance with Section 107-3 et seq of the Code of the Village of Mount (Wetlands and Drainage Control), the Planning Board of the Village of Mount Kisco will hold a public hearing on April 26, 2016 at 7:30 PM, or as soon thereafter as possible, in the Frank J. DiMicco, Sr. room located within Village Hall, 104 Main Street, Mount Kisco, New York to receive public comment on the application of HVA Realty LLC to install pervious/porous pavement within an existing vehicle storage area where such vehicle storage area is located within 100 feet of a watercourse. Said proposed activity is a regulated activity permitted subject to issuance of a permit by the Planning Board.

The subject property is located at 250 Kisco Avenue within the GC General commercial zoning district and further identified as Sheet 69. 49 Block 2, Lot 1 on the Village Tax Maps.

All interested parties are invited to attend and be heard. Written comments will also be received.

By order of:

Chairman Joseph Cosentino

Mount Kisco Planning Board

Village/Town of Mount Kisco
Planning Board

APR 21 2016

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EXHIBIT B

PROPPRINTKEY	OWNERNAME	c/o, Att to: or Re:	Mail Address
69.49-1-1	NYS DOT	c/o Reg. Director, J. Dupont, PE	4 Burnett Blvd
69.49-2-1	HVA Realty		299 Kisco Ave
69.49-3-1	275 Kisco Ave., LLC		PO Box 303
69.49-3-2	North County Properties LLC		147 Falmouth Rd
69.49-3-3	HVA Realty, LLC		250 Kisco Ave, 2nd Flr
69.49-4-1	Village of Mount Kisco	c/o Hearth @ Mt Kisco, LLC	2224 Pierce Creek Rd
69.56-4-6	Village of Mount Kisco	Re: Mountain Ave	104 Main St
69.57-1-1	Trinity Investment Properties,	c/o Trinity Properties LLC	21 Lauder Ln
69.57-1-3.1	Kisco One LLC		PO Box 690
69.57-1-3.2	25 Hubbels Drive Mt.Kisco Corp,	Attn: MRE Mgmt. Corp.	27 Radio Circle
69.57-1-5	Bedford-Curtis Corp		200-210 Kisco Ave

Village/Town of Mount Kisco
Planning Board

APR 21 2016

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**AFFIDAVIT OF PUBLICATION
FROM**

Village/Town of Mount Kisco
Planning Board

APR 21 2016

RECEIVED



CECILIA HERNANDEZ

being duly sworn says that he/she is the principal clerk of **THE JOURNAL**

NEWS, a newspaper published in the County of Westchester and the State of New York, and the notice of which the

annexed is a printed copy, was published in the newspaper area(s) on the date (s) below:

Zone:
Westchester

Run Dates:
04/11/16

Signature

A handwritten signature in dark ink, appearing to read "Cecilia Hernandez", is written over a horizontal line.

Sworn to before me, this 15th day of April 2016

Notary Signature

A handwritten signature in dark ink, appearing to read "Vilma Avelar", is written over a horizontal line.

Vilma Avelar
Notary Public State of New York
NO. 01AV6318411
Qualified in Westchester County
Commission Expires January 26, 2019

Legend:

WESTCHESTER:

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

ROCKLAND:

Blauvelt, Congers, Gamerville, Heverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Slootsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Teppan, Thells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0001184760

PUBLIC NOTICE

PLEASE TAKE NOTICE that in accordance with Section 107-3 et seq of the Code of the Village of Mount (Wetlands and Drainage Control), the Planning Board of the Village of Mount Kisco will hold a public hearing on April 26, 2016 at 7:30 PM, or as soon thereafter as possible, in the Frank J. DiMicco, Sr. room located within Village Hall, 104 Main Street, Mount Kisco, New York to receive public comment on the application of HVA Realty LLC to install pervious/porous pavement within an existing vehicle storage area where such vehicle storage area is located within 100 feet of a watercourse. Said proposed activity is a regulated activity permitted subject to issuance of a permit by the Planning Board.

The subject property is located at 250 Kisco Avenue within the GC General commercial zoning district and further identified as Sheet 69.49 Block 2, Lot 1 on the Village Tax Maps.

All interested parties are invited to attend and be heard. Written comments will also be received.

By order of:
Chairman Joseph Cosentino
Mount Kisco Planning Board 1184760

HVA Realty
PB

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

AFFIDAVIT OF POSTING

Guillermo Gomez, being duly sworn, says that on the 11th day of April 2016, 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

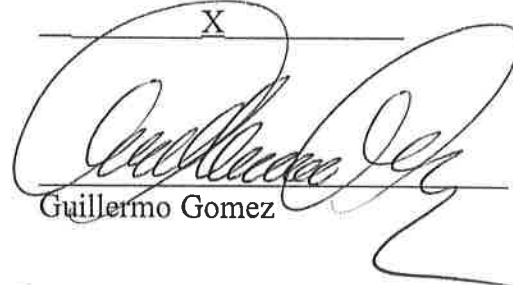
_____X_____

Carpenter Avenue Community House
200 Carpenter Avenue

_____X_____

Leonard Park Multi Purpose Bldg

_____X_____


Guillermo Gomez

Sworn to before me this 11 day of April 2016

Michelle K. Lailer
Notary Public

MICHELLE K. LAILER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LA6313298
Qualified In Westchester County
My Commission Expires October 20, 2018

**PLANNING BOARD RESOLUTION
VILLAGE OF MOUNT KISCO**

154-162 EAST MAIN STREET

**Section 80.25, Block 2, Lot 9
Application No: PB2015-0309**

April 26, 2016

APR 21 2016

RECEIVED

DRAFT

WHEREAS, the subject property is located at 154-162 East Main Street within the CB-1 Zoning District and consists of ± 0.99 acres of land ("the subject property"); and

WHEREAS, the subject property is developed with a two-story $\pm 22,399$ s.f. commercial building last occupied by Borders Bookstore which vacated the premises in September of 2011; and

WHEREAS, the subject property contains 50 parking spaces which are leased to the Village; and

WHEREAS, the subject property is owned by SL Mount Kisco, LLC; Grobman Mt. Kisco, LLC and M&M Mt. Kisco, LLC as Tenants-in Common ("the applicant"); and

WHEREAS, the applicant had previously proposed to demise the first and lower floor areas to provide for two (2) separate tenancies and proposed a Modell's Sporting Goods (Tenant #1) to occupy a total of 12,794 s.f. of space; and

WHEREAS, a second unknown retail tenant (Tenant #2) was proposed to occupy a total of 7,997 s.f. of space; and

WHEREAS, the Planning Board granted a Special Use Permit, subject to conditions, on November 24, 2015; and

WHEREAS, Conditions #26 and #27 of the Planning Board's November 24, 2015 Resolution read as follows:

Condition #26: There shall be no change of use, further demising of space, expansion, or increased utilization of space unless otherwise approved by the Planning Board; and

Condition #27: Prior to the issuance of any Building Permit for retail Tenant #2, Tenant #2 shall apply to the Planning Board for approval of window signage and display. Conversion to any use other than that approved herein (retail) may be subject to a change of use permit, special use permit or any other mandates of the Zoning Code; and

WHEREAS, the applicant is proposing the following plan changes, as described in more detail in a letter from the applicant's Attorney, Cuddy & Feder, LLP, dated April 5, 2016:

- a) Further demising of the building to create a third unknown retail tenant; and
- b) Installation of a new Main Street entrance for the revised Tenant #2 space; and
- c) Modification to the internal layout, including locations for merchandise storage and internal loading; and
- d) Modifications to the previously proposed and approved window signage and display; and

WHEREAS, according to the applicant, the square footage of the building is proposed to be allocated as follows:

- a) Modell's Sporting Goods (Tenant #1) is proposed to occupy $\pm 9,802$ s.f. of space on the Main Street level, with an additional 2,369 s.f. of space located on the lower level; and
- b) Tenant #2 (an unknown retail tenant) is proposed to occupy $\pm 2,343$ s.f. of space on the Main Street level, with an additional 1,184 s.f. on the lower level; and
- c) Tenant #3 (an unknown retail tenant) is proposed to occupy $\pm 4,883$ s.f. of space on the Main Street level, with an additional 1,184 s.f. of space on the lower level; and
- d) Entry to the existing building for all three (3) tenants is proposed to be provided from both Main Street and the lower level; and

WHEREAS, pursuant to Conditions #26 and #27 of the Planning Board's November 24, 2015 Resolution, recited above, the applicant is requesting approval of the above-described changes; and

WHEREAS, the applicant appeared before the Planning Board at its March 22, 2016 Planning Board meeting to discuss the proposed plan changes.

NOW THEREFORE BE IT RESOLVED THAT, the proposed action is a Type II Action and is categorically exempt from the State Environmental Quality Review Act (SEQRA); and

BE IT FURTHER RESOLVED THAT, pursuant to Conditions #26 and #27 of the Planning Board's November 24, 2015 Resolution, the Planning Board of the Village of Mount Kisco hereby approves the proposed plan changes and approves the following drawings, subject to the below; and

The following plans, prepared by Norman DiChiara Architects, P.C., dated April 4, 2016:

- “Upper Level Existing Conditions” (EX-1)
- “Lower Level Existing Conditions” (EX-2)
- “Existing Exterior Elevations” (EX-3)
- “Upper Level Floor Plan” (A101)
- “Proposed Lower Level Floor Plan” (A102)
- “Proposed Exterior Elevations” (A201)
- “Modell’s Signs” (A202)

BE IT FURTHER RESOLVED THAT, unless specifically amended herein, all conditions and requirements specified within the Planning Board’s November 24, 2015 Resolution shall remain in full force and effect; and

BE IT FURTHER RESOLVED THAT, unless extended by the Planning Board, construction shall commence within six (6) months of the date of this Resolution and shall be completed within one (1) year of commencement of construction.

Conditions to be Satisfied Prior to the Signing of the Approved Amended Plans:

1. The applicant shall satisfactorily address any outstanding written comments provided by the Building Inspector, Village Attorney, Village Engineer, and/or Village Planner.
2. As internally illuminated signs are prohibited within the underlying zoning district, the plans shall be revised so as to identify that the two (2) proposed light boxes (Main Street level) shall be designed and utilized in a manner in which does not constitute a sign; this shall be resolved to the satisfaction of the ARB and Village Attorney. In the event that that light boxes are determined to be prohibited, the applicant shall either obtain a variance or propose an alternate display or sign to the satisfaction of the ARB.
3. The Sign Summary Table and corresponding elevations provided on Sheets A201 and A202 shall be revised so as to be consistent, to the satisfaction of the Village Planner. For instance, the table identifies that Windows #25 and #38 will include a light box, where no light boxes are illustrated at these locations on the elevation. It is the intent and understanding of the Planning Board that a total of two (2) light boxes are proposed, one (1) behind Window #25 (6’x6’ box) and the other behind Window #27 (4’x4’ box).
4. Given the location of the proposed Footwear and Bulk Stockrooms (upper level-rear of building) and their potential visibility from points outside of the building, Sheets A201 and A202 shall be revised to identify that Windows #6 and #9 shall be treated in the same fashion as Windows #1 through #5 (tinted or made non-transparent from the outside looking in).
5. All applicable application fees and fees associated with professional legal, engineering and planning consultation shall be paid for by the applicant.

6. The applicant shall submit four (4) original copies of the approved amended plans, signed and sealed by the design professional and including a common revision date, for final review by Village staff and for signature by Village staff and the Planning Board Chairman.

Other Conditions (in addition to those contained within the Planning Board's November 24, 2015 approving Resolution):

7. Conditions #7 through #12 of the Planning Board's November 24, 2015 Resolution shall continue to apply to Tenant #1.
8. Conditions #13 through #29 of the Planning Board's November 24, 2015 Resolution shall likewise apply to Tenant #3, as applicable.

ADOPTION OF RESOLUTION

WHEREUPON, the Resolution herein was declared adopted by the Planning Board of the Village of Mount Kisco as follows:

The motion was moved by: _____

The motion was seconded by: _____

The vote was as follows:

JOSEPH COSENTINO	_____
ANTHONY STURNIOLO	_____
RALPH VIGLIOTTI	_____
DOUGLAS HERTZ	_____
ENRICO MARESCHI	_____
MICHAEL BONFORTE	_____
JOHN BAINLARDI	_____

Joseph Cosentino

April 26, 2016



VILLAGE/TOWN OF MOUNT KISCO
WESTCHESTER COUNTY, NEW YORK

104 Main Street
Mount Kisco, New York 10549-0150

Telephone
(914) 241-0500

MEMORANDUM

TO: Mount Kisco Planning Board

FROM: Peter Miley, Building Inspector *PM*

SUBJECT: SL Mount Kisco, LLC, Grobman Mt. Kisco, LLC & M&M Mt. Kisco,
LLC
154-162 Main Street, Property ID #80.25-2-9

DATE: April 19, 2016

At this time, the Building Department has no further comment.

\mkl



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

April 5, 2016

BY HAND DELIVERY

Mr. Joseph Cosentino, Chairman, and
Members of the Planning Board
Village/Town of Mount Kisco
Village Hall
104 Main Street
Mount Kisco, New York 10549

Village/Town of Mount Kisco
Planning Board

APR 05 2016

RECEIVED

Re: SL Mount Kisco, LLC; Grobman Mt. Kisco, LLC & M&M Mt. Kisco, LLC
Supplemental Submission - Special Use Permit Approval
Premises: 154-162 East Main Street, Mount Kisco, New York 10549
Parcel ID/Tax Map Designation: 80.25-2-9

Dear Chairman Cosentino and Members of the Planning Board:

On behalf of SL Mount Kisco, LLC, Grobman Mt. Kisco, LLC and M&M Mt. Kisco, LLC, which together are the tenant-in-common owners of 154-162 East Main Street (formerly Borders bookstore) in the Village/Town of Mount Kisco (collectively the "Applicants"), we respectfully submit this supplemental documentation in furtherance of this Board's November 24, 2015 Special Use Permit and Site Plan authorizing the adaptive re-use of this existing two-story, brick building (the "Prior Approval Resolution").¹

Pursuant to Conditions 26 and 27 of the Prior Approval Resolution² the Applicants respectfully submit this request for approval of changes to the building, among other things, including the interior demising walls and the addition of a third entrance on Main Street so that three (3) tenants may be accommodated within the building, while complying with the Prior Approval Resolution in maintaining the Modell's Sporting Goods space at no more than 12,794 square feet in total space.

As you know, the Applicants informally appeared at this Board's regular meeting on March 22, 2016 to present conceptual modifications now more particularly detailed on the enclosed plans, which proposed revisions to the plans approved by the Prior Approval Resolution, as follows:

¹ Enclosed herewith are fifteen (15) copies of the Special Use Permit and Site Plan Approval for the Premises granted on November 24, 2015.

² Paragraphs 26 and 26 of the Prior Approval Resolution state in relevant part:

26. There shall be no change of use, further demising of space, expansion, or increased utilization of space unless otherwise approved by the Planning Board.

27. Prior to the issuance of any Building Permit for retail Tenant #2, Tenant #2 shall apply to the Planning Board for approval of window signage and display. Conversion to any use other than approved herein (retail) may be subject to a change of use permit, special use permit or any other mandates of the Zoning Code.



April 5, 2016

Page 2

1. The addition of another demising wall to create a third tenant space by further demising the Tenant #2 space;
2. Proposing a new entrance for the revised Tenant #2 space located along the Main Street frontage, which will provide an entrance directly into the spaces for each of the tenants along the building's frontage on Main Street;
3. Revising the loading area internal to the existing building, while maintaining loading from the rear parking lot side using the dedicated area; and
4. Providing updated details regarding the proposed window signage and displays, as provided in the Prior Approval Resolution.

Accordingly, the square footage of the building is proposed to be allocated as follows (and more particularly detailed on the enclosed plans):

- A. Modell's Sporting Goods store, Tenant #1, will occupy approximately 9,802 square feet of the street level floor area, with an additional 2,369 square feet located on the lower level;
- B. Tenant #2 will occupy approximately 2,343 square feet on the street level, with an additional 467 square feet on the lower level;
- C. Tenant #3 will occupy approximately 4,883 square feet on the street level, with an additional 1,184 square feet on the lower level; and
- D. Entry to the existing building for all three (3) tenants is provided both off of Main Street and on the lower level from the existing parking area.

To facilitate review of this Application, we respectfully submit fifteen (15) copies of the following documentation:

1. A Short Environmental Assessment Form in accordance with Article 8 of the New York State Environmental Conservation Law and the rules and regulations promulgated thereunder at 6 N.Y.C.R.R. Part 617 (collectively "SEQRA"); and
2. Architectural drawings prepared by Norman Di Chiara Architects, P.C., dated April 4, 2016, numbered and titled as follows:
 - a. (EX-1) – "Upper Level Existing Conditions";
 - b. (EX-2) – "Lower Level Existing Conditions";
 - c. (EX-3) – "Existing Exterior Elevations";
 - d. (A101) "Upper Level Floor Plan";
 - e. (A102) "Proposed Lower Level Floor Plan"; and
 - f. (A201) – "Proposed Exterior Elevations"; and



April 5, 2016
Page 3

g. (A202) - "Modell's Signs"

We look forward to appearing before the Planning Board at its meeting on April 26, 2016 to address any questions in connection with this Application. Thank you for your consideration in this matter.

Respectfully yours,

A handwritten signature in dark ink, appearing to read "WSN", written over the typed name "William S. Null".

William S. Null

WSN:yp

Enclosures

cc: Whitney Singleton, Esq., Village/Town Attorney; Mr. Jan K. Johannessen, Village/Town Planner; Mr. Anthony Oliveri, PE, Village/Town Engineer; Messrs. Stephen Lerner and Jason Lerner, Lerner Properties; Messrs. Richard Grobman and Brian Grobman, Dan's Supreme; Messrs. Doug Epstein, Mark Aarons and Cary Deleo, Modell's Sporting Goods; and Mr. Christopher T. Raffaelli, Norman DiChiara Architects, P.C.; and Mr. Anthony Guccione, Jr., RLA, JMC Site Development Consultants

PLANNING BOARD RESOLUTION
VILLAGE OF MOUNT KISCO

SPECIAL USE PERMIT APPROVAL

154-162 EAST MAIN STREET

Section 80.25, Block 2, Lot 9
Application No: PB2015-0309

November 24, 2015



Village/Town of Mount Kisco
Planning Board

APR 05 2016

RECEIVED

WHEREAS, the subject property is located at 154-162 East Main Street within the CB-1 Zoning District and consists of ± 0.99 acres of land ("the subject property"); and

WHEREAS, the subject property is developed with a two-story $\pm 22,399$ s.f. commercial building last occupied by Borders Bookstore which vacated the premises in September of 2011; and

WHEREAS, the subject property contains 50 parking spaces which are leased to the Village; and

WHEREAS, the subject property is owned by SL Mount Kisco, LLC; Grobman Mt. Kisco, LLC and M&M Mt. Kisco, LLC as Tenants-in Common ("the applicant"); and

WHEREAS, "stores and shops for the conduct of retail business, but excluding drive-up facilities, greater than 8,000 s.f. of gross floor area" are permitted uses subject to the issuance of a Special Use Permit from the Planning Board; and

WHEREAS, the applicant is proposing to demise the first and lower floor areas to provide for two (2) separate tenancies; and

WHEREAS, Modell's Sporting Goods (Tenant #1) is proposing to occupy $\pm 10,950$ s.f. of space on the upper floor and 1,844 s.f. of space on the lower floor (12,794 s.f. total); and

WHEREAS, a second unknown retail tenant (Tenant #2) will occupy 6,174 s.f. on the upper floor and 1,823 s.f. on the lower floor (7,997 s.f. total); and

WHEREAS, the building will also consist of 1,420 s.f. of common space and 188 s.f. of landlord/restricted use space; and

WHEREAS, as the floor area associated with Tenant #1 is in excess of 8,000 s.f., a Special Use Permit is required from the Planning Board; and

WHEREAS, in an effort to address concerns of the Planning Board and the public and in order to safeguard community character, the applicant has developed a comprehensive window signage and window display plan which limits and specifically allocates the extent, intensity and type of window signage and display material; and

WHEREAS, the applicant is proposing two (2) full-height show windows along the Main Street frontage (Tenant #1), which will be tastefully finished and will be used to display mannequins, merchandise and advertising; and

WHEREAS, in terms of window signage and graphics, the applicant is proposing the following for Tenant #1, which is graphically illustrated on the plans approved herein:

- a) Four (4) seasonal window signs on the Main Street frontage (not to exceed 9 s.f. each); and
- b) Two (2) 6' x 6' light boxes for graphics, to be affixed to the show window wall along Main Street; and
- c) One (1) 4' x 4' light box for graphics, to be affixed to the show window wall along Main Street; and
- d) Three (3) seasonal window signs on the rear (parking lot façade); two (2) of these signs shall not exceed 9 s.f. each and the other is not to exceed 7 s.f.; and
- e) No window signage or display and no building mounted signage is proposed or approved on the Green Street frontage; and

WHEREAS, window signage and display associated with Tenant #2 is not currently known and the applicant has requested that it appear before the Planning Board for approval of these materials prior to the issuance of a Building Permit for Tenant #2; and

WHEREAS, the applicant is proposing new and supplemental landscaping throughout the subject property and the Planning Board has determined that the submitted landscaping plan is acceptable, subject to the conditions contained herein; and

WHEREAS, the applicant is proposing to remove an existing and unapproved 10' x 10' stockade fence enclosure located to the rear and adjacent to the building; this enclosure is in poor condition and does not appear on the site plan of record; and

WHEREAS, Tenant #1 and #2 will share use of the existing refuse storage building and existing loading area; truck deliveries will be restricted to those that can fit entirely within the designated loading area without extending into any drive aisle or parking area (30-foot long truck maximum); and

WHEREAS, in connection with Tenant #1, truck deliveries will occur no more than four (4) times per week and shall occur and be completed during off-peak hours and between 9:00 PM and 8:30 AM; and

WHEREAS, reference is made to the letters and reports prepared by Cuddy & Feder, LLP (Attorney for the Applicant):

- a) Letter dated June 23, 2015, including Exhibits 1-9; and
- b) Letter dated August 4, 2015, including Exhibits 1 – 9; and
- c) Letter dated September 8, 2015; and
- d) Letter dated September 21, 2015; and
- e) Letter dated October 2, 2015; and
- f) Letter dated October 23, 2015, with attachments; and
- g) Letter dated November 12, 2015; and

WHEREAS, reference is made to memorandums issued by the Building Inspector (dated July 9, 2015) and the Village Planner (dated July 8, 2015, August 21, 2015, and October 7, 2015); and

WHEREAS, reference is made to an existing condition survey entitled “ALTA/ACSM Land Title Survey,” prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., dated May 26, 2015; and

WHEREAS, reference is made to the Planning Board’s approving site plan resolution for the subject property, dated May 31, 1995; and

WHEREAS, reference is made to the site plan of record consisting of four (4) sheets and prepared by Stephen Potters Architect (Sheets A1 – A4), signed by the Planning Board Chairman on May 31, 1995; and

WHEREAS, the Planning Board referred the application to the Westchester County Planning Board in accordance with Section 239-m of the General Municipal Law and received a response letter dated August 10, 2015 which provided no substantive comment; and

WHEREAS, a duly noticed public hearing was open on August 25, 2015 and adjourned to and closed on September 9, 2015, with a 10-day written comment period provided; and

WHEREAS, during the public hearing and written comment period, the Planning Board received, reviewed and considered numerous written and verbal comments made for and against the proposed action; and

WHEREAS, the Planning Board has reviewed the proposed action in accordance with Section 110-46, Special Permits, of the Zoning Ordinance; and

WHEREAS, the proposed action is an Unlisted Action under the State Environmental Quality Review Act (SEQRA) and the applicant has submitted the Short Environmental Assessment Form (EAF).

NOW THEREFORE BE IT RESOLVED THAT, the proposed action is an Unlisted Action under SEQRA and the Planning Board has compared the proposed action with the Criteria for

Determining Significance in 6 NYCRR 617.7c and determined that the proposed action will not have a significant adverse impact on the environment; and

BE IT FURTHER RESOLVED THAT, the Planning Board has considered all reasonably related long-term, short-term, direct, indirect, and cumulative environmental effects associated with the proposed action including other simultaneous or subsequent actions; and

BE IT FURTHER RESOLVED THAT, the Planning Board hereby issues the attached Negative Declaration of Significance; and

BE IT FURTHER RESOLVED THAT, the Planning Board of the Village of Mount Kisco hereby grants a Special Use Permit and approves the following plans (hereafter referred to as "the approved plans"), subject to the below conditions:

The following plans, prepared by Norman DiChiara Architects, P.C., dated (last revised) November 11, 2015:

- "Upper Level Floor Plan" (A101)
- "Proposed Lower Level Floor Plan" (A102)
- "Proposed Exterior Elevations" (A201)
- "Upper Level Existing Conditions" (EX-1)
- "Lower Level Existing Conditions" (EX-2)
- "Existing Exterior Elevations" (EX-3)

The following plan, prepared by John Meyer Consulting, dated October 1, 2015:

- "Landscape Plan" (LS-1)

BE IT FURTHER RESOLVED THAT, the Planning Board hereby approves Tenant #2 as an unknown retail tenant, provided that the applicant apply to the Planning Board for approval of window signage and display, prior to the issuance of a Building Permit for Tenant #2.

BE IT FURTHER RESOLVED THAT, unless extended by the Planning Board, construction shall commence within six (6) months of the date of this Resolution and shall be completed within one (1) year of commencement of construction.

Conditions to be Satisfied Prior to the Signing of the Approved Plans:

1. The applicant shall satisfactorily address any outstanding written comments provided by the Building Inspector, Village Attorney, Village Engineer, and/or Village Planner.
2. All applicable application fees and fees associated with professional legal, engineering and planning consultation shall be paid for by the applicant.

3. The applicant shall submit four (4) original copies of the approved plans, signed and sealed by the design professional and including a common revision date, for final review by Village staff and for signature by Village staff and the Planning Board Chairman.

Conditions to be Satisfied Prior to the Issuance of a Building Permit:

4. The applicant shall satisfy the above conditions and the approved plans shall be signed by Village staff and the Planning Board Chairman.

Conditions to be Satisfied Prior to Commencement of Any Work:

5. The applicant shall have addressed the above conditions and shall have obtained a building permit.

Conditions to be Satisfied During Construction:

6. All construction activities shall be performed during the times permitted under the Village Code.

Conditions to be Satisfied Prior to the Issuance of the Final Certificate of Occupancy (Tenant #1):

7. A Backflow preventer device(s) shall be installed to the satisfaction of the Village Engineer and Building Inspector.
8. In the event that the landscaping cannot be installed prior to the issuance of a Certificate of Occupancy due to weather, the applicant may provide the Village with a bond or other form of security, for the full cost of the plant material and installation, to the satisfaction of the Village Planner and Village Attorney.
9. There shall be no Final Certificate of Occupancy issued until there is full compliance with the plans approved herein and all conditions of this Resolution.
10. The 10' x 10' stockade fence enclosure shall be removed to the satisfaction of the Building Inspector.
11. A final site inspection shall be completed by the Building Inspector, Village Engineer and Village Planner.
12. All applicable application fees and fees associated with professional legal, engineering and planning consultation shall be paid for by the applicant.

The Following Conditions Apply to Both Tenancies, Unless Otherwise Identified:

13. The Planning Board is to retain original jurisdiction.

14. Truck deliveries shall occur no more than four (4) times per week per tenant and shall occur and be completed during off-peak hours and between 9:00 PM and 8:30 AM.
15. Trucks used for delivery purposes shall not exceed 30 feet in overall length and shall load/unload within the designated loading area; no truck used for this purpose shall block any sidewalk, drive aisle or parking space.
16. Loading or unloading on or within the public street or Village right-of-way is prohibited.
17. No deliveries, pickups, refuse storage, waiting areas or other external operations shall be conducted in a manner that at any time, interferes with the free flow of vehicular or pedestrian traffic, creates a potential hazard or results in an offensive or unsanitary condition. It shall be incumbent upon the applicant to ensure compliance by its vendors, service providers, purveyors, employees, agents and patrons. The applicant shall not impede ingress/egress or in any way interfere with normal business operations of adjacent properties during the construction process.
18. All signage, window signs and display shall comply with the plans approved herein. In addition to complying with the plans approved herein, the applicant shall also comply with the provisions outlined under Chapter 89, Signs, of the Village Code.
19. The hours of operation associated with Tenant #1 shall not exceed the following: 9:00 AM – 9:00 PM, Monday through Saturday, and 10:00 AM – 7:00 PM on Sunday. Notwithstanding the aforesaid, at holiday season between Thanksgiving and New Year's, these hours may be extended by two (2) hours for opening and closing.
20. Special events and/or signings associated with Tenant #1 shall not occur more than twice per year and shall be limited to two (2) hours in duration. Attendance at events and signings shall not exceed 100 persons at any given time. Such events shall be scheduled and coordinated through the Village Manager's office so as not to conflict with other previously scheduled events. The applicant shall be responsible for hiring off-duty police officers to assist in directing traffic and parking, as determined necessary by the Village.
21. No shopping carts are permitted.
22. Parking of fleet vehicles is prohibited.
23. All refuse storage and pick-up shall comply with the Code of the Village/Town of Mount Kisco
24. All interior lighting shall be turned off during non-operating hours, including lighting provided within show window; exterior lighting shall be limited to security lighting and those illuminating signage during non-operating hours.

25. The landscaping approved herein shall be maintained for the life of the development, unless amended by the Planning Board. The applicant shall be responsible for any re-grading, replanting, or irrigation necessary to ensure that the landscaping is installed and maintained in accordance with the approved plan.
26. There shall be no change of use, further demising of space, expansion, or increased utilization of space unless otherwise approved by the Planning Board.
27. Prior to the issuance of any Building Permit for retail Tenant #2, Tenant #2 shall apply to the Planning Board for approval of window signage and display. Conversion to any use other than that approved herein (retail) may be subject to a change of use permit, special use permit or any other mandates of the Zoning Code.
28. Failure to comply with the plans approved herein and/or any of the aforesaid conditions shall constitute a violation of this Special Use Permit and shall subject the applicant to prosecution, penalties and/or permit revocations pursuant to applicable law. Deviation from any such approvals may render this Special Use Permit or certificates of occupancy issued in conjunction therewith null and void.
29. Nothing herein shall be deemed to waive, modify or relieve the applicant from securing all necessary approvals from other permitting boards, agencies or officials.

ADOPTION OF RESOLUTION

WHEREUPON, the Resolution herein was declared adopted by the Planning Board of the Village of Mount Kisco as follows:

The motion was moved by: ENRICO MARESCHI

The motion was seconded by: JOHN BAINLARDI

The vote was as follows:

JOSEPH COSENTINO	<u>AYE</u>
ANTHONY STURNIOLO	<u>AYE</u>
RALPH VIGLIOTTI	<u>AYE</u>
DOUGLAS HERTZ	<u>AYE</u>
ENRICO MARESCHI	<u>AYE</u>
MICHAEL BONFORTE	<u>ABSENT</u>
JOHN BAINLARDI	<u>AYE</u>


Joseph Cosentino

November 24, 2015

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

Date: November 24, 2015

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Mount Kisco Planning Board has determined that the proposed action described below will not have a significant environmental impact and a Draft Environmental Impact Statement will not be prepared.

Name of Action: 154-162 East Main Street – Special Use Permit Approval

SEQRA Status: ☐ Type 1

☒ Unlisted

Conditioned Negative Declaration: ☐ Yes

☒ No

Coordinated Review: ☐ Yes

☒ No

Description of Action: The subject property is located at 154-162 East Main Street within the CB-1 Zoning District and consists of ±0.99 acres of land (“the subject property”). The subject property is developed with a two-story ±22,399 s.f. commercial building last occupied by Borders Bookstore which vacated the premises in September of 2011. The applicant is proposing to demise the first and lower floor areas to provide for two (2) separate tenancies. Modell’s Sporting Goods (Tenant #1) is proposing to occupy ±10,950 s.f. of space on the upper floor and 1,844 s.f. of space on the lower floor (12,794 s.f. total). A second unknown retail tenant (Tenant #2) will occupy 6,174 s.f. on the upper floor and 1,823 s.f. on the lower floor (7,997 s.f. total). As the floor area associated with Tenant #1 is in excess of 8,000 s.f., a Special Use Permit is required from the Planning Board.

Location: 154-162 East Main Street, Mount Kisco, New York

Reasons Supporting This Determination: The Planning Board has compared the proposed action with the Criteria for Determining Significance in 6 NYCRR 617.7 (c). Specifically:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production.

The proposed action will not result in any ground disturbance (with the exception of landscaping) and no new development or building or use expansion is proposed.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impact a significant habitat area; result in substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such species; and will not result in other significant adverse impacts to natural resources.

The proposed action will not result in any ground disturbance (with the exception of landscaping) and no new development or building or use expansion is proposed.

3. The proposed action will not result in the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to 6 NYCRR Part 617.14(g).

There are no Critical Environmental Areas within the vicinity of the project.

4. The proposed action will not result in a material conflict with the Town's officially approved or adopted plans or goals.

The subject use is listed as a Special Permit Use within the underlying zoning district; further, the use classification is not proposed to change.

5. The proposed action will not result in the impairment of the character or quality of important historical, archaeological, architectural, aesthetic resources, or the existing character of the community or neighborhood.

In an effort to address concerns of the Planning Board and the public and in order to safeguard community character, the applicant has developed a comprehensive window signage and window display plan which limits and specifically allocates the extent, intensity and type of window signage and display material. The Special Use Permit conditions outlined within the Planning Board's approving resolution have been developed to safeguard and protect community character.

6. The proposed action will not result in a major change in the use of either the quantity or type of energy.

7. The proposed action will not create a hazard to human health.
8. The proposed action will not create a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.
9. The proposed action will not encourage or attract a large number of people to a place or place for more than a few days, compared to the number of people who would come to such place absent the action.
10. The proposed action will not create a material demand for other actions that would result in one of the above consequences.
11. The proposed action will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.
12. When analyzed with two or more related actions, the proposed action will not have a significant impact on the environment and when considered cumulatively, will not meet one or more of the criteria under 6 NYCRR 617.7(c).
13. The Planning Board has considered reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions.

This notice is being filed with:

Village of Mount Kisco Planning Board
104 Main Street
Mount Kisco, NY 10549

Short Environmental Assessment Form **Part 1 - Project Information**

APR 05 2016

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Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: 154-162 East Main Street Special Use Permit							
Project Location (describe, and attach a location map): 154-162 East Main Street, Mount Kisco, New York, 10549.							
Brief Description of Proposed Action: Supplemental submission for third tenant space for proposed retail business use of existing building and related parking areas, located in the CB-1 (Central Business District 1) of the Village/Town of Mount Kisco.							
Name of Applicant or Sponsor: SL Mount Kisco, LLC, Grobman Mt. Kisco, LLC, & M&M Mt. Kisco, LLC		Telephone: 201-567-6200 E-Mail: slerner@lernerproperties.com					
Address: 720 E. Palisade Avenue, Suite 203							
City/PO: Englewood Cliffs		State: New Jersey	Zip Code: 07632				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1"> <tr> <th>NO</th> <th>YES</th> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Village/Town of Mount Kisco Planning Board; Architectural Review Board; Building Inspector.			<table border="1"> <tr> <th>NO</th> <th>YES</th> </tr> <tr> <td align="center"><input type="checkbox"/></td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? <u>.9980+/-</u> acres							
b. Total acreage to be physically disturbed? <u>0</u> acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>.9980+/-</u> acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>St. Francis of Assisi Parish; Mt. Kisco P.D.</u> <input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:			
<input type="checkbox"/> Shoreline	<input type="checkbox"/> Forest	<input type="checkbox"/> Agricultural/grasslands	<input type="checkbox"/> Early mid-successional
<input type="checkbox"/> Wetland	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES	
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?			
If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>William S. Null Esq., Attorney for Applicant</u> Date: <u>April 5, 2016</u> Signature: <u></u>		

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

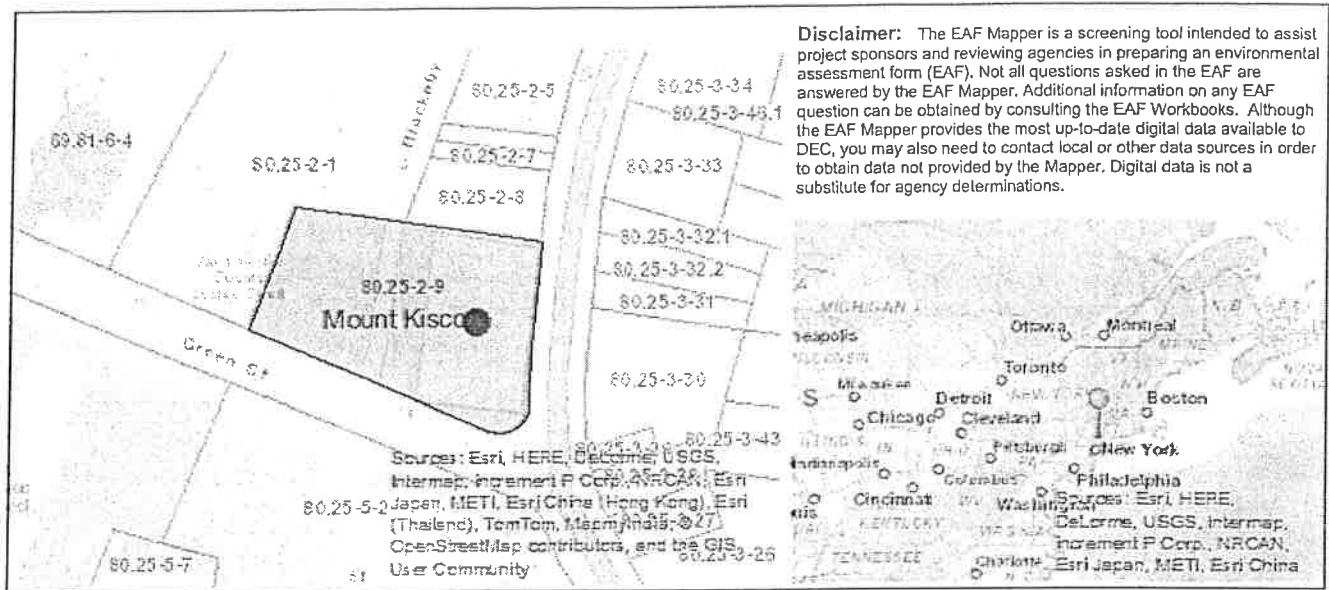
For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

PRINT FORM

EAF Mapper Summary Report

Monday, June 22, 2015 3:56 PM



Part 1 / Question 7 [Critical Environmental Area] No

Part 1 / Question 12a [National Register of Historic Places] No

Part 1 / Question 12b [Archeological Sites] No

Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

Part 1 / Question 15 [Threatened or Endangered Animal] No

Part 1 / Question 16 [100 Year Flood Plain] No

Part 1 / Question 20 [Remediation Site] No

MEMORANDUM

TO: Mount Kisco Planning Board

FROM: Peter Miley, Building Inspector *pm*

SUBJECT: 29 Carpenter Avenue

DATE: April 22, 2016

A review of the first submission included a number of items that required being addressed prior to the applicant being placed on the agenda and appearing before the planning board. A memo was sent to the applicant, following are the responses submitted by the applicant.

A review of the planning submission dated April 18, 2016 includes the following:

1. Requires Engineer/ Planner inspection and review.

Applicant: We assume this will be done in the ordinary course of Planning Board review? Let us know if we need to provide the consultants with copies directly.

Building Inspector: Yes the consultants are provided with a complete packet. The engineer and planner will review revised submission and conduct a site visit after the amended site-plan is received.

2. Proposed/ installed curbing to walkway leading to rear units "re-directs" water down stairs instead of catch basin located in the south east corner. I will defer to the engineer for comment.

Applicant: Our engineer has indicated this is not true, and has now indicated the slope.

Building Inspector: The Village engineer shall confirm at site visit.

3. Parking lot striping, no dimensions on proposed plans.

Applicant: The plan now indicates typical dimensions for the parking spaces, as did the previously approved site plan. No change is proposed for the parking areas, which were completed prior to the CO's being issued for Building A.

Building Inspector: Provided

4. Amended site plan still indicates **Accessible Ramp** at north-west corner to side unit.

Applicant: The Accessible Ramp has been removed. It was left on in error.

Building Inspector: Corrected

5. Landscape wall (front) is in the public right of way (over) property line.

Applicant: There appears to be a minor encroachment of a portion of the face of the wall into the right of way. It appears to have been built in this location to line up with the wall on the adjacent property which also seems to encroach. Again, no change is proposed with respect to this wall, it is existing and was constructed prior to the issuance of the CO's for Building A.

Building Inspector: I will defer to the Village attorney for his advice as to whether this requires an agreement with the Village.

6. AC units are not indicated on site plan-this is required for development coverage.

Applicant: The AC units have been added and included in the calculation of development coverage.

Building Inspector: Corrected

7. Is applicant utilizing the existing approved landscape plan, if so, it should be made part of the application.

Applicant: It is my understanding that landscaping required by the approved landscape plan was installed at the time the site work was completed and was in place prior to the issuance of CO's for Building A. At the time the bank took back the project through the foreclosure and we first appeared before the Planning Board over 2 years ago for an extension of the site plan approval (all we were told was required at that time), the Board asked the Planner to look at the site and check on the landscaping and we were advised it had all been installed per the plan. As we have stated previously, since the bank took the property back in a foreclosure it has very limited information and plans, and does not have a copy of the approved landscape plan. We assume the Village has a copy.

Building Inspector: The Village has a copy of the approved landscape plan, this needs to part of the application, and the Bld. Dept. can make copies at the Bld. Department. The Planner and VPE will inspect for compliance. Provided

8. The application should also include a copy of the original approved site plan.

Applicant: As per the discussion above, our client did not have a copy of the approved plans, and now has the 2005 amended approved site plan only because the Village located a copy and provided it to us. Do you want us to include copies of this plan with our submission now that you have provided us with a copy?

Building Inspector: Yes, include with submission. Provided

9. Dimensions at the retaining wall (right side-yard) are different on the survey by .4ft-please clarify and make the requisite change.

Applicant: The dimension has now been checked and made consistent on the survey and site plan.

Building Inspector: Corrected

10. The height dimensions of the retaining wall(s) a. stone around tree and b. timber (which is inaccurately described as stone) are inaccurate.

Applicant: The height dimensions have been re-checked and amended where necessary.

Building Inspector: Corrected

11. Please clarify proposed and/or existing material right side-yard retaining wall. Plan as shown is stone, inspection revealed wood timber.

Applicant: The site plan and survey have been modified to indicate this is a railroad tie retaining wall.

Building Inspector: Corrected

12. Stone wall at rear yard, not per approved site plan, if proposed-requires rear offset(s).

Applicant: The "stone wall" has been modified based upon a site visit. It is not in fact a wall, but a series of boulders acting as rip rap and is now correctly shown. Our understanding is that it does not require an offset.

Building Inspector: Corrected/ confirmed

13. Site requires (3) AREA variances (2) side-yard and (1) rear-yard setback for encroachment. Proposed site plan doesn't include offset dimensions.

Applicant: It is my understanding that it has been confirmed that the required setback is for buildings and does not apply to the walls, and therefore no variances are required.

Building Inspector: Agreed

14. Fence around (???) north-east end of parking lot. Is this the dumpster location?
Need fence height and design or indicate as per approved site plan.

Applicant: The area is now marked as Dumpster Area, which is what it was always intended to be and has been. The fence and height have been indicated. No change is proposed to this area which existed at the time of completion and CO's for Building A.

Building Inspector: Corrected on plan however;

15. Site plan missing Fire Hydrant.

Applicant: Hydrant is now shown.

Building Inspector: Corrected

16. Need revised Zoning Table.

Applicant: We believe the Zoning Table is now correct. If you still see any problems with it please let us know.

Building Inspector: Corrected

17. Need revised development coverage calculation work sheet.

Applicant: Revised development coverage calculation work sheet is attached.

Building Inspector: Corrected

18. Proposed resolution page (2) 5th whereas: Board should be aware that stairs are for access to rear unit, not utility room.

Applicant: It is my understanding this is why we now need amended site plan approval for the two rear units, as prior documents were inconsistent as to whether the units were one story or two. This has been discussed with the Planning Board previously.

Building Inspector: Board has been made aware.

McCULLOUGH, GOLDBERGER & STAUDT, LLP
ATTORNEYS AT LAW
1311 MAMARONECK AVENUE, SUITE 340
WHITE PLAINS, NEW YORK

10605

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KEITH R. BETENSKY
COUNSEL

FRANK S. McCULLOUGH (1905-1988)
EVANS V. BREWSTER (1920-2003)

March 22, 2016

Village/Town of Mount Kisco
Planning Board
MAR 22 2016
RECEIVED

Chairman Joseph Cosentino
and Members of the Planning Board
Village/Town of Mt. Kisco
104 Main Street
Mount Kisco, NY 10549

Re: 29 Carpenter Avenue, Hilltop Condominiums
Amended Site Plan Application

Dear Chairman Cosentino and Members of the Board:

This firm represents Realty Holding, LLC (the "Applicant"), the contract vendee for the unfinished units at Hilltop Condominiums located at 29 Carpenter Avenue (the "Property"). Realty Holding, LLC has entered into a contract to purchase the unfinished building B from M&T Bank, the successor to Hudson City Savings Bank. Although we now represent a new applicant, they are utilizing the same proposed site plan for the Property to complete the unfinished units.

Since our last appearance before this Board at its December 8, 2015 meeting, it has been determined by staff that neither of the unfinished units must be handicap accessible. We are therefore submitting a site plan that follows the design we previously submitted to you for the units. You may recall that the prior owner had framed out and partially constructed units B5 and B6 as two level units with a portion of the habitable space on the lower level and the remainder on the first floor level. The property slopes to the rear of Building B, making the lower level a walk out at the rear. We are submitting to you herewith an application for amended site plan approval related only to the configuration of the two rear units in Building B, together with an updated as built site plan to serve as the final site plan.

In support of this application, we are pleased to enclose fourteen (14) copies of the following documents, together with a check for the required escrow fee:

1. Completed and signed Application for amended site plan approval dated March 18, 2016;
2. Coverage Calculation Worksheet, prepared by Gabriel E. Senior, P.C.; and

Chairman and Members of the Planning Board

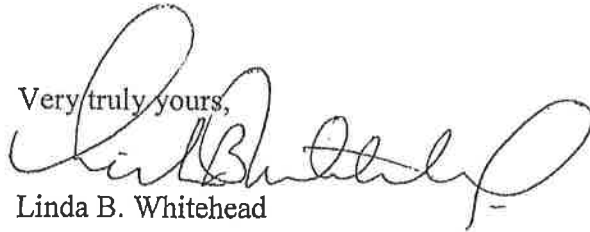
March 22, 2016

Page 2

3. Site plan and floor plan drawings prepared by Gabriel E. Senor, P.C. and RMG Associates.

We would appreciate if this matter could be placed on the agenda for your April 12, 2016 meeting at which time we request that the Board grant amended site plan approval as previously discussed. Thank you for your cooperation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Linda B. Whitehead", written over the typed name.

Linda B. Whitehead

Enclosures

cc: Realty Holding, LLC

Application Number PB2014-0260

Application for Site Plan/Subdivision/Special Use Permit Approval

Village/Town of Mount Kisco
Planning Board

MAR 22 2016

Submission Date 3/22/16

Application Fee N/A

(Due 21 Days in advance of Planning Board Meeting)

RECEIVED

Escrow Fee \$5,528.75

Type of Application: (Please Check All that Apply)

Site Plan Approval ☒ Land Subdivision Approval ☐ Special Use Permit ☐ Change of Use ☐

New Construction ☒ Addition ☐

*Amended Site Plan Application

Applicant Information:

Applicant Name: Realty Holding, LLC

Address: 80 Business Park Drive, Armonk, NY 10504

Phone Number: 914-273-5200 Fax: Email: eric@lashinsdevelopment.com

Applicant's relationship to property: Contract Vendee

Name of Property Owner: (if different from above) M&T Bank

Address: 25 S. Charles Street, 13th Floor, Baltimore, MD 21201

Phone Number: 410-244-4277 Fax: Email: codonovan@mtb.com

Has property owner been notified of proposed action? Yes ☒ No ☐

Application Information:

Project Name: Hilltop Condominiums, Building B, units B1, B2, B3, B4, B5 and B6

Project Address/Location: 29 Carpenter Avenue

Property Tax #: 69.81-3-2.1

Proposed Use (be specific): Multifamily dwelling - condominiums

Proposed New Floor Area(s) (square feet): Existing

Number of newly created parking spaces: Existing

Number of newly created building lots: N/A

Number of newly created curb cuts: N/A

Number of newly created water connections: Previously approved

Number of newly created sewer connections: Previously approved

Conformance with Lot and Bulk Requirements:

What is the Zoning Classification of the site? RM-10

	Required	Proposed
Minimum Gross Site Area	10,000 s.f.	Existing
Minimum Lot Area	1,500 s.f. per dwelling unit	Existing
Maximum Building Coverage	25%	Existing
Maximum Site Development Coverage	65%	Existing
Minimum Lot Depth	100'	Existing
Maximum Lot Width	100'	Existing
Front	25'	Existing
Rear	30'	Existing
Side	25'	Existing
Front	25'	Existing
Rear	25'	Existing
Side	25'	Existing
Maximum Building Height	2 1/2 stories or 35'	Existing
Required Parking Spaces	Previously approved	Previously approved
Other		

Do any easement agreements, property covenants or deed restrictions apply to this property? Yes ☒ No ☐
If yes, please list these documents and attach copies.

Declaration of Condominium

Will action require approval from the New York State Department of Transportation? Yes ☐ No ☒

Will action require approval from the New York City Department of Environmental Protection? Yes ☐ No ☒

Will action require approval from the New York State Department of Environmental Conservation? Yes ☐ No ☒

Will action disturb any wetlands or wetland buffer? Yes ☐ No ☒

If yes, please fill out a permit to disturb sensitive natural areas.

Will action disturb any steep slopes greater than 20 percent? Yes ☐ No ☒

If yes, please fill out a permit to disturb sensitive natural areas.

Note: APPLICATION WILL ONLY BE PROCESSED WHEN:

1. APPLICATION FEE / ESCROW FEE IS PAID
2. COMPLETED APPLICATION FORM IS SIGNED AND SUBMITTED
3. FOLDED COPIES OF REQUIRED NUMBER OF DRAWINGS ARE SUBMITTED

The above information is complete and factually correct to the best of my knowledge:

Applicant's Signature h h, manager date 3/18/16
Owner's Signature MAT Beck by [Signature], Attorney date 3/18/16

Application reviewed by [Signature] Date [Signature]

VILLAGE/TOWN OF MOUNT KISCO
Building Department
104 Main Street
Mount Kisco, NY 10549
(914) 864-0019



Application Name or Identifying Title: 29 Carpenter Ave.
Tax Map Designation (Section/Block/Lot) or Proposed Lot No.

COVERAGE CALCULATIONS WORKSHEET
(See next page for pertinent definitions and other related provisions)

A. BUILDING COVERAGE [Enter "0" below if category is not applicable]

- | | |
|--|---------------|
| 1. Total lot area (sq. ft) = | <u>39,447</u> |
| 2. Maximum permitted building coverage (sq. ft) = | <u>9,861</u> |
| 3. Amount of lot area covered by principal building: | |
| <u>7543</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>7,543</u> |
| 4. Amount of lot area covered by accessory buildings: | |
| <u>0</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>0</u> |
| 5. Amount of lot area covered by porches: | |
| <u>0</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>0</u> |
| 6. Total building coverage: Lines 3 + 4 + 5 (sq. ft) = | <u>7,543</u> |

If line 6 is less than or equal to Line 2, your proposal complies with the Village's regulations; if Line 6 is greater than Line 2, your proposal does not comply with the Village's regulations.

B. DEVELOPMENT COVERAGE [Enter "0" below if category is not applicable]

- | | |
|---|---------------|
| 1. Total lot area (sq. ft.) = | <u>39,447</u> |
| 2. Maximum permitted development coverage (sq. ft.) | <u>25,640</u> |
| 3. Amount of building coverage from Line 6 in Section A above (sq. ft.) | <u>7,543</u> |
| 4. Amount of lot area covered by driveway, parking areas, walkway and areas covered with gravel | |
| <u>13,754</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>13,754</u> |
| 5. Amount of lot area covered by terraces, patio, decks: | |
| <u>0</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>0</u> |
| 6. Amount of lot area covered by tennis court, platform tennis court, And related mechanical equipment: | |
| <u>0</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>0</u> |
| 7. Amount of lot area covered by all other structures, not including pre-existing stone walls: | |
| <u>398</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>398</u> |
| 8. Total development covered: Lines 3 + 4 + 5 + 6 + 7 (sq. ft) = | <u>21,696</u> |

If line 8 is less than or equal to Line 2, your proposal complies with the Village's regulations. If Line 8 is greater than Line 2, your proposal does not comply with the Village's regulations.

McCULLOUGH, GOLDBERGER & STAUDT, LLP

ATTORNEYS AT LAW

1311 MAMARONECK AVENUE, SUITE 340

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COUNSEL

FRANK S. McCULLOUGH (1905-1998)
EVANS V. BREWSTER (1920-2005)

April 18, 2016

Village/Town of Mount Kisco
Planning Board

APR 18 2016
RECEIVED

Chairman Joseph Cosentino
and Members of the Planning Board
Village/Town of Mt. Kisco
104 Main Street
Mount Kisco, NY 10549

Re: 29 Carpenter Avenue, Hilltop Condominiums
Amended Site Plan Application

Dear Chairman Cosentino and Members of the Board:

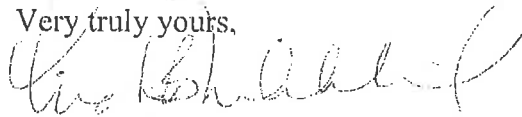
This firm represents Realty Holding, LLC (the "Applicant"), the contract vendee for the unfinished units at Hilltop Condominiums located at 29 Carpenter Avenue (the "Property"). Since our last submission to this Board on March 22, 2016, a number of questions were raised by Mt. Kisco Building Inspector Peter Miley. In order to supplement our March 22nd submission and respond to Mr. Miley's comments, we are pleased to enclose fourteen (14) copies of the following documents:

1. Coverage Calculation Worksheet, prepared by Gabriel E. Senor, P.C., last updated April 15, 2016;
2. Property Survey and Site Plan prepared by Gabriel E. Senor, P.C.; last updated April 15, 2016; and
3. Previously approved Site Plan, prepared by Gabriel E. Senor, P.C., last updated August 21, 2005.

The application forms and architectural plans for the rear units prepared by RMG Associates, last updated April 30, 2015, were included in the March 22, 2016 submission.

We look forward to discussing this matter with the Planning Board at its April 26th meeting, at which time we respectfully request that the Board grant amended site plan approval as previously discussed. Thank you for your cooperation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Linda B. Whitehead", written in a cursive style.

Linda B. Whitehead

Enclosures

cc: Realty Holding, LLC
Peter J. Miley – Building Inspector

VILLAGE/TOWN OF MOUNT KISCO

Building Department
104 Main Street
Mount Kisco, NY 10549
(914) 864-0019

Village/Town of Mount Kisco
Planning Board

APR 18 2016

RECEIVED

Application Name or Identifying Title: 29 Carpenter Ave.

Tax Map Designation (Section/Block/Lot) or Proposed Lot No. _____

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(See next page for pertinent definitions and other related provisions)

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| 6. Amount of lot area covered by tennis court, platform tennis court, And related mechanical equipment: | |
| <u>0</u> existing (sq. ft) + <u>56.25</u> proposed (sq. ft) = | <u>56</u> |
| 7. Amount of lot area covered by all other structures, not including pre-existing stone walls: | |
| <u>398</u> existing (sq. ft) + <u>0</u> proposed (sq. ft) = | <u>398</u> |
| 8. Total development covered: Lines 3 + 4 + 5 + 6 + 7 (sq. ft) = | <u>21,751</u> |

If line 8 is less than or equal to Line 2, your proposal complies with the Village's regulations. If Line 8 is greater than Line 2, your proposal does not comply with the Village's regulations.

REVISED 4/15/2016



VILLAGE/TOWN OF MOUNT KISCO
WESTCHESTER COUNTY, NEW YORK

104 Main Street
Mount Kisco, New York 10549-0150

Telephone
(914) 241-0500

MEMORANDUM

TO: Mount Kisco Planning Board

FROM: Peter Miley, Building Inspector *pm*

SUBJECT: Bare Burger
441 Main Street, Property ID #80.50-4-4

DATE: April 19, 2016

The applicant has applied to the Zoning Board of Appeals for the required variances.


The applicant has addressed all comments from the Building Department.

\mkl

MEMORANDUM

TO: Honorable Joseph Cosentino and
Members of the Mount Kisco Planning Board

CC: Michelle Lailer
Whitney Singleton, Esq.
Anthony Oliveri, P.E.
Peter Miley

FROM: Jan K. Johannessen, AICP 
Village Planner

DATE: April 20, 2016

RE: Site Plan and Special Use Permit Application – Conceptual
BareBurger Restaurant
441 East Main Street
Sheet 80.50, Block 4, Lot 4

Village/Town of Mount Kisco
Planning Board

APR 21 2016

RECEIVED

Project Description

The subject property is comprised of ± 0.58 acres of land, is located at 441 East Main Street within the General Retail (GR) Zoning District, and contains a 1-story building formerly occupied by Friendly's. The applicant, BareBurger Restaurant, is currently renovating the space and is proposing amendments to the previously approved site plan, including outdoor seating, landscaping, lighting, and other site improvements.

SEQRA

The proposed action is a Type II Action and is categorically exempt from the State Environmental Quality Review Act (SEQRA).

Comments:

1. The applicant has satisfied the majority of the comments contained within our March 16, 2016 memorandum.

2. The proposed outdoor seating necessitates a Special Use Permit from the Planning Board; all Special Use Permits require a public hearing.
3. The following comments pertain to the submitted lighting plan:
 - The lighting plan must be revised to comply with Chapter 110-32C(4) and (5) of the Village Zoning Code.
 - The applicant is proposing to reuse the existing light poles. As the longevity of these poles can be a concern, it is recommended that applicant confirm the structural integrity of the existing poles to be reused.
 - Existing light pole foundations that will not be reused shall be shown to be removed (if any).
 - It is recommended that the proposed floodlight located at the rear of the building be exchanged with a downward facing shielded fixture.
 - It is recommended that hours of operation associated with the parking lot lights be modified so they are turned off during non-operating hours (currently proposed to remain on from 6 p.m. – 6 a.m.).
4. We note that the dumpster enclosure construction detail is not consistent with the Planning Board's standard detail; typically, the Planning Board requires that the dumpster enclosure be constructed with block material with the exterior façade treated to be aesthetically consistent with the principal building.
5. We defer to the Building Inspector regarding zoning and parking compliance.

Plans Reviewed, prepared by VKS Architects and dated April 4, 2016:

- Proposed Site Plan, Key Map, Zoning Table & Notes (S1)
- Propose Floor Plan & Elevation (S2)
- Section Details (S3)
- Photometric Plan and Details (P1)

Other Plan Reviewed:

- Landscape Plan, prepared by A2 Land Consulting, LLC

Chairman Joseph Cosentino
April 20, 2016
Page 3 of 3

Documents Reviewed:

- Letter, prepared by VKS Architects, dated April 1, 2016
- Application for Site Plan Approval
- Short Environmental Assessment Form, dated April 1, 2016
- Agreement to Lease

JKJ/dc

T:\Mount Kisco\Correspondence\MK2101JJ-MKPB-441EMain(BareBurger)-Review-Memo-4-20-16.docx

Dolph Rotfeld Engineering, P.C.

MEMORANDUM

To: Joseph Cosentino, Planning Board Chairman

C: Edward W. Brancati, Village Manager
Planning Board Members
Peter Miley, Building Inspector
Whitney Singleton Esq., Village Attorney,
Jan K. Johannessen AICP, Village Planner

From: Anthony Oliveri, P.E.

Date: April 21, 2016

Re: Site Plan Application
Bareburger Restaurant
441 East Main Street
Village/Town of Mount Kisco

Village/Town of Mount Kisco
Planning Board
APR 21 2016
RECEIVED

With regard to the above mentioned project, this office has reviewed the following plans and submittals:

- Plan set entitled "Alterations and Renovation to Bareburger Restaurant", prepared by VKS Architects, last dated 4/4/16;

Our comments are as follows:

1. The site plan notes "Permalok" asphalt edging at the newly created grass/landscaped peninsulas in the parking lot. The Code requires concrete curbing to be utilized.
2. Concrete curb is proposed along the south side of the parking lot, along with concrete wheel stops, one, not both should be utilized. Of note also, is that the Code prohibits the use of concrete wheel stops.
3. The plan does not note the grading or drainage patterns in the existing parking lot. It is presumed that the lot drains generally to the southeast overland as there is no drainage infrastructure shown on the existing plan. Adding curbs will concentrate flows and may create erosion issues along the property line in various locations. This issue should be addressed along with the curb questions also raised.
4. Protective bollards should be added at the back wall of the proposed trash enclosure.
5. It is noted that this parcel is located in the NYCDEP Designated Main Street Area, thus any newly created impervious surface would be subject to NYCDEP approval. It does not appear that any new impervious areas are created, however the applicant should verify this with the NYCDEP.

Please feel free to contact me if you have any questions.
Thank you

April 1, 2016

VKS Architects

P.O. Box 696
Katonah NY 10536
914-232-9828
vks@vksa.com

To: Village/Town of Mt Kisco
104 Main Street
Mt. Kisco NY 10549

Village/Town of Mount Kisco
Planning Board

Attn. Planning Board

APR 05 2016

Re: 441 East Main Street (Bareburger)
Tax ID 80.50-4-4

RECEIVED

Dear Sir or Madam:

We hereby submit the Formal Application for Site Plan Approval for the property located at 441 East Main Street (the former Friendly's site), in accordance with the comments provided by the Planning Board, Peter Miley the Building Inspector (dated 3/17/2016) and Jan K. Johannessen, AICP, Kellard Sessions Consulting PC, Village Planner (dated 3/16/2016) for our Conceptual Review Submission reviewed on 3/22/2016 at the Planning Board meeting.

Below is a brief history of the site and the summary of the proposed modifications and improvements.

The property comprises approximately 0.58 acres. The last site plan was approved in 1983 by the Village of Mount Kisco Planning Board. A copy of the 1983 approved site plan was submitted to the Planning Board as part of the Conceptual Review submission.

The proposed modifications and improvements consist of the following items.

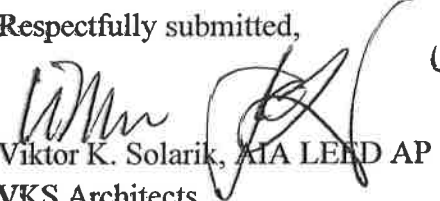
1. Item #1 of Building Inspector's Memorandum: Currently the lot coverage is approximately 81%. We propose to reduce the overall lot coverage to below the limit of 80% to comply with the zoning ordinance. This is to be achieved by removing sections of the asphalt pavement between parking spaces where applicable. The coverage worksheet and diagrams are provided on drawing S2 (item #1 of Building Inspectors Memorandum of 3/17/2016)
2. Item #2 of Building Inspector's Memorandum & Item #4 of Village Planners Memo: See the attached landscaping plan by A2 Land Consulting LLC, Landscape Architect, showing the proposed landscaping at the property, namely around the dumpster enclosure and in the front yard along the sidewalk.

3. Item #3 of Building Inspector's Memorandum & Item #4 of Village Planners Memo: The existing site lighting was not shown on the 1983 approved site plan. We propose to retain six of the nine light posts. All existing post mounted light fixtures will be replaced with LED type lighting fixtures. The photometric plan is submitted with this application. The proposed lighting meets the requirements of Section §110-32 of the Village/Town of Mount Kisco Code.
4. Item #4 of Building Inspector's Memorandum: The site signage and exterior façade improvements have been submitted, reviewed and approved by the Architectural Review Board. The additional modifications to the building's exterior (new deck) will also be submitted to the Architectural Review Board for approval.
5. Item #5 &6 of Building Inspector's Memorandum and Item #3 of Village Planner's Memo: The existing dumpster/compactor was installed after the 1983 site plan approval and it is estimated that it has been in the same location for most of the time between 1983 and today. We propose to keep the dumpster in the same location and provide a fence enclosure to screen the dumpster. We have applied to the ZBA to obtain a variance for rear yard setback of 1'-6" as well as for the enclosure height (8'-0" where 6'-6" max. is allowed).
6. While the number of parking spaces will remain, the two handicapped parking spaces will be revised and restriped to comply with the current ADA requirements
7. Items #7 of Building Inspector's Memorandum: We propose to construct new outdoor seating deck area on the south side of the building. We propose to provide 7 tables (18 seats) on the new deck. We also propose new outdoor seating patio in the front of the building, along East Main Street with two tables (4 seats). The proposed patio has been reduced in size and additional landscaping is proposed along the sidewalk taking into account the Planning Board's comments during the Conceptual Review process. Outdoor seating is allowed for a max 30% of indoor tables (4 tables). A variance filed with the ZBA is being submitted for the additional outdoor tables.
8. Item #8 of Building Inspector's Memorandum: We are also requesting the Special Use Permit for the outdoor seating as part of this Site Plan Approval Application.
9. Item #9 of Building Inspector's Memorandum and Item #2 of Village Planner's Memo: The proposed outdoor dining will comply with Par. 93-4D(2) as indicated on the drawings.
10. Item #5 if Village Planner's Memorandum: The existing free standing sign on the southwest corner of the property does not comply with the Village Code and will be removed. Only building mounted signage is proposed (and approved by the ARB).

11. Existing asphalt pavement will be repaired where damaged. New concrete curb is proposed along the southern edge of the parking lot to keep pavement in place.

We look forward to attending the next Planning Board meeting and to discussing the application with the Board.

Respectfully submitted,



Viktor K. Solarik, AIA LEED AP
VKS Architects

cc. file,
Jill Pescatore, Owner
George Rodas, Bareburger

Application for Site Plan/Subdivision/Special Use Permit Approval
 Village/Town of Mount Kisco
 Planning Board

APR 05 2016

Submission Date

RECEIVED

(Due 21 Days in advance of Planning Board Meeting)

Application Fee \$2,900.00

Escrow Fee \$5,000.00

Type of Application: (Please Check All that Apply)

Site Plan Approval ☒ Land Subdivision Approval ☐ Special Use Permit ☒ Change of Use ☐
 New Construction ☐ Addition ☐

Applicant Information:

Applicant Name: VKS Architects Viktor K Solarik AIA
 Address: P.O. Box 696 Katonah Ny 10536
 Phone Number: (914) 232-9828 Fax: Email: vks@vksa.com
 Applicant's relationship to property: Architect

Name of Property Owner: (if different from above) Jill Pescatore
 Address: 229 Woodridge Circle New Canaan, CT 06840
 Phone Number: (203) 505-8236 Fax: Email: Jillpescatore@icloud.com
 Has property owner been notified of proposed action? Yes ☒ No ☐

Application Information:

Project Name: BareBurger Restaurant
 Project Address/Location: 441 E. Main st Mount Kisco NY
 Property Tax #: 80.50-4-4
 Proposed Use (be specific): Restaurant with 63 indoor seats & 7 employees + 22 outdoor seats = 92 Total occupants
 Proposed New Floor Area(s) (square feet): Gross - 2,640 sf Dining area - 1,105 sf
 Number of newly created parking spaces: New - 0 Existing - 32 (Per 1983 approved site plan)
 Number of newly created building lots: New - 0 Existing parking to be reduced in size
 Number of newly created curb cuts: New - 0 Existing to remain - 4
 Number of newly created water connections: New - 0 Existing to remain - 1
 Number of newly created sewer connections: New - 0 Existing to remain - 1

Conformance with Lot and Bulk Requirements:What is the Zoning Classification of the site? GR

	Required	Proposed
Minimum Gross Site Area		
Minimum Lot Area	10,000 sf	25,338 sf
Maximum Building Coverage	30% (7,601 sf)	10.42% (2,640 sf)
Maximum Site Development Coverage	80% (25,270 sf)	79.24% (20,097 sf)
Minimum Lot Depth	N/A	190'-0"
Maximum Lot Width	75'-0"	165'-0"
Yard Setbacks:		
Front	20'-0"	10'-0" (Pre-existing non conforming)
Rear	6'-0"	80'-0"
Side	6'-0"	Non-Res - 46'-0" / Residential - 40'-0"
Buffer:		
Front	20'-0"	10'-0" (Pre-existing non conforming)
Rear	40'-0"	80'-0"
Side	Non-res - 5'-0" / Residential - 40'-0"	Non-Res - 46'-0" / Residential - 40'-0"
Maximum Building Height	2 Stories / 30'-0"	1 Story / 25'-0"
Required Parking Spaces	23 Spaces	32 Spaces
Other		

Do any easement agreements, property covenants or deed restrictions apply to this property? Yes ___ No X

If yes, please list these documents and attach copies.

Existing easement on Southwest corner of property (Next to exit road from Leonard park)

Easement is assumed to be visual easement for traffic control.

Will action require approval from the New York State Department of Transportation? Yes ___ No XWill action require approval from the New York City Department of Environmental Protection? Yes ___ No XWill action require approval from the New York State Department of Environmental Conservation? Yes ___ No XWill action disturb any wetlands or wetland buffer? Yes ___ No X

If yes, please fill out a permit to disturb sensitive natural areas.

Will action disturb any steep slopes greater than 20 percent? Yes ___ No X

If yes, please fill out a permit to disturb sensitive natural areas.

Note: APPLICATION WILL ONLY BE PROCESSED WHEN:

1. APPLICATION FEE / ESCROW FEE IS PAID
2. COMPLETED APPLICATION FORM IS SIGNED AND SUBMITTED
3. FOLDED COPIES OF REQUIRED NUMBER OF DRAWINGS ARE SUBMITTED

The above information is complete and factually correct to the best of my knowledge:

Applicant's Signature [Signature]Owner's Signature [Signature]date 1/18/16date 1-15-16

Application reviewed by: _____ Date: _____

617.20
Appendix B
Short Environmental Assessment Form

Village/Town of Mount Kisco
Planning Board

APR 05 2016

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Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
BareBurger Restaurant							
Name of Action or Project: Renovation of existing restaurant building							
Project Location (describe, and attach a location map): Tax Map # 80.50-4-4 441. East Main st. Mount Kisco NY							
Brief Description of Proposed Action: Modify existing parking lot to comply with currently lot coverage zoning regulations Proposed exterior stone patio area. Renovation of existing side entrance to restaurant. Proposed enclosure around existing dumpster. Existing asphalt parking lot to remain.							
Name of Applicant or Sponsor: Viktor Solarik AIA		Telephone: (914) 232-9828 E-Mail: Vks@vksa.com					
Address: P.O. Box 696							
City/PO: Katonah		State: NY	Zip Code: 10536				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"><tr><td>NO</td><td>YES</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Village of Mount Kisco - Planning board approval and Building Permit			<table border="1" style="width: 100%; text-align: center;"><tr><td>NO</td><td>YES</td></tr><tr><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 0.58 acres							
b. Total acreage to be physically disturbed? 0.0304 acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.58 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input checked="" type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Existing storm water discharge system as per 1983 approved site plan is to remain _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the ponding of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
<input checked="checked" type="checkbox"/>	<input type="checkbox"/>	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Viktor Solarik AIA _____ Date: <u>4/1/2016</u> Signature:		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT

RESET

AGREEMENT OF LEASE

APR 05 2016

Between Jilly C LLC, a New York Corporation having an office at 208-50 10th Avenue, Bayside, N.Y. 11360 (hereinafter called "Landlord") and Kisco Kitchen, LLC, a New York Corporation, having an address at 3101 Vernon Boulevard, Long Island City, N.Y. 11106.

RECEIVED

WITNESSETH

In consideration of the terms, covenants and conditions herein contained, Landlord and Tenant hereby agree with each other as follows:

PREAMBLE

A. BASIC LEASE PROVISIONS AND DEFINITIONS:

In addition to other terms elsewhere defined in this: Lease, the following terms whenever used in this Lease should have only the meanings set forth in this Pre-amble, unless such meanings are expressly modified, limited, or expanded elsewhere in this Lease.

(1) Date of Lease: June 26, 2015

(2) Demised Premises: The premises located at 445 Main Street, Mt. Kisco, N.Y. 10549 buildings and paved lot.

(3) Term: A period of **ten (10) Lease Years starting July 1, 2015 to June 30, 2025** (as hereinafter defined) subject to renewal in accordance with the terms of Article 47 hereof.

(4) Lease Year: The first "Lease Year" shall commence on the Commencement Date (as hereinafter defined) and shall end with the expiration of the next succeeding twelve (12) months, plus the number of days, if any, required to have the period end at the expiration of the calendar month and each succeeding "Lease Year" shall run concurrently with each succeeding period of twelve (12) calendar month.

(5) Minimum Rental Rate:

Initial Term

Year 1: July 1, 2015 to June 30, 2016 \$10,125.00 per month, \$121,500.00 for the year

Year 2: July 1, 2016 to June 30, 2017 \$10,428.75 per month, \$125,145.00 for the year

Year 3: July 1, 2017 to June 30, 2018 \$10,741.61 per month, \$128,899.32 for the year

Year 4: July 1, 2018 to June 30, 2019 \$11,063.86 per month, \$132,766.32 for the year

Year 5: July 1, 2019 to June 30, 2020 \$11,395.78 per month, \$136,749.36 for the year

Year 6: July 1, 2021 to June 30, 2022 \$11,737.65 per month, \$140,851.80 for the year

become due from and payable by Tenant to Landlord hereunder.

(11) Rent(s) or Rental(s) (whether capitalized or not): Minimum Rental and/or Additional Rental.

B. DEMISE.

Landlord hereby demises and leases to Tenant and Tenant hereby takes and hires from Landlord the Demised Premises. Such demise is made subject to any current or future easement, encumbrance, or agreement between Landlord and any third party providing same do not impair, disrupt, interfere or otherwise adversely affect Tenant's actual use, occupancy, and enjoyment of the Demised Premises. Landlord represents that Landlord will not construct any structure within the boundaries of the property that would impair the view of the Demised Premises.

C. USE.

Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and any fire insurance board or rating organization or similar organization having jurisdiction, Tenant covenants and agrees that the Demised Premises shall be used and occupied only for the permitted uses and for no other purpose whatsoever.

D. RENTAL PAYMENTS.

Tenant covenants to pay a Minimum Rental at the Minimum Rental Rate set forth hereinabove in equal monthly installments, in advance, without demand, set-off or deduction whatsoever, on the first day of each month, together with Additional Rental as hereinafter provided, all to be paid by Tenant to Landlord at Landlord's address or at such other place as Landlord may designate in writing. Notwithstanding the foregoing, the first installment of Minimum Rental (to be applied to the eight month of the Lease term) and an amount estimated by Landlord to be the amount of Additional Rental payments (to be applied to the eight month of the Lease Term) due pursuant to the terms of this Lease as of the commencement of the term hereof shall be paid on the execution of this Lease. If the term shall commence on a date other than the first day of a calendar month, Rentals for such fractional monthly period shall be prorated, calculated on a thirty (30) day calendar month and the balance of Rentals for such first month being paid upon the execution of this Lease shall be applied against the next Rentals becoming due. If Tenant shall fail to pay any Rental within ten (10) days of the date when the same is due and payable, Tenant shall, upon demand, pay Landlord a late charge of \$500.00 or ten (10%) percent of the past due amount whichever is greater.

E. GROSS SALES.

The term "Gross Sales" means the selling price of all merchandise sold in or from the Premises and the charges for all services performed by Tenant and sold in or from the Premises and shall include sales and charges for cash or credit. The terms Gross Sales shall not include: (1) returns and refunds made by Tenant upon transactions included within Gross Sales, not exceeding the original selling price of merchandise returned by the purchaser and accepted by Tenant, (2) exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been made at, in, on, or from the Premises, (3) the amount of any city, county, state, or federal sales, luxury, or excise tax on such sales which is both added to the selling price (or absorbed therein) and paid to the taxing authority by Tenant (but not by any vendor of Tenant), (4) amounts of any employee discounts, (5) sales of non-food promotional items, (6) sales of fixtures or equipment after use thereof in conduct of Tenant's business on the Premises, (7) proceeds of property insurance received by Tenant upon a loss or damage to Tenant's merchandise or equipment or other personal property while located on the Premises, (8) proceeds from sale of items from any vending machines on the Premises, and (8) proceeds

Landlord failed to deliver possession in accordance with the terms of this Lease or based on a claim that the size, location, layout, dimensions or construction of the building in which the Demised Premises are located or service areas (if any), sidewalks, parking or other common areas (if any), or any other facilities to be furnished by Landlord, were not completed or furnished in accordance with the terms of this Lease except for latent defects and defects which Tenant notifies Landlord of within thirty (30) days of opening for business. Notwithstanding the foregoing, if after Tenant's opening for business and during the term hereof Landlord is in default under any of its Lease obligations, Tenant shall have such rights at law or in equity to which it may be entitled except that Tenant hereby waives any right to cancel or terminate this Lease or to seek a diminution of rent unless such right is explicitly reserved to Tenant under the terms of this Lease. Upon the opening of the Demised Premises for business to the public, the Tenant, subject nonetheless to the aforesaid 30-day period, shall be deemed to have certified to the Landlord and the holder of any mortgage to which this Lease is, or shall thereafter be, subject and subordinate, that the Demised Premises have been delivered to it in accordance with the terms of this Lease and that possession thereof has been fully and completely accepted by Tenant who is then in possession of the same, and that the term of this Lease and the opening for business to the public and the date for the payment of Minimum Rental and Additional Rental hereunder have all theretofore commenced and that the Demised Premises, nor any violation of any of the Lease terms on the part of the Landlord. The foregoing provisions shall be self-operative and no further instrument, letter or certificate shall be required by the Landlord or any such mortgagee unless either said Landlord or mortgagee shall deem same appropriate in which event, in confirmation of the foregoing, the Tenant shall, without cost to Landlord, promptly execute, in writing, any instrument, letter and/or certificate containing the foregoing and such other like provisions in regard to the condition of the Demised Premises, the building in which the Demised Premises are located.

2. TAXES.

A. The term "Taxes" shall mean the aggregate of the real, estate taxes, assessments and other governmental charges and levies, general and special, ordinary and extraordinary foreseen and unforeseen, of any kind or nature whatsoever (including without limitation assessments for public improvements or benefits and interest on unpaid installments thereof) which may be levied, assessed or imposed or become liens upon or arise out of the use, occupancy or possession of the property (land, buildings, leasehold improvements, betterments and other permanent improvements) from time to time. The term "Taxes" shall not, however, include inheritance, estate, succession, transfer, gift, franchise, corporation income or profit tax imposed upon Landlord, its shareholders and/or principals; provided, however, that if at any time during the term of this Lease the methods of taxation prevailing at the commencement of the term of this Lease shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed.

B. The term "Tax Year" shall mean the twelve (12) month period commencing on the first day of each calendar year.

C. The term "Tenant's Tax Charge" shall be an amount equal to 100% of the Taxes for each Tax Year.

D. Tenant's Tax Charge (as the same may be subsequently increased or decreased) shall be paid to Landlord in equal monthly installments in advance on the first day of each calendar month during such Tax Year. If, on the first day of any calendar month the amount of Taxes payable during the then current Tax Year shall not have been determined by the taxing authority, then the Tax Charge then payable by Tenant shall be estimated by Landlord subject to immediate (i) adjustment, if necessary when the amount of such Taxes shall be determined, and (ii) payment upon submission of a statement therefore by Landlord. Within sixty (60) days after the end of each Tax Year, Landlord shall deliver a copy to Tenant of all tax bills for such Tax Year together with a statement showing the amount of Tenant's Tax Charge. If the amount of such monthly payments paid by Tenant exceeds the actual amount due, the overpayment shall be credited on Tenant's next succeeding payment. If the amount of such monthly payments paid by Tenant shall be less

Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and shall not use the Demised Premises in such manner as to constitute a violation of the permitted use of the same, and shall not bring or permit to be brought or kept in or on the Demised Premises, any inflammable, combustible or explosive fluids, materials, chemicals or other substances other than lighter fluid and painting and cleaning supplies, or permit any cooking unless expressly authorized by this Lease or permit any objectionable odors to emanate from the Demised Premises or do or permit any act upon the Demised Premises which might unreasonably subject Landlord to any liability or responsibility for injury to any person or damage to any property by reason of any business or operation being carried on in the Demised Premises. Tenant shall comply with all rules, orders or requirements of any appropriate board of fire underwriters, fire insurance rating organization, or other similar body or bodies having jurisdiction, and shall not do or permit or bring or keep anything in the Demised Premises which shall increase the rate of fire insurance on the building of which the Demised Premises are a part or on the property kept therein over that in effect at the commencement of the term, and, should Tenant fail to do so, Tenant shall reimburse Landlord on demand as an Additional Rental hereunder for the increase on all insurance premiums thereafter payable and which shall be directly charged because of such violation by Tenant. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or makeup of rates for the building of which the Demised Premises are a part issued by the appropriate fire insurance rating organization or other body fixing the fire insurance rates shall be conclusive of the facts therein stated and of the items and charges in the fire insurance rate then applicable. Landlord shall similarly comply with the requirements of all laws, orders, ordinances, and regulations of all governmental authorities with respect to the property.

6. REPAIRS.

Tenant agrees to make all necessary repairs to the Demised Premises and the Building in which they are located. Tenant covenants throughout the term hereof, at its sole cost and expense, to keep and maintain the Demised Premises, the exterior fencing and gates, thereof, all loading areas exclusively servicing same, and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air conditioning, electrical, gas and like fixtures and equipment, also doors and door frames, windows and window frames, window cleaning, security systems and walls of the Demised Premises, and in good repair, order and condition, making all repairs and replacements thereto as may be required, all repairs and replacements to be of the same quality, design and class as the original work. Tenant to make repairs to the structural parts of the building, i.e., the bearing walls, beams, foundations and concrete slab, and any other repairs what so ever. Landlord will maintain the roof during the term of this Lease. However, in the event Landlord replaces the roof, the Tenant will be responsible for the roof and will receive a warranty on the new roof for the remaining terms of the Lease.

7. ADDITIONS, ALTERATIONS, IMPROVEMENTS.

A. Tenant shall be permitted to alter the interior of the Demised Premises to facilitate Tenant's business without Landlord's prior consent (not to be unreasonably withheld, delayed or conditioned) provided that no such work shall be commenced unless and until Tenant, at Tenant's sole cost and expense, obtains all necessary governmental permits and approvals therefore. Tenant agrees that all such work shall be performed in a manner which will not create any work stoppage, labor disruption or dispute or violate Landlord's union contracts affecting the property.

B. On the last day of the term or on the sooner termination thereof, Tenant shall (i) peaceably surrender the Demised Premises broom-clean and in good order as of the commencement of the term of this Lease, except for reasonable wear and tear and except as otherwise provided herein; and (ii) at its expense remove from the Demised Premises the signs, moveable furniture, trade fixtures and carpeting which were furnished and installed by and at Tenant's sole cost and expense ("Tenant's Property"), and any of Tenant's Property not so removed may at Landlord's election, and without limiting Landlord's right to compel removal thereof, be deemed abandoned. Any damage to the Demised Premises caused by Tenant in the

the validity thereof and irrespective of the fact that Tenant may contest the propriety or the amount thereof, and Tenant, upon demand, shall pay Landlord the amount so paid out by Landlord in connection with the discharge of said lien, together with reasonable expenses incurred in connection therewith, including attorneys' fees. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject Landlord's estate in the Demised Premises to any lien or liability under the lien laws of the State in which the property is located.

10. ASSIGNMENT, SUBLETTING.

Tenant shall not assign, mortgage or encumber this Lease, or sublet, underlet, license or permit the Demised Premises or any part thereof to be used by others, whether voluntarily or by operation of law or otherwise unless approved by Landlord, such approval can not be unreasonably withheld.

11. LANDLORD'S RIGHTS.

Landlord, subject in all instances to Tenant's security requirements, shall have the right to enter upon the Demised Premises at all reasonable hours for the following purposes: to inspect or protect the same; to effect compliance with any law, order or regulation of any governmental authority having jurisdiction; to exhibit same to prospective purchasers, lenders or tenants; to make or supervise repairs, or alterations to the same or the building of which the Demised Premises are a part, and to take all materials thereon that may be required therefore to erect, use and maintain pipes and conduits in and through the Demised Premises; and to alter, decorate or otherwise prepare the Demised Premises for re-occupancy at any time after Tenant has vacated the same or shall have removed substantially all of its property there from. None of the foregoing shall constitute an actual or constructive eviction of Tenant or a deprivation of its rights, nor subject Landlord to any liability or impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the building of which the Demised Premises are a part, or any part thereof, other than as herein specifically provided, or entitle Tenant to any compensation or diminution or abatement of the rent reserved. Notwithstanding the foregoing, Landlord shall use its reasonable efforts not to interfere with Tenant's business nor permanently decrease the size of the Demised Premises. If Tenant refuses or neglects to make such repairs as it is required to make and complete the same with reasonable dispatch, Landlord may make or cause such repairs to be made at Tenant's cost and expense, and the amount so paid by Landlord, plus twenty (20%) percent for Landlord's overhead with Interest thereon from time of payment, shall be due on the first of the next succeeding month and shall be then payable as an Additional Rental. Landlord shall not be responsible to Tenant for any loss or damage that may accrue to its merchandise or other property by reason of any work done by Landlord in or about the Demised Premises except for loss or damage due to Landlord's negligence. Tenant agrees that Landlord shall have the right to prohibit the continued use by Tenant of any illegal method of business operation, if, in Landlord's opinion, the continued use thereof would impair the reputation of the property as a desirable place or is otherwise out of harmony with the general character thereof, and upon notice from Landlord, Tenant shall forthwith refrain from or discontinue such activities.

A) REMEDIES OF LANDLORD □ If an Event of Default occurs, Landlord may terminate this Lease. Upon termination of the Lease, Landlord may re-enter the Premises, with process of law, and remove all persons, fixtures and personal property from the Premises. Landlord shall use reasonable efforts to mitigate its damages arising out of Tenant's default. If, despite its mitigation efforts, Landlord does not relet the Premises, Tenant shall pay to Landlord Rent as it becomes due. If Landlord does relet the Premises, Tenant shall pay to Landlord the difference, if any, between the Rent due hereunder and the rent received by Landlord from the new tenant. Alternatively, upon termination of the Lease, Landlord shall be entitled to recover as liquidated damages all rents and other sums payable by Tenant as of the date of termination plus (i) the value of the Rent to be paid by Tenant to Landlord from the date that Landlord seeks such liquidated damages through the remainder of the Term, discounted at three percent (3%), minus the fair rental value of the Premises for that period, discounted at three percent (3%), plus (ii) the reasonable costs incurred by Landlord in reletting the

utilities used in common based upon an allocation determined by Landlord in addition to Tenant's paying of the separately metered charges. Such charges shall be paid on a monthly basis as billed by the utility company.

B. At the option of Landlord, any utility or related services which Landlord may at any time elect to provide to the Demised Premises may be furnished by Landlord or any agent employed, or independent contractor selected by Landlord, and Tenant shall accept the same there from to the exclusion of all other suppliers, so long as the rates charged by the Landlord or by the supplier of such utility or related services are competitive.

C. It is specifically understood and agreed that the Tenant shall provide, at its own cost and expense, all lighting fixtures, bulbs, starters and ballasts which shall be required in the Demised Premises and Tenant's signs. Upon the installation and annexation of such lighting fixtures in the Demised Premises, the same shall be immediately deemed a part of the realty and the property of the Landlord solely and exclusively thereafter.

15. RULES, REGULATIONS.

Tenant agrees that at all times during the term of this Lease it shall comply with all rules and regulations specified by Landlord together with all non-discriminatory amendments, modifications, deletions and other non-discriminatory rules and regulations for the use and occupancy of the property as Landlord may from time to time promulgate provided that same do not diminish Tenant's rights hereunder.

16. LANDLORD NOT LIABLE.

Landlord and its agents shall not be liable for any loss or damage to property entrusted to their employees or agents, nor for loss of property by theft except if due to Landlord's negligence. Landlord and its agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, or from steam, gas, water or snow which may leak from any part of the Building in which the Demised Premises are located or from the pipes or appliances therein, or from dampness, or from any other cause.

17. EMINENT DOMAIN.

If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

18. DAMAGE, DESTRUCTION.

If the Demised Premises or the building containing them should be damaged or destroyed during the term by fire or other insurable casualty, Landlord shall, subject to the time that elapses due to adjustment of fire insurance, repair and/or restore the same to substantially the condition they were in immediately prior to such damage or destruction, except as in this Article provided. Landlord's obligation under this Article shall in no event exceed the scope of the work required to be done by Landlord in the original construction of the building. Landlord shall not be required to, but Tenant shall with due dispatch, replace, or restore forthwith any trade fixtures, signs or other installations theretofore installed by Tenant. Rent payable under this Lease shall fully abated during such period of time that Tenant is denied the use and enjoyment of the Demised Premises. If, however, the building containing the Demised Premises should be damaged or destroyed by any cause so that the Landlord shall decide to demolish or to completely rebuild the building containing the Demised Premises, Landlord may, within sixty (60) days after such damage or destruction, give Tenant written notice of such decision and thereupon this Lease shall be deemed to have

monetary Event of Default, Landlord shall provide such additional reasonable time as necessary to cure such non-monetary Event of Default.

B. REMEDIES.

In case of any Event of Default as hereinbefore provided the Landlord shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises by summary proceedings. In addition, in case of any Event of Default (whether or not Landlord shall elect to re-enter or to take possession pursuant to legal proceedings or pursuant to any notice provided for by law) Landlord shall have the right, at its option, following the requisite notice and expiration of the applicable cure period, to immediately terminate this Lease on five (5) business days written notice to Tenant and/or it may from time to time, whether or not this Lease be terminated, make such alterations and repairs as may be necessary in order to relet the Demised Premises, and/or relet said Demised Premises or any part thereof for such term or terms (which may extend beyond the term) and at such Rentals(s) and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all Rentals received by the Landlord from such reletting shall be applied first, to the payment of any indebtedness (other than Rental due hereunder) of Tenant to Landlord; second, to the payment of any reasonable costs and expenses of such reletting, including brokerage fees, attorneys' fees and costs of alterations and repairs; third, to the payment of Rental(s) due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rental(s) as the same may become due and payable hereunder, with the right reserved to Landlord to bring such actions or proceeding(s) for the recovery of any deficits remaining unpaid without being obliged to await the end of the term for a final determination of Tenant's account. The commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph. If such Rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly subject to Landlord's right of action(s) or proceeding(s) as aforesaid. No such re-entry or taking possession of said Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach on five (5) business day's notice to Tenant. Should Landlord at any time terminate such Lease for a breach, in addition to any other remedies it may have, it may recover from Tenant the amount of Rental reserved in this Lease for the remainder of the stated term over the aggregate rental value of the Demised Premises for the remainder of the term less all amounts received in any re-letting, all of which shall be immediately due and payable from Tenant to Landlord. The rights and remedies whether herein or anywhere else in this Lease provided shall be cumulative and the exercise of any one shall not preclude the exercise or act as a waiver of any other right or remedy of Landlord hereunder, or which be existing at law or in equity or by statute. Landlord shall not be liable for failure to relet the Demised Premises. The word "re-enter" as used in this Lease shall not be restricted to its technical legal meaning.

C. INJUNCTIVE RELIEF.

In the event of a breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord 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 Landlord from any other remedy, at 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 Tenants being evicted or dispossessed, or in the event of Landlord's obtaining possession of the Demised Premises by reason of Tenant's violation of the provisions of this Lease. Tenant further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any other action or proceeding to evict the Tenant or otherwise recover possession of the Demised Premises and Tenant hereby waives the right to interpose any counterclaim or counterclaims in any such proceeding(s) other than

If applicable, Tenant shall make timely payment of all ad valorem or other taxes and assessments levied upon Tenant's stock of merchandise, fixtures, furnishings, furniture, equipment, supplies and other property located on or used a connection with the Demised Premises and of all privilege and business licenses, fees, taxes and similar charges.

25. DEFINITION OF LANDLORD.

The term "Landlord" as used in this Lease shall mean the owner or lessee of the time being of the property containing the Demised Premises, and if such property or lease be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Lease and it shall be deemed, without further agreement between the parties hereto and their successors, that the purchaser on such sale or the lessee or assignee has assumed and agreed to carry out all covenants and obligations of Landlord hereunder whenever arising.

26. FORCE MAJEURE.

The period of time during which Landlord or Tenant are prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease due to delays caused by fire, terrorism, catastrophe, strikes or labor trouble, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or inability or difficulty to obtain materials, or other causes beyond Landlord's or Tenant's control, shall be added to Landlord's or Tenant's time for performance thereof, and neither Landlord nor Tennant shall have any liability by reason thereof.

27. CERTIFICATION.

Within ten (10) days after request therefore by Landlord, Tenant agrees to deliver in recordable form a certification to any proposed mortgagee, trustee or purchaser, certifying that this Lease is unmodified and in full force and effect, or if modified stating the modification and if in full force and effect as modified; and that there are no defenses or offsets thereto, or stating those claimed by Tenant, and the dates, if any, to which Rentals have been paid in advance.

28. SURRENDER, WAIVER

No agreement to accept a surrender of the Demised Premises shall be valid unless in writing signed by Landlord. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Demised Premises. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing signed by the waiving party. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

29. EXCULPATION.

Notwithstanding anything to the contrary set forth in this Lease, it is specifically understood

hereinafter defined) plus two (2%) percent except where otherwise in this Lease different rate is specifically set forth. If, however, payment of interest at any such rate by Tenant (or by the tenant then in possession having succeeded to the Tenant's interest in accordance with the terms of this Lease) should be unlawful, i.e., volatile of the usury statutes or otherwise, then Interest shall, as against such party, be computed at the maximum lawful rate payable by such party. "Prime Rate" shall mean the rate being charged by Citibank, N.A. for short term ninety (90) day unsecured loans made to its preferred customers at the time the funds in question are advanced.

36. CONSENTS.

In all instances where Landlord's consent is required, Landlord agrees not to unreasonably withhold, condition, or delay such consent. Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for, money damages, nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

37. INTERPRETATION.

The laws of the State of New York shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision hereof, in whole or in part, shall not affect or impair any other provision or the remainder of the affected provision of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

38. NO REPRESENTATIONS.

All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease, and Tenant acknowledges and agrees that Landlord, its agents and representatives, have made no representations, warranties or promises with respect to the property or the Demised Premises except as may be expressly set forth herein.

39. SINGULAR, PLURAL.

Whenever a neutral singular pronoun refers to Tenant, same shall be deemed to refer to Tenant if Tenant be an individual, a corporation, a partnership or two or more individuals or corporations.

40. BINDING.

The provisions of this Lease shall be binding on and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

41. HOLDING OVER.

If Tenant or anyone claiming under Tenant shall remain in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease (including any exercised Renewal Option) without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance, and such person's occupancy during such holding shall be subject to all of the applicable terms and conditions of this Lease other than Minimum Rental and those relating to the length of term, and in addition thereto such person shall pay to Landlord as liquidated damages an amount equal to 200% the Minimum Rental rate due during the last Lease Year of the term for each and

notice by Tenant to Landlord.

B. If Tenant exercises the Renewal Option (as the case may be) in accordance with the provisions of this Article 47, this Lease shall be renewed for such renewal terms upon all the terms, covenants, and conditions contained in this Lease (including: the provisions of Article A (6) concerning the Minimum Rental with annual increase above the rent paid during the preceding year of such renewal term. During the renewal option period, the yearly base rent will increase by fifteen percent (15%) over five years over base rent in final years.

C. Upon request of Landlord, from time to time, Tenant shall execute and deliver to Landlord an instrument, in the form satisfactory to Landlord, stating that Tenant has not exercised its Renewal Option or that Tenant has exercised its Renewal Option, as the case may be.

D. Tenant shall be in default under the terms of this Lease in the event the Tenant is more than ten (10) days late with the payment of rent three (3) or more times in any consecutive twelve (12) month period. This default will terminate any renewal option.

49. HAZARDOUS SUBSTANCES.

A. Tenant shall not use, store, generate, treat, transport, or dispose of any Hazardous Substance in the Premises, the Building or the Building Site without first obtaining Landlord's written approval.

B. Tenant shall indemnify and hold Landlord harmless from any and all cost, claims, demands or expenses arising from the use, generation, storage, treating, existence, transportation or disposal of Hazardous Substances in the air, water, soil or in, on, or about the Premises or Building or Building Site, including any and all government or agency action or requests.

50. FIRE PROTECTION SPRINKLER SYSTEM.

Tenant shall at its option, provide, install, and maintain a fire protection sprinkler system in the Premises, which shall remain the property of the Landlord. Any modifications or additions required to the existing sprinkler system, if such system is in existence at lease signing, shall be at Tenant's sole cost and expense.

51. NET LEASE.

This Lease is a triple net lease. Tenant is responsible for all cost of utilities, maintenance, repairs, and taxes of said property whatsoever.

52. PARKING.

Tenant's customers and employees shall have the exclusive right to park on the Property, it shall be permitted to reconfigure the layout of the parking lot and be permitted to repave and restripe the parking lot in accordance with the Tenant's use at Tenant's expense.

53. SIDEWALK MAINTENANCE.

The Tenant shall be responsible to maintain and repair the sidewalk and parking lot. Tenant shall also keep the sidewalk and parking lot clean and clear of debris and free of snow and ice. If a violation shall be issued by the State of New York or any local authority due to the Tenant's neglect of said duties, the Tenant shall be responsible for all cost of said violations. In the event that the Tenant does not maintain the sidewalk or parking lot in a proper manner, the Landlord shall provide services and bill the Tenant accordingly. The Tenant

shall be billed a twenty five percent (25%) management fee for the services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and have had their proper corporate officers execute this Lease under seal as of the date of this Lease.

LANDLORD:

Jilly C LLC.

By: Jill Pescatore

Name: Jill Pescatore

Title: MEMBER

Date: 7.3.15

TENANT:

Kisco Kitchen, LLC

By: [Signature]

Name: Georgios Rodas

Title: Member

Date: July 1, 2015

STATE OF NEW YORK, COUNTY OF QUEENS ss.:

On the 3 day of JULY in the year 2015 before me, the undersigned, 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 execute 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.

Peter Sarka

Notary

PETER JOHN SARKA
Notary Public, State of New York
No. 01SA6038715

Qualified in Queens County
Commission Expires March 20, 2018

STATE OF NEW YORK, COUNTY OF Queens ss.:

On the 1st day of July in the year 2015 before me, the undersigned, personally appeared Georgios Rodas, 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.

Antoinette Georgiou

Notary

ANTOINETTE GEORGIOU
Notary Public, State of New York
No. 01GE4802579

Qualified in Queens County
Commission Expires March 20, 2018

CORPORATE GUARANTY OF LEASE

By and between Jilly C LLC, Landlord, Kisco Kitchen LLC, Tenant, and Bareburger Group LLC, Guarantor.

Premises: 2700 square feet restaurant of 445 Main Street, Mt Kisco, N.Y. as defined in the Lease dated June 26, 2015.

FOR THE VALUE RECEIVED, and in consideration for and as inducement to Landlord to make the within Lease with Tenant, the undersigned hereby unconditionally and absolutely guarantees to Landlord and Landlord's successors and assigns, the full performance and observance of all covenants, conditions, and agreements therein provided to be performed and observed by Tenant, its successors and assigns, and under any and all amendments, modifications and other instruments relating thereto, whether now or hereafter existing, and the full and prompt payment of all Rent and Additional Rent and all damages, costs, and expenses which shall at any time be recoverable by the Landlord from Tenant by virtue of the Lease and any amendments, modifications and other instruments relating thereto.

The undersigned hereby waives notice of acceptance of this Guaranty and any and all notices and demands of every kind and description which may be required to be given by any statutory rule of law, and agrees that the liability of the undersigned hereunder shall in no way be affected, diminished, or successor or assign, or any waiver under the Lease or by reason of any change or modification therein, or by the acceptance by Landlord of any changes therein, or by the release, modification, acceptance or waiver of any other security or collateral which may at any time be received or held for the faithful performance by the Tenant of its obligations under the Lease.

The undersigned agrees that this Guaranty may be enforced by the Landlord and its successors without the necessity of, at any time, resorting to or exhausting any other, security or collateral remedy, and without the necessity at any time of having recourse to the Tenant, and the undersigned does hereby waive the right to require the Landlord to pursue any other remedy or enforce any other right. Successive recoveries may be had hereunder. No invalidity, irregularity, or unenforceability of all or any part of the within Lease shall affect, impair, or be a defense to this Guaranty and this Guaranty shall constitute a primary obligation of the undersigned. No delay on the part of the Landlord in exercising any of its options, powers or rights, or partial or single exercising thereof, shall constitute a waiver hereof.

The undersigned agrees that if the Tenant becomes insolvent or shall be adjudicated bankrupt or shall file a petition for reorganization arrangement or similar relief under any present or future provision of the Bankruptcy Code or if such petition is filed by creditors of the Tenant, or if the Tenant shall seek judicial readjustment of the rights of creditors under any present or future Federal or State law, or if a receiver of all or any part of the property and assets of the Tenant is appointed by any Federal or State court, the undersigned's obligations may nevertheless be enforced against the undersigned by specific performance, suit or damages, or by any other appropriate proceeding at law or in equity. The termination of the Lease for any reason whatsoever, including but not limited to the exercise of any rights of the Trustee or receiver in any of the proceeding referred to in the immediately preceding sentence, shall not affect the undersigned's obligations hereunder, or create in the undersigned any setoff against such obligations, or any claim against the Landlord. Neither the undersigned's obligations under this Guaranty nor any remedy for enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of the Tenant in bankruptcy or of any remedy for the enforcement thereof resulting from the operation of any present or future provision under the Bankruptcy Code or any other statute or from the decision of any court.


As a further inducement to Landlord to make this Lease in consideration thereof, Landlord and the undersigned covenant and agree that in any action or proceeding brought by either Landlord or the undersigned against the other on any matter whatsoever arising out of, under, or by virtue of the terms of this Lease or of this Guaranty that Landlord and the undersigned shall and do hereby waive trial by jury.

If there is more than one party signing this Guaranty, the obligations and liabilities of each of the undersigned parties as Guarantor shall be their joint and several obligations and liabilities.

Notwithstanding anything herein to the contrary, this corporate guarantee shall remain in full force and effect for twenty four (24) months from the rent Commencement Date of the Lease provided there are no more than two (2) late payments and/or "bounced checks" by the Tenant during the first twenty four (24) months of the Term and the Tenant is not in default of any other terms and/or conditions herein.

IN WITNESS WHEREOF, the undersigned guarantor has executed this Guaranty as of July 1, 2015.

GUARANTOR:


Signature

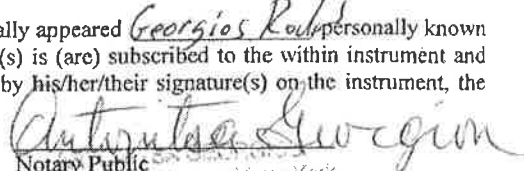
Member
Title

Georgios Rodas
Print Name

Bareburger Group, LLC
Corporate Name


STATE OF NEW YORK, COUNTY OF Queens ss.:

On the 1st day of July in the year 2015 before me, the undersigned, personally appeared Georgios Rodas 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
Notary Public, State of New York
No. 0164812674
Qualified in Queens County
Commission Expires March 20, 2018

MEMORANDUM

TO: Mount Kisco Planning Board

FROM: Peter Miley, Building Inspector 

SUBJECT: 205 Lexington Avenue

DATE: April 22, 2016

The property located at 205 Lexington Avenue contains a (3) story wood framed, (mixed use occupancy) containing (4) residential dwelling units and a street level retail occupancy that fronts Lexington Avenue. In addition, located on the property is a separate single-family dwelling and a concrete structure on Maplewood Drive that connects both of the structures.

History

The Village Zoning Code was adopted on January 10, 1928.

The Zoning District at the time was Business A, according to the Village records, no parking was required.

According to the tax assessor records, the original structure (mixed occupancy) on Lexington Avenue was constructed on or around 1910-1916, the original structure predates the Village/Town code requirement. The single-family residence constructed over the original garage was issued a certificate of occupancy on 1/27/1958. A permit was issued for an extension on the single-family home on June 15, 1970 and closed by a certificate of occupancy on April 24, 2001. The garage that is positioned between the existing house over the garage and the mixed-use property on Lexington Avenue was constructed without any planning or building department approvals. In addition, the deck on the rear of the existing single-family dwelling has been enlarged without planning or building department approval(s).

The tax assessor property record card dated 8/2/1954 under "occupancy" indicates "2 family + roomer and a 1 family over garage." Commercial tenants included a church and dental lab. Occupancy Detail & Income indicates 1st floor church rented for \$65.00 per month and dental lab rented for \$45.00 per month plus basement. Second floor: (5-2) "Owner-Not Rented" Third floor indicates "4-4" Rent-\$29.50 and \$45.00 per. Mo. On 6/17/1957 Village Mt. Kisco, N.Y. Property Record Card indicates "3 fam in house, 1 over garage."

According to the Village records, Village parking requirement was adopted on April 14th 1961. The Zoning District at that time was C-2. Off street parking requirement section

3-10.5 indicates the following: Retail: 1 space per 150 sq. ft.; Church: 1 space per 8 seats; offices, business or professional: 1 space for each 300 sq. ft. of building floor area. For Uses not listed: parking is "as determined by board of appeals to be needed to prevent frequent parking on the streets by persons visiting or connected with each such use."

On 5/19/1965, property was granted planning approval for (3) "off-street parking spaces for tenants + owner." Planning approval fails to elaborate as to "who the tenants are, commercial or residential."

Tax assessor property record card dated 10/7/66 under "occupancy" indicates "5 family + stores." 1st floor-Marshal Moving + Storage Area rent: \$100.00 per month and Dental Lab rent: \$60.00 per month. Second floor: "1 ea. 5 Rm Apt owner occ., 1 ea. 2 Rm Apt-\$65 per mo. includes utilities."

According to Village records, no approvals or permits have been obtained for the change of use from a Church to Marshal Moving + Storage. The moving and storage occupancy occupied approximately 1297 sq. ft.; the Dental Lab occupied approximately 745 sq. ft.

The parking calculation for Marshal Moving and Storage Space would have been established by the Planning Board. The Dental Lab pre-dated the parking requirement.

Additional changes in use are as follows:

1. Westchester Typewriter approximately June 1985.
2. Apple Antiques approximately June 1996 until at least 2008
3. Retail use(s)

Zoning

The Current Zoning District is CN. The dwellings above the commercial/ retail space is a permitted principal use. The single family home is a pre-existing "non-conforming" use with a garage below containing (2) "tuck-under" spaces. The current minimum off-street parking requirement for residential uses is 2 parking spaces per 1 and 2 bedroom dwellings. Retail space requires 1 space for every 150 sq. ft., (7.8 cars) are required for the current retail space and 10 spaces are required for the residential units. According to current code, 18 parking spaces would be required for all combined uses.

The applicant is currently providing 5 parking spaces. According to the records, the building department can establish that at least (2) dwellings units were constructed prior to the date parking was required.

Application Review

The application will require area variances.

Variance(s) required are as follows:

1. The Concrete Structure on Maplewood Drive: Proposed is 2.88' required is 10 ft., therefore a front-yard variance of 7.12 ft. is required.
2. Deck is located in the side-yard setback abutting a residential district that requires a 20 ft. minimum rear-yard setback, short side dimension has not been provided, the building department is unable to determine the amount of relief required.

SP1 of 1 requires revisions to reflect zoning setbacks.

Parking

The total number of required parking spaces within the CN Zoning District is 18. Applicant is proposing 5 spaces. Pre-existing residences (2) dwelling units, a credit of (4) spaces "may" be granted therefore; applicant is deficient by (9) parking spaces thereby requiring a parking variance.

Additional Approvals

Property/ applicant requires a change of use permit
Property is located within a designated Village Main Street Area

End.

MEMORANDUM

TO: Honorable Joseph Cosentino and
Members of the Mount Kisco Planning Board

Village/Town of Mount Kisco
Planning Board

CC: Michelle Lailer
Whitney Singleton, Esq.
Anthony Oliveri, P.E.
Peter Miley

APR 21 2016

RECEIVED

FROM: Jan K. Johannessen, AICP 
Village Planner

DATE: April 20, 2016

RE: Bagnato - Site Plan Application – Conceptual
205 Lexington Avenue
Sheet 80.32, Block 4, Lot 6

The subject application does not appear to involve any new development, significant change to the subject property, or intensification of use and we defer zoning and off-street parking compliance to the Building Inspector. We note, however, that while the existing off-street parking lot was approved by the Planning Board and appears on a 1965 site plan, the parking lot was approved with two (2) individual curb cuts and a total of three (3) parking spaces, designed so that a vehicle could turnaround on-site without backing out onto the street. The existing parking lot layout includes one (1) continuous drop curb and allows perpendicular parking for approximately six (6) vehicles.

While the proposed site plan re-establishes the previously approved three (3) space configuration, the continuous drop curb is proposed to remain. Subject to the Village Engineer's input, consideration should be given to the reestablishment of a full height curb along portions of the parking lot to provide a physical barrier and to prevent motorists from backing out into the street.

Plans Reviewed, prepared by Goewey & DeMasi AIA and dated April 1, 2016:

- Site Plan/Parking (SP 1 of 1)
- As-Built (1 of 3 through 3 of 3)
- Repair/Renovation (1 of 1)

Chairman Joseph Cosentino
April 20, 2016
Page 2 of 2

Other Plan Reviewed:

- Survey of Property, prepared by Thomas C. Merritts Land Surveyors, P.C., dated (last revised) April 10, 2013

Documents Reviewed:

- Letter, prepared by Bagnato 205 Lexington Aver Corp., dated April 5, 2016
- Application for Site Plan Approval - Conceptual

JKJ/dc

T:\Mount Kisco\Correspondence\MK2104JJ-MKPB-205Lexington(Bagnato)-Review-Memo-4-20-16.docx

**Bagnato 205 Lexington Aver Corp.
871 Commerce Street
Thornwood, New York 10594**

Joseph Cosentino and
Members of the Planning Board
Village of Mt. Kisco
104 Main Street
Mt. Kisco, New York 10549

April 5, 2016
Village/Town of Mount Kisco
Planning Board

APR 05 2016

RECEIVED

Re: Site Plan Approval of Bagnato 205 Lexington Avenue Corp. referred
by Zoning Board of Appeals Relating to Building Inspector Denial dated
February 17, 2015 of Request to Reconstruct Fire Damaged Building at
205 Lexington Avenue/20 Maplewood Drive; Property Number 80.32-4-6

Dear Chairman Cosentino and Members of the Planning:

The above referenced applicant purchased this property through acquisition of the corporate owner in 2008. The stock of the corporation is owned by Anthony Crecco, the principal owner of the Crecco Companies, a three generation 60 year old real estate investment company which acquires, redevelops, owns and operates multifamily properties in New York, North Carolina, Ohio and Connecticut. Accordingly, this property was purchased as an investment property.

At the time of purchase, the property was improved by two principal structures, one of which was a single-family residence. It is this small single-family residence, which is the subject matter of this application. According to Village records, the single-family residence was constructed in the late 1950's and a variance was granted in the early 1970's to authorize an extension onto the residence. Unfortunately, in October of 2014 the single-family residence was damaged by fire. The applicant seeks to reconstruct the residence without any enlargement of the structure or any intensification of use. The applicant submitted plans and an application for a building permit in February of 2015. The building permit application contained an architect's certification of the approximate cost of the restoration as \$85,000. However, as the Building Inspector will confirm and as we can demonstrate to your Board, at the time of the submission of the application the applicant had obtained multiple estimates, all from licensed contractors, and the \$85,000 estimated cost of restoration represented the combination of the highest estimates received by the applicant.

Notwithstanding all of the foregoing, the Building Inspector denied the application

At the last zoning board meeting held on March 15, 2016, after 1 year of arguing with the zoning board, the zoning board granted approval to rebuild the home damaged by the fire. The approval is based on the applicant submitting this application to the planning board for site plan approval. We are still not quite clear as to why the site plan needs approval as you can see from our attached documents.

So, please reference survey prepared on February 22, 2013 by Thomas C Merritt's and Site Plan prepared April 1, 2016 by Goewy and Demasi Architects, detailing all zoning data.

I want to point out a few items regarding this property. All structures on the property existed when I took ownership in 2008. Please note the existing asphalt parking area was approved by the planning board on May 19, 1965, copied attached along with planning board-meeting minutes. The owner submitted the parking request at that time to support the retail space and as you can see by the minutes, there was no objection to the approval. At this time the property was in a C2 Zone. The request at that time was to create off street parking for the retail space.

Also attached see approved site plan by the planning board on June 17, 1954

Prior to February 15, 1954 there were no parking requirements for commercial or residential uses according to the code of Mt. Kisco in 1954, which I reviewed with the building inspector on April 4, 2016 at his office. The residential construction predated the existing 4 residential units requiring no parking. Building was constructed in 1929

Please note that the parking calculations on the site plan are calculated according to current 2016 codes.

Please note that a permit was issued by the building department on June 10, 1965 to relocate a bathroom, please note on the application where it states IF A TENEMENT HOUSE, HOW MANY FAMILIES ON EACH FLOOR 2 and HOW MANY IN THE BUILDING 4

Also enclosed reference letter from Austin Cassidy, Building Inspector dated September 22, 2008 stating 4 apartments, a retail space and a single family home on the property.

I have also included 3 tax records indicating uses of the property. The 1954 tax records indicate 2 apartments a church and dental lab. In 1966 the tax record indicates 4 apartments a dental lab and Marshall moving and storage. In 1969 the tax record indicates 4 apartments and a typewriter store.

Finally see attached municipal building violation search and fire violation search from our title company verifying that no violations exist on the property. We relied on this information for the purchase of this property. It is clear that we did our due diligence in researching all information related to this site prior to purchase

So in conclusion if the planning board granted the 3 parking spaces in 1965 for the retail, and the residential construction predated the 4 existing units, there is no required parking to be provided for this site.

We have provided 3 parking spaces for the retail and 2 parking spaces for the single-family residence.

We look forward to a resolution in this matter.

Thank You

A handwritten signature in black ink, appearing to read 'A. J. Crecco', with a long horizontal flourish extending to the right.

Anthony J Crecco

Bagnato 205 Lexington Ave Corp.



VILLAGE/TOWN OF MOUNT KISCO
WESTCHESTER COUNTY, NEW YORK

104 Main Street
Mount Kisco, New York 10549

Telephone
(914) 241-0500

September 22, 2008

Re: Zoning Information
205 (aka 215) Lexington Ave.; Prop.ID.# 80.32-4-6

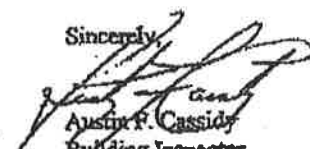
To Whom It May Concern:

This letter supersedes and sets aside the April 24, 2001 letter signed by me from this office regarding this property. I have now personally searched the records for this property. My findings are as follows:

- ♦ The subject property is located in the CN neighborhood Commercial Zoning District and is improved by two buildings.
- ♦ The principal building is a mixed use multi-family residential unit containing according to record, 4 dwelling units located over a ground level antique furniture shop.
- ♦ The 2nd building is a single family dwelling containing three bedrooms, a kitchen full bath and living room over an unfinished basement and garage. This building was apparently built as a separate building according to record in 1957 and added to in 1970. This building would now be classified as a legal nonconforming use as the residence has legitimate origin but is not situated as an existing residence over a business as required by current code and the larger building is.
- ♦ There are a total of 5 dwelling units on this property.
- ♦ The property is a corner lot and both existing buildings are located in the front yard setbacks as legal non-complying buildings.

Therefore, in accordance with the Village Code, no further alterations to the buildings or site plan without the elimination of the nonconforming residence in the rear.

Sincerely,


Austin F. Cassidy
Building Inspector
AFC (205 Lex 08-9-22)

21

ID-6910865-035

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE: (516) 918-4600 FAX: (516) 918-4540

BUILDING VIOLATION SEARCH

Prepared For: Statewide Abstract

County: WESTCHESTER

TITLE NO. 0570-6A1117528

DATE: 1/22/2013

PREMISES: 215 LEXINGTON AVENUE, MOUNT KISCO

VILLAGE OF MOUNT KISCO TOWN OF MOUNT KISCO

SECTION: 80.32 BLOCK: 4 LOT: 6

DEPARTMENT OF BUILDINGS

A search of Building Department records indicate the following:

There were no pending violations found on file as per search

Dated: 01/22/13

THIS SEARCH DOES NOT INCLUDE OTHER AGENCY VIOLATIONS, NOR DOES IT INCLUDE OPEN PERMIT INFORMATION, ASSET TO CERTIFICATE OF OCCUPANCY REPORT.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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*London Abstract AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

ID-6910866-036

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE M2214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

FIRE VIOLATION SEARCH

Prepared For: Statewide Abstract

County: WESTCHESTER

TITLE NO. 0570-SA1117528

DATE: 1/22/2013

PREMISES: 215 LEXINGTON AVENUE, MOUNT KISCO

VILLAGE OF MOUNT KISCO TOWN OF MOUNT KISCO

SECTION: 80.32 BLOCK: 4 LOT: 6

CLASSIFICATION: 482

DEPARTMENT OF FIRE PREVENTION

A search of Fire Department records indicate the following:

There were no pending violations found on file as per search

dated: 01/22/13

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VILLAGE RIGHT PROPERTY

NORTH

95'5"

EXISTING
GRADUE

EXISTING
ADJUTANT
HOUSE

EXISTING
MEY

11'5"
WEST

PROJECT 10 AND
PROJECT 11

10'3"

SOUTH

WM REBER

WEST

OWNER
COLLECTOR

M. LEWOOD DRIVE

RECEIVED
NOV 18 2015
ZONING BOARD

Recommended parking Plan by Building Department

PROPERTY OF CARME J. BAGNATO

VILLAGE OF MOUNT KISCO

RECEIVED

DATE

REVIEWED BY:

R. J. Presin
INSPECTOR

5/17/65
DATE

Marcelo J. Chel
ENGINEER

5/14/65
DATE

David Rodusso
MANAGER

5/17/65
DATE

APPROVED BY: PLANNING BOARD:

5/19/65
DATE

E. B. Lancaster
CHAIRMAN

Bldg
LINE

PROP. LINE

20'

10'

10'

20'

25'

10'

5'

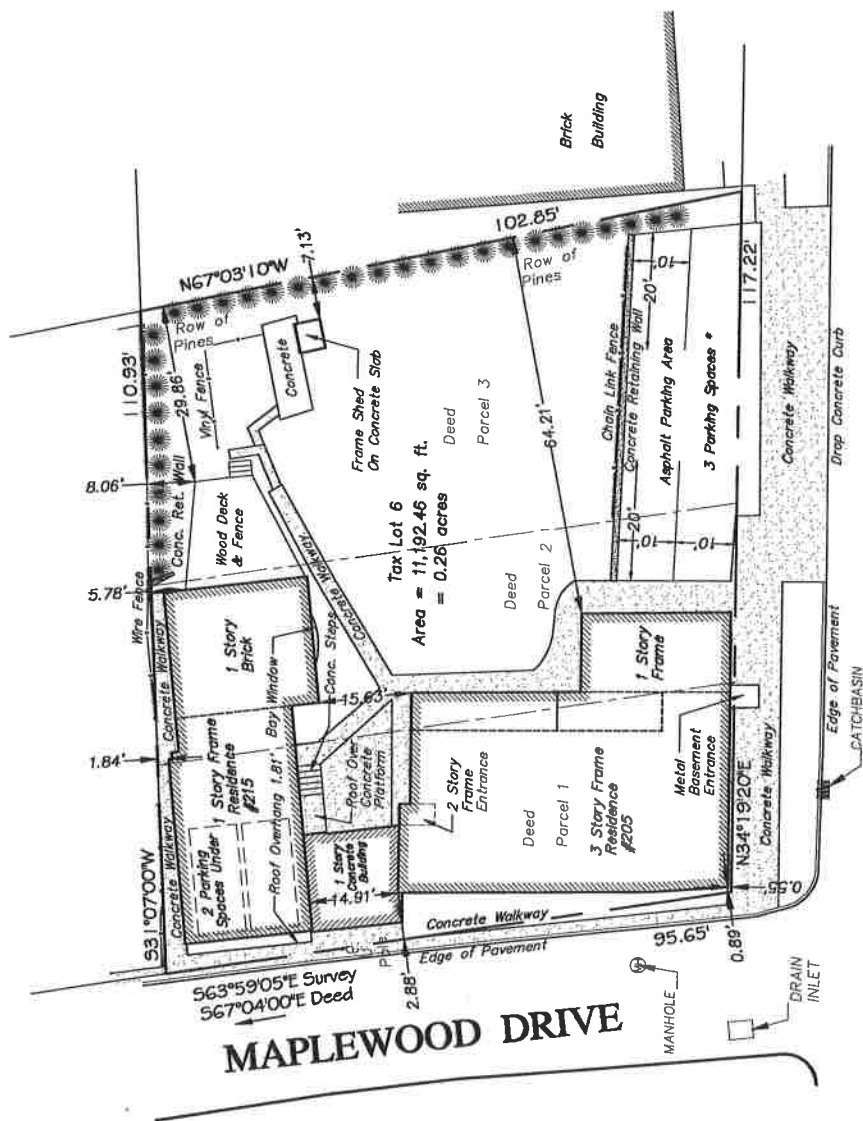
20'

65'

EXIST. CURB CURB

LEXINGTON AVE

Parking lot to be paved



LEXINGTON AVENUE



215 Lexington Ave

Scale 1" = 30'

Original Survey Provided By Owner
 Drawn By: Thomas C. Merritts Land Surveyors, P.C.
 Survey Date: February 22, 2013

Minutes of a regular meeting of the Planning Board
of the Village of Mount Kisco held at the Municipal Building
on Wednesday, May 19th, 1965 at 8:15 P.M.

Present: Edwin B. Lancaster, Chairman
Clifford C. Erler
Gabriel Hausner
Earl Hege
Harold Gavitt
Jack Fermery

Absent: Joseph P. Fletcher, Jr.

Mr. Hausner offered the following resolution,
seconded by Dr. Erler.

BE IT RESOLVED that the minutes of the meeting held
on May 6th, 1965 be approved as corrected.

All present voted Aye.

Mr. Joseph Busman discussed rezoning of property on
Stewart Place and requested a copy of the report recently made
by Staunton & Freeman.

Mr. Lancaster stated, "We are undertaking now to
update a portion of the master plan of the Village. The report
has been obtained as a part of this. Whether or not this is a
public report I would have to take this up with the counsel."

Mr. Busman stated, "Since I am a taxpayer of this
Village I should like formally to request a copy of this report."

Mr. Lancaster replied, "I should like first to get
the advise of counsel."

Mr. Machtey rendered his opinion and stated, "In my
opinion this is not a public document."

Mr. Busman stated, "I ask you Mr. Chairman for a
copy of the report. I offered permission for you to go on
our property to take these borings if you would let me have a
copy of the report."

Mr. Lancaster stated, "This Planning Board will
make its recommendation on your request for rezoning of this
parcel without taking into account and regardless of this
report which is part of our working file. We have all the

planning zoning questions on your request without reference to this report."

Mr. Hausner asked, "Have you seen the report?"

Mr. Busman replied, "Yes, Mr. Goodman let me read his copy."

Mr. Lancaster stated, "This Planning Board, in taking rezoning applications under examination, has to take into account the compatibility of use, whether they fit into the Master Plan of the Village, the population density, the population density potential, traffic problems, etc. Your application raises the problem of compatibility of use. It requests a small parcel of land surrounded by Gatto Drive, Lexington Avenue and Britton Lane to be rezoned from R-2 to R-6. This raises a question of compatibility with R-2. It would be a sure case of spot zoning if we recommended the rezoning of this parcel to R-6. The only R-6 we have is side by side with R-5. In the adoption of the master plan, the density of population of the Village was considered."

Mr. Busman stated, "That master plan was not passed to reduce the population of the Village and lessen the density of the Village population. It was adopted to correlate a plan for the orderly growth of the Village."

Mr. Lancaster stated, "I am simply trying to point out to you the problems involved in the consideration of a rezoning application. The question of compatibility of uses. How can you show us that an R-6 would be compatible with an R-2."

Mr. Busman stated, "I have hired a planning consultant and would like the opportunity of this Board hearing him at your next meeting if possible."

Mr. Hausner stated, "We cannot disregard the master plan. We have put the taxpayer's money out for this and it has been adopted by the Village as a guide."

Mr. Busman stated, "I still have the 45 days period. I will try to be here with the planning consultant on June 3rd."

Mr. Lancaster stated, "We have a site plan for off-street parking on Lexington Avenue, property of Bagnato. Mr.

Frisina has presented this plan to us and it now has the approval of Mr. Frisina, Mr. Prytherch and Mr. Good...

Mr. Fernery offered the following resolution, seconded by Mr. Hege.

BE IT RESOLVED that the site plan for off-street parking, property of Carme J. Bagnato on Lexington Avenue, plan received in the Village Office on May 7th, 1965 be approved.

All present voted Aye.

Mr. Busman asked if it was necessary for this board to hold a public hearing on a request for rezoning.

Mr. Lancaster replied, "No."

Mr. Machtey stated, "All that this board can do on a request for rezoning is to hand their recommendation to the Board of Trustees. The Board of Trustees has the only say as to whether rezoning shall or shall not take place. Under Village Law it has the power to delegate the power to the planning board, but the Village of Mount Kisco has not delegated that power to the planning board."

Mr. Lancaster stated, "We only have public hearings in connection with the master plan on which we take final action or the approval of a subdivision, which power has been vested in this Board by the Board by virtue of a resolution of the Village Board."

Mr. Hege offered the following resolution, seconded by Dr. Erler.

BE IT RESOLVED that this meeting be closed.

All present voted Aye.

Meeting closed at 9:15 P.M. to go into executive session.



Edwin B. Lancaster, Chairman
Mt. Kisco Planning Board

5336

VILLAGE OF MOUNT KISCO
WESTCHESTER COUNTY, N. Y.

SITE PLAN APPROVAL BY THE
PLANNING BOARD IS REQUIRED
IN ALL ZONES EXCEPT ONE AND
TWO FAMILY RESIDENCE ZONES.

Permit No. 2222

N. B.

ALT. ☒

ADD.

6/10 1965

To The Building Inspector:

TOWN OF SEDFORD
TOWN OF NEW CASTLE

Application is hereby made for permission to perform the work in accordance with the plans and specifications herewith submitted and in compliance with the information given below:

It is agreed that if such permission is granted said building will conform in all respects to said plans and specifications and shall comply with all provisions of the local Building, Plumbing, and Building Zone Ordinance, and all state or federal laws or regulations pertaining in any way thereto.

Attached hereto are triplicate copies of plot plan showing to scale position of building on the plot; also triplicate copies of the plans and specifications for said building.

Accompanying this application is the required fee of \$ 10.00, being the sum of Ten dollars plus one dollar for each one thousand dollars of estimated cost or part thereof.

Owner <u>Carmel Baguet</u>	Address <u>905 High Avenue, Mt. Kisco, N.Y.</u>
Applicant <u>"</u>	Address <u>" " " " " "</u>
Architect <u>Cantoni & Co.</u>	Address <u>Mt. Kisco, N.Y.</u>
Builder <u>Carmel Baguet</u>	Address <u>" " " " " "</u>

Building is to be located on plot known as No. 98
on the South side thereof, 25 ft. distant from the corner of Maplewood Drive
Section 11, Sheet , Block , Lot 98, Lot

Estimated Cost \$ 400.00

Proposed use: Bathroom - Relocation

If a tenement house, how many families on each floor? 2. How many in the building? 4

Number of stories 3; height 32 feet.

Front yard 1 feet.

Rear yard 8' to 100' feet.

Side yards 5' to 70' feet (Total) Minimum side yard 5 feet.

Type of Construction ~~Fireproof~~ ~~Steel-Fireproof~~ ~~Frame~~. (Cross out all but one.)

(over)

(Signed)

Residence Address

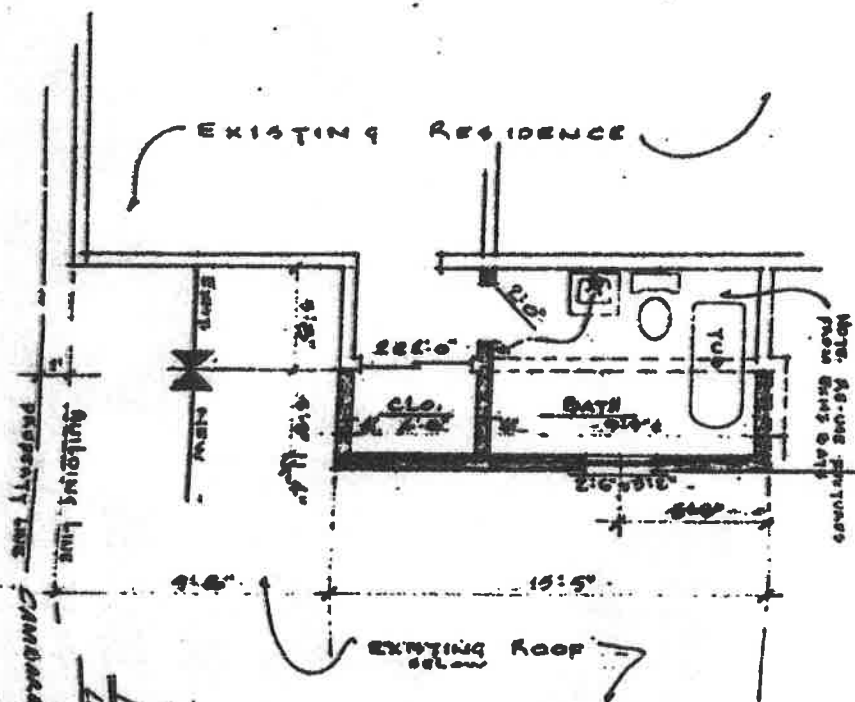
(over)

No. 2032

APPROVED

BUILDING PERMIT

DATE JUL 15, 1965



Legend

Existing partitions to remain

Existing partitions to be removed

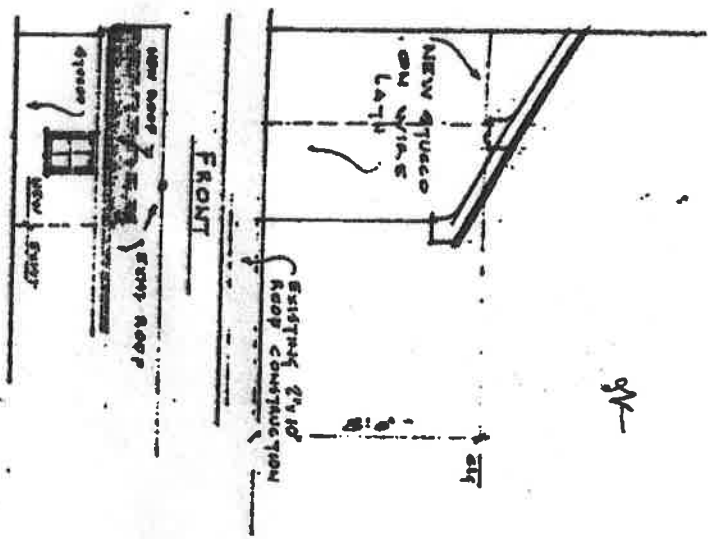
New partitions

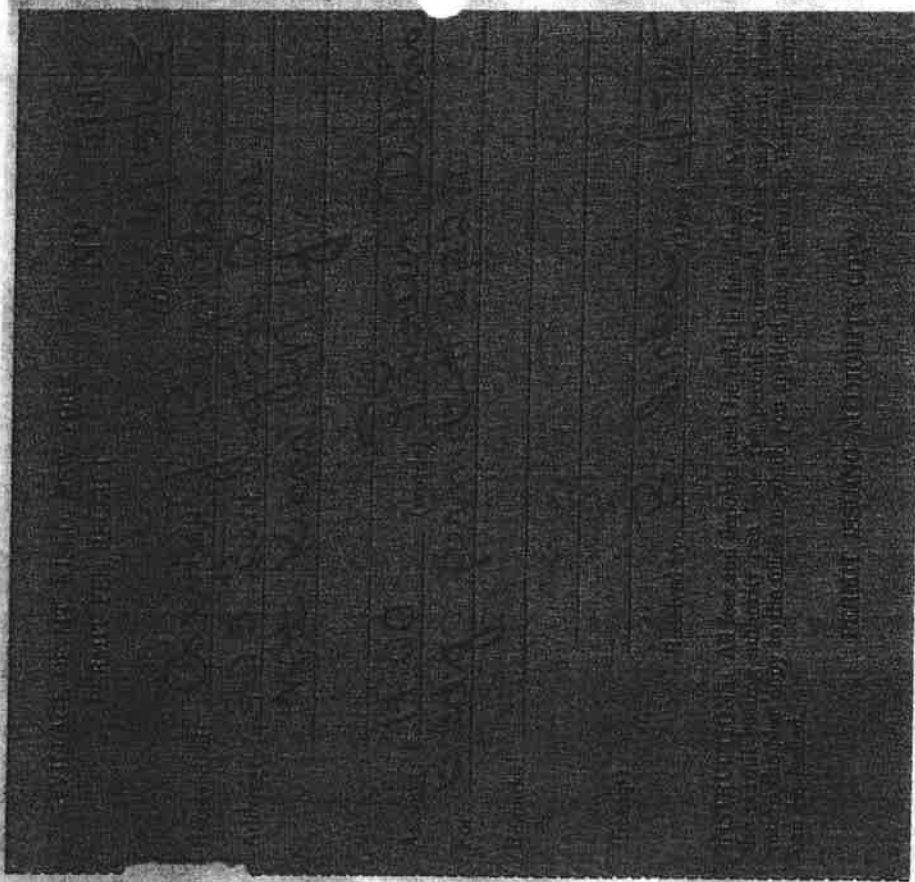
BATHROOM RELOCATION

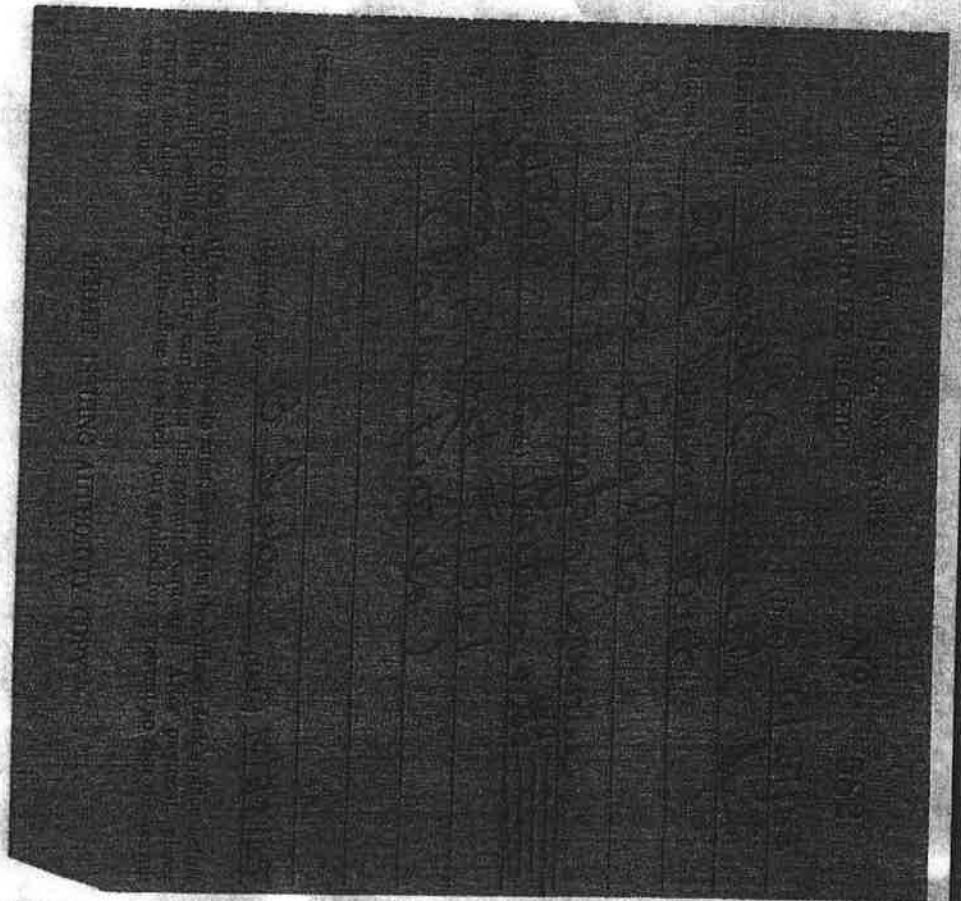
MR. & MRS. CARNE BASQUAT

LEWISTON AVE. ST. ALBANS, VT.

ATLANTA, GA. JULY 6, 1965







35/7440-106-291-5

[illegible]

Village/Town of Mount Kisco
Planning Board

APR 05 2016

Application for Conceptual Review

Submission Date

(Due 21 days in advance of Planning Board Meeting)

Fee 400 app
500 review**Type of Application:** (Please Check All That Apply)Site Plan Approval ☒ Land Subdivision Approval ☐ Special Use Permit ☐ Change of Use ☐
New Construction ☐ Addition ☐**Applicant Information:**Applicant Name: Bagnatto 205 Lexington Ave Corp
Address: 871 Commerce St Thornwood NY 10594
Phone Number: 914 861 3535 Fax: Email: Anthony@theclearcompany.com
Applicant's relationship to property: 1 ownerName of Property Owner: (if different from above) Address: 871 Commerce St Thornwood NY 10594
Phone Number: Sam Fax: Email: Has property owner been notified of proposed action? Yes ☐ No ☐Owner's authorization [Signature] date 4/1/16**Project Information:**Project Name: Bagnatto Corp 215 Lexington Ave
Project Address/Location: 205 Lexington Ave Mt Kisco NY 10549
Any locally recognized name of building or site:
Description of Project (be specific): 2 Bldg - 4 Apts + Retail, 1 SF Resid.Property Tax #: Sec- 80 32 B4L 4, Lot 6Property Acreage: 26 Zoning District CNCurrent Land Use: CN Proposed Land Use: CNSize of Building or Addition (square feet) Height Map or Plan Preparer Lou DemasiPhone Number: 914 666 3858 Fax: Email:

Please attach any easement agreements, property covenants or deed restrictions.

The above information is complete and factually correct to the best of my knowledge:

Applicant's Signature [Signature] date 4/1/16Owner's (or designated agent's) signature [Signature] date 4/1/16Reviewed by: Date: