TB Referral
Hill Blvd Cell Tower

Richard Fon
Chairman

John A. Tegeder, R.A.
Director of Pla nning

TOWN OF YORKTOWN
PLANNING BOARD

Albert A. Capellini Community and Cultural Center, 1974 Commerce Street, Yorktown Heights, New York 10598, Phone (914) 962-6565, Fax (914) 962-3986

MEMORANDUM

To: Town Board
From: Planning Board
Date: April 26, 2022
Subject: Homeland Telecommunications Tower
Hill Boulevard and NYS Route 6
Section 16.12 Block 1 Lot 31

The Planning Board, at its meeting of April 25, 2022, discussed the subject referral and have the following comments:

1. The Planning Board has no objection to the placement of a communication tower at this location and has no objection to the Town Board advancing the agreement with the applicant. The Board is of the understanding that once the agreement is established, the plans and supporting documentation will be developed for further review. The Planning Board requests opportunity to review and comment on these developed plans and documents. The Planning Board recommends that the applicant provided documents including, but not limited to, landscape and screening plans and a visual impact analysis, including photos, renderings, and a line of sight plan.

The Planning Board has no further comments regarding the subject application at this time. If additional information is required, please do not hesitate to contact this office.

Respectfully submitted,

John A. Tegeder
Director of Planning

CC: Town Clerk

Diana L. Quast, Town Clerk
dquast@yorktownny.org

Registrar of Vital Statistics
Telephone: (914) 962-5722 x 208
Fax: (914) 962 6591

TOWN OF YORKTOWN
363 Underhill Avenue, P.O. Box 703
Yorktown Heights, NY 10598

This is a resolution adopted by the Town Board of the Town of Yorktown at its regular meeting held on Tuesday, July 12, 2022.

WHEREAS, the Town seeks to enter into a lease agreement with Homeland Towers, LLC, for the construction of a wireless telecommunications facility at Hill Boulevard, Jefferson Valley; and

WHEREAS, the agreement would constitute alienation of parkland and requires the N.Y. State Legislature's permission; and

WHEREAS, the Town Board intends to act as lead agency under SEQRA; and

WHEREAS, the applicants will need a wetlands permit from the Town;

RESOLVED, that the Town Board declares its intent to act as lead agency under SEQRA; and

BE IT FURTHER RESOLVED, that the Town Board formally requests the enactment of a parkland alienation bill required by the New York State Legislature; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to request assignment of a bill number by the NY State Legislature, and execute all necessary documentation to formally request the enactment of a parkland alienation bill, including the Municipal Information form required by the NYS Office of Parks, Recreation and Historic Preservation; and

BE IT FURTHER RESOLVED, that the Town Board upon signature of the Town Supervisor, authorizes the Town Clerk to forward copies of the aforementioned documents to all necessary entities and individuals; and

BE IT FURTHER RESOLVED, that the Town Clerk is authorized to schedule a public hearing for the wetland permit.

Diana L. Quast

Diana L. Quast, Town Clerk
Certified Municipal Clerk

Date: July 13, 2022

To: Matthew J. Slater, Town Supervisor
Diana L. Quast, Town Clerk

cc: Senator Peter Harckham, New York State Senate
Kevin Byrne, New York State Assembly
Dan Ciarcia, Town Engineer
Adam Rodriguez, Town Attorney
file

LAW OFFICES OF
SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591
(914) 333-0700
FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS
e-mail to **RGaudioso@Snyderlaw.net**

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

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

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

REPLY TO:

Tarrytown Office

April 20, 2022

Honorable Supervisor Matthew Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

RE: Homeland Towers, LLC
Hill Boulevard, Jefferson Valley
Town of Yorktown, NY

Dear Honorable Supervisor Slater and Members of the Town Board:

We are the attorneys for Homeland Towers, LLC ("Homeland Towers") in connection with its proposal to lease a portion of the above captioned property from the Town for a proposed public utility wireless telecommunication facility ("Facility"), including a 130-foot tower and equipment compound designed for the collocation of Town emergency communications equipment and four wireless carriers.

Section 300-59(D)(1) of the Town Code expressly states that "wireless telecommunication facilities shall be located on Town-owned lands or facilities." Such facilities are subject to Town Board lease approval. In this instance, parkland alienation is also required from the New York State legislature.

In furtherance of the foregoing, enclosed please find ten (10) copies of the site plan.

We look forward to discussing this matter with the Town Board at its next available meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SNYDER & SNYDER, LLP

By: _____
Robert D. Gaudioso

Enclosures
RDG/dac
cc: Adam Rodriguez

LAW OFFICES OF
SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591
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LESLIE J. SNYDER
ROBERT D. GAUDIOSO
DOUGLAS W. WARDEN
JORDAN M. FRY

DAVID L. SNYDER
(1956-2012)

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

REPLY TO:

Tarrytown Office

June 2, 2022

Honorable Supervisor Matthew Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

RE: Homeland Towers, LLC
Hill Boulevard, Jefferson Valley
Town of Yorktown, NY

Dear Honorable Supervisor Slater and Members of the Town Board:

We are the attorneys for Homeland Towers, LLC ("Homeland Towers") in connection with its proposal to lease a portion of the above captioned property from the Town for a proposed public utility wireless telecommunication facility ("Facility"), including a 130-foot tower and equipment compound designed for the collocation of Town emergency communications equipment and four wireless carriers.

Thank you for meeting with us on April 26, 2022. Pursuant to the comments of the Tree Conservation Advisory Commission, Planning Board and Town Board, enclosed please find ten (10) copies of the following documents:

1. Revised Site Plan. The Site Plan has been revised to add mitigation and planting plans and sediment and erosion control plans;

2. Wetland Report by Jan K. Johannessen, AICP of Kellard Sessions Consulting; and

3. New York State Historic Preservation Office concurrence that there are no Historic Properties in the Area of Potential Effects.

We respectfully request that the Town Board declare its intent to be Lead Agency and circulate notice to all Involved and Interested agencies including the New York State Department of Environmental Conservation.

We look forward to discussing this matter with the Town Board at its next available meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SNYDER & SNYDER, LLP

By: _____
Robert D. Gaudioso

Enclosures
RDG/dac
cc: Adam Rodriguez
Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\yorktown\jefferson Valley NY087\letter to TB 6-2-22.rtf

ZONING DRAWINGS
SITE NUMBER: NY087

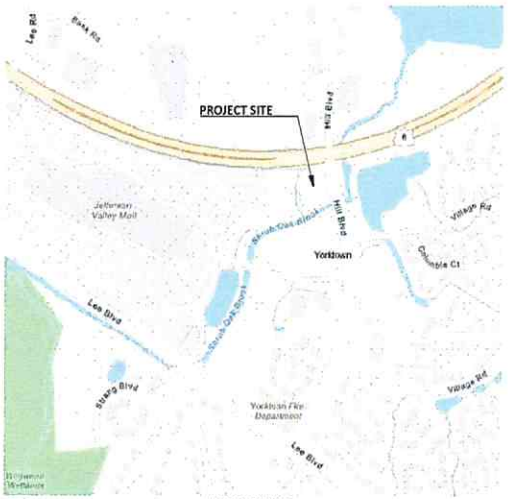
SITE NAME: JEFFERSON VALLEY

HILL BOULEVARD
TOWN OF YORKTOWN
WESTCHESTER COUNTY, NY

DATE: MARCH 7, 2022
REVISED: MAY 25 2022

SITE DATA:

PROPOSED WORK:	PROPOSED EMERGENCY SERVICES AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS FACILITY INCLUDING THE INSTALLATION OF A 130' MONOPOLE WITH ANTENNAS AND ASSOCIATED EQUIPMENT WITHIN A PROPOSED FENCED MULTI-CARRIER WIRELESS EQUIPMENT COMPOUND
SITE ADDRESS:	HILL BOULEVARD JEFFERSON VALLEY, NY 10535
PROPERTY OWNER:	TOWN OF YORKTOWN 363 UNDERHILL AVE YORKTOWN HEIGHTS, NY 10598
TOWER OWNER/APPLICANT:	HOMELAND TOWERS, LLC 9 HARMONY STREET, 2ND FLOOR DANBURY, CT 06810
LATITUDE:	
LONGITUDE:	
LAT/LONG TYPE:	NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
GROUND ELEVATION:	± 424.0' AMSL
TOP OF PROPOSED MONOPOLE:	± 554.0' AMSL
JURISDICTION:	TOWN OF YORKTOWN
COUNTY:	WESTCHESTER COUNTY
TAX PARCEL:	16.12-1-31
LOT SIZE:	51,264.82 (1.18 ACRES)
ZONING DISTRICT:	O (OFFICES)
CURRENT USE:	VACANT



LOCATION MAP
(N.T.S)

PROJECT CONTACTS:

SITE PLANNER & CIVIL ENGINEER

KELLARD SESSIONS CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING, D.P.C.
500 MAIN STREET
ARMONK, N.Y. 10504
WWW.KELSES.COM
P: (914) 273-2323
F: (914) 273-2329

APPLICANT

HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810
P: (203) 297-6345

ATTORNEY:

SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD,
TARRYTOWN, NY 10591
(914) 333-0700

SURVEYOR:

NORTHEAST TOWER SURVEYING, INC.
140 WEST MAPLEMERE ROAD
WILLIAMSVILLE, NY 14221
(716) 548-2894

KELLARD SESSIONS CONSULTING DRAWINGS:

ZD-1	COVER SHEET
ZD-2	EXISTING CONDITIONS AND REMOVALS
ZD-3	SITE LAYOUT PLAN
ZD-4	LEASE AREA PLAN
ZD-5	GRADING, UTILITY, AND SEDIMENT & EROSION CONTROL PLAN
ZD-6	MITIGATION & PLANTING PLAN
ZD-7	TOWER ELEVATION
ZD-8	DETAILS AND NOTES

GENERAL CONSTRUCTION NOTES:

1. ALL SURVEY DATA TAKEN FROM SURVEY ENTITLED "SITE SURVEY 'NY-087 - JEFFERSON VALLEY'" PREPARED BY NORTHEAST TOWER SURVEYING, INC., LAST REVISED MARCH 15, 2022.
2. ALL CONDITIONS, LOCATIONS, AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY DISCREPANCIES.
3. ALL CHANGES MADE TO THE PLANS SHALL BE APPROVED BY THE ENGINEER AND ANY SUCH CHANGES SHALL BE FILED AS AMENDMENTS TO THE ORIGINAL BUILDING PERMIT.
4. ALL WRITTEN DIMENSIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER ANY SCALED DIMENSIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A "CODE 53 EXISTING UTILITY LOCATION" AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS. THE CONTRACTOR SHALL NOT PERFORM ANY EXCAVATION UNTIL ALL UTILITIES ARE LOCATED AND MARKED.
6. SUBSTRUCTURES AND THEIR ENCROACHMENTS BELOW GRADE, IF ANY, ARE NOT SHOWN. CONTRACTOR TO VERIFY ALL SUBSTRUCTURES ENCOUNTERED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING HIS BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES TO BE COMPLETED IN ACCORDANCE WITH ALL APPLIANCE SAFETY CODES AND STANDARDS AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS EMPLOYEES, SUBCONTRACTORS, AND THEIR AGENTS AND EMPLOYEES, AND ANY OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
9. ALL FILL MATERIAL SHALL BE CLEAN FILL AS PER THE YORKTOWN TOWN CODE WHICH ONLY ALLOWS SOIL, GRAVEL, ROCK OR OTHER NATURAL MATERIAL TO BE DEPOSITED AS FILL. CONSTRUCTION AND DEMOLITION MATERIALS ARE NOT PERMITTED AS FILL.
10. THE TOWN OF YORKTOWN PROHIBITS THE REUSE OR USE OF CONCRETE, BRICK, ROCK, GLASS AND ASPHALT OR ANY UNNATURAL MATERIAL TO BE USED AS FILL.
11. THE CONTRACTOR SHALL MAINTAIN SAFE AND ADEQUATE VEHICLE AND PEDESTRIAN ACCESS TO ALL PROPERTIES AFFECTED BY THE WORK OF THIS PROJECT AT ALL TIMES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

Call811 before you dig

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	JEFFERSON VALLEY
SITE NUMBER:	NY087
TAX PARCELS:	16.12-1-31

NOT FOR CONSTRUCTION

COVER SHEET

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING, D.P.C.
500 MAIN STREET
ARMONK, N.Y. 10504
P: (914) 273-2323
F: (914) 273-2329
WWW.KELSES.COM

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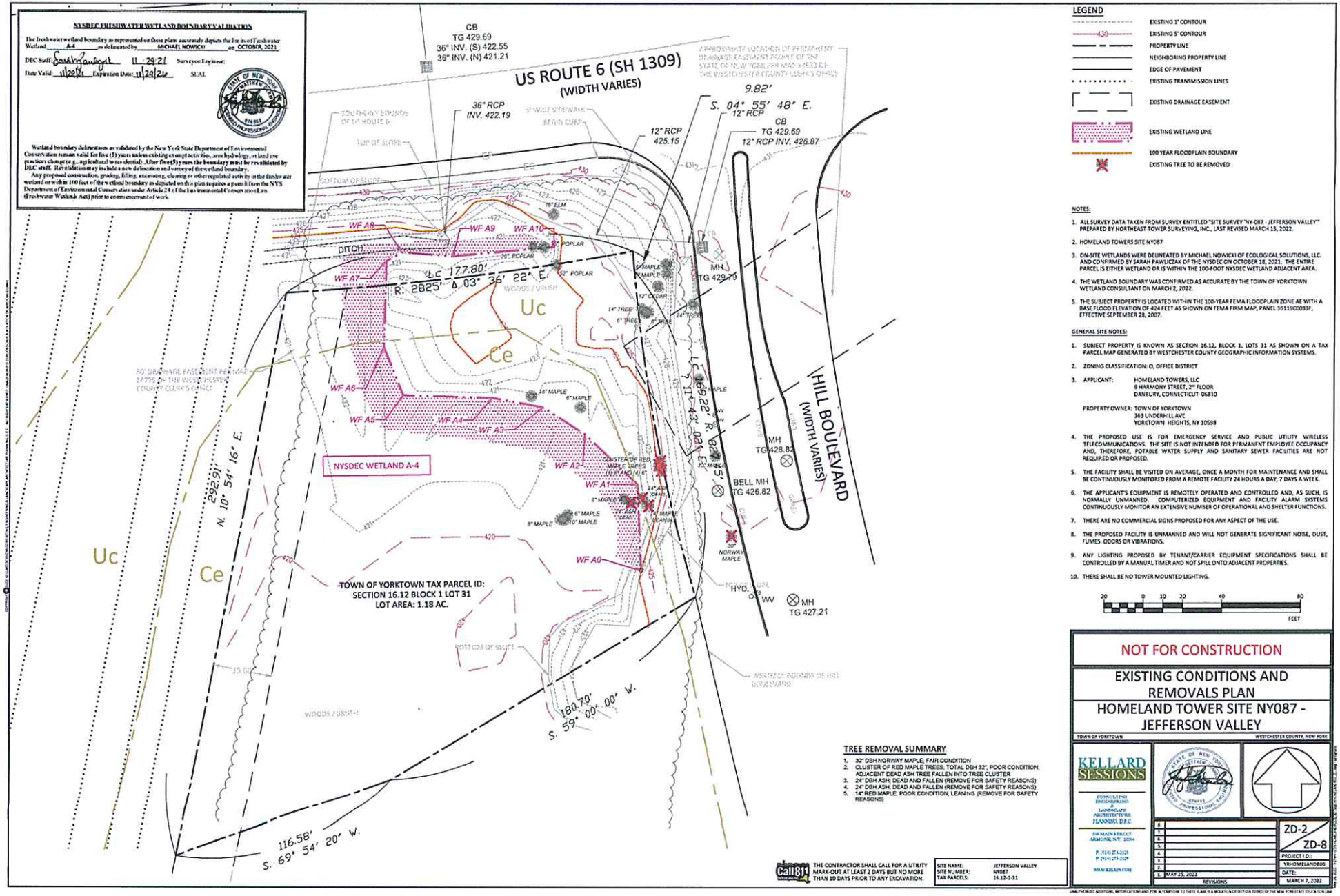
1	MAY 25, 2022
	REVISIONS

ZD-1 / ZD-8
PROJECT I.D.: YKHOMELAND800
DATE: MARCH 7, 2022

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND/OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW


NYSDEC FRESHWATER WETLAND BOUNDARY VALIDATION
The freshwater wetland boundary as represented on these plans accurately depicts the limits of Freshwater Wetland A-4 as delineated by MICHAEL NOWICKI on OCTOBER, 2021
DEC Staff Sarah Pawliczak 11/29/21 Surveyor/Engineer:
Date Valid 11/29/21 Expiration Date: 11/29/26 SEAL
Wetland boundary delineation as validated by the New York State Department of Environmental Conservation remain valid for five (5) years unless existing exempt activities, area hydrology, or land use practices change (e.g., agricultural to residential). After five (5) years the boundary must be revalidated by DEC staff. Revalidation may include a new delineation and survey of the wetland boundary.
Any proposed construction, grading, filling, excavating, clearing or other regulated activity in the freshwater wetland or within 100 feet of the wetland boundary as depicted on this plan requires a permit from the NYS Department of Environmental Conservation under Article 24 of the Environmental Conservation Law (Freshwater Wetlands Act) prior to commencement of work.
US ROUTE 6 (SH 1309)
(WIDTH VARIES)
HILL BOULEVARD
(WIDTH VARIES)
NYSDEC WETLAND A-4
TOWN OF YORKTOWN TAX PARCEL ID:
SECTION 16.12 BLOCK 1 LOT 31
LOT AREA: 1.18 AC.
WF A0
WF A1
WF A2
WF A3
WF A4
WF A5
WF A6
WF A7
WF A8
WF A9
WF A10
Uc
Ce
DITCH
CB
TG 429.69
36" INV. (S) 422.55
36" INV. (N) 421.21
36" RCP
INV. 422.19
12" RCP
425.15
12" RCP
CB
TG 429.69
12" RCP INV. 426.87
MH
TG 429.79
MH
TG 428.83
BELL MH
TG 426.82
MH
TG 427.21
HYD
GAS
WV
S. 04° 55' 48" E.
9.82'
L.C. 177.80'
R. 2825'
Δ 03° 36' 22" E.
L.C. 169.22'
R. 825'
Δ 11° 43' 02" E.
N. 10° 54' 16" E.
292.91'
S. 59° 00' 00" W.
180.70'
S. 69° 54' 20" W.
116.58'
80' DRAINAGE EASEMENT PER MAP FILED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK'S OFFICE
APPROXIMATE LOCATION OF PERMANENT DRAINAGE EASEMENT PER MAP FILED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK'S OFFICE
SOUTHERLY BOUNDS OF US ROUTE 6
TOP OF SLOPE
BOTTOM OF SLOPE
WESTERLY BOUNDS OF HILL BOULEVARD
WOODS / BRUSH
5' WIDE SIDEWALK
REGIN CURB
CLUSTER OF RED MAPLE TREES (10") ASH (4) 6"
16" ELM
30" POPLAR
32" POPLAR
12" CEDAR
14" TREE
6" TREE
8" TREE
16" MAPLE
6" MAPLE
8" MAPLE
10" MAPLE
14" ASH LEANING
14" MAPLE LEANING
30" NORWAY MAPLE
LEGEND
EXISTING 1' CONTOUR
EXISTING 5' CONTOUR
PROPERTY LINE
NEIGHBORING PROPERTY LINE
EDGE OF PAVEMENT
EXISTING TRANSMISSION LINES
EXISTING DRAINAGE EASEMENT
EXISTING WETLAND LINE
100 YEAR FLOODPLAIN BOUNDARY
EXISTING TREE TO BE REMOVED
NOTES:
1. ALL SURVEY DATA TAKEN FROM SURVEY ENTITLED "SITE SURVEY 'NY 087 - JEFFERSON VALLEY'" PREPARED BY NORTHEAST TOWER SURVEYING, INC., LAST REVISED MARCH 15, 2022.
2. HOMELAND TOWERS SITE NY087
3. ON-SITE WETLANDS WERE DELINEATED BY MICHAEL NOWICKI OF ECOLOGICAL SOLUTIONS, LLC. AND CONFIRMED BY SARAH PAWLICZAK OF THE NYSDEC ON OCTOBER 18, 2021. THE ENTIRE PARCEL IS EITHER WETLAND OR IS WITHIN THE 100-FOOT NYSDEC WETLAND ADJACENT AREA.
4. THE WETLAND BOUNDARY WAS CONFIRMED AS ACCURATE BY THE TOWN OF YORKTOWN WETLAND CONSULTANT ON MARCH 2, 2022.
5. THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100-YEAR FEMA FLOODPLAIN ZONE AE WITH A BASE FLOOD ELEVATION OF 424 FEET AS SHOWN ON FEMA FIRM MAP, PANEL 36119C0033F, EFFECTIVE SEPTEMBER 28, 2007.
GENERAL SITE NOTES:
1. SUBJECT PROPERTY IS KNOWN AS SECTION 16.12, BLOCK 1, LOTS 31 AS SHOWN ON A TAX PARCEL MAP GENERATED BY WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS.
2. ZONING CLASSIFICATION: O, OFFICE DISTRICT
3. APPLICANT: HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CONNECTICUT 06810
PROPERTY OWNER: TOWN OF YORKTOWN
363 UNDERHILL AVE
YORKTOWN HEIGHTS, NY 10598
4. THE PROPOSED USE IS FOR EMERGENCY SERVICE AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS. THE SITE IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY AND, THEREFORE, POTABLE WATER SUPPLY AND SANITARY SEWER FACILITIES ARE NOT REQUIRED OR PROPOSED.
5. THE FACILITY SHALL BE VISITED ON AVERAGE, ONCE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE FACILITY 24 HOURS A DAY, 7 DAYS A WEEK.
6. THE APPLICANT'S EQUIPMENT IS REMOTELY OPERATED AND CONTROLLED AND, AS SUCH, IS NORMALLY UNMANNED. COMPUTERIZED EQUIPMENT AND FACILITY ALARM SYSTEMS CONTINUOUSLY MONITOR AN EXTENSIVE NUMBER OF OPERATIONAL AND SHELTER FUNCTIONS.
7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR ANY ASPECT OF THE USE.
8. THE PROPOSED FACILITY IS UNMANNED AND WILL NOT GENERATE SIGNIFICANT NOISE, DUST, FUMES, ODORS OR VIBRATIONS.
9. ANY LIGHTING PROPOSED BY TENANT/CARRIER EQUIPMENT SPECIFICATIONS SHALL BE CONTROLLED BY A MANUAL TIMER AND NOT SPILL ONTO ADJACENT PROPERTIES.
10. THERE SHALL BE NO TOWER MOUNTED LIGHTING.
20 0 10 20 40 80
FEET
TREE REMOVAL SUMMARY
1. 32" DBH NORWAY MAPLE, FAIR CONDITION
2. CLUSTER OF RED MAPLE TREES, TOTAL DBH 32", POOR CONDITION, ADJACENT DEAD ASH TREE FALLEN INTO TREE CLUSTER
3. 24" DBH ASH, DEAD AND FALLEN (REMOVE FOR SAFETY REASONS)
4. 24" DBH ASH, DEAD AND FALLEN (REMOVE FOR SAFETY REASONS)
5. 14" RED MAPLE, POOR CONDITION, LEANING (REMOVE FOR SAFETY REASONS)
Call 811 Before you dig
THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.
SITE NAME: JEFFERSON VALLEY
SITE NUMBER: NY087
TAX PARCELS: 16.12-1-31
NOT FOR CONSTRUCTION
EXISTING CONDITIONS AND REMOVALS PLAN
HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY
TOWN OF YORKTOWN
WESTCHESTER COUNTY, NEW YORK
KELLARD SESSIONS
CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE, PLANNING, D.P.C.
360 MAIN STREET
ARMONK, N.Y. 10504
P: (914) 273-2323
P: (914) 273-2329
WWW.KELLARDS.COM
ZD-2
ZD-8
PROJECT I.D.: YRHOMELAND006
DATE: MARCH 7, 2022
8
7
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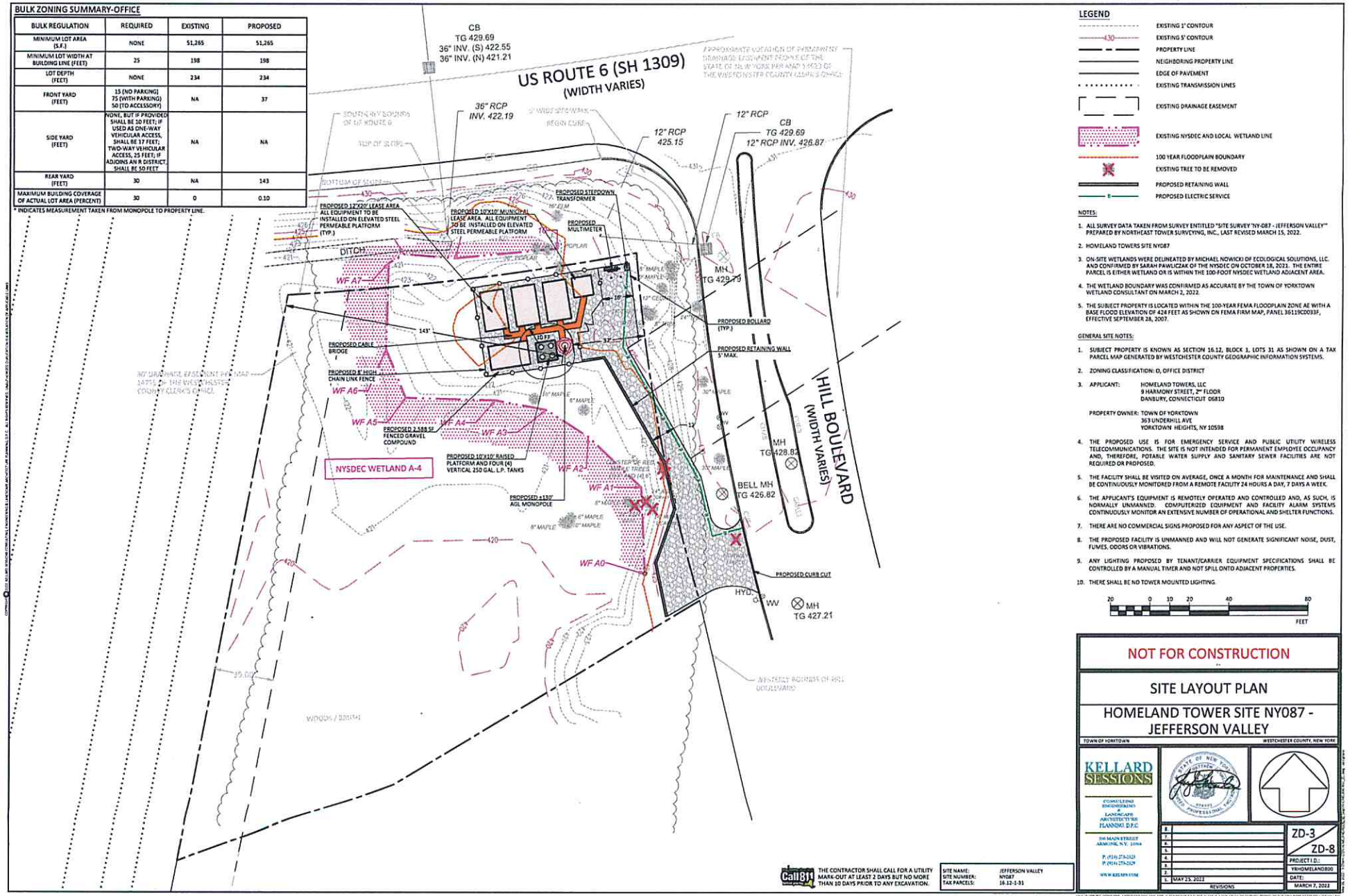
2
1 MAY 25, 2022
REVISIONS

BULK ZONING SUMMARY-OFFICE

BULK REGULATION	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA (S.F.)	NONE	51,265	51,265
MINIMUM LOT WIDTH AT BUILDING LINE (FEET)	25	198	198
LOT DEPTH (FEET)	NONE	234	234
FRONT YARD (FEET)	15 (NO PARKING) 75 (WITH PARKING) 50 (TO ACCESSORY)	NA	37
SIDE YARD (FEET)	NONE, BUT IF PROVIDED SHALL BE 10 FEET; IF USED AS ONE-WAY VEHICULAR ACCESS, SHALL BE 17 FEET; TWO-WAY VEHICULAR ACCESS, 25 FEET; IF ADJOINS AN R DISTRICT, SHALL BE 50 FEET	NA	NA
REAR YARD (FEET)	30	NA	143
MAXIMUM BUILDING COVERAGE OF ACTUAL LOT AREA (PERCENT)	30	0	0.10

* INDICATES MEASUREMENT TAKEN FROM MONOPOLE TO PROPERTY LINE.



LEGEND

- EXISTING 1' CONTOUR
- 430 EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING TRANSMISSION LINES
- EXISTING DRAINAGE EASEMENT
- EXISTING NYSDEC AND LOCAL WETLAND LINE
- 100 YEAR FLOODPLAIN BOUNDARY
- EXISTING TREE TO BE REMOVED
- PROPOSED RETAINING WALL
- PROPOSED ELECTRIC SERVICE

NOTES:

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3. APPLICANT: HOMELAND TOWERS, LLC
   9 HARMONY STREET, 2ND FLOOR
   DANBURY, CONNECTICUT 06810
   PROPERTY OWNER: TOWN OF YORKTOWN
   363 UNDERHILL AVE
   YORKTOWN HEIGHTS, NY 10598
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8. THE PROPOSED FACILITY IS UNMANNED AND WILL NOT GENERATE SIGNIFICANT NOISE, DUST, FUMES, ODORS OR VIBRATIONS.
9. ANY LIGHTING PROPOSED BY TENANT/CARRIER EQUIPMENT SPECIFICATIONS SHALL BE CONTROLLED BY A MANUAL TIMER AND NOT SPILL ONTO ADJACENT PROPERTIES.
10. THERE SHALL BE NO TOWER MOUNTED LIGHTING.

20 0 10 20 40 80
FEET

Call 811 THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	JEFFERSON VALLEY
SITE NUMBER:	NY087
TAX PARCELS:	16.12-1-31

NOT FOR CONSTRUCTION

SITE LAYOUT PLAN

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING D.P.C.
100 MAIN STREET ARMONK, N.Y. 10504
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P: (914) 273-2329
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8		ZD-3
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4		PROJECT I.D.:
3		YRHOMELAND800
2		DATE:
1	MAY 25, 2022	MARCH 7, 2022
	REVISIONS	

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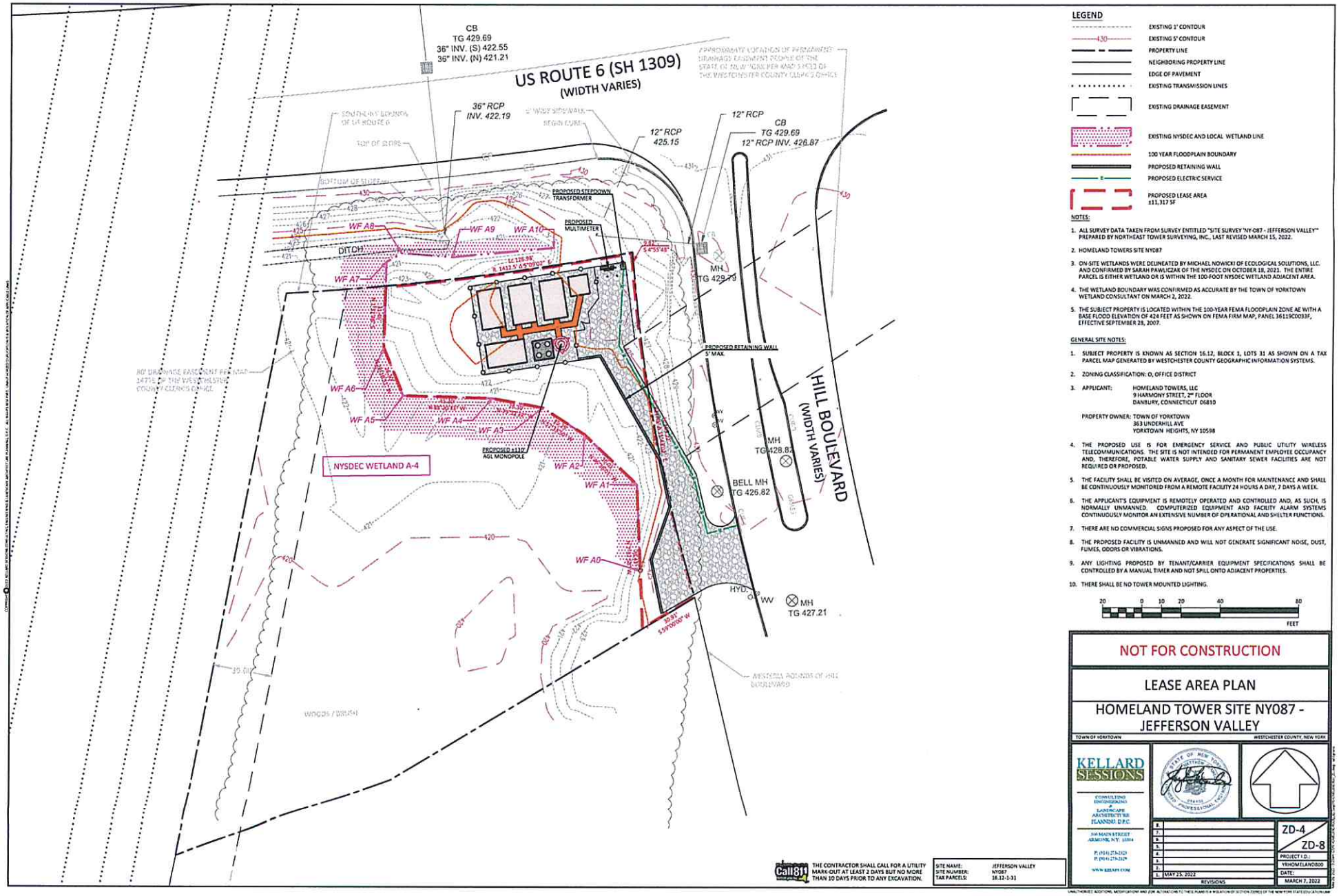
UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.



LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING TRANSMISSION LINES
- EXISTING DRAINAGE EASEMENT
- EXISTING NYSDEC AND LOCAL WETLAND LINE
- 100 YEAR FLOODPLAIN BOUNDARY
- PROPOSED RETAINING WALL
- PROPOSED ELECTRIC SERVICE
- PROPOSED LEASE AREA ±11,317 SF

NOTES:

1. ALL SURVEY DATA TAKEN FROM SURVEY ENTITLED "SITE SURVEY 'NY-087 - JEFFERSON VALLEY'" PREPARED BY NORTHEAST TOWER SURVEYING, INC., LAST REVISED MARCH 15, 2022.
2. HOMELAND TOWERS SITE NY087
3. ON-SITE WETLANDS WERE DELINEATED BY MICHAEL NOWICKI OF ECOLOGICAL SOLUTIONS, LLC. AND CONFIRMED BY SARAH PAWLICZAK OF THE NYSDEC ON OCTOBER 18, 2021. THE ENTIRE PARCEL IS EITHER WETLAND OR IS WITHIN THE 100-FOOT NYSDEC WETLAND ADJACENT AREA.
4. THE WETLAND BOUNDARY WAS CONFIRMED AS ACCURATE BY THE TOWN OF YORKTOWN WETLAND CONSULTANT ON MARCH 2, 2022.
5. THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100-YEAR FEMA FLOODPLAIN ZONE AE WITH A BASE FLOOD ELEVATION OF 424 FEET AS SHOWN ON FEMA FIRM MAP, PANEL 36119C0033F, EFFECTIVE SEPTEMBER 28, 2007.

GENERAL SITE NOTES:

1. SUBJECT PROPERTY IS KNOWN AS SECTION 16.12, BLOCK 1, LOTS 31 AS SHOWN ON A TAX PARCEL MAP GENERATED BY WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS.
2. ZONING CLASSIFICATION: O, OFFICE DISTRICT
3. APPLICANT: HOMELAND TOWERS, LLC
   9 HARMONY STREET, 2ND FLOOR
   DANBURY, CONNECTICUT 06810

   PROPERTY OWNER: TOWN OF YORKTOWN
   363 UNDERHILL AVE
   YORKTOWN HEIGHTS, NY 10598
4. THE PROPOSED USE IS FOR EMERGENCY SERVICE AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS. THE SITE IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY AND, THEREFORE, POTABLE WATER SUPPLY AND SANITARY SEWER FACILITIES ARE NOT REQUIRED OR PROPOSED.
5. THE FACILITY SHALL BE VISITED ON AVERAGE, ONCE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE FACILITY 24 HOURS A DAY, 7 DAYS A WEEK.
6. THE APPLICANT'S EQUIPMENT IS REMOTELY OPERATED AND CONTROLLED AND, AS SUCH, IS NORMALLY UNMANNED. COMPUTERIZED EQUIPMENT AND FACILITY ALARM SYSTEMS CONTINUOUSLY MONITOR AN EXTENSIVE NUMBER OF OPERATIONAL AND SHELTER FUNCTIONS.
7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR ANY ASPECT OF THE USE.
8. THE PROPOSED FACILITY IS UNMANNED AND WILL NOT GENERATE SIGNIFICANT NOISE, DUST, FUMES, ODORS OR VIBRATIONS.
9. ANY LIGHTING PROPOSED BY TENANT/CARRIER EQUIPMENT SPECIFICATIONS SHALL BE CONTROLLED BY A MANUAL TIMER AND NOT SPILL ONTO ADJACENT PROPERTIES.
10. THERE SHALL BE NO TOWER MOUNTED LIGHTING.

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FEET

Call 811 THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	JEFFERSON VALLEY
SITE NUMBER:	NY087
TAX PARCELS:	16.12-1-31

NOT FOR CONSTRUCTION

LEASE AREA PLAN

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
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1	MAY 25, 2022
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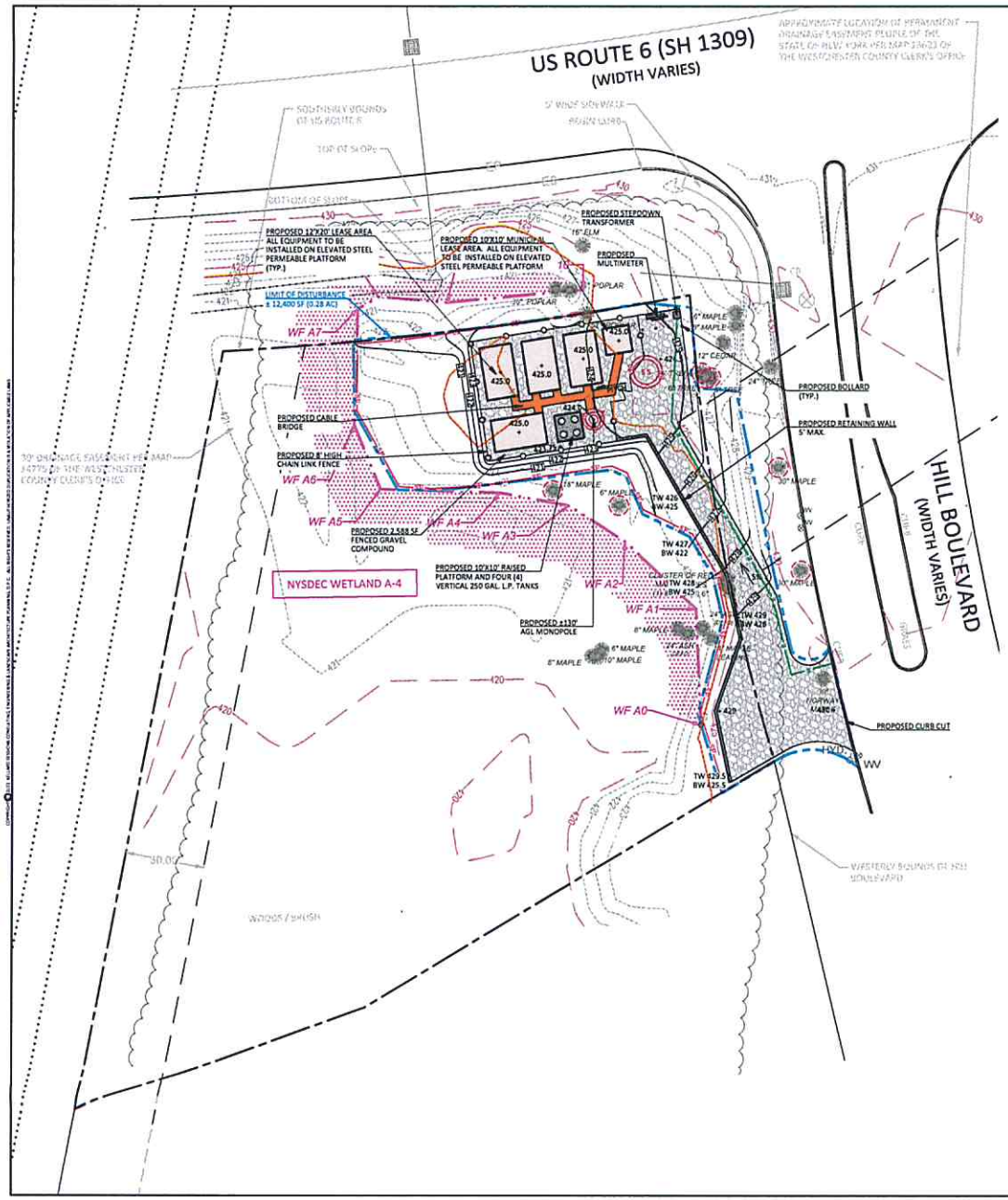
ZD-8

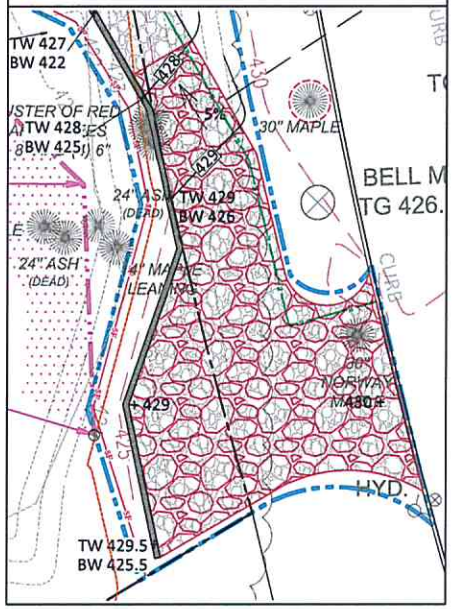
PROJECT I.D.: YKHOMELAND080

DATE: MARCH 7, 2022

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS PLAN IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW



CONSTRUCTION ENTRANCE INSET (1"=10')



LEGEND

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- EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING DRAINAGE EASEMENT
- EXISTING NYSDEC AND LOCAL WETLAND LINE
- 100 YEAR FLOODPLAIN BOUNDARY
- EXISTING TREE TO BE PROTECTED
- PROPOSED RETAINING WALL
- PROPOSED 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED LIMIT OF DISTURBANCE: ± 12,400 SF (0.28 AC)
- PROPOSED SILT FENCE
- PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- PROPOSED SOIL STOCKPILE

FLOODPLAIN CUT/FILL SUMMARY

CUT = 195.57 CU YD
FILL = 82.72 CU YD
NET CUT WITHIN FLOODPLAIN = 112.84 CU YD

20 0 10 20 40 80
FEET

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	JEFFERSON VALLEY
SITE NUMBER:	NY087
TAX PARCELS:	16.12-1-31

NOT FOR CONSTRUCTION

GRADING, UTILITY AND SEDIMENT & EROSION CONTROL PLAN
HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

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1.	MAY 25, 2022
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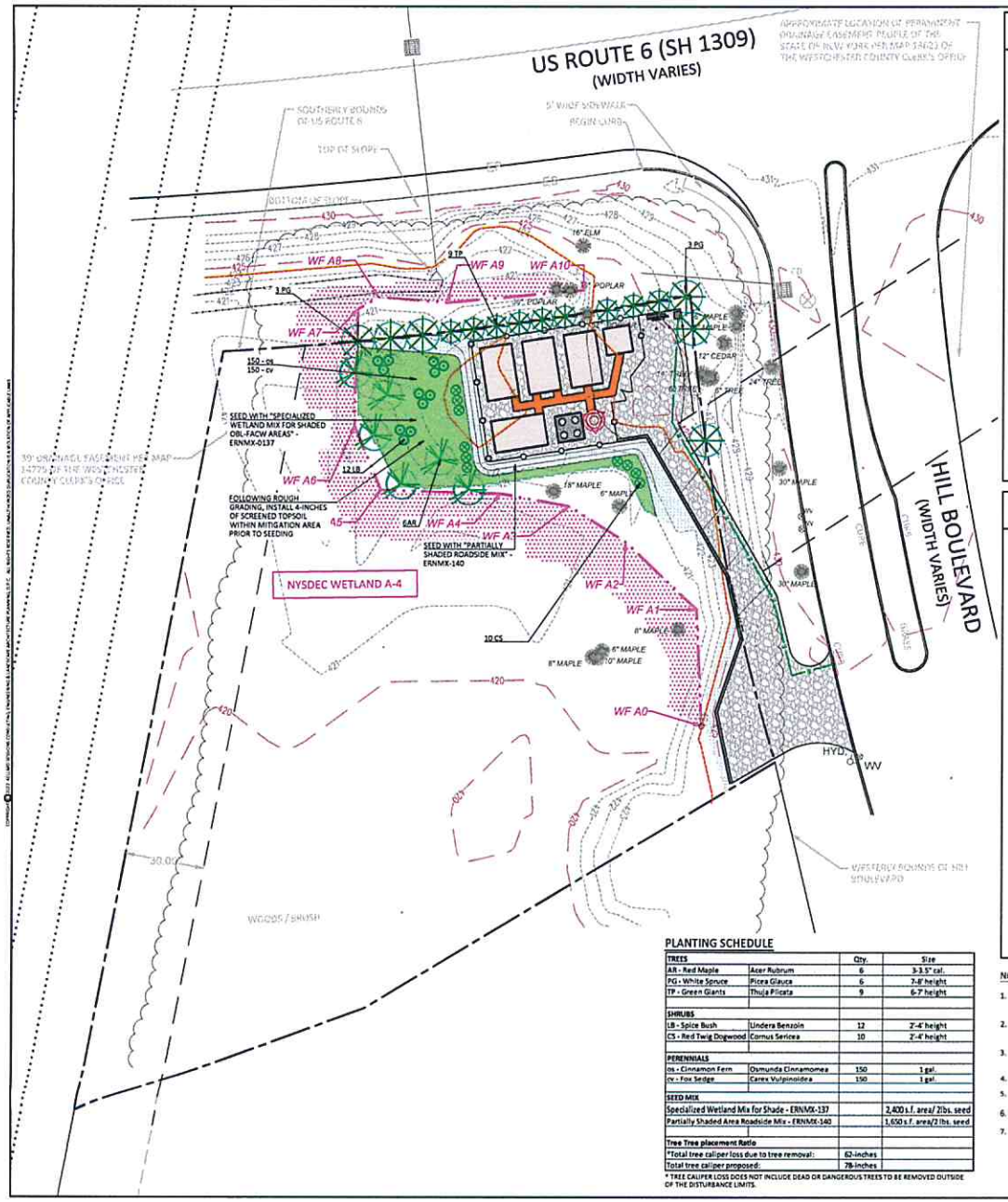
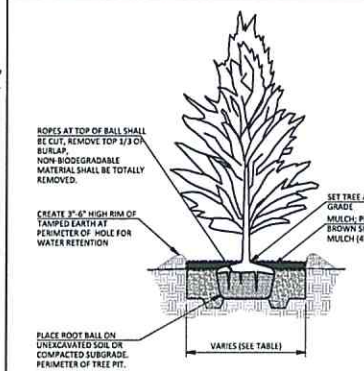
ZD-8
PROJECT I.D.: YRHOMELAND800
DATE: MARCH 7, 2022

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND/OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW



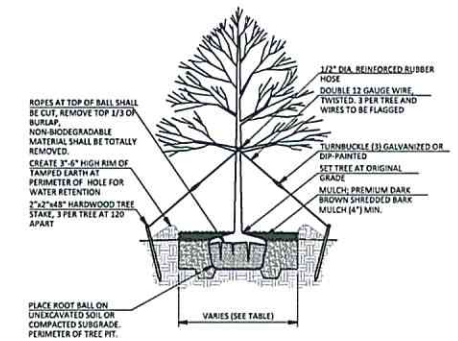
EVERGREEN TREE PLANTING DETAIL (N.T.S.)



NOTE:
PLANTED TREES SHALL BE PROTECTED AGAINST DEER BROWSE/DAMAGE BY REGULAR APPLICATION OF DEER REPELLANT OR USE OF PLASTIC NETTING OR WIRE MESH, TREE GUARDS, ETC. OR OTHER MEASURES.

HOLE DIAMETER TABLE	
ROOT BALL SIZE	HOLE DIAMETER
LESS THAN 4'Ø	2X BALL Ø
4'-5'Ø	1 3/4X BALL Ø
GREATER THAN 5'Ø	1 1/2X BALL Ø

DECIDUOUS TREE PLANTING DETAIL (N.T.S.)



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- EXISTING NYSDEC AND LOCAL WETLAND LINE
- 100 YEAR FLOODPLAIN BOUNDARY
- EXISTING TREE
- PROPOSED RETAINING WALL
- PROPOSED 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED SEED MIX AREAS
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS TREE
- PROPOSED SHRUB

20 0 10 20 40 80
FEET

PLANTING SCHEDULE

		Qty.	Size
TREES			
AR - Red Maple	Acer Rubrum	6	3-3.5" cal.
PG - White Spruce	Picea Glauca	6	7-8' height
TP - Green Giants	Thuja Plicata	9	6-7' height
SHRUBS			
LB - Spice Bush	Lindera Benzoin	12	2'-4' height
CS - Red Twig Dogwood	Cornus Sericea	10	2'-4' height
PERENNIALS			
os - Cinnamon Fern	Osmunda Cinnamomea	150	1 gal.
cv - Fox Sedge	Carex Vulpinoidea	150	1 gal.
SEED MIX			
Specialized Wetland Mix for Shade - ERNMX-137			2,400 s.f. area/ 2lbs. seed
Partially Shaded Area Roadside Mix - ERNMX-140			1,650 s.f. area/2 lbs. seed
Tree Tree placement Ratio			
*Total tree caliper loss due to tree removal:		62-inches	
Total tree caliper proposed:		78-inches	

* TREE CALIPER LOSS DOES NOT INCLUDE DEAD OR DANGEROUS TREES TO BE REMOVED OUTSIDE OF THE DISTURBANCE LIMITS.

NOTES:

1. ALL DECIDUOUS TREES SHALL BE OUTFITTED WITH BUCK RUB PROTECTION/TRUNK GUARDS FOR TWO (2) GROWING SEASONS.
2. DEER FENCING SHALL BE ESTABLISHED AROUND THE MITIGATION AREA AND SHALL REMAIN IN PLACE/MAINTAINED FOR TWO (2) GROWING SEASONS.
3. FOR THE FIRST TWO (2) GROWING SEASONS, EVERGREEN TREES SHALL BE TREATED WITH DEER REPELLANT BY A LICENSED APPLICATOR AND PER MANUFACTURES RECOMMENDATIONS
4. APPLICANT RESPONSIBLE FOR IRRIGATION OF PLANT MATERIAL FOR THE 1ST GROWING SEASON.
5. PLANT SUBSTITUTIONS, IF ANY, MUST BE APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION.
6. ALL TREES AND SHRUBS SHALL BE MULCHED; ALL SEEDED AREAS SHALL BE MULCHED WITH WEED-FREE HAY MULCH.
7. BIODEGRADABLE EROSION CONTROL MATTS SHALL BE INSTALLED ON SLOPES EXCEEDING 1'V:3'H FOLLOWING SEEDING.

Call 811 Know what's below. Call before you dig.
THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	JEFFERSON VALLEY
SITE NUMBER:	NY087
TAX PARCELS:	18.12-1-31

NOT FOR CONSTRUCTION

MITIGATION & PLANTING PLAN

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
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PROJECT I.D.:	YRHOMELAND800
DATE:	MARCH 7, 2022
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1.	MAY 25, 2022

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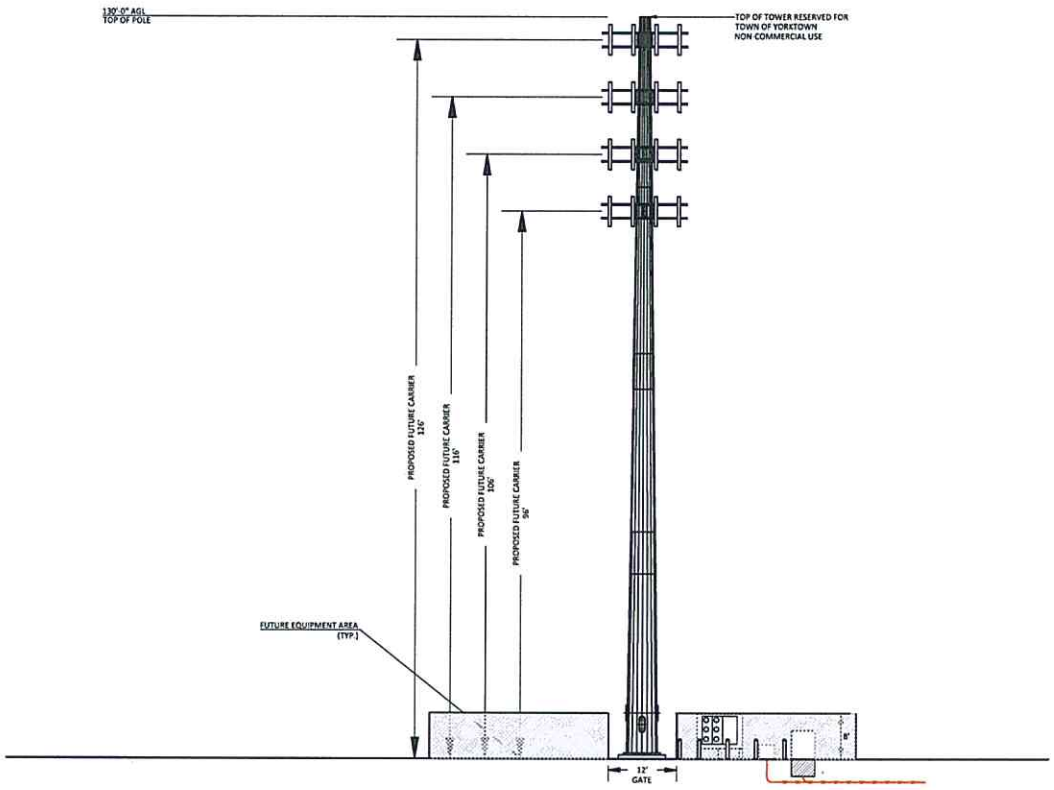

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NOT FOR CONSTRUCTION

TOWER ELEVATION

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

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1	MAY 25, 2022
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PROJECT I.D.: YRHOMELAND800
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Call 811 Before You Dig
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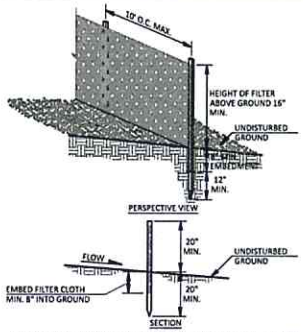
SILT FENCE DETAIL (N.T.S.)



CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

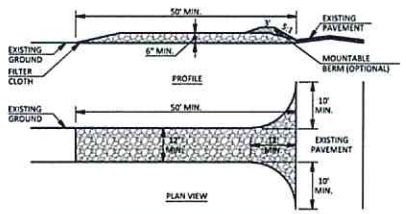
1. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS AT TOP AND MID SECTION.
2. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

POSTS: STEEL EITHER T OR U TYPE OR 2" HARDWOOD

FILTER CLOTH: FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUAL

PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL

STABILIZED CONSTRUCTION ENTRANCE DETAIL (N.T.S.)



CONSTRUCTION SPECIFICATIONS

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACTED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

EROSION AND SEDIMENT CONTROL PLAN

ALL PROPOSED SOIL EROSION AND SEDIMENT CONTROL PRACTICES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING PUBLICATIONS:

- NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION
- TOWN CODE OF YORKTOWN CHAPTER 248 "STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL"

THE PRIMARY AIM OF THE SOIL EROSION AND SEDIMENT CONTROL PLAN IS TO REDUCE SOIL EROSION FROM AREAS STRIPPED OF VEGETATION DURING CONSTRUCTION AND TO PREVENT SILT FROM REACHING THE DRAINAGE STRUCTURES, WETLAND SYSTEMS, WATERCOURSES, WATERBODIES AND DOWNSTREAM PROPERTIES. THE SEDIMENT AND EROSION CONTROL PLAN IS AN INTEGRAL COMPONENT OF THE CONSTRUCTION PHASING AND PROJECT SEQUENCING AND WILL BE IMPLEMENTED TO CONTROL SEDIMENT AND RE-ESTABLISH VEGETATION AS SOON AS PRACTICABLE. THE PLAN WILL BE IMPLEMENTED PRIOR TO THE COMMENCEMENT OF ANY EARTHMOVING ACTIVITIES AND WILL BE MAINTAINED THROUGH THE DURATION OF THE PROJECT.

THE PROPOSED SOIL EROSION AND SEDIMENT CONTROL DEVICES INCLUDE THE PLANNED EROSION CONTROL PRACTICES OUTLINED BELOW. MAINTENANCE PROCEDURES FOR EACH EROSION CONTROL PRACTICE ARE ALSO PROVIDED HEREIN. THE OWNER OR OPERATOR MUST ENSURE THAT ALL EROSION AND SEDIMENT CONTROL PRACTICES IDENTIFIED HEREIN ARE MAINTAINED IN EFFECTIVE OPERATING CONDITION AT ALL TIMES.

• STABILIZED CONSTRUCTION ENTRANCE

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT THE PROJECT ENTRANCE AS INDICATED ON THE PLANS. THE PURPOSE OF THE STABILIZED CONSTRUCTION ENTRANCE IS TO PREVENT VEHICLES LEAVING THE SITE FROM TRACKING SEDIMENT, MUD OR ANY OTHER CONSTRUCTION-RELATED MATERIALS FROM THE SITE ONTO OFF SITE ROADS.

MAINTENANCE/INSPECTION

STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCE IN A MANNER WHICH PREVENTS OR SIGNIFICANTLY REDUCES THE TRACKING OF SEDIMENT/SOIL OFF SITE. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION ENTRANCE DAILY AND AFTER EACH RAIN EVENT FOR DISPLACEMENT OR LOSS OF AGGREGATE. THE CONTRACTOR SHALL TOP-DRESS THE CONSTRUCTION ENTRANCE WHEN DISPLACEMENT/LOSS OF AGGREGATE OCCURS, OR IF THE AGGREGATE BECOMES CLOGGED OR SILTED TO THE EXTENT THAT THE ENTRANCE CAN NO LONGER PERFORM ITS INTENDED FUNCTION. THE CONTRACTOR SHALL INSPECT THE VICINITY OF THE CONSTRUCTION ENTRANCE SEVERAL TIMES A DAY AND IMMEDIATELY REMOVE ANY SEDIMENT DROPPED OR WASHED ONTO OFF SITE ROADS.

• SILT FENCE

SILT FENCE (GEOTEXTILE FILTER CLOTH) SHALL BE PLACED IN LOCATIONS DEPICTED ON THE APPROVED PLANS. THE PURPOSE OF THE SILT FENCE IS TO REDUCE THE VELOCITY OF SEDIMENT-LADEN STORMWATER FROM SMALL DRAINAGE AREAS AND TO INTERCEPT THE TRANSPORTED SEDIMENT LOAD. IN GENERAL, SILT FENCE SHALL BE USED AT THE DOWN-GRADIENT PERIMETER OF DISTURBED AREAS, TOE OF SLOPES OR INTERMEDIATELY WITHIN SLOPES WHERE OBVIOUS CHANNEL CONCENTRATION OF STORMWATER IS NOT PRESENT. SILT FENCE SHALL ALWAYS BE INSTALLED PARALLEL TO THE CONTOURS IN ORDER TO PREVENT CONCENTRATED FLOWS FROM DEVELOPING ALONG THE SILT FENCE.

MAINTENANCE/INSPECTION

SILT FENCING SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS. INSPECTIONS SHALL INCLUDE ENSURING THAT THE FENCE MATERIAL IS TIGHTLY SECURED TO THE WOOD POSTS. IN ADDITION, OVERLAPPING FILTER FABRIC SHALL BE SECURE AND THE FABRIC SHALL BE MAINTAINED A MINIMUM OF SIX (6) INCHES BELOW GRADE. IN THE EVENT THAT ANY "BULGES" DEVELOP IN THE FENCE, THAT SECTION OF FENCE SHALL BE REPLACED IMMEDIATELY WITH A NEW FENCE SECTION. ANY VISIBLE SEDIMENT BUILD-UP AGAINST THE FENCE SHALL BE REMOVED IMMEDIATELY AND DEPOSITED ON-SITE A MINIMUM OF 100 FEET OUTSIDE OF ANY REGULATED WETLAND AREA, WATERCOURSE OR WATERBODY.

• SOIL/MATERIAL STOCKPILING

ALL SOIL/MATERIAL STRIPPED FROM THE CONSTRUCTION AREA DURING GRUBBING AND GRADING SHALL BE STOCKPILED WITHIN THE VICINITY OF THE LOCATIONS ILLUSTRATED ON THE APPROVED PLANS, OR IN PRACTICAL LOCATIONS ON-SITE.

MAINTENANCE/INSPECTION

ALL STOCKPILES SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS FOR SIGNS OF EROSION OR PROBLEMS WITH SEED ESTABLISHMENT. SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION BY VEGETATING THE STOCKPILE WITH A RAPIDLY-GERMINATING GRASS SEED AND SURROUNDED WITH SILT FENCE. IF THE PROJECT IS ONGOING DURING THE NON-GROWING SEASON, THE STOCKPILES SHALL BE PROTECTED WITH A TARPAULIN COVERING THE ENTIRE STOCKPILE.

• GENERAL LAND GRADING

THE APPLICANT/DEVELOPER OR THEIR REPRESENTATIVES SHALL BE ON-SITE AT ALL TIMES WHEN CONSTRUCTION OR GRADING ACTIVITY TAKES PLACE AND SHALL INSPECT AND DOCUMENT THE EFFECTIVENESS OF ALL SEDIMENT AND EROSION CONTROL PRACTICES.

THE INTENT OF THE EROSION CONTROLS IS TO CONTROL ALL DISTURBED AREAS, SUCH THAT SOILS ARE PROTECTED FROM EROSION BY TEMPORARY METHODS AND, ULTIMATELY BY PERMANENT VEGETATION.

• DUST CONTROL

WHERE VEGETATIVE OR MULCH COVER IS NOT PRACTICAL IN DISTURBED AREAS OF THE SITE, DUST SHALL BE CONTROLLED BY THE USE OF WATER SPRINKLING. THE SURFACE SHALL BE SPRAYED UNTIL WET. DUST CONTROL SHALL CONTINUE UNTIL SUCH TIME AS THE ENTIRE SITE IS ADEQUATELY STABILIZED WITH PERMANENT VEGETATIVE COVER.

• POLLUTION PREVENTION MEASURES FOR CONSTRUCTION RELATED ACTIVITIES

POLLUTION PREVENTION PRACTICES FOR PREVENTING LITTER, CONSTRUCTION CHEMICALS (IF APPLICABLE) AND CONSTRUCTION DEBRIS FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGE INCLUDE DAILY PICKUP OF CONSTRUCTION DEBRIS, INSPECTION, AND PHYSICAL CONTROLS SUCH AS SILT FENCING. INSPECTIONS WILL ALSO BE CONDUCTED TO INSURE THAT DUST CONTROL MEASURES ARE UTILIZED AS NECESSARY. DURING CONSTRUCTION, MAINTENANCE, CONSTRUCTION AND WASTE MATERIALS WILL BE STORED WITHIN SUITABLE AREAS/DUMPSTERS, AS APPROPRIATE, TO MINIMIZE THE EXPOSURE OF THE MATERIALS TO STORMWATER AND SPILL PREVENTION. ALL MAINTENANCE AND CONSTRUCTION WASTE WILL BE DISPOSED OF IN A SAFE MANNER IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

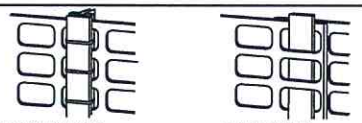
ON-SITE SOILS

- CATDEN MUCK, 0-2% SLOPES (CE); HSG B/D
- UDORTHENTS, WET SUBSTRATUM (UC); NO HSG

CONSTRUCTION PHASING PLAN

1. OBTAIN ALL NECESSARY PERMITS AND CONDUCT A PRE-CONSTRUCTION MEETING WITH TOWN OFFICIALS, IF REQUESTED BY THE TOWN
2. INSTALL ALL TEMPORARY EROSION AND SEDIMENT CONTROLS
3. STAKE OUT THE LIMITS OF DISTURBANCE AND MARK ALL TREES TO BE REMOVED PER THE TREE REMOVAL PLAN.
4. REMOVE TREES, STRIP AND GRUB THE SITE
5. INSTALL RETAINING WALLS; ROUGH GRADE SITE
6. INSTALL CONCRETE TOWER FOUNDATION AND FOUNDATIONS FOR ELEVATED EQUIPMENT PLATFORMS
7. INSTALL UNDERGROUND UTILITIES
8. FINAL GRADE THE SITE; INSTALL GRAVEL WITHIN COMPOUND AREA
9. INSTALL MONOPOLE TOWER, ELEVATED EQUIPMENT PLATFORMS, AND FENCING/GATES
10. INSTALL WETLAND MITIGATION, TREES, AND LANDSCAPING
11. REMOVE TEMPORARY EROSION CONTROLS WHEN SITE HAS ACHIEVED FINAL STABILIZATION

CONSTRUCTION FENCE DETAIL (N.T.S.)



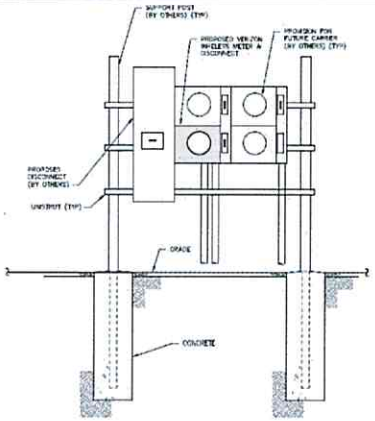
INSTALLATION INSTRUCTIONS

1. T-POST SHOULD BE PLACED A MAXIMUM OF 10 FEET APART
2. VERTICAL STRAND OF FENCE SHOULD BE SANDWICHED BETWEEN FLAT SIDE OF T-POST AND 1"X2" WOOD SLAT
3. WIRE TIES OR PLASTIC CABLE TIES CAN THEN BE USED TO SECURE THE SLAT AND FENCE STRAND TO THE T-POST.

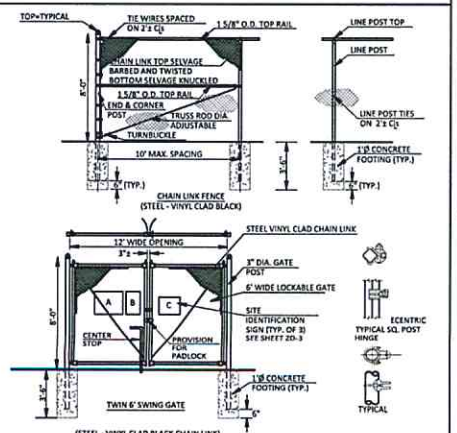
SPLICING INSTRUCTIONS

1. TO CONNECT FENCE SECTIONS, OVERLAP 2 STRAND SECTION FROM EACH END END WEAVE A 1"X2" SLAT THROUGH THE OVERLAPPED STRANDS
2. FENCE SHOULD BE TENSIONED BY HAND ONLY. DO NOT USE MECHANICAL TENSIONERS.

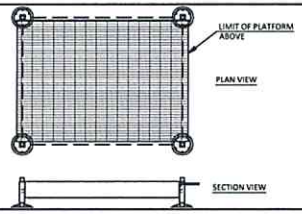
METER AND DISCONNECT (N.T.S.)



CHAIN LINK FENCE DETAIL (N.T.S.)



TYPICAL EQUIPMENT PLATFORM DETAIL (N.T.S.)



CHAIN LINK FENCE GATE SIGNS

NOTE:
1. SEE "CHAIN LINK FENCE WITH GATE DETAIL" FOR SIGN POSITIONING.

Call811 THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	JEFFERSON VALLEY
SITE NUMBER:	NY087
TAX PARCELS:	16-12-1-33

NOT FOR CONSTRUCTION

DETAILS AND NOTES

HOMELAND TOWER SITE NY087 - JEFFERSON VALLEY

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING, D.P.C.
100 MAIN STREET ARMONK, N.Y. 10504
P: (914) 273-2323
P: (914) 273-2329
WWW.KSESPC.COM

8.	
7.	
6.	
5.	
4.	
3.	
2.	
1. MAY 25, 2022	REVISIONS

	ZD-8 / ZD-8
PROJECT I.D.:	YKHOMELAND800
DATE:	MARCH 7, 2022

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND/OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

KELLARD SESSIONS

John Kellard, P.E.
David Sessions, RLA, AICP
Joseph M. Cermele, P.E., CFM
Jan K. Johannessen, AICP

May 25, 2022

Mr. Manuel Vicente
Homeland Towers, LLC
9 Harmony Street
Danbury, Connecticut 06810

RE: Homeland Towers, LLC
Jefferson Valley – Wetland Report

Dear Mr. Vicente:

You have requested that Kellard Sessions Consulting evaluate wetlands located on a parcel consisting of ±1.18 acres of land and located at the intersection of NYS Route 6 and Hill Boulevard in the Town of Yorktown, hamlet of Jefferson Valley. The property is identified on the Town of Yorktown Tax Map as Section 16.12, Block 1, Lot 31. The subject property is owned by the Town of Yorktown and is proposed to be developed with a 130-foot monopole tower, ancillary telecommunications equipment, gravel driveway, gravel compound area, fencing and retaining walls. The subject property is the vicinity of commercial and residential uses, with the Jefferson Valley Mall located due west.

The subject property is nearly flat except for roadway embankment slopes associated with Hill Boulevard along the easterly property line. The property is wooded, however, a clearing exists in the upland area located toward the northeast corner of the site. Soils consist of Catden Muck, 0-2% Slopes (Ce) and Udorthents, Wet Substratum (Uc). The Shrub Oak Brook is located immediately south of the subject property; however, the property contains wetlands and watercourses that are tributary to the Brook. On-site wetlands and watercourses are jurisdictional to the New York State Department of Environmental Conservation (NYSDEC) as Wetland A-4, the Army Corps of Engineers (ACOE), and the Town of Yorktown. On-site wetlands and watercourses were delineated by Michael Nowicki of Ecological Solutions, LLC and confirmed by this office.

VEGETATION, SOILS AND HYDROLOGY

Red Maple trees dominate the wetland and wetland buffer; however, a number of Ash trees are located along the periphery of the wetland boundary; Sugar Maple and Norway Maple trees are also present in the adjacent upland area. Skunk Cabbage, Spice Bush, Honeysuckle, Ash saplings, Sensitive Fern, Clearweed, and False Nettle were found along the wetland boundary with Multiflora Rose, Honeysuckle, Wineberry, Virginia Creeper, Garlic Mustard, Canada Mayflower, Poison Ivy, and Bittersweet dominating the upland area. The upland area located at the northeast corner of the site contains fewer trees and tree canopy and is dominated by invasives shrubs and vines. Hydric soils within the wetland boundary were black (10YR 2/1) within the upper 14 inches, turning gray (Gley 1, 7/N) between 14 – 18 inches. Soils within the upland

area consist of a 5-inch layer of topsoil, over dark yellowish-brown soil (10YR 3/4) with no redox concentrations. Hydrology indicators include observed water inundation and saturated soil.

JURISDICTION

As stated above, on-site wetlands are jurisdictional to the NYSDEC as Wetland A-4. Wetlands were delineated in accordance with the NYSDEC Freshwater Wetlands Delineation Manual, July 1995, and the boundary was verified as being accurate by Sarah Pawliczak of the NYSDEC on October 18, 2021. A fully executed NYSDEC Wetland Validation Map is on file. In addition to regulating the wetland property, the NYSDEC regulates a 100-foot Wetland Adjacent Area and disturbance within the Wetland Adjacent Area will require an Article 24 Freshwater Wetland Permit from the NYSDEC. Note that the entire site consists of regulated wetland or Wetland Adjacent Area and, therefore, any development would require an Article 24 Freshwater Wetland Permit.

On-site wetlands are jurisdictional to the Town of Yorktown under Chapter 178, Freshwater Wetlands, of the Town Code. Wetlands were delineated in accordance with the Town's definition of "Wetland/Freshwater Wetland" and the wetland boundary line was verified as accurate by the Town of Yorktown's Wetland Consultant on March 2, 2022. The Town regulates a 100-foot wetland/watercourse buffer area and disturbance within the buffer may require a wetland permit from the Town of Yorktown.

On-site wetlands are jurisdictional to the ACOE and disturbance within the wetland proper would require a permit as issued by the ACOE; note that the ACOE does not regulate a wetland adjacent or buffer area. On-site wetlands were delineated in accordance with the Corps of Engineers Wetland Delineation Manual, 1987, and its supplements. As no disturbance is proposed within the wetland proper, a permit from the ACOE is not required.

Enclosed are pictures of the on-site wetland taken from a recent site visit. Should you have any questions, please feel free to contact me.

Very truly yours,

Jan K. Johannessen

Jan K. Johannessen, AICP
Kellard Sessions Consulting

Enclosures

cc: Robert Gaudioso, Esq.

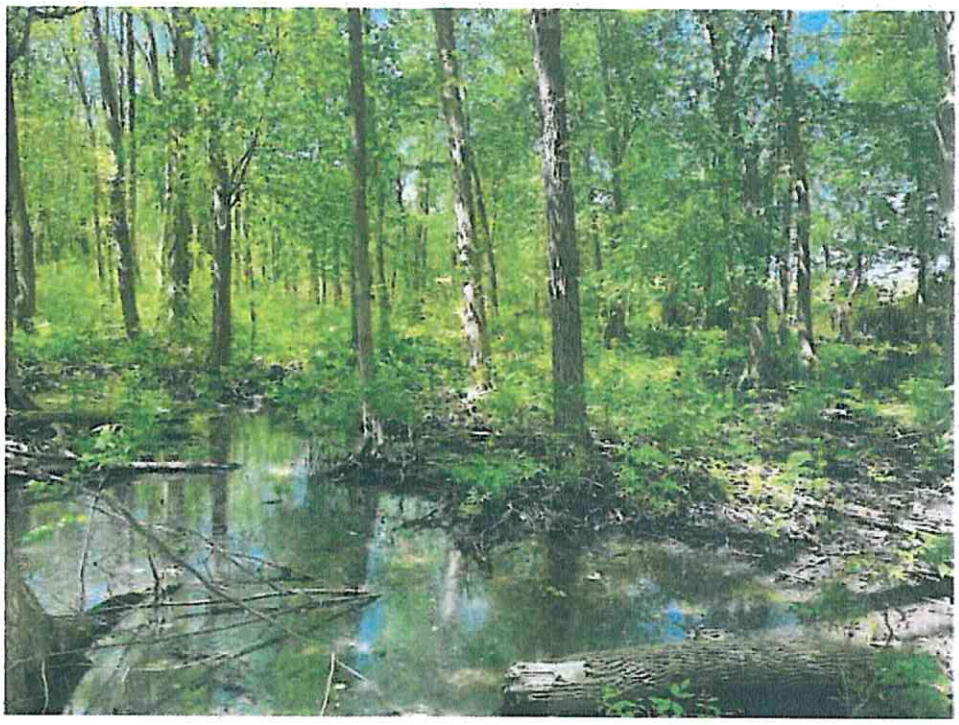
Homeland Towers, LLC
Jefferson Valley
Photos Taken on May 18, 2022

Above and Below: On-site wetland looking south

Homeland Towers, LLC
Jefferson Valley
Photos Taken on May 18, 2022

Above: Clearing within upland area; dominated with invasive shrubs and vines; looking northeast

Homeland Towers, LLC
Jefferson Valley
Photos Taken on May 18, 2022



Above and Below: On-site wetland looking south

Homeland Towers, LLC
Jefferson Valley
Photos Taken on May 18, 2022

Above: Clearing within upland area; dominated with invasive shrubs and vines; looking northeast

Maureen Bowman

From: towernotifyinfo@fcc.gov
Sent: Tuesday, May 31, 2022 2:46 PM
To: Maureen Bowman
Subject: Section 106 Notification of SHPO/THPO Concurrence- Email ID #7069104

Follow Up Flag: Follow up
Flag Status: Completed

This is to notify you that the Lead SHPO/THPO has concurred with the following filing:
Date of Action: 05/31/2022
Direct Effect: No Historic Properties in Area of Potential Effects (APE)
Visual Effect: No Historic Properties in Area of Potential Effects (APE)
Comment Text: The NYSHPO concurs with the recommended effect finding based on the information provided.
Reviewed by DM Rohde, NYSHPO

File Number: 0010068774
TCNS Number: 246103
Purpose: New Tower Submission Packet

Notification Date: 7AM EST 05/31/2022

Applicant: Homeland Towers, LLC
Consultant: EnviroBusiness Inc. d/b/a EBI Consulting (EBI 6122001958)
Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No
Site Name: Jefferson Valley / NY087
Site Address: Hill Boulevard
Detailed Description of Project: Proposed construction of a new telecommunications monopole tower and compound resulting in ground disturbance. Please see Attachment 4 of this filing for project design details. (EBI # 6122001958)
Site Coordinates: 41-19-45.2 N, 73-48-8.5 W
City: Yorktown
County: WESTCHESTER
State:NY
Lead SHPO/THPO: New York State Historic Preservation Office

NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE
Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.

TB Referral
Granite Springs Rd
Cell Tower

LAW OFFICES OF
SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591
(914) 333-0700
FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS
e-mail to **RGaudioso@Snyderlaw.net**

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

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

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

REPLY TO:

Tarrytown Office

July 20, 2022

Honorable Supervisor Matthew Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

RE: Homeland Towers, LLC
109 Granite Springs Road
Town of Yorktown, NY

Dear Honorable Supervisor Slater and Members of the Town Board:

We are the attorneys for Homeland Towers, LLC ("Homeland Towers") in connection with its proposal to lease a portion of the above captioned property from the Town for a proposed public utility wireless telecommunication facility ("Facility"), including a 130-foot tower and equipment compound designed for the collocation of multiple wireless carriers and Town emergency services entities.

Section 300-59(D)(1) of the Town Code expressly states that "wireless telecommunication facilities shall be located on Town-owned lands or facilities." Such facilities are subject to Town Board lease approval. In this instance, parkland alienation is also required from the New York State legislature.

In furtherance of the foregoing, enclosed please find ten (10) copies of the following materials:

1. Proposed Lease Agreement;

2. Full Environmental Assessment Form;

3. RF Justification Report;

4. Radio Frequency Compliance Report, demonstrating that the Facility will be in compliance with FCC regulations pertaining to radio frequency emissions;

5. Viewshed maps and visual renderings demonstrating that the proposed Facility will not have an adverse visual impact;

6. Sound Analysis demonstrating that the Facility will not create an adverse impact due to noise;

7. Alternative Site Analysis from Klaus Wimmer;

8. Alternative Access Analysis from Klaus Wimmer;

9. FAA Determination of No Hazard to Air Navigation;

10. Wetland Evaluation Letter; and

11. Site Plans.

We look forward to discussing this matter with the Town Board at its next available meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SNYDER & SNYDER, LLP

By: Robert D Gaudioso
Robert D. Gaudioso

Enclosures
RDG/cae
cc: Adam Rodriguez
Z:\SSDATA\WPDATA\SS3\RDG\Homelandtowers\yorktown\NY578 Granite Springs\Filing\TB Lette 07.19.2022.rtf

SITE NO.: NY578
SITE NAME: Granite Springs
LESSOR: Town of Yorktown
LEASE NO.: 2

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____ 202_ (the "Effective Date") by and between the Town of Yorktown, a municipal corporation ("LESSOR") and **HOMELAND TOWERS, LLC**, a New York limited liability company, ("LESSEE"). LESSOR and LESSEE are individually referred to herein as a "Party" and collectively as the "Parties."

Recitals

A. WHEREAS, LESSOR is the owner of certain property located on Granite Springs Street, Yorktown Heights, NY 10598, Westchester County, State of New York, Tax Parcel No. 27.11-1-33, a legal description of which is set forth in **Exhibit "A"** attached hereto and incorporated herein (the "Property"); and

B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and

C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of Five Hundred and 00/100 Dollars ($500.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for two (2) additional twelve (12) month periods (each, an "Extension Period") by giving written notice to LESSOR prior to the end of the then-current Option Period, which notice shall be accompanied by an additional option fee payment of Five Hundred and 00/100 Dollars ($500.00) (the "Additional Option Fee"). As used herein, the "Option Period" means the Initial Option Period and any applicable Extension Period(s).

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

2. Premises. Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement (the "Leased Premises") as depicted on the site plan/drawing attached hereto and incorporated herein as **Exhibit "B"** (the "Site Plan"). The Leased Premises is comprised of approximately Five Thousand Six Hundred and Twenty-Five (5,625) square feet of ground space.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use").

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3.

(c) LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

(d) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

4. Term. (a) The initial term of this Agreement ("Initial Term") shall be ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for nine (9) additional five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly "Rent" an amount equal to Two Thousand and 00/100 Dollars ($2,000.00) (the "Minimum Rent") or (b) Thirty Five Percent (35 %) (the "Percentage Rent") of Gross Income (as defined below) derived by LESSEE from its Customers using the Telecommunications Facilities on the Leased Premises (collectively, the "Authorized Users"), whichever is greater. The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: Town of Yorktown, 363 Underhill Ave, Yorktown Heights, NY 10598. As used herein, "Rent Commencement Date" means the earlier of (i) six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) Commencing on the first (1st) day of the first Renewal Term (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) over the Minimum Rent applicable during the Initial Term. On the first day of each follow-on Renewal Term thereafter (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) of the Minimum Rent applicable during the immediately preceding Renewal Term.

(c) As used herein, "Gross Income" means the income actually received by LESSEE from the Authorized Users during the applicable month or portion thereof in connection with their occupancy of the Telecommunications Facilities on the Leased Premises. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Authorized Users are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Authorized Users; (ii) operating expense, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Authorized Users for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Lease Agreement. If this Agreement expires or is otherwise terminated prior to the last day of the month, the Percentage Rent due hereunder shall be prorated. All Percentage Rent payments shall be payable as set forth in Section 5(a).

(d) Effective on each anniversary of the Commencement Date, LESSEE shall provide LESSOR a statement (the "Annual Statement") of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Controller (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5. Notwithstanding the preceding sentence, in the event that the Agreement expires or is terminated prior to the Commencement Date, LESSEE shall remit a statement and certification referenced in the preceding sentence, to LESSOR not later than 90 days after the date of expiration or termination.

(e) Within thirty (30) days after receipt of all Governmental Approvals necessary for the construction, operation and maintenance of the Telecommunications Facilities, LESSEE shall make a LESSOR a one-time, lump-sum payment in the amount of Twenty Five Thousand and 00/100 Dollars ($ 25,000.00) which LESSOR shall apply to the benefit of LESSOR's first responders/emergency communication departments.

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements. (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in **Exhibit "C,"** attached hereto and incorporated herein (the "Site Plan"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

(d) Effective upon the Commencement Date of this Agreement and throughout the Term hereof, LESSEE shall post a removal bond to the benefit of LESSOR substantially conforming to the draft bond attached hereto and incorporated herein as **Exhibit "E"** (the

"Removal Bond"). LESSEE's failure to timely remove its Telecommunications Facilities from the Leased Premises pursuant to the terms of this Agreement shall constitute a default under this Agreement and LESSOR shall so notify the Surety in writing.

8. Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (the "Access Rights"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the storage of construction materials and equipment. As used herein, "Adjacent Property" means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Property.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE's sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE's request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR's behalf, any and all such documents.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party's receipt of written notice thereof from the non-breaching party; *provided, however*, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months, and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party's receipt of the other party's written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE.

(b) Except as expressly limited by this Agreement, a party's termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate

jurisdiction (each, an "Act of Condemnation"), and if, in LESSEE's sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE's use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of LESSEE and LESSEE's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSEE Parties") occurring in or about the Premises or the Property. LESSOR shall defend (with counsel reasonably acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law(s). LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: $1,000,000.00 for injury to any one (1) person, and $2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request.

(b) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 14 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor

shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(c) shall survive the expiration or earlier termination of this Agreement.

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon. LESSOR has the right, pursuant to the terms of this Agreement and any communications license agreement by and between LESSEE, as licensor and LESSOR, as licensee, to occupy certain mutually-agreed upon space at the Telecommunications Facilities for the placement and operation of LESSOR's Equipment (as defined in Section 21). To the extent not prohibited by applicable law, in consideration for the benefits to be derived by LESSOR with respect to the rent payable under this Agreement and the right to locate and operate the LESSOR's Equipment at the Telecommunications Facilities without an attendant rent obligation, LESSOR shall, throughout the Term of this Agreement, refrain from imposing personal property taxes, assessments, and similar charges with respect to the Telecommunications Facilities and related equipment owned by LESSEE located at the Leased Premises (collectively, the "Telecommunications Facilities Personal Property Taxes"). In the event that applicable law prohibits LESSOR from refraining to assess or impose the Telecommunications Facilities Personal Property Taxes, then LESSOR and LESSEE agree that LESSEE shall have the right to offset the aggregate amount of the Telecommunications Facilities Personal Property Taxes so assessed/imposed against Rent that become due and owing to LESSOR under this Agreement.

16. Quiet Enjoyment, Title and Authority. (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that that LESSOR shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

17. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE, to:
Homeland Towers, LLC
9 Harmony St, 2nd Floor
Danbury, CT 06810
Telephone: (203) 297-6345

With a copy to:
Roni D. Jackson, Esq.
Infra Holdings, LLC
Alexandria, VA 22314
(571) 366-1720

If to LESSOR, to:
Town of Yorktown
363 Underhill Ave
Yorktown Heights, NY 10598
Attn: Supervisor
Telephone:_____

With a copy to:
_____
_____
_____
Attn:_____
Telephone:_____

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). In this regard, LESSEE agrees to notify LESSOR in writing from time to time during the Term of the names and notice addresses of LESSEE's lenders. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. Assignment and Subletting LESSEE shall have the right to assign its interest in this this Agreement, whether in whole or in part, without LESSOR's consent. Upon notification to LESSOR of such assignment, LESSEE shall be relieved of all future performance, liabilities and obligations under this Agreement. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3.

20. Right of First Refusal. If during the term of this Agreement, LESSOR receives a bona fide offer ("Bona Fide Offer") from a third party to lease or purchase (a) an interest in all or a portion of the Property whether in fee, by grant of easement, or otherwise, (b) LESSOR's interest under this Agreement including, but not limited to, LESSOR's rights to receive rents hereunder, and/or (c) the right to enter into an option, lease, or easement after the term of this Agreement that LESSOR is willing to accept (individually and collectively, the "Property Interest"), LESSEE shall have the right of first refusal ("Right of First Refusal") to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement shall remain in full force and effect, and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, (but not with respect to any subsequent Bona Fide Offer(s)), unless LESSOR fails to convey the subject Property Interest to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE's waiver of such Right of First Refusal.

21. Lessor's Use of Leased Premises. Subject to the above limitations, during the term of this Agreement, Lessor's police, highway, fire, water, ambulance and emergency service providers (with the specific exclusion of any county, state or federal providers, each an "Emergency Provider") shall have the non-exclusive right to install, maintain, and operate antennas, equipment and/or improvements more fully described in Exhibit "B", annexed hereto and made a part hereof (collectively, "Lessor's Equipment") and each Emergency Provider shall enter into a site license/lease or use agreement with LESSEE substantially in the form attached hereto as Exhibit "F" (the "Communications License Agreement"). The relocation and initial installation of the LESSOR's Equipment shall be performed by a contractor reasonably acceptable to LESSEE and at LESSEE's expense. The subsequent maintenance of the LESSOR's Equipment shall be the sole responsibility of LESSOR and/or the Emergency Provider. The LESSOR's Equipment shall not interfere with any existing or future Customers. Any of LESSOR's Tower mounted Equipment that provides service in the Town of Yorktown, shall be limited as follows: (i) the antenna or equipment shall be equal to or higher than 130 feet or between the height of 40 feet to 80 feet of the communications tower located at the Leased Premises (the "Tower"); and (ii) Lessor's antennas shall be placed on the Tower as shown in Exhibit B. LESSOR shall provide LESSEE with a list of current operating frequencies within ninety (90) days of full execution of this Agreement, to be used for Lessor's Equipment and LESSEE shall take commercially reasonable efforts to ensure that all existing and future Customers shall not cause interference with such operating frequencies.

22. Miscellaneous. (a) This Agreement, including Exhibits A-F hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall, not later than thirty (30) days following the Effective Date hereof, provide LESSEE with a copy of LESSOR's organizational documents which may include, by way of example, (i) LESSOR's Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR's authority, right, and ability to enter into this Agreement, (ii) current certificates of good standing and incumbency, (iii) a duly-executed and authorized resolution authorizing the transactions contemplated hereby, and (iv) a document evidencing, to LESSEE's commercially-reasonable satisfaction, the signature authority of the LESSOR representative who executed this Agreement on LESSOR's behalf.

(c) Concurrently with the execution of the Agreement, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "D"** (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the "Leased Premises Legal Description"), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE's rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located, without regard to the choice of law rules thereof.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

TOWN OF YORKTOWN
("LESSOR")

By: _____

Name: _____

Title: _____

Tax ID: _____

Signed, sealed and delivered in the presence of:

_____

Print Name: _____

_____

Print Name: _____

HOMELAND TOWERS, LLC
("LESSEE")

By: _____
Manuel J. Vicente
President

_____

Print Name: _____

Signed, sealed and delivered in the presence of:

_____

Print Name: _____

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD, SAID POINT BEING ON A CURVE FORMING THE INTERSECTION BETWEEN THE NORTHERLY SIDE OF SAID GRANITE SPRINGS ROAD AND THE WESTERLY SIDE OF FALMOUTH COURT;

RUNNING THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30 FEET AND TO A POINT OF TANGENCY A LENGTH OF 47.12 FEET;

RUNNING THENCE FROM SAID POINT OF TANGENCY NORTH 39° 48' 25" EAST 170.00 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 200 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 136.86 FEET TO A POINT OF TANGENCY;

RUNNING THENCE FROM SAID POINT NORTH 4° 47' 50" EAST 169.45 FEET

RUNNING THENCE SOUTH 85° 12' 10" EAST 353.50 FEET;

RUNNING THENCE SOUTH 4° 47' 50" WEST 571.86 FEET;

RUNNING THENCE SOUTH 43° 44' 13" WEST 21.04 FEET;

RUNNING THENCE NORTH 46° 15' 47" WEST 311.48 FEET AND NORTH 50° 11' 35" WEST 203.24 FEET;

RUNNING THENCE SOUTH 39° 48' 25" WEST 170.00 FEET TO A POINT OF CURVE HAVING A RADIUS OF 30 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 47.12 FEET TO A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD;

RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD NORTH 50° 11' 35" WEST 110.00 FEET TO THE POINT OR PLACE OF BEGINNING.

TAX I.D. NUMBER: 27.11-1-33

BEING THE SAME PROPERTY CONVEYED TO TOWN OF YORKTOWN, A MUNICIPAL CORPORATION, GRANTEE, FROM RUTH WHEAT, GRANTOR, BY DEED RECORDED 05/23/2005, AS DOCUMENT NO. 451290168 AND CORRECTED IN DEED RECORDED 01/24/2006 AS DOCUMENT NO. 460060131 OF THE WESTCHESTER COUNTY RECORDS.

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

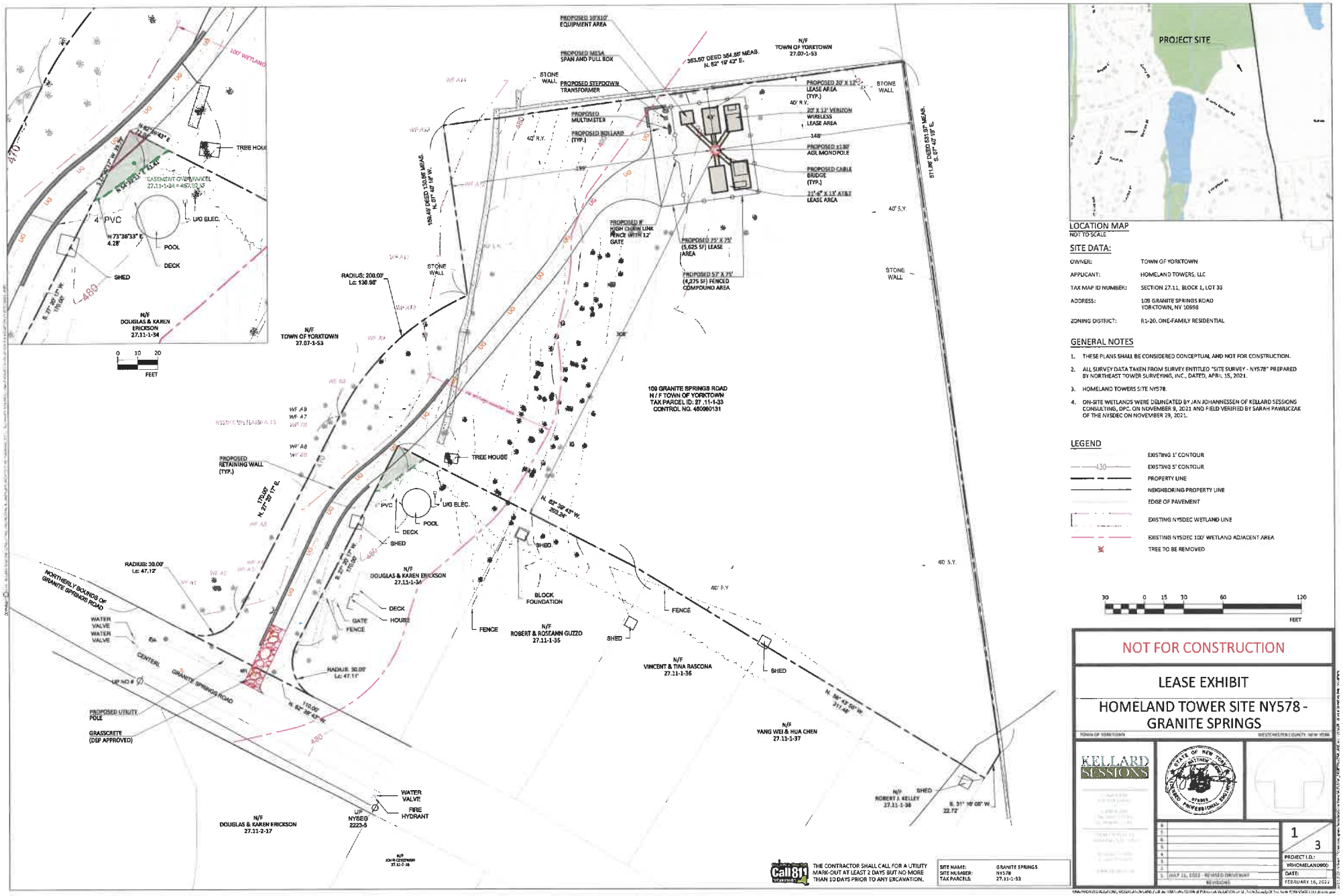
DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES (SITE PLAN)[1]

[See attached drawings, two (2) pages, Sheets LE-1 and LE-2 dated June 19, 2018, prepared by APT Engineering on behalf of Homeland Towers, LLC.]

__X__ The Leased Premises includes ground space.

[1] LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description") and an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description/As-Built Site Plan to LESSOR, such Legal Description/As-Built Site Plan shall replace the text of this Exhibit.

EXHIBIT B



LOCATION MAP
NOT TO SCALE

SITE DATA:

OWNER:	TOWN OF YORKTOWN
APPLICANT:	HOMELAND TOWERS, LLC
TAX MAP ID NUMBER:	SECTION 27.11, BLOCK 1, LOT 33
ADDRESS:	109 GRANITE SPRINGS ROAD YORKTOWN, NY 10598
ZONING DISTRICT:	R1-20, ONE-FAMILY RESIDENTIAL

GENERAL NOTES

1. THESE PLANS SHALL BE CONSIDERED CONCEPTUAL AND NOT FOR CONSTRUCTION.
2. ALL SURVEY DATA TAKEN FROM SURVEY ENTITLED "SITE SURVEY - NY578" PREPARED BY NORTHEAST TOWER SURVEYING, INC., DATED, APRIL 15, 2021.
3. HOMELAND TOWERS SITE NY578.
4. ON-SITE WETLANDS WERE DELINEATED BY JAN JOHANNESSEN OF KELLARD SESSIONS CONSULTING, DPC. ON NOVEMBER 9, 2021 AND FIELD VERIFIED BY SARAH PAWLICZAK OF THE NYSDEC ON NOVEMBER 29, 2021.

LEGEND

- EXISTING 1' CONTOUR
- 430 EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING NYSDEC WETLAND LINE
- EXISTING NYSDEC 100' WETLAND ADJACENT AREA
- TREE TO BE REMOVED

30 0 15 30 60 120 FEET

NOT FOR CONSTRUCTION

LEASE EXHIBIT

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS

STATE OF NEW YORK JEFFREY C. GOMEZ 075905 LICENSED PROFESSIONAL ENGINEER

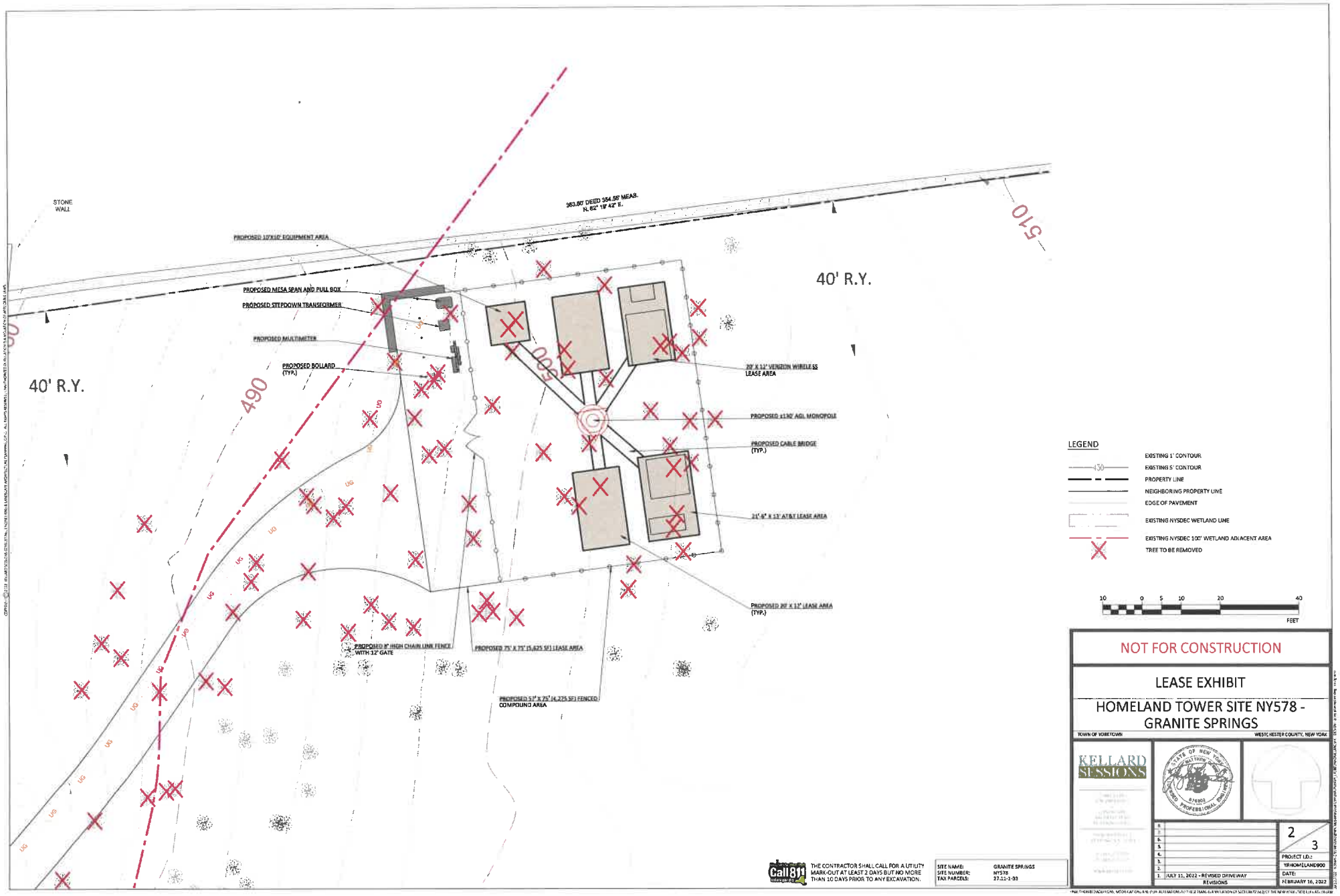
1	JULY 11, 2022 - REVISED DRIVEWAY
PROJECT I.D.:	YRHOMELAND900
DATE:	FEBRUARY 16, 2022

1 3

Call 811 before you dig

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33



NOT FOR CONSTRUCTION

LEASE EXHIBIT

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS

Call811 — THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	GRANITE SPRINGS
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TAX PARCELS:	27.11-1-33

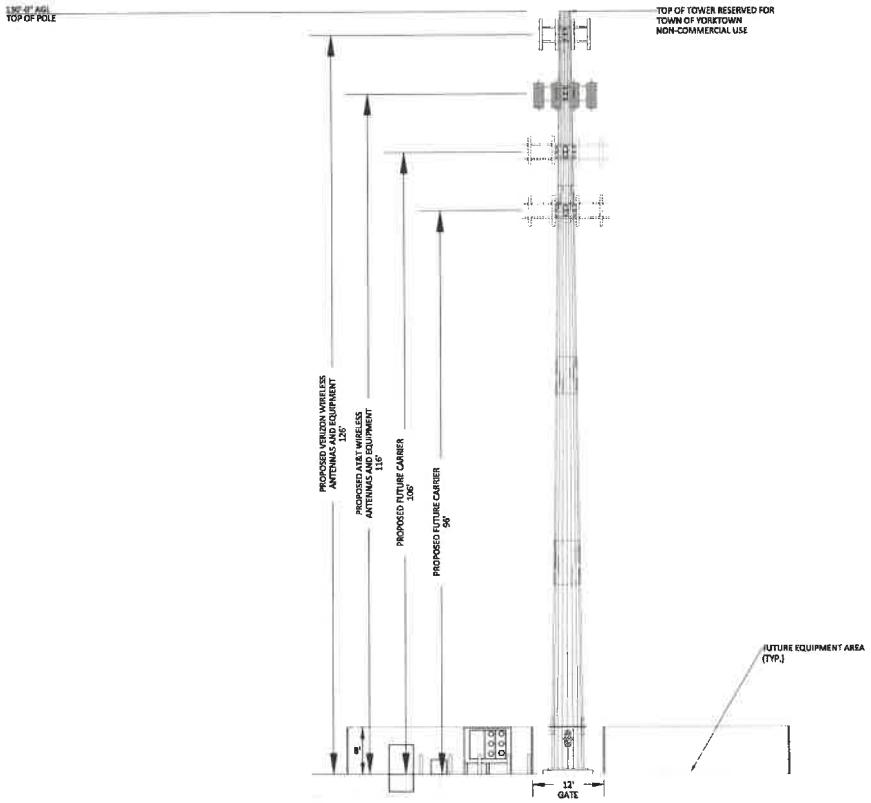
1.	JULY 11, 2022 - REVISED DRIVEWAY

REVISIONS

2 / 3

PROJECT I.D.: YRHOMELAND900

DATE: FEBRUARY 16, 2022



NOT FOR CONSTRUCTION

TOWER ELEVATION

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN

WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS

STATE OF NEW YORK · MATTHEW J. LAMB · 018803 · LICENSED PROFESSIONAL ENGINEER

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1.	JULY 11, 2022 - REVISED DRIVEWAY

REVISIONS

3 / 3

PROJECT I.D.: YRHOMELAND900

DATE: FEBRUARY 16, 2022

Call 811 THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN[2]

[2] LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT

FORM OF MEMORANDUM OF LEASE

[SEE ATTACHED.]

Prepared/Recording Requested By:

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Record and Return to:

Old Republic Title
Attn: Post Closing
530 South Main Street, Suite 1031
Akron, Ohio 44311
Commitment No. 01-21072936-01T

Tax ID/Parcel No.: ___27.11-1-33_____

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this _____ day of _____, 202_ by and between the Town of Yorktown, a municipal corporation, with an address of 363 Underhill Avenue, Yorktown Heights, NY 10598 ("Lessor") and HOMELAND TOWERS, LLC, a New York limited liability company, with an address of 9 Harmony Street, 2nd Floor, Danbury, CT 06810 ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 202_. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the "Property").

2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for nine (9) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."

3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or

receiving facilities for wireless providers and/or users, Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

7. Limited Power of Attorney. LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

Town of Yorktown
a municipal corporation
("LESSOR")

By:_____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

_____
Print Name:_____

_____
Print Name: _____

State of _____
County of _____

On _____, 202_, before me, the undersigned Notary Public, personally appeared _____, _____ of _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Print Name:_____

My Commission Expires:_____

Commission No.:_____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

HOMELAND TOWERS, LLC,
a New York limited liability company
("LESSEE")

Signed, sealed and delivered in the presence of:

_____
Print Name:_____

By:_____
Manuel J. Vicente
President

_____
_____ Print Name: _____

State of _____
County of _____

On _____, 202_, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____ (Affix Notarial Seal)

Print Name:_____

My Commission Expires:_____

Commission No.:_____

EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD, SAID POINT BEING ON A CURVE FORMING THE INTERSECTION BETWEEN THE NORTHERLY SIDE OF SAID GRANITE SPRINGS ROAD AND THE WESTERLY SIDE OF FALMOUTH COURT;

RUNNING THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30 FEET AND TO A POINT OF TANGENCY A LENGTH OF 47.12 FEET;

RUNNING THENCE FROM SAID POINT OF TANGENCY NORTH 39° 48' 25" EAST 170.00 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 200 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 136.86 FEET TO A POINT OF TANGENCY;

RUNNING THENCE FROM SAID POINT NORTH 4° 47' 50" EAST 169.45 FEET

RUNNING THENCE SOUTH 85° 12' 10" EAST 353.50 FEET;

RUNNING THENCE SOUTH 4° 47' 50" WEST 571.86 FEET;

RUNNING THENCE SOUTH 43° 44' 13" WEST 21.04 FEET;

RUNNING THENCE NORTH 46° 15' 47" WEST 311.48 FEET AND NORTH 50° 11' 35" WEST 203.24 FEET;

RUNNING THENCE SOUTH 39° 48' 25" WEST 170.00 FEET TO A POINT OF CURVE HAVING A RADIUS OF 30 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 47.12 FEET TO A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD;

RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD NORTH 50° 11' 35" WEST 110.00 FEET TO THE POINT OR PLACE OF BEGINNING.

TAX I.D. NUMBER: 27.11-1-33

BEING THE SAME PROPERTY CONVEYED TO TOWN OF YORKTOWN, A MUNICIPAL CORPORATION, GRANTEE, FROM RUTH WHEAT, GRANTOR, BY DEED RECORDED 05/23/2005, AS DOCUMENT NO. 451290168 AND CORRECTED IN DEED RECORDED 01/24/2006 AS DOCUMENT NO. 460060131 OF THE WESTCHESTER COUNTY RECORDS.

EXHIBIT "E" TO OPTION AND GROUND LEASE AGREEMENT

FORM OF TOWER REMOVAL BOND

[SEE ATTACHED]

EXHIBIT "E"

Bond No.

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we_____, a corporation duly organized under the laws of the State of_____, as Principal and_____, as Surety, are held and firmly bound unto _____ as Obligee, in the amount of _____Dollars ($____ _____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at _____. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at _____ by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to _____ (Obligee).
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this day of ,

_____
Principal

_____
Witness

_____

_____
Surety

_____
Witness

_____
, Attorney-in-Fact

EXHIBIT "F" TO OPTION AND GROUND LEASE AGREEMENT

FORM OF COMMUNICATIONS LICENSE AGREEMENT

[SEE ATTACHED]

LICENSOR SITE: NY578 Granite Springs
LICENSEE SITE:
LICENSEE: Town of Yorktown

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement ("Agreement") is entered into this ___ day of _____, 202_ ("Execution Date"), between **Homeland Towers, LLC**, a New York limited liability company ("LICENSOR"), and **Town of Yorktown,** a New York municipal corporation ("LICENSEE").

1. Scope of License. Subject to the terms and conditions of this Agreement and the underlying Master Lease, LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas, cable runs, electrical and communications equipment, equipment shelter(s) and other supporting equipment described in attached **Exhibit "A"** (the "Equipment") at LICENSOR's communication site described in the attached **Exhibit "B"** (the "Site"), at the location described in the attached **Exhibit "C"** ("Licensed Premises") together with the nonexclusive right to use, subject to the terms, conditions, and covenants of this Agreement, the rights-of way shown on Exhibit C for cable runs from the tower to the ground space, ingress and egress and electric and telephone utility services.

2. Term. The "Term" of this Agreement shall commence on the Commencement Date and shall continue thereafter for so long as the Master Lease (as defined in Section 16 below) remains in full force and effect, *provided, however*, that LICENSEE is not then in default hereunder byong any applicable notice and cure period.

3. License Fee. (a) On the Commencement Date, LICENSEE shall pay to LICENSOR an annual fee of One and 00/100 Dollar ($1.00) ("License Fee"). LICENSEE agrees that payment of the License Fee or other sums that become due under this Agreement shall be due and payable without the necessity of a demand or invoice from LICENSOR.

(b) LICENSEE shall obtain electricity directly from the public utility company servicing the Site and have a separate electric meter installed at LICENSEE's sole cost and expense to measure LICENSEE's electric consumption. LICENSEE shall pay directly to the public utility company for the installation of the meter and for any electricity consumed by LICENSEE at the Site.

(c) If applicable, LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE's Equipment located within the Licensed Premises, and its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over any real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement. LICENSOR agrees to furnish proof of any such increase to LICENSEE. If applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any revenues paid by LICENSEE to LICENSOR hereunder.

4. Inspection of Licensed Premises. The Licensed Premises shall be provided in "AS IS" condition by LICENSOR. LICENSEE acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower(s), as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto (the "Permitted Use"). LICENSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities (the "Governmental Approvals").

(b) LICENSEE shall install, construct, and maintain the Equipment on the Licensed Premises in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in the attached **Exhibit "D"** ("Installation and Maintenance Standards"), annexed hereto. Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term is subject to the following:

(i) LICENSEE shall submit in writing all plans for such installations, modifications or changes for LICENSOR's written approval, such approval not to be unreasonably withheld or delayed, to engineers and consultants selected by LICENSOR for review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Term for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. In the event that LICENSOR is charged a fee to access the Site, LICENSEE agrees to pay LICENSOR for its pro-rata portion of such fee based on any reasonable allocation method selected by LICENSOR.

(d) LICENSEE shall not sublease, share or utilize, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

6. Interference. (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other licensee or sub-tenants at the site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference ("Cure Period"). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future licensee or sub-tenant injured by LICENSEE's interference ("Future Party") to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE's system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR prior written notice to that effect.

(c) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not substantially change the operation of LICENSEE's Equipment.

7. Structural Modifications and Repairs. In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications or repairs in accordance with Paragraph 5 hereof; if such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice. However, that in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

8. Removal of LICENSEE's Equipment. At the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensee or sub-tenants thereon. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or sub-tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Indemnification. (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to the facilities or equipment of the LICENSOR, and/or other licensee or sub-tenant located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employees disability and death benefits, arising out of LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except for damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of LICENSOR.

(b) LICENSEE shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect of LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever and agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys fees, asserted against LICENSOR by reason of such failure.

10. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the operation of its radio equipment, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

12. Insurance. (a) LICENSEE shall keep in full force and effect during the Term a commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Two Million ($2,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million ($2,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall provide that LICENSOR will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy.

Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

13. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

If to LICENSOR: Homeland Towers, LLC
Attn: Manny Vicente
9 Harmony Street, 2nd Floor
Danbury, CT 06810
203-297-6345

With a copy to: Roni D. Jackson, Esq.
Infra Holdings, LLC
1800 Diagonal Road, Suite 600
Alexandria, VA 22314
571-366-1720

If to LICENSEE: Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. Default. (a) Any one or more of the following events shall constitute a default ("Default") under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the Equipment was installed; or (iv) LICENSEE's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after LICENSOR gives written notice thereof to LICENSEE.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense. No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of the Equipment from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE's former space at the Licensed Premises shall relieve LICENSEE of LICENSEE's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

15. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR, such consent not to be unreasonably withheld or delayed.

16. Master Lease. LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated as of _____, 202__ between the Town of Yorktown (the "Master Lessor"), as lessor, and LICENSOR, as lessee (the "Master Lease"). This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Lessor. If for any reason the term of the Master Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

17. Compliance with Laws. LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

18. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other Federal or State agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna licensed premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Licensed Premises.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises.

19. Replacement, Renovation and Extension of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace, rebuild or extend the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSEE agrees that if the tower structure is extended in order to accommodate additional customers of LICENSOR, LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment on the tower as designated by LICENSOR in its sole discretion, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense to said location, provided that the use of LESSEE's Equipment is not materially diminished.

20. Environmental. LICENSOR warrants and agrees that neither LICENSOR nor, to LICENSOR's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. LICENSOR and LICENSEE each agree and represent that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. LICENSEE agrees to defend and indemnify LICENSOR and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSEE's breach of any warranty or agreement contained in this paragraph. LICENSOR agrees to defend and indemnify LICENSEE and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSOR's breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

21. Miscellaneous. (a) In the event of litigation between the parties in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or

understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state of the Site. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this Agreement. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

This Agreement is executed as of the date reflected on page one hereof.

LICENSOR: **HOMELAND TOWERS, LLC**

By: _____
Manuel J. Vicente
President

LICENSEE: **TOWN OF YORKTOWN**

By: _____
Name: _____
Title: _____

EXHIBIT A

Equipment

Site Name and Number: NY578 Granite Springs

LICENSEE: Town of Yorktown

The mounting method and exact location of the space and equipment listed herein shall be subject to LICENSOR's approval.

[Equipment Description/Location To Be Inserted Prior To Execution]

***NOTE*: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.**

NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.

EXHIBIT B

The Site

***Site Name*:** **NY578 Granite Springs**

The Site consists of the telecommunications tower and equipment shelter located in Westchester County, New York at:

Granite Springs Road
Yorktown, NY 10598

The geodetic coordinates of the Site are:

North Latitude: ***[To Be Added Prior To Execution]***

West Longitude: ***[To Be Added Prior To Execution]***

EXHIBIT C

Licensed Premises[1] and Rights-of Way

[See attached drawings, pages numbered ___ through ___ dated, _____, 202_, prepared by _____ on behalf of _____.]

[1] The parties agree that this Exhibit "C" will be replaced with a new Exhibit "C" which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the "AS-BUILT" drawings have been completed.

EXHIBIT D

Installation and Maintenance Standards

Purpose:
The purpose of these Standards is to insure that the installation of all LICENSEE electronics equipment at the Site meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR's licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide LICENSEE with thirty (30) days prior written notice of any such changes or modifications.

General Considerations:
- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement and attached exhibits.
- All 929/931 MHz PCP/RCC paging licensees are REQUIRED to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE or their representatives will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:
- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee's RF equipment or other associated equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else at the Site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR's representative will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR's representative shall be contracted prior to any further work.

Transmission Line(s):
- All transmission lines shall be Heliax® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflect B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.

- Interior routing of transmission line(s) shall be via Licensor provided "unistrut" waveguide supports and using Licensee provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above Licensee's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to Licensee's equipment shall be by "Superflex"® cable, Heliax® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to Licensee's equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical all outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE's equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR's representative.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead "halo" ground buss. Termination to equipment to be via lug bolt. Termination to "halo" ground buss to be by split bolt or by "nicropress" pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Maintenance:

- Licensee shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by the LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to the LICENSOR during normal business hours at (888) 748-3647 or after hours to the Emergency Telephone Number at (949) 443-5810.

Removal of Installed Equipment:

- Any or all removal of Licensee's equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Homeland Towers - Granite Springs (NY578)		
Project Location (describe, and attach a general location map): 109 Granite Springs Road, Yorktown Heights, NY 10598 (Westchester County)		
Brief Description of Proposed Action (include purpose or need): A wireless telecommunications facility, consisting of a 130' monopole with antennas, together with related equipment within a 4,275+/- square foot square fenced gravel compound area, and access via an existing paved road and new 12ft wide 540ft +/- long gravel drive. The site area is wooded and approximately 125 +/- trees will need to be removed prior to site development. The purpose of the Project is to remedy an identified gap in wireless communication service in the area. Refer to Zoning Drawings - Site Number; NY578 (revised June 20, 2022) for additional information.		
Name of Applicant/Sponsor: Homeland Towers, LLC	Telephone: 203-297-6345 E-Mail: kw@homelandtowers.us	
Address: 9 Harmony Street, 2nd Floor		
City/PO: Danbury	State: CT	Zip Code: 06810
Project Contact (if not same as sponsor; give name and title/role): Same As Applicant	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Town of Yorktown	Telephone: (914) 962-1004 E-Mail: mslater@yorktownny.org	
Address: 363 Underhill Avenue		
City/PO: Yorktown Heights	State: NY	Zip Code: 10598

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Lease approval	
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Planning board referral	
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No	Town wetland permit; Town highway permit; building permit	
d. Other local agencies ☑Yes☐No		
e. County agencies ☐Yes☑No		
f. Regional agencies ☑Yes☐No		
g. State agencies ☑Yes☐No	NYSDEC (Article 24 Freshwater Wetlands and SPDES). NYS Leg approval - parkland alienation	
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):
NYC Watershed Boundary

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R1-20 (One-Family Residential)

b. Is the use permitted or allowed by a special or conditional use permit? (Permitted use) ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Yorktown Central School District

b. What police or other public protection forces serve the project site?
Yorktown Police Department

c. Which fire protection and emergency medical services serve the project site?
Yorktown Heights Engine Company #1

d. What parks serve the project site?
Downing Park, FDR Park, Granite Knolls Park, Kitchawan Preserve, Sylvan Glen Park Preserve, Teatown Lake Reservation, Turkey Mountain Nature Preserve and Woodlands Legacy Fields Park.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Proposed action is a personal wireless service facility.

b. a. Total acreage of the site of the proposed action? 4.19 acres
b. Total acreage to be physically disturbed? 0.27 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.19 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 3 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 130 height; NA width; and NA length

iii. Approximate extent of building space to be heated or cooled: NA square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment:

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i. What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe.

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Hallock Mill Wetlands, PFO1E and PF01/SS1E Freshwater Forested/Shrub Wetlands

Hallock Mills is a state-regulated wetland (also a Federal Wetland) on the parcel NW of the subject parcel. It has a 100' regulated buffer under DEC.

See attached DEC Environmental Resource mapper results. Project will not directly affect the wetland, but will affect the adjacent area.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The development of the driveway and facility will not directly affect the wetland (per DEC and Federal wetland mapper results), but will be located within the DEC-regulated 100' adjacent area.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☑Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

Site will contain an emergency backup generator for use during temporary power outages, subject to final carrier specifications.

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

800 Amps: Energy uses associated with the operation of a commercial communications tower and personal wireless service facility including electricity.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

NYSEG (grid/local utility)

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 8AM - 5PM
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Facility is unmanned and will
- Saturday: operate 24/7 after the completion
- Sunday: of construction.
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

The proposed action will temporarily produce noise associated with general site construction activities during construction only.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Security light on equipment will be installed per carrier's specifications.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☑ Yes ☐ No

Describe: The site is currently forested and approximately 125 +/- trees within the project location will need to be removed prior to site development.

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☑ Agriculture ☑ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

The property is currently wooded. The adjacent properties are wooded (north), residential (south), agricultural (east), or stream or wetland areas (northwest).

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.00	0.27	+0.27
• Forested	4.19	3.92	-0.27
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.00	0.00	0.00
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00
• Wetlands (freshwater or tidal)	0.00	0.00	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• Other Describe: _____	0.00	0.00	0.00

c. Is the project site presently used by members of the community for public recreation? ☐Yes☑No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☑No

If Yes,

i. Identify Facilities:

_____

_____

e. Does the project site contain an existing dam? ☐Yes☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☑No

If Yes:

i. Has the facility been formally closed? ☐Yes☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site USDA soils map attached

a. What is the average depth to bedrock on the project site? 1.5-3 feet to densic material (per USDA soil report)

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Paxton fine sandy loam, 3-8% slope	63.3 %
Ridgebury complex, 3-8% slope	19.6 %
Woodbridge loam, 0-3% slope	14.3 %

d. What is the average depth to the water table on the project site? Average: 0.5-3 feet

e. Drainage status of project site soils:
☑ Well Drained: 63.3 % of site
☑ Moderately Well Drained: 15.7 % of site
☑ Poorly Drained 21.0 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: _____ % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? See attached Federal wetlands map and DEC Environmental Resource mapper results. ☑Yes ☐No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland Approximate Size NYS Wetland (in a...
- Wetland No. (if regulated by DEC) A-13

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes ☐No
If Yes:
i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
typical backyard & forest wildlife species
No significant natural communities.

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑No

If Yes:
i. Species and listing (endangered or threatened):

No endangered or threatened species listed by NYS are found on the site. The applicant is consulting with the USFWS to determine if the Bog Turtle is found in the area, however the applicant does not believe there will be any concerns or restrictions concerning this species. The Indiana Bat is not found on the site,however the applicant will not conduct tree clearing between October 31 and March 31 to avoid potential habitat disturbance.

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☑Yes ☐No
If Yes, provide county plus district name/number: WEST001

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes: See SHPO CRIS map attached.

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No See SHPO CRIS map attached.

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Sylvan Glen Town Preserve, Downing Park, Franklin D. Roosevelt State Park, Donald J. Trump State Park

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Local and State Parks

iii. Distance between project and resource: 2-3 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Homeland Towers Date 11/03/2021

Signature _____ Title Principal

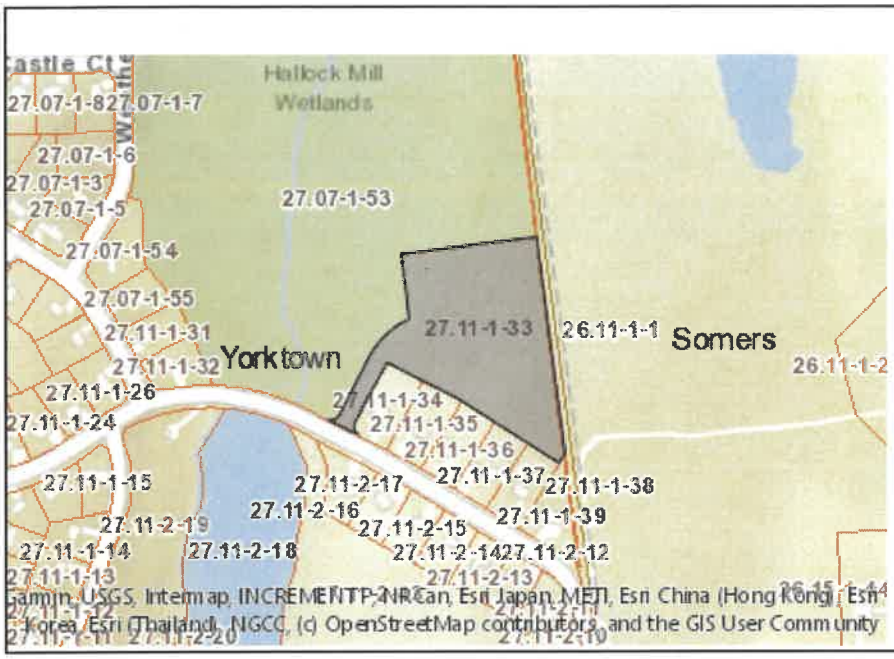
Matthew W. Allen, RLA

Saratoga Associates
Landscape Architects, Architects, Engineers and Planners, P.C.

PRINT FORM

EAF Mapper Summary Report

Wednesday, November 3, 2021 12:09 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres):157.1
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	A-13
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No

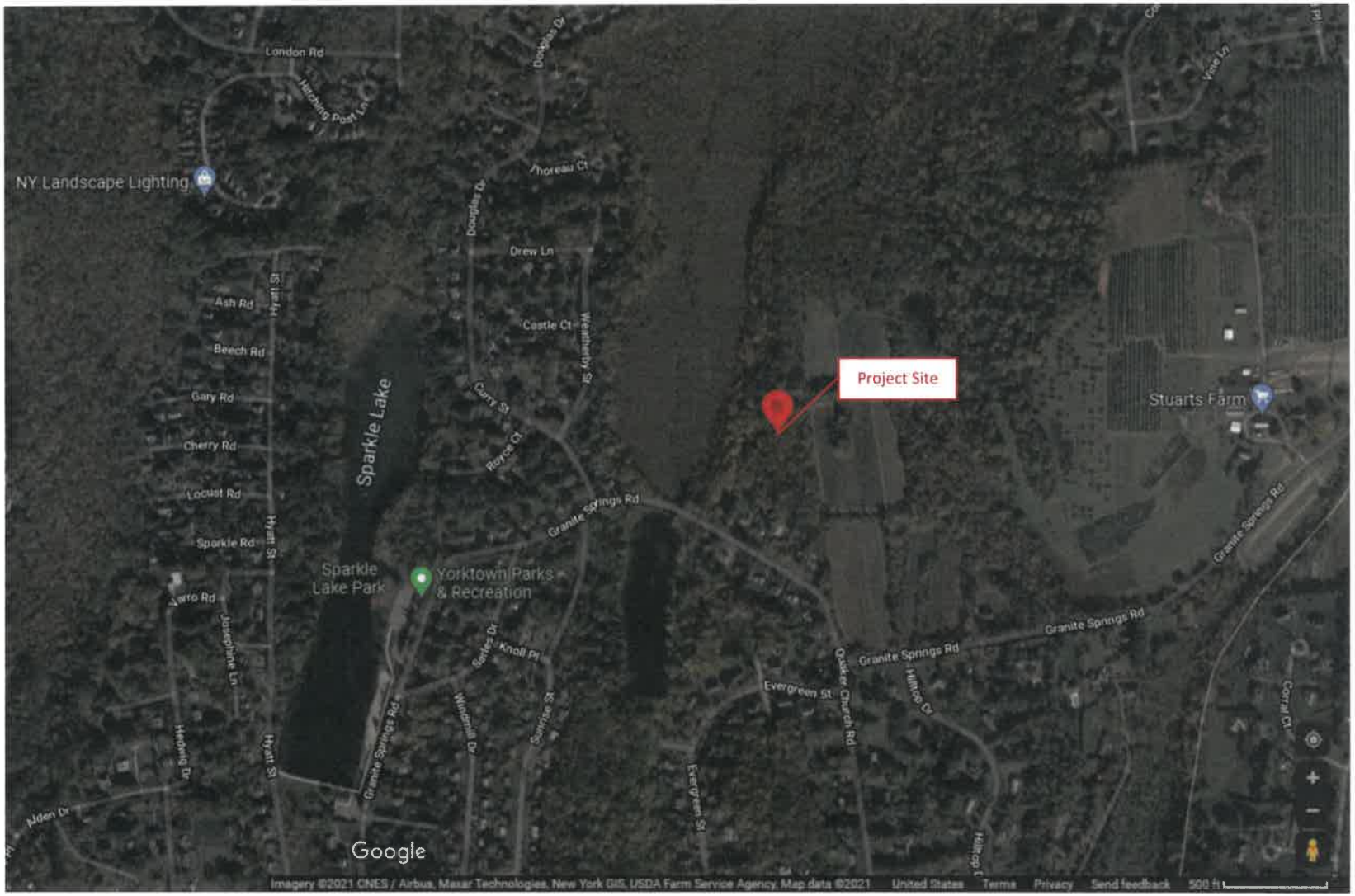
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	WEST001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Homeland Towers: NY578 –Project Location Map

Granite Springs Road, Yorktown Heights, NY 10598

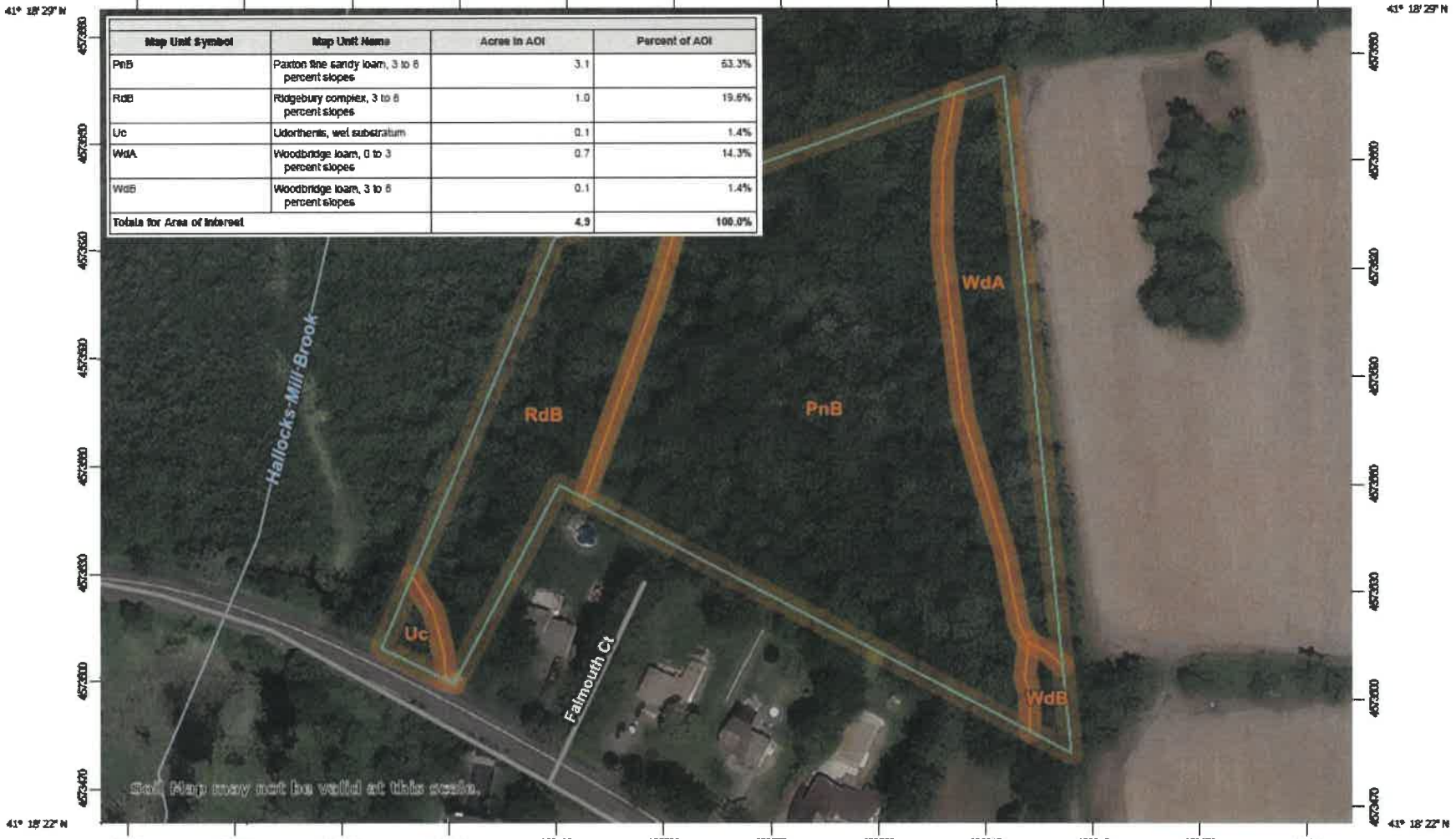
Parcel # 27.11-1-33, Town of Yorktown, Westchester County, NY

41.307607°, -73.774727°



Custom Soil Resource Report
Soil Map

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
PnB	Paxton fine sandy loam, 3 to 8 percent slopes	3.1	63.3%
RdB	Ridgebury complex, 3 to 8 percent slopes	1.0	19.6%
Uc	Udorthents, wet substratum	0.1	1.4%
WdA	Woodbridge loam, 0 to 3 percent slopes	0.7	14.3%
WdB	Woodbridge loam, 3 to 8 percent slopes	0.1	1.4%
Totals for Area of Interest		4.9	100.0%



Map Scale: 1:1,600 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 20 40 80 120

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

Environmental Resource Mapper

The coordinates of the point you clicked on are:

UTM 18	**Easting:**	602556.3301497151	**Northing:**	4573636.729085875
Longitude/Latitude	**Longitude:**	-73.7748639601594	**Latitude:**	41.30768401599379

The approximate address of the point you clicked on is:
10598, Yorktown Heights, New York

County: Westchester
Town: Yorktown
USGS Quad: MOHEGAN LAKE

Freshwater Wetlands Checkzone

This location is in the vicinity of one or more Regulated Freshwater Wetlands.

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.

U.S. Fish and Wildlife Service

National Wetlands Inventory

Granite Springs (NY578)

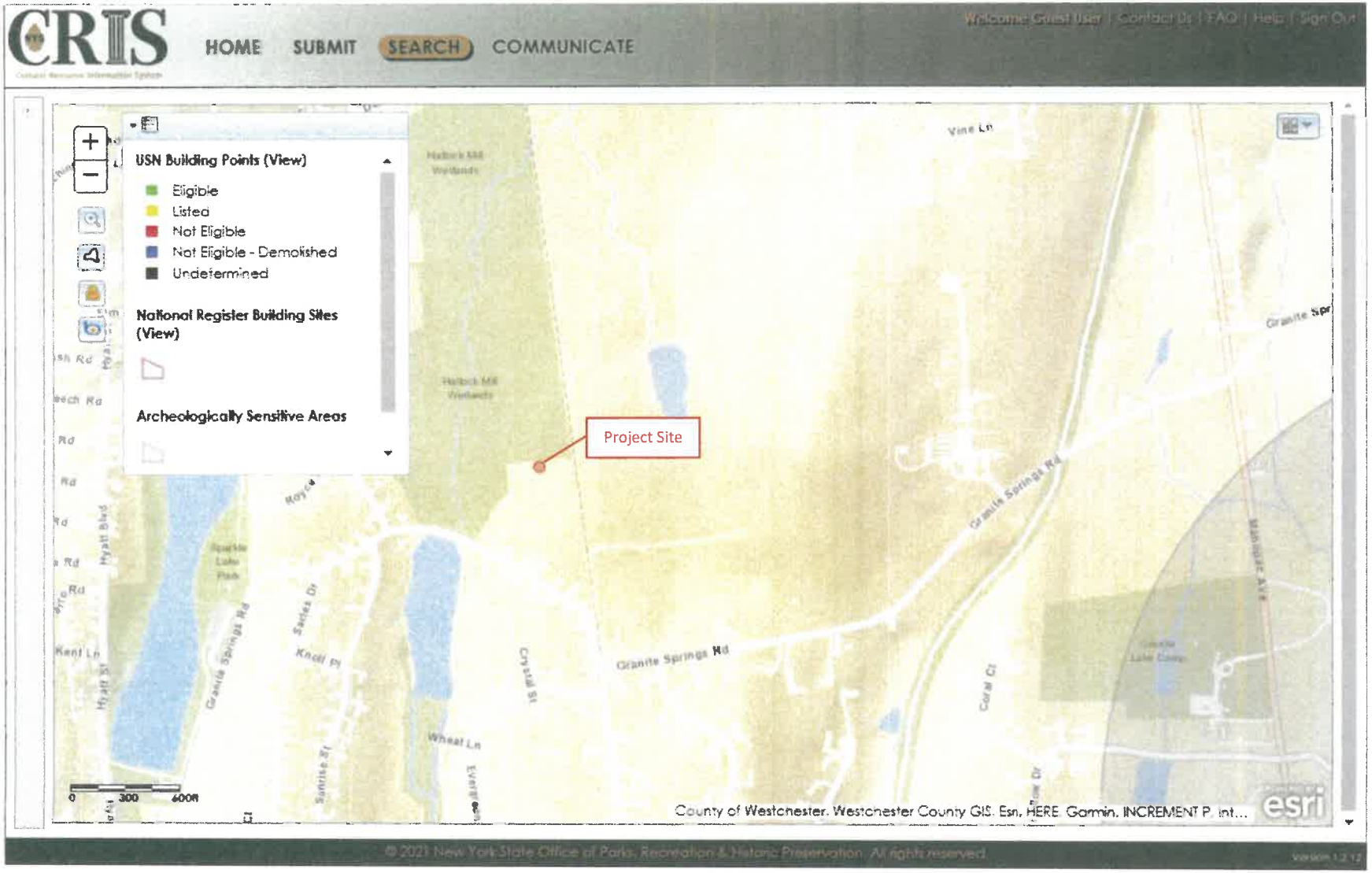
August 3, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Homeland Towers: Granite Springs (NY578)



HOMELAND TOWERS, LLC

NY578 GRANITE SPRINGS SITE

GRANITE SPRINGS ROAD
TOWN OF YORKTOWN
WESTCHESTER COUNTY, NY

NOVEMBER 17, 2021

DOMINIC C. VILLECCO
DAVID K. STERN

V-COMM, L.L.C
2147 Route 27, Suite 102
Edison, NJ 08817
609-655-1200

Rev 4 – 11/17/21

V-COMM, L.L.C. has been retained by Homeland Towers, LLC to provide expert analysis of a proposed wireless communications facility located off Granite Springs Road in Granite Springs, NY.

QUALIFICATIONS

V-COMM, L.L.C. is a telecommunications engineering firm primarily focused on providing engineering and related business services to network operators in the telecommunication industry as well as municipalities. V-COMM was founded in late 1995 with the intent of providing services to the emerging wireless and wired segments of the telecommunication industry. V-COMM's client base includes PCS operators, cellular, paging, ESMR and microwave operators, utility/telecommunications cooperatives, cable TV operators and Competitive Local Exchange Carriers (CLECs) and Local Governments. Services performed for these clients over the past twenty years include:

- Business and Strategic Planning
- Capital and Operational Expenditure Modeling
- Infrastructure Requests for Proposal (RFPs) and Analysis
- Infrastructure Contract Negotiation
- Technical and Financial Support in Obtaining Vendor and Equity Financing
- Interconnect Contract Negotiation
- RF Network Design, Implementation and Optimization
- Interconnect Network Design, Implementation and Optimization
- Telephony Signaling (SS-7) and Vertical Systems Design and Implementation
- Local Government Communication Systems
- Project Management of Network Implementation
- Expert Witness Zoning Testimony
- License Tender/Bid Technical Support

(Please see Mr. Villecco's and Mr. Stern's resumes at the end of the report)

EXISTING AND PROPOSED SITES IN & AROUND GRANITE SPRINGS

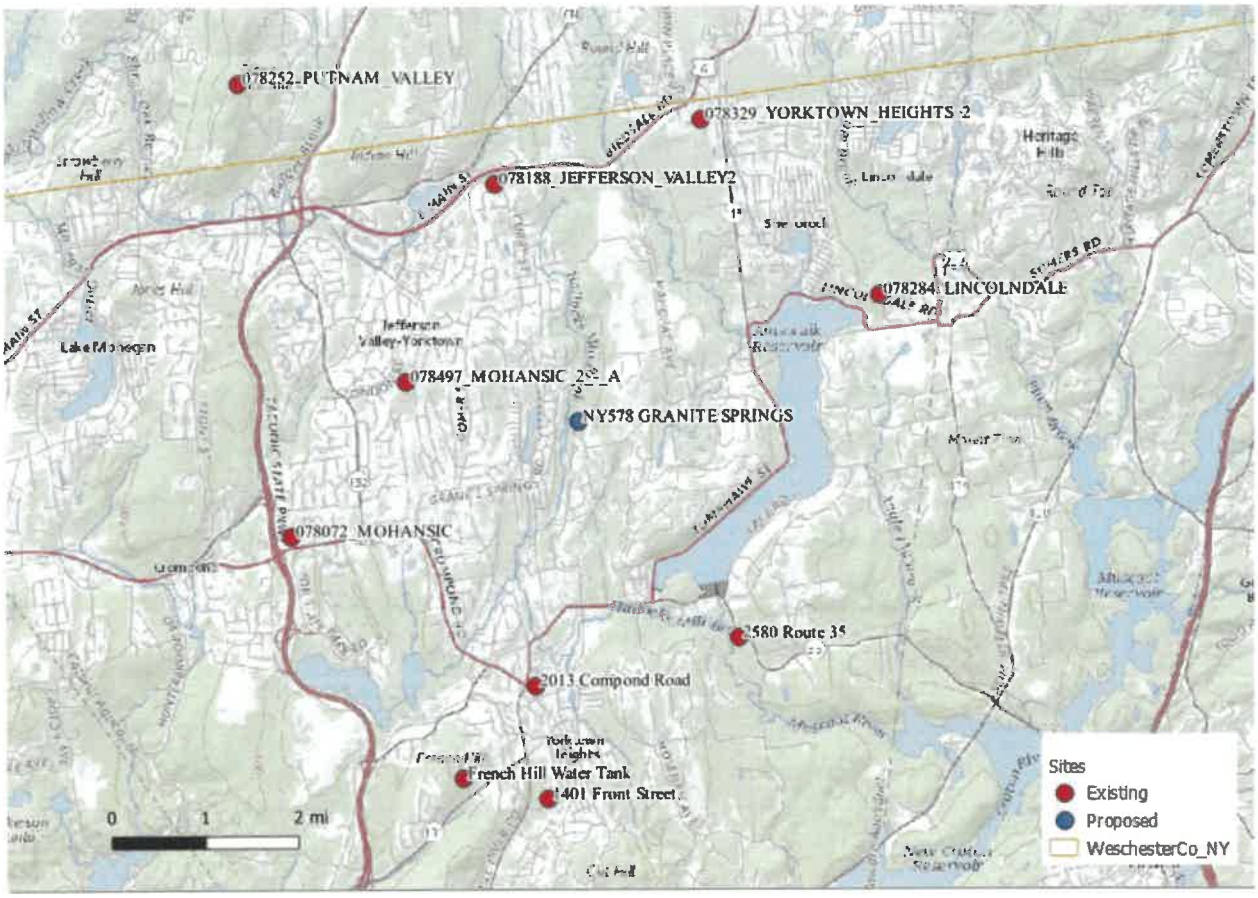
V-COMM has considered the proposed and existing surrounding sites in the area of the proposed structure in the Town of Yorktown. The proposed and existing sites are listed in Table 1 below, and are depicted in the attached Maps.

TABLE 1 – PROPOSED AND EXISTING SITES IN AND AROUND GRANITE SPRINGS, NY

Cell Name	Address	Structure Type	Antenna C/L in Ft.
NY578 Granite Springs (Proposed Site)	Granite Springs Road	Monopole	127
Putnum Valley	Posey Road	Monopole	105
Yorktown Heights	80 Route 6	80 Route 6	93
Jefferson Valley 2	3830 Gomer Street	Rooftop	50
Mohansic 2	3101-3103 Quinlan Street	Monopole	126
Mohansic	26-51 Strang Boulevard	26-51 Strang Boulevard	44
Lincolndale	Lincolndale Road/Route 202	Monopole	98
Route 35	2580 Route 35	Monopine	117
Front Street	1401 Front Street	Monopole	118
Heritage Hills	Heritage Hills	Monopole	85
Crompond Road	2013 Crompond Road	Rooftop	70
French Hill WT	French Hill Road	Monopole	118

Map 1 below depicts the surrounding sites with red dots, and the subject site is depicted with a blue dot.

MAP 1 - PROPOSED AND EXISTING SURROUNDING SITES



SERVICE

RF Coverage Deficiency

V-COMM analyzed whether there was sufficient RF coverage and found that there was a significant gap in coverage for the Verizon wireless network in the 2100 MHz frequency bands in the Town of Yorktown. There are also smaller coverage gap areas occurring in the 700 MHz frequency band as well. Therefore, as in cases where the existing coverage in the both the 7000 and 2100 MHz frequency band is not adequate, which is the case in this section of Granite Springs, a new wireless facility is required to enhance the wireless service in this area.

The proposed NY578 GRANITE SPRINGS site will be located on a proposed 130 foot Monopole located off Granite Springs Road in Granite Springs, NY. This is a minimum height needed to provide the capacity and coverage to the area. The height of the subject site places it above all of the vegetation in the targeted coverage area, increasing its site's capacity. Taking into account the coverage, capacity, and design requirements for a macrocell network in this part of Granite Springs, the proposed site proved to be a suitable location.

The propagation map is drawn showing the region where the Reference Signal Received Power (RSRP) equates to the minimally acceptable received signal level for adequate service, as measured at the mobile's receiver. The RSRP of the surrounding environment includes the attenuation of In-Building and In-Vehicle use of service. The minimally acceptable signal level for adequate 4G LTE service in suburban in-building and in-vehicle usage is represented by the highlighted areas (orange and purple shaded areas) at -95 dBm signal strength or better.

The propagation map titled "Map 2 - Existing Sites Coverage at 700 MHz" depicts wireless service from the closest existing sites. The areas that lack the minimum in-building coverage include the following areas:

- Popular Street, Quaker Church Road, Water Gate Drive, Church Street, Richard Somers Road, Mahopac Avenue and the residences immediately surrounding these roads.

The propagation map titled "Map 3 - Coverage with "NY578 GRANITE SPRINGS" Site at 700 MHz" depicts the service from the closest existing sites along with coverage from the subject "NY578 GRANITE SPRINGS" site at the proposed antenna centerline of 127 feet above ground level.

The propagation map titled "Map 4 - Existing Sites Coverage at 2100 MHz" depicts wireless service from the closest existing sites. The areas that lack the minimum in-building coverage include the following areas:

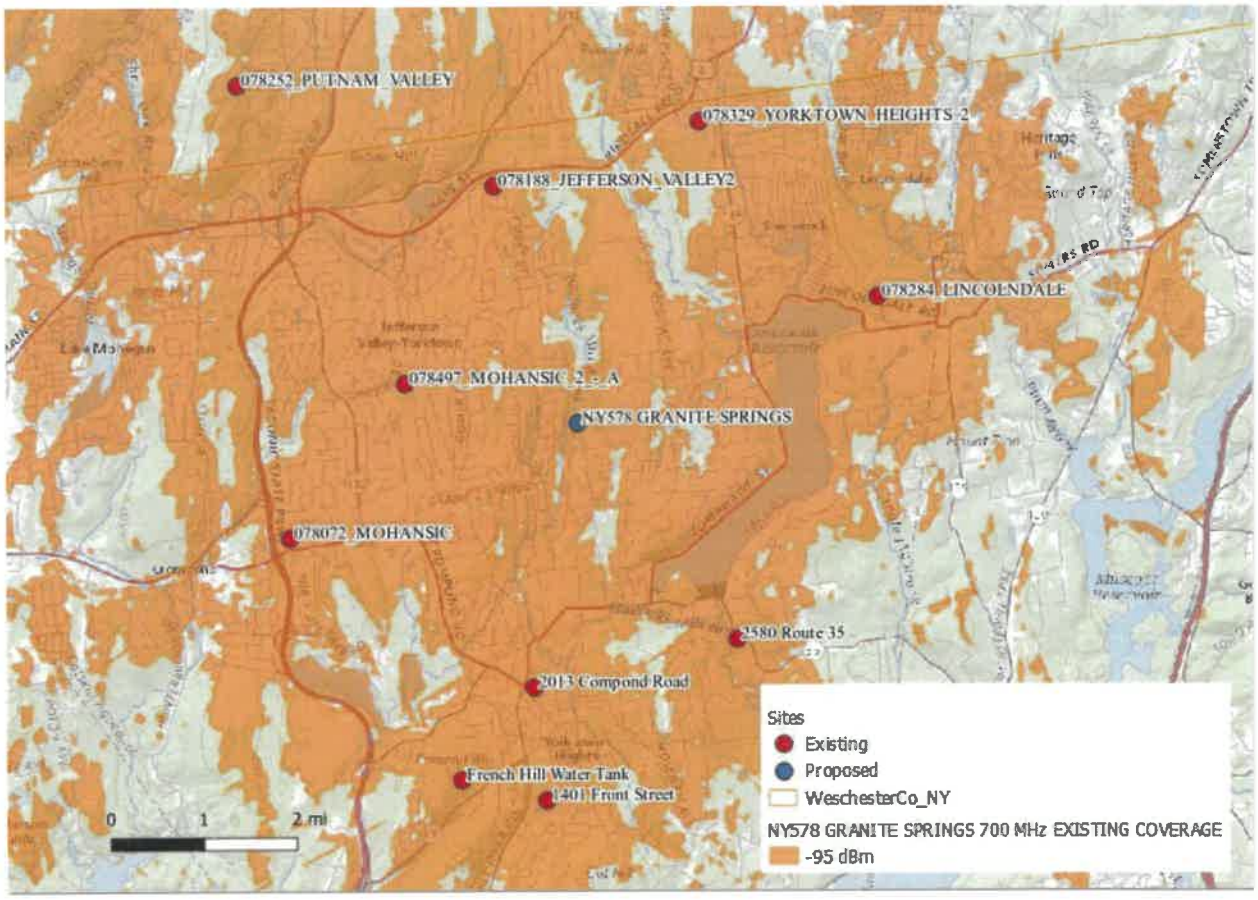
- Douglas Drive, Homestead Road, Whitman Road, Popular Street, Somerston Road, London Road, Evergreen Street, and the residences immediately surrounding these roads.

The propagation map titled "Map 5 - Coverage with "NY578 GRANITE SPRINGS" Site at 2100 MHz" depicts the service from the closest existing sites along with coverage from the subject "NY578 GRANITE SPRINGS" site at the proposed antenna centerline of 127 feet above ground level.

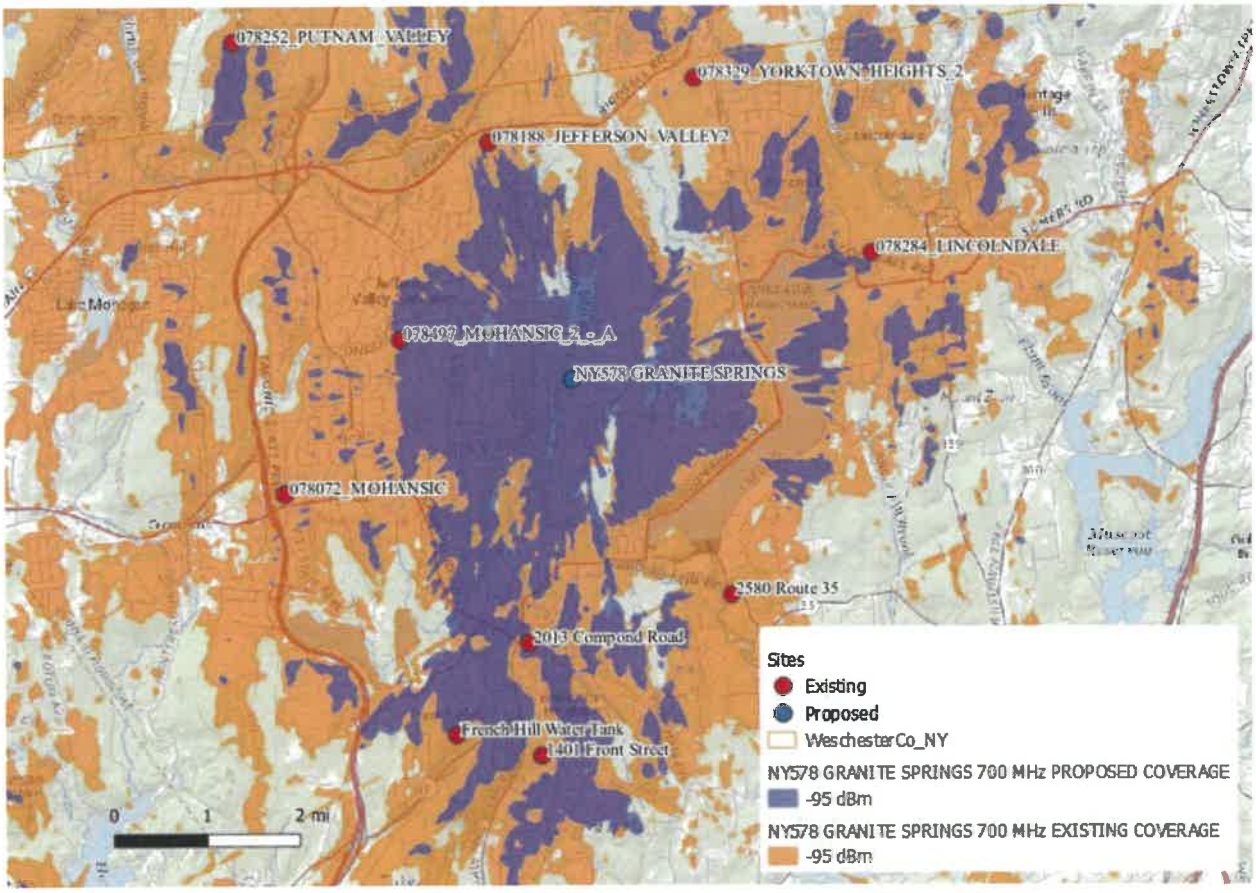
As the antenna center line (ACL) descends from the proposed 127 feet, it enters into a range where clutter becomes an increasingly problematic factor. Examples of clutter are trees, houses, buildings, soil, and other physical objects on the ground. Clutter attenuates or weakens and disperses, the RF energy necessary for wireless telecommunications and becomes an increasingly problematic factor.

The proposed site is the minimum height necessary to provide coverage to remedy the significant gap in wireless service as well as to add capacity to provide service to the area for the Verizon network. The proposed site also will allow for potential collocation of other wireless providers as well.

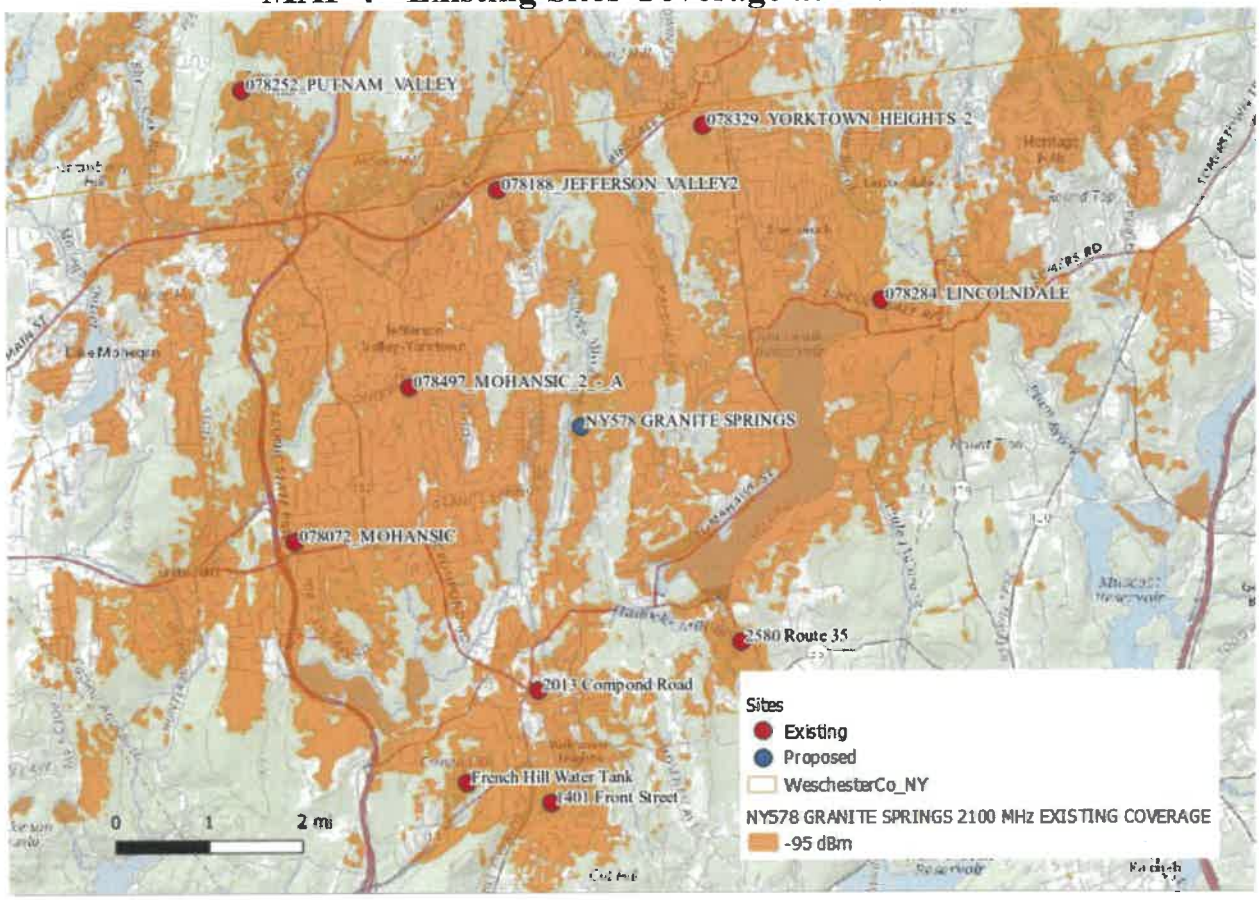
MAP 2 - Existing Sites Coverage at 700 MHz



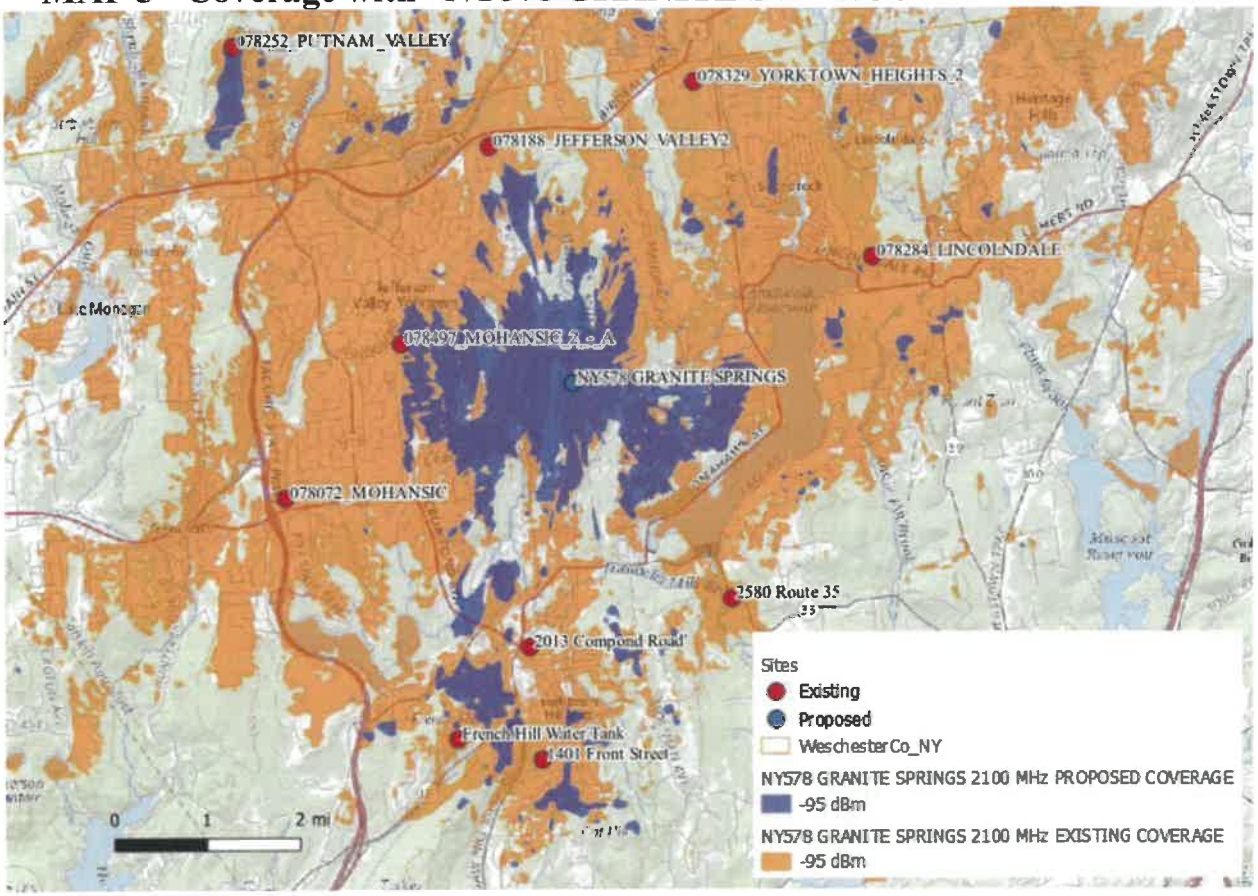
MAP 3 - Coverage with "NY578 GRANITE SPRINGS" Site at 700 MHz



MAP 4 - Existing Sites Coverage at 2100 MHz



MAP 5 - Coverage with "NY578 GRANITE SPRINGS" Site at 2100 MHz



CONCLUSIONS

V-COMM reviewed the materials for this proposed site and prepared an analysis of the existing cell sites and their respective RF coverage. With the current existing sites, there is a significant gap in coverage which can restrict wireless customers from originating, maintaining and/or receiving wireless voice and data service in the area surrounding the proposed site. It is our expert opinion that this subject site on the property located off Granite Springs Road will enhance and satisfy the coverage and capacity requirements of the Verizon Wireless network and its subscribers at a minimum antenna centerline height of 127 feet while still allowing for colocation space in this portion of Yorktown.

In addition, V-COMM has reviewed the overall system plan for the wireless sites in and around the Town of Yorktown and finds that the plan is sound and consistent with industry standards and practices.

Dominic C. Villecco

Dominic C. Villecco
President, V-COMM, L.L.C.

11/17/2021

David K. Stern

David K. Stern
Vice President, V-COMM, L.L.C.

11/17/2021

Dominic C. Villecco
President and Founder
V-COMM, L.L.C.

Dominic Villecco, President and founder of V-COMM, is a pioneer in wireless telecommunications engineering, with 36 years of executive-level experience and various engineering management positions previously. Under his leadership, V-COMM has grown from a start-up venture in 1996 to a highly respected full-service consulting telecommunications engineering firm.

In managing V-COMM's growth, Mr. Villecco has overseen expansion of the company's portfolio of consulting services, which today include a full range of RF and Network support, network design tools, measurement hardware, and database services as well as time-critical engineering-related services such as business planning, zoning hearing expert witness testimony, regulatory advisory assistance, and project management.

Before forming V-COMM, Mr. Villecco spent 10 years with Comcast Corporation, where he held management positions of increasing responsibility, his last being Vice President of Wireless Engineering for Comcast International Holdings, Inc. Focusing on the international marketplace, Mr. Villecco helped develop various technical and business requirements for directing Comcast's worldwide wireless venture utilizing current and emerging technologies (GSM, PCN, ESMR, paging, etc.).

Previously he was Vice President of Engineering and Operations for Comcast Cellular Communications, Inc. His responsibilities included overall system design, construction and operation, capital budget preparation and execution, interconnection negotiations, vendor contract negotiations, major account interface, new product implementation, and cellular market acquisition. Following Comcast's acquisition of Metrophone, Mr. Villecco successfully merged the two technical departments and managed the combined department of 140 engineers and support personnel.

Mr. Villecco served as Director of Engineering for American Cellular Network Corporation (AMCELL), where he managed all system implementation and engineering design issues. He was responsible for activating the first cellular system in the world utilizing proprietary automatic call delivery software between independent carriers in Wilmington, Delaware. He also had responsibility for filing all FCC and FAA applications for AMCELL before it was acquired by Comcast.

Prior to joining AMCELL, Mr. Villecco worked as a staff engineer at Sherman and Beverage (S&B), a broadcast consulting firm. He designed FM radio station broadcasting systems and studio-transmitter link systems, performed AM field studies and interference analysis and TV interference analysis, and helped build a sophisticated six-tower arrangement for a AM antenna phasing system. He also designed and wrote software to perform FM radio station allocations pursuant to FCC Rules Part 73.

Mr. Villecco started his career in telecommunications engineering as a wireless engineering consultant at Jubon Engineering, where he was responsible for the design of cellular systems, both domestic and international, radio paging systems, microwave radio systems, two-way radio systems, microwave multipoint distribution systems, and simulcast radio link systems, including the drafting of all FCC and FAA applications for these systems.

Mr. Villecco has a BSEE from Drexel University, in Philadelphia, and is an active member of IEEE. Mr. Villecco also serves as the Vice Chairman of the Advisory Council to the Drexel University Electrical and Computer Engineering (ECE) Department.

Relevant Expert Witness Testimony Experience

Over the past twenty years, Mr. Villecco had been previously qualified and provided expert witness testimony in the following venues:

Expert Witness Zoning Testimony

- Avalon Borough, NJ
- Belleville, NJ
- Belmar, NJ
- Berkeley Heights Township, NJ
- Bernards Township, NJ
- Bernardsville, NJ
- Branchburg, NJ
- Bridgewater Township, NJ
- Brielle, NJ
- Bushkill Township, PA
- Colts Neck Township, NJ
- Cranbury Township, NJ
- Cresskill, NJ
- Cross Village / Emmett County, MI
- Cumru Township, PA
- Exeter Township, PA
- Fair Haven, NJ
- Fanwood Borough, NJ
- Franklin, NJ
- Freehold, NJ
- Garfield, NJ
- Glen Gardner, NJ
- Glen Rock, NJ
- Hampton Borough, NJ
- Hanover, NJ
- Hardyston Township, NJ
- Harrington Park, NJ
- Helmetta, NJ
- Hempstead, NY
- Highland Park, NJ
- Hoboken, NJ
- Holmdel Township, NJ
- Hopewell Borough, NJ
- Hopewell Township, NJ
- Howell Township, NJ
- Jackson Township, NJ
- Jersey City, NJ
- Kearny, NJ
- Kingston, NJ
- Lawrence Township, NJ
- Little Egg Harbor Twp., NJ
- Little Silver Borough, NJ
- Long Valley, NJ
- Lower Alsace Twp., PA
- Middletown Township, NJ
- Millstone Township, NJ
- Morris Township, NJ
- Neptune Township, NJ
- Newark, NJ
- New Castle County, DE
- New Providence, NJ
- N. Caldwell Township, NJ
- Orange, NJ
- Plainfield, NJ
- Princeton Township, NJ
- Reading Township, NJ
- Ridgefield, NJ
- Rochelle Park, NJ
- Rutherford, NJ
- Saddle Brook Township, NJ
- Sayreville, NJ
- Somers Point, NJ
- Somerville, NJ
- South Brunswick, NJ
- South Coventry Twp., PA
- South Plainfield, NJ
- Stone Harbor, NJ
- Tenafly, NJ
- Upper Allen Township, PA
- Upper Freehold, NJ
- Wall Township, NJ
- Wallington, NJ
- Wantage Township, NJ
- Washington Township, NJ
- Wayne Township, NJ
- Weehawken Township, NJ

United States Bankruptcy Court

Nextwave Personal Communications, Inc. vs. Federal Communications Commission (FCC)*

Pocket Communications, Inc. vs. Federal Communications Commission (FCC)*

*In these cases, Mr. Villecco was retained by the FCC and the Department of Justice as a technical expert on their behalf, pertaining to matters of wireless network design, optimization and operation

David K. Stern
Vice President and Co-Founder
V-COMM, L.L.C.

David Stern, Vice President and co-founder of V-COMM, has 35 years of hands-on operational and business experience in telecommunications engineering. While at V-COMM, Mr. Stern oversaw the design and implementation of several major Wireless markets in the Northeast United States, including T-Mobile - New York, , Unitel Cellular, West Virginia Wireless, South Canaan Cellular and Conestoga Wireless. In his position as Vice President, he has testified at a number of Zoning and Planning Boards in New Jersey, New York, Pennsylvania, West Virginia and Michigan, and qualified as an Expert Witness in US Federal District Court and Ocean County Superior Court, including:

- Bayonne, NJ
- Berkeley Township, NJ
- Brick, NJ
- Bridgewater Township, NJ
- Byram Township, NJ
- Carteret, NJ
- Cedar Grove, NJ
- Charlevoix, MI
- Charleston, WV
- Chatham Borough, NJ
- Chatham Township, NJ
- Clinton Township, NJ
- Cranford, NJ
- Dumont, NJ
- East Brunswick, NJ
- East Hempfield, PA
- Edgewater, NJ
- Edison, NJ
- Elizabeth, NJ
- Elmwood Park, NJ
- Englewood Cliffs, NJ
- Fairfield, NJ
- Fairlawn, NJ
- Fanwood, NJ
- Fort Lee, NJ
- Franklin Township, NJ
- Freehold Township, NJ
- Galloway Township, NJ
- Hackensack, NJ
- Haledon, NJ
- Hazlet, NJ
- Hempstead, NY
- Highland Park, NJ
- Hillsborough Township, NJ
- Hoboken, NJ
- Holmdel, NJ
- Hopatcong, NJ
- Hopewell Township, NJ
- Howell Township, NJ
- Huntington, NY
- Jackson Township, NJ
- Jersey City, NJ
- Keyport, NJ
- Kingwood Township, NJ
- Lakewood, NJ
- Lancaster, PA
- Lawrence Township, NJ
- Little Egg Harbor, NJ
- Livingston, NJ
- Lodi, NJ
- Long Branch, NJ
- Long Hill Township, NJ
- Lyndhurst, NJ
- Manchester Township, PA
- Manheim Township, PA
- Manalapan Township, NJ
- Marlboro Township, NJ
- Millstone Township, NJ
- Monroe Township, NJ
- Montgomery Township, NJ
- Montville Township, NJ
- Morris Township, NJ
- Mount Freedom, NJ
- Neptune, NJ
- Newark, NJ
- New Brunswick, NJ
- New Holland, PA
- Newton, NJ
- North Bergen, NJ
- North Brunswick, NJ
- Nutley, NJ
- Oakland, NJ
- Old Bridge, NJ
- Old Tappan, NJ
- Paramus, NJ
- Parsippany/Troy Hills, NJ
- Patterson, NJ
- Peapack/Gladstone, NJ
- Perth Amboy, NJ
- Plainsboro, NJ
- Piscataway, NJ
- Randolph Township, NJ
- Red Bank, NJ
- Rochelle Park, NJ
- Rockleigh, NJ
- Sayreville, NJ
- Shrewsbury, NJ
- South Plainfield, NJ
- South Brunswick, NJ
- Stafford Township, NJ
- Teaneck, NJ
- Tenafly, NJ
- Tewksbury, NJ
- Trenton, NJ
- Union, NJ
- Union City, NJ
- Vernon, NJ
- Wall Township, NJ
- Wantage Township, NJ
- Washington Township, NJ
- Wayne, NJ
- West Caldwell, NJ
- West Milford, NJ
- West New York, NJ
- West Orange, NJ
- Woodbridge, NJ

Mr. Stern has a formidable background in wireless technologies including CDMA, EVDO, LTE, GSM, EDGE, 3G, TDMA, Project 25, and Wi-Fi. As an expert witness, David represented major wireless carriers, which aided in the expansion of their networks. One of his major accomplishments at V-COMM was the design and project management for Madison, NJ's Public Safety Communication Center. David was also a key in New York City's first PCS network launch. He is a member of APCO Region 8 and Region 28 Regional Planning Committees, and is dedicated to creating standards for 700 MHz Public Safety and Commercial Wireless deployments.

Prior to joining V-COMM, Mr. Stern spent seven years with Comcast Cellular Communications, Inc., where he held several engineering management positions. As Director of Strategic Projects, he was responsible for all technical aspects of Comcast's wireless data business, including implementation of the CDPD Cellular Packet Data network. He also was responsible for bringing into commercial service the Cellular Data Gateway, a circuit switched data solution.

Also, Mr. Stern was the Director of Wireless System Engineering, charged with evaluating new digital technologies, including TDMA and CDMA, for possible adoption. He represented Comcast on several industry committees pertaining to CDMA digital cellular technology and served on the Technology Committee of a wireless company on behalf of Comcast. He helped to direct Comcast's participation in the A- and B-block PCS auctions and won high praise for his recommendations regarding the company's technology deployment in the PCS markets.

At the beginning of his tenure with Comcast, Mr. Stern was Director of Engineering at Comcast, managing a staff of 40 technical personnel. He had overall responsibility for a network that included 250 cell sites, three Switching offices, four Motorola EMX-2500 switches, IS-41 connections, SS-7 interconnection to NACN, and a fiber optic and microwave "disaster-resistant" interconnect network.

Mr. Stern began his career at Motorola as a Cellular Systems Engineer, where he developed his skills in RF engineering, frequency planning, and site acquisition activities. His promotion to Program Manager-Northeast for the rapidly growing New York, New Jersey, and Philadelphia markets gave him the responsibility for coordinating all activities and communications with Motorola's cellular infrastructure customers. He directed contract preparations, equipment orders and deliveries, project implementation schedules, and engineering support services.

Mr. Stern earned a BSEE from the University of Illinois, in Urbana, and is a member of IEEE.

Pinnacle Telecom Group
Professional and Technical Services
Telecom Consulting

Antenna Site FCC RF Compliance Assessment and Report

Homeland Towers, LLC

Site "NY578 – Granite Springs"
Granite Springs Road
Yorktown Heights, NY

November 16, 2021

14 Ridgedale Avenue, Suite 260 • Cedar Knolls, NJ 07927 • 973-451-1630

Contents

Introduction and Summary 3

Antenna and Transmission Data 5

Compliance Analysis 7

Compliance Conclusion 12

Certification

Appendix A. Background on the FCC MPE Limit

Appendix B. Summary of Expert Qualifications

Introduction and Summary

At the request of Homeland Towers, LLC, Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless antenna operations on a new 130-foot monopine to be located on Granite Springs in Yorktown Heights, NY.

Homeland Towers refers to the prospective site as "NY578 – Granite Springs", and the proposed monopine will accommodate the directional panel antennas of up to three wireless carriers.

The FCC requires wireless antenna operators to perform an assessment of the RF levels from all the transmitting antennas at a site whenever antenna operations are added or modified, and ensure compliance with the FCC Maximum Permissible Exposure (MPE) limit in areas of unrestricted public access, i.e., at street level around the site.

In this case, the compliance assessment will include the RF effects of a worst-case hypothetical collocation of three wireless carriers' antennas. By worst case, we mean that the carriers whose maximum capacity relates to higher emitted power levels will be hypothetically assumed to occupy the lower mounting positions on the monopine, thus matching higher power and smaller distances to ground-level around the site.

The analysis will conservatively assume all the wireless carriers are operating at maximum capacity and maximum power in each of their FCC-licensed frequency bands. With that extreme degree of conservatism incorporated in the analysis, we can have great confidence that the actual RF effects from any combination of wireless operators, however they might actually be positioned on the monopine, would be in compliance with the FCC's MPE limit.

This assessment of antenna site compliance is based on the FCC limit for general population "maximum permissible exposure" (MPE), a limit established as safe for continuous exposure to RF fields by humans of either sex, all ages and sizes, and under all conditions.

The result of an FCC compliance assessment can be described in layman's terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. In that way, the figure 100 percent serves as the reference for compliance, and calculated RF levels below 100 percent indicate compliance with the MPE limit. An equivalent way to describe the calculated results is to relate them to a "times-below-the-limit" factor. Here, we will apply both descriptions.

The result of the FCC compliance assessment in this case is as follows:

- At street level around the site, the conservatively calculated maximum RF level caused by the combination of antenna operations is 5.2667 percent of the FCC general population MPE limit, well below the 100-percent reference for compliance. In other words, even with calculations designed to significantly overstate the RF levels versus those that could actually occur at the site, the worst-case calculated RF level in this case is still more than 15 times below the limit defined by the federal government as safe for continuous exposure of the general public.
- The results of the calculations provide a clear demonstration that the RF levels from as many as three wireless carriers, even under worst-case collocation circumstances, would satisfy the FCC requirement for controlling potential human exposure to RF fields. Moreover, because of the conservative methodology and assumptions applied in this analysis, RF levels actually caused by any combination of wireless operators' antenna operations at this site will be even less significant than the calculation results here indicate.

The remainder of this report provides the following:

- relevant technical data on the parameters for the three wireless carriers;
- a description of the applicable FCC mathematical model for assessing compliance with the MPE limit, and application of the relevant technical data to that model; and

- analysis of the results of the calculations, and the compliance conclusion for the proposed site.

In addition, two Appendices are included. Appendix A provides background on the FCC MPE limit, along with a list of key FCC references on MPE compliance, and Appendix B provides a summary of the qualifications of the expert certifying the FCC compliance for the subject antenna operations.

Antenna and Transmission Data

As described, the proposed 130-foot monopine will be able to accommodate as many as three wireless carriers' antennas. This analysis will include an assumption of "worst-case" collocation by three wireless carriers – Verizon Wireless, AT&T, and T-Mobile.

The worst-case collocation methodology basically involves taking the carriers with the most available spectrum and the opportunity for higher power levels and hypothetically positioning them at the lower points on the monopine – thus matching the most power with the shorter distances to the ground.

Typically, the vertical spacing between different wireless carriers' antennas on a monopine is 10 feet. In this case, we will assign antenna centerline-heights to the three wireless collocators at 127 feet, 117 feet, and 107 feet.

The transmission parameters for each of the wireless carriers are described below.

Verizon Wireless is licensed to operate in the 746, 869, 1900 and 2100 MHz frequency bands. In the 746 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 869 MHz band, Verizon uses seven 20-watt channels per antenna sector and four 40-watt channels per sector. In the 1900 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 2100 MHz band, Verizon uses four 40-watt channels per sector.

AT&T is licensed to operate in the 700, 850, 1900, 2100 and 2300 MHz frequency bands. In the 700 MHz band, AT&T uses 370 watts of input power per sector. In the 850 MHz band, AT&T uses 160 watts of input power per sector. In the 1900 MHz band, AT&T uses 160 watts of input power per sector. In the 2100 MHz band, AT&T uses 160 watts of input power per sector. Lastly, in the 2300 MHz band, AT&T uses 100 watts of input power per sector.

T-Mobile is licensed to operate in the 600 MHz, 700 MHz, 1900 MHz, 2100 MHz and 2500 MHz frequency bands. In the 600 MHz band, T-Mobile uses four 40-watt channels per sector. In the 700 MHz band, T-Mobile uses one 40-watt channel per sector. In the 1900 MHz band, T-Mobile uses one 40-watt channel and four 30-watt channels per sector. In the 2100 MHz band, T-Mobile uses one 40-watt channel and two 60-watt channels per sector. Lastly, In the 2500 MHz band, T-Mobile uses one 40-watt channel and one 80-watt channel per sector.

We will hypothetically assign the mounting heights (to the centerline of the antennas) as follows:

- Verizon Wireless: 127 feet
- T-Mobile: 117 feet
- AT&T: 107 feet

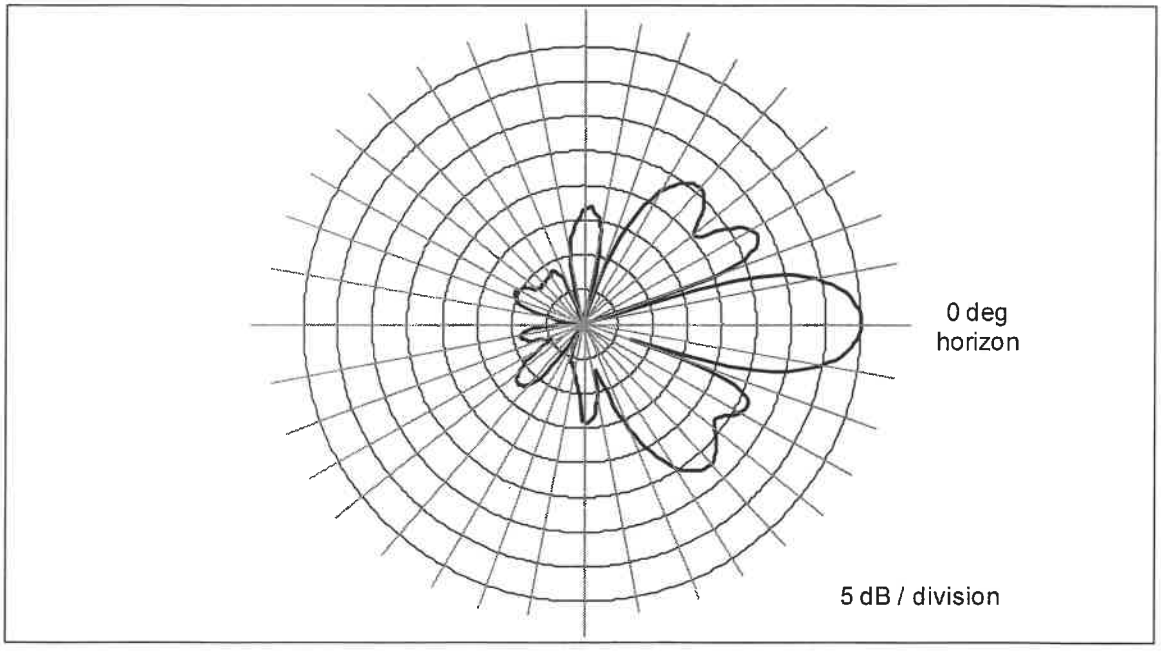
The area below the antennas, at street level, is of interest in terms of potential "uncontrolled" exposure of the general public, so the antenna's vertical-plane emission characteristic is used in the calculations, as it is a key determinant in the relative level of RF emissions in the "downward" direction.

By way of illustration, Figure 1, below, shows the vertical-plane pattern of a typical 1900 MHz panel antenna. The antenna is effectively pointed at the three o'clock position (the horizon) and the pattern at different angles is described using decibel units. The use of a decibel scale in incidentally visually understates the relative directionality characteristic of the antenna in the vertical plane. Where the antenna pattern reads 20 dB, the relative RF energy emitted at the corresponding downward angle is 1/100th of the maximum that occurs in the

main beam (at 0 degrees); at 30 dB, the energy is 1/1000th of the maximum.

Note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties' depictions of the same antenna model.

Figure 1. 1900 MHz Directional Panel Antenna – Vertical-plane Pattern



Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate potential RF exposure levels at various points around transmitting antennas.

Around an antenna site at ground level (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain (focusing effect) in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna. Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the

intervening ground. Our calculations will assume a 100% "perfect", mirror-like reflection, which is the absolute worst-case approach.

The formula for ground-level MPE compliance assessment of any given wireless antenna operation is as follows:

$$MPE\% = (100 * TxPower * 10^{(Gmax-Vdisc)/10} * 4) / (MPE * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the FCC MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
TxPower	=	maximum net power into antenna sector, in milliwatts, a function of the number of channels per sector, the transmitter power per channel, and line loss
$10^{(Gmax-Vdisc)/10}$	=	numeric equivalent of the relative antenna gain in the direction of interest downward toward ground level
4	=	factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ($2^2 = 4$)
MPE	=	FCC general population MPE limit
R	=	straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are normally performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2 on the next page.

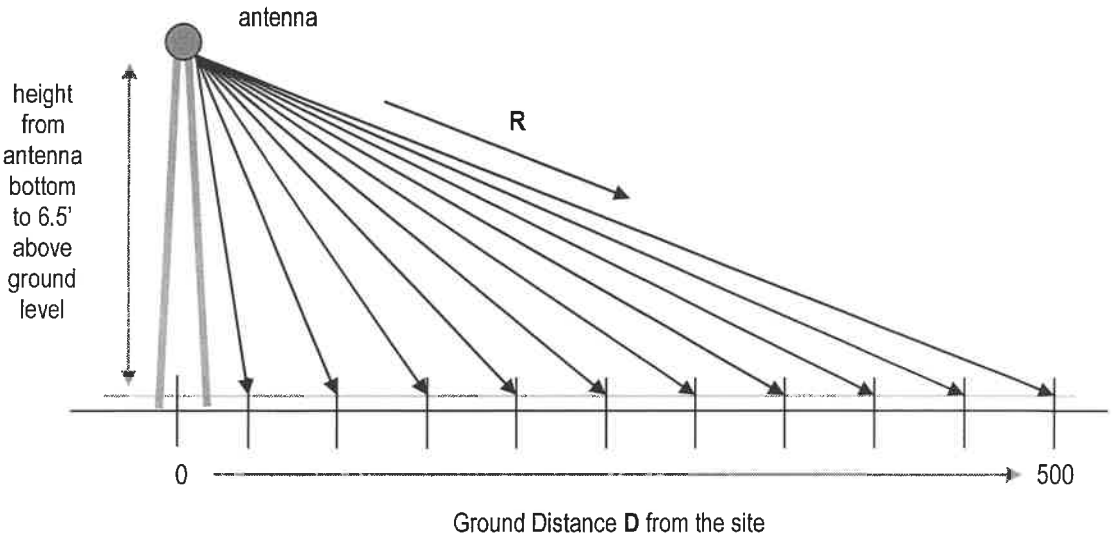


Figure 2. Street-level MPE% Calculation Geometry

It is popularly thought that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antennas. Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low and always in compliance.

FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point away from the site, an MPE% calculation is made for each antenna operation, including the individual components of dual-band operations. Then, at each point, the sum of the individual MPE% contributions is compared to 100 percent, where the latter figure serves as a normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as "total MPE%", and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the limit and

represent non-compliance and a need to take action to mitigate the RF levels. If all results are below 100 percent, that indicates compliance with the federal regulations on controlling exposure.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum RF power – i.e., with the maximum number of channels and the maximum transmitter power per channel.
2. The power-attenuation effects of any shadowing or visual obstruction to a line-of-sight path from the antennas to the points of interest at ground level are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6'6" human and performing the calculations from the bottom (rather than the centerline) of the antenna.
4. The potential RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

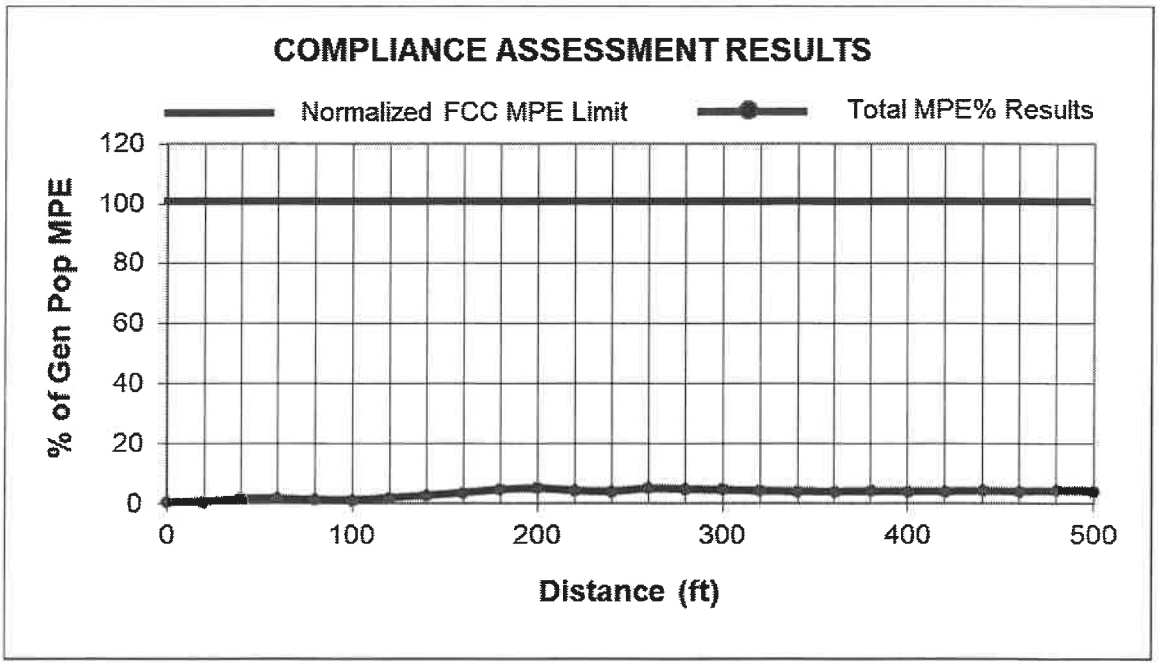
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the RF levels that will actually occur – and the purpose of this conservatism is to allow "safe-side" conclusions about compliance with the MPE limit.

The table that follows provides the results of the MPE% calculations for each antenna operation, with the worst-case overall result highlighted in bold in the last column.

Ground Distance (ft)	Verizon Wireless MPE%	AT&T MPE%	T-Mobile MPE%	Total MPE%
0	0.0241	0.0989	0.4173	0.5403
20	0.0316	0.1238	0.6050	0.7604
40	0.0853	0.2490	1.3888	1.7231
60	0.1569	0.4059	1.1667	1.7295
80	0.1796	0.5493	0.6827	1.4116
100	0.1300	0.4734	0.6458	1.2492
120	0.2412	0.7914	0.9863	2.0189
140	0.3242	0.9916	1.4843	2.8001
160	0.2779	0.9697	2.5066	3.7542
180	0.3978	1.0483	3.3800	4.8261
200	0.5230	1.0661	3.6776	**5.2667**
220	0.4852	0.8408	3.1660	4.4920
240	0.3865	0.5199	3.2769	4.1833
260	0.2521	0.3018	4.6740	5.2279
280	0.1170	0.2450	4.5893	4.9513
300	0.0597	0.2432	4.3722	4.6751
320	0.0291	0.2502	4.1201	4.3994
340	0.0297	0.2890	3.8856	4.2043
360	0.0542	0.3880	3.7087	4.1509
380	0.1052	0.5676	3.5724	4.2452
400	0.1791	0.5160	3.4797	4.1748
420	0.2774	0.7474	3.2107	4.2355
440	0.2544	1.0125	3.0969	4.3638
460	0.3627	0.9308	2.9105	4.2040
480	0.4924	1.1609	2.7634	4.4167
500	0.4559	1.0740	2.6487	4.1786

As indicated, the overall worst-case calculated result is 5.2667 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance, particularly given the significant conservatism incorporated in the analysis.

A graph of the overall calculation results, provided on the next page, provides perhaps a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results shows an obviously clear, consistent margin to the FCC MPE limit.



Compliance Conclusion

The FCC MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and completely safe.

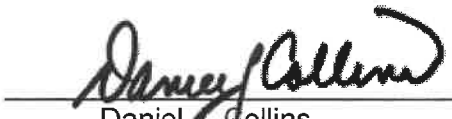
The conservatively calculated maximum RF effect at street level from the assumed worst-case collocation of as many as three wireless carriers is 5.2667 percent of the FCC general population MPE limit. In other words, even with an extremely conservative analysis intended to dramatically overstate the RF effects of any wireless collocation scenario at the site, the calculated worst-case RF level is still more than 15 times below the FCC MPE limit.

The results of the calculations indicate clear compliance with the FCC regulations and the related MPE limit, even for a worst-case collocation scenario. Because of the conservative calculation methodology and operational assumptions applied in this analysis, the RF levels actually caused by any more realistic collocation of antennas at this site would be even less significant than the calculation results here indicate, and compliance would be achieved by an even larger margin.

Certification

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



11/16/21

Daniel J. Collins
Chief Technical Officer
Pinnacle Telecom Group, LLC

Date

Appendix A. Background on the FCC MPE Limit

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

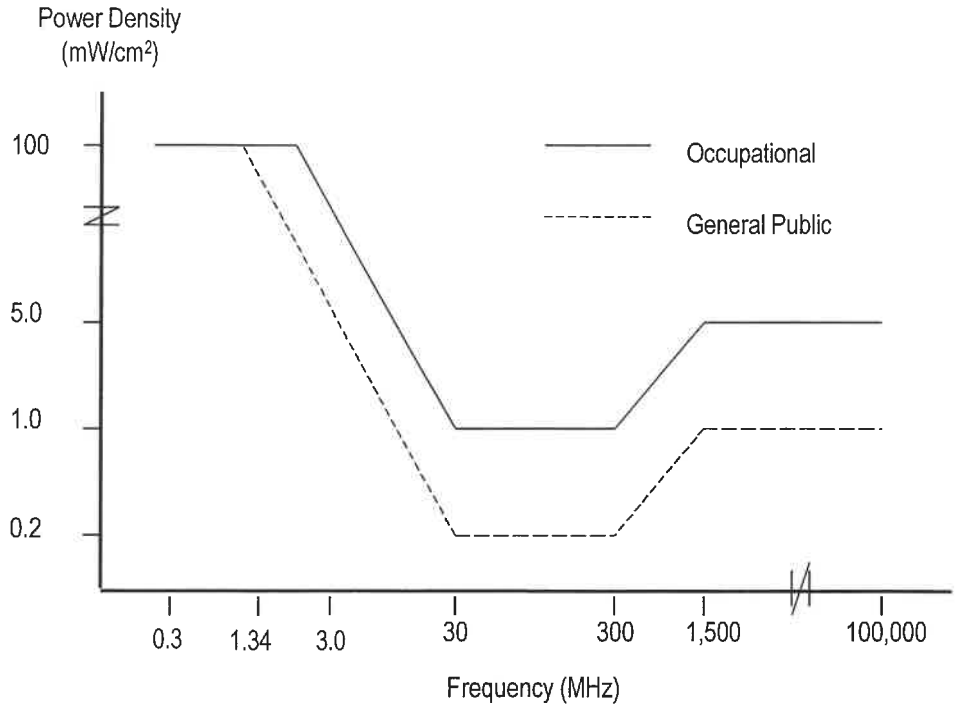
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm^2). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm^2 reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm^2)	General Public Exposure (mW/cm^2)
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
30 - 300	1.0	0.2
300 - 1,500	F / 300	F / 1500
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC "categorically excludes" all "non-building-mounted" wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations "are deemed, individually and cumulatively, to have no significant effect on the human environment". The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they're mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

FCC References on RF Compliance

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, "Questions and Answers About Biological Effects and Potential Hazards of RF Radiation", edition 4, August 1999.

Appendix B. Summary of Expert Qualifications

Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC

Synopsis:	• 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure • Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997 • Has provided testimony as an RF compliance expert more than 1,500 times since 1997 • Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC
Education:	• B.E.E., City College of New York (Sch. Of Eng.), 1971 • M.B.A., 1982, Fairleigh Dickinson University, 1982 • Bronx High School of Science, 1966
Current Responsibilities:	• Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation
Prior Experience:	• Edwards & Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99 • Bellcore (a Bell Labs offshoot after AT&T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96 • AT&T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83 • AT&T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77
Specific RF Safety / Compliance Experience:	• Involved in RF exposure matters since 1972 • Have had lead corporate responsibility for RF safety and compliance at AT&T, Bellcore, Edwards & Kelcey, and PTG • While at AT&T, helped develop the mathematical models for calculating RF exposure levels • Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms
Other Background:	• Author, *Microwave System Engineering* (AT&T, 1974) • Co-author and executive editor, *A Guide to New Technologies and Services* (Bellcore, 1993) • National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991 • Have published more than 35 articles in industry magazines

LEGEND

Viewshed

- Land Cover Viewshed Area (130ft Tower) (Includes existing vegetation and structures)
- Photo Locations

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. The location and height of vegetated areas and buildings is based on 2016 Lidar data aquired from Connecticut DEEP.

0 ft 250 ft 500 ft 750 ft 1000 ft 1250 ft

Figure A0

LAND COVER VIEWSHED MAP - CAMERA LOCATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road
Yorktown Heights, NY 10598

Photo 1 - Granite Springs Road
EXISTING CONDITION

SARATOGA ASSOCIATES

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

Photograph Information

Date:	April 16, 2021	Photo Location:	41° 18' 23.3204" N, 73° 46' 41.6813" W
Time:	04:33 PM	Distance to Tower:	1,050 Feet
Focal Length:	48 mm		
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B1
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 1 - Granite Springs Road
PROPOSED CONDITION - 130FT GALVANIZED TOWER

SARATOGA ASSOCIATES

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Focal Length:	48 mm		
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B2
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 1 - Granite Springs Road
PROPOSED CONDITION - 130FT MONOPINE

SARATOGA ASSOCIATES

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Photograph Information

Date:	April 16, 2021
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Focal Length:	48 mm
Camera:	Nikon D3500
Photo Location:	41° 18' 23.3204" N, 73° 46' 41.6813" W
Distance to Tower:	1,050 Feet

HOMELAND TOWERS

Figure B3
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 2 - Granite Springs Road
EXISTING CONDITION

SARATOGA ASSOCIATES

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Photograph Information

Date:	April 16, 2021	Photo Location:	41° 18' 20.5451" N, 73° 46' 28.3930" W
Time:	04:39 PM		
Focal Length:	48 mm	Distance to Tower:	700 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B4
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 2 - Granite Springs Road
PROPOSED CONDITION - 130FT GALVANIZED TOWER

SARATOGA ASSOCIATES

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Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B5
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 2 - Granite Springs Road
PROPOSED CONDITION - 130FT MONOPINE

Figure B6
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

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Time:	04:39 PM		
Focal Length:	48 mm	Distance to Tower:	700 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Photo 3 - Granite Springs Road near Hilltop Road
EXISTING CONDITION

SARATOGA ASSOCIATES

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Photograph Information

Date:	April 16, 2021	Photo Location:	41° 18' 16.5522" N, 73° 46' 22.1697" W
Time:	04:44 PM		
Focal Length:	48 mm	Distance to Tower:	1,220 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B7
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 3 - Granite Springs Road near Hilltop Road
PROPOSED CONDITION - 130FT GALVANIZED TOWER

SARATOGA ASSOCIATES

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Photograph Information

Date:	April 16, 2021	Photo Location:	41° 18' 16.5522" N, 73° 46' 22.1697" W
Time:	04:44 PM		
Focal Length:	48 mm	Distance to Tower:	1,220 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B8
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 3 - Granite Springs Road near Hilltop Road
PROPOSED CONDITION - 130FT MONOPINE

SARATOGA ASSOCIATES

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Date:	April 16, 2021	Photo Location:	41° 18' 16.5522" N, 73° 46' 22.1697" W
Time:	04:44 PM		
Focal Length:	48 mm	Distance to Tower:	1,220 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B9
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 4 - Granite Springs Road near Hilltop Road, near #54
EXISTING CONDITION

SARATOGA ASSOCIATES

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Photograph Information

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Time:	0450 PM	Distance to Tower:	600 Feet
Focal Length:	48 mm		
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B10
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 4 - Granite Springs Road near Hilltop Road, near #54
PROPOSED CONDITION - 130FT GALVANIZED TOWER

SARATOGA ASSOCIATES

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Photograph Information

Date:	April 16, 2021
Time:	04:50 PM
Focal Length:	48 mm
Camera:	Nikon D3500

Photo Location:	41° 18' 23.1983" N, 73° 46' 34.4618" W
Distance to Tower:	600 Feet

HOMELAND TOWERS

Figure B11
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 4 - Granite Springs Road near Hilltop Road, near #54
PROPOSED CONDITION - 130FT MONOPINE

SARATOGA ASSOCIATES

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Photograph Information

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Time:	04:50 PM		
Focal Length:	48 mm	Distance to Tower:	600 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B12
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 5 - Weatherby St near Castle Ct
EXISTING CONDITION

Figure B13
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

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Photograph Information

Date:	April 16, 2021	Photo Location:	41° 18' 32.4473" N, 73° 46' 41.5067" W
Time:	04:54 PM		
Focal Length:	48 mm	Distance to Tower:	1,100 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Photo 5 - Weatherby St near Castle Ct
PROPOSED CONDITION - 130FT GALVANIZED TOWER

SARATOGA ASSOCIATES

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Photograph Information

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Time:	04:54 PM		
Focal Length:	48 mm	Distance to Tower:	1,100 Feet
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B14
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photo 5 - Weatherby St near Castle Ct
PROPOSED CONDITION - 130FT MONOPINE

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Time:	04:54 PM	Distance to Tower:	1,100 Feet
Focal Length:	48 mm		
Camera:	Nikon D3500		

HOMELAND TOWERS

Figure B15
PHOTO SIMULATIONS
Visual Resource Assessment
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32 Boonton Ave., Suite #1, Butler, NJ 07405
Certified WBE & SBE

February 25, 2022

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

RE: Sound Analysis

Site: NY587 – Granite Springs
109 Granite Springs Road, Yorktown, NY 10598

Dear Mr. Wimmer

Please find the sound analysis of the generator, as provided with respect to Site# NY-587.

Key Information:

- As per the plans, the generator evaluated is a Generac Diesel Set from 15kW to 50kW. According to Generac specification sheet (below), the sound output is 70 dB(A) measured at 23ft (7m) with the generator operating at normal load.

Distances to the property line are estimated from the drawings provided, and are as follows.

Northern Property Line	Approximately 10 feet (3m) to the compound Approximately 23 feet (7m) to generator within compound	77.36 db(A) 70.00 db(A)
Eastern Property Line	Approximately 100 feet (30m)	57.36 db(A)
Western Property Line	Approximately 150 feet (45m)	53.84 db(A)
Southern Property Line	Approximately 300 feet (90m)	47.82 db(A)

Relevant Criteria - Chapter 29 - Noise Control
7:29-1.2a 1.i ...when measured at any residential property line of the affected person is in excess of the following .... continuous airborne sound which has a sound level in excess of 65 dBA.

7:29-1.2b - This criteria does not apply as the generator test cycle will not run during the hours of 10:00PM to 7:00AM.

FORCE INDUSTRIES LLC
973.289.9620
info@forceindustries.net
www.forceindustries.net
32 Boonton Ave., Suite #1, Butler, NJ 07405
Certified WBE & SBE

Typical Town standards set by §220-40(C)

(1) Sound levels shall be determined at the property line of the lot from which the noise is emitted. Sound measurements shall be accomplished through a sound-level meter having an A-weighted filter and constructed in accordance with specifications of the American National Standards Institute or other generally accepted standard for the measurement of sound.

(2) No person, firm or corporation shall allow the emission of sound which, as measured at the property lines, has a sound level in excess of:

(a) Seventy decibels on the A-weighted scale between the hours of 7:00 a.m. to 8:00 p.m.; and

(b) Sixty decibels on the A-weighted scale between the hours of 8:00 p.m. to 7:00 a.m.

Noise at the Property Line Calculation

The formula to calculate sound attenuation over distance for a point source is:

$Lp(R2) = Lp(R1) - 20 \cdot \log_{10}(R2/R1)$

Values for the formula are:

Lp(R1) = 70 dB(A) ← Sound levels as measured by the Generac.

R2 = 7 meters ← Distance for Generac measurements.

R1 = as per chart ← Distance to the property line

Generator Spec Sheet

GENERAC

15 • 20 • 30 • 48 • 50 kW **operating data**

ENGINE COOLING

	15 kW	20 kW	30 kW	48/50 kW
Air flow (inlet air including alternator and combustion air in cfm/cmm)	2824/90	2824/80	3038/86	2824/80
System coolant capacity (gal/liters)	2.8/10.6	2.8/10.6	2.8/10.6	2.8/10.6
Heat rejection to coolant (BTU per hr/MJ per hr)	63,535/67	63,535/67	111,000/117.1	135,900/143.4
Maximum operation air temperature on radiator (°C/°F)	50/122			
Maximum ambient temperature (°C/°F)	50/122			

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	84.76/2.4	84.76/2.4	90/2.55	190/5.38

SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	65
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	70

*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	98.88/2.8	98.88/2.8	230/6.51	448/12.7
Exhaust temperature at rated output (°C/°F)	604.4/1120	604.4/1120	454.4/850	604.4/1120

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Based on the output of noise, particularly at the property lines and the fact that the generator will only be cycled one time per month, during the daytime hours of 12pm to 1pm, for testing. The facility will be in compliance with the Town Code and will not cause any unnecessary, unreasonable or excessive noise which may disturb the peace and quietude of the Town, and will not create any adverse impacts on the community, due to noise.

Sincerely,

Allan Cohen, P.E.
NY Lic# 095657
Cohen Enterprises of New Jersey

HOMELAND TOWERS

February 10, 2022

Honorable Supervisor Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Rd
Yorktown Heights, NY 10598

RE: Alternate Site Analysis for the proposed facility location at Granite Springs Rd

Hon. Supervisor Slater and Members of the Town Board:

I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy the significant gap in reliable wireless service throughout this area of Yorktown in the vicinity and along Granite Springs Rd and adjoining residential areas.

In consideration based on coverage needs in the area, I began exploring the area in the vicinity of the proposed site for a facility location taking into account the Town's Zoning Code, collocation opportunities, land uses, potential environmental impacts, elevation, proximity to residences, aesthetics and construction feasibility. The Town Wireless Code states as follows:

Town code Section 300-D 1. states: *Location and access. Wireless telecommunication facilities (WCF) shall be located on Town-owned lands or facilities. If, because of unreasonable technological, financial or structural limitations or objection to the use of certain Town-owned lands by the Town Board for aesthetic, safety or other reasons, location on Town-owned lands or facilities is not practicable, such facility shall be located on lands in a nonresidential zoning district before being located on any lands, other than Town-owned lands, in a residence district, and shall be located on lands with nonresidential uses in a residence district before being located on lands used exclusively for residential purposes. Wherever possible, such facility shall be attached to an existing building or structure. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a WCF.*

First, I performed a series of field visits to determine if there are any existing Wireless tele-communication facilities in the area of the required coverage objective.

Not being able to find any existing facilities suitable for shared use that would meet the coverage objective, I researched the Town's tax maps and performed a series of field visits of the area to find any Town-owned lands that might be suitable for the construction of a Wireless Telecommunication Facility and found the following Town-owned properties:

1. 2850 Sunrise St, Parcel # 27.11-2-19 This Town parcel is designated Parkland, however also contains a water department pumphouse on a small +/- ¼ acre parcel. The available space around the pumphouse was deemed small given the underground piping facilities. The elevation is +/- 470' AMSL and distance to the closest residence is approx. 200' (see Exhibit A)

2. 2997 Curry St, Parcel # 27.06-2-30. This Town parcel is designated Parkland and located adjacent a residential Townhouse community. While the elevation of this location is good, it is sloping downwards towards Sparkle Lake and would require considerable grading in close proximity to the "back yard" of the residences. The elevation is +/- 500' AMSL and distance to the closest residence approx. 200' (see Exhibit A)

3. Sparkle Lake, Granite Springs Rd, Parcel # 27.10-3-11. This Town parcel is designated Parkland and located on Sparkle Lake. It is also located adjacent to a beach or swimming area behind the Parks & Recreation Building. The elevation is +/- 490' AMSL and distance to the closest residence approx. 180' and approx. 120' from the lakefront (see Exhibit A)

4. Granite Springs Rd, Parcel # 27.11-1-33. This Town parcel is designated Parkland and located adjacent to the 'Hallock Mill Wetlands'. This parcel is a 'flag shaped' type parcel with 50' frontage on Granite Springs Rd and widening after approximately 200'. The elevation of this location is approx. +/- 500' AMSL and the distance to the closest residence approx. 420'. This parcel is the subject of this application (see Exhibit A)

Having identified the Town-owned properties in this area, I evaluated the properties given the local topography, existing site locations, coverage objective, aesthetic considerations and distance to nearby residences as follows:

First, I evaluated the topography to determine the elevation of the available locations to determine which of the locations would require the lowest tower structure to minimize aesthetic impact and determined that locations 2, 3 and 4 have the highest elevations.

Second, I evaluated the available locations to determine which of the locations would have the greatest distance to nearby residences and found that the location on Granite Springs Rd would provide the greatest setback from nearby residences. In addition, this location borders wood and farmland on 3 sides of the parcel (north, east and west) and has residences only along the southern property line which is +/- 345' to the south.

Third, I evaluated the available locations to determine at which of the locations the facility would be best screened by existing, natural screening (woods) to minimize the aesthetic impact on the area and nearby residences and found that location 4 at Granite Springs Rd has the best natural screening as it is surrounded by woods on all sides and is +/- 345' from the closest residential property line.

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Fourth, I assessed the visual impact of a proposed location on the surrounding areas and found that utilizing a location that has both, existing screening as well as the greatest distance to area residences would be best suited for the proposed facility. The proposed location at the rear property line of the Granite Springs parcel meets both of the criteria as it has existing woods that will shield the equipment compound and base of the proposed facility and provides the greatest distance to residences in the area. Also, the proposed location is well screened along Granite Springs Rd and surrounding roads through existing tree lines. Please see the Visual Assessment Report by Saratoga Associates as part of this application.

Conclusion:

There are no existing towers or antenna sites suitable for shared use that would also meet the coverage objective. Given the availability of Town-owned properties in this area, the local topography, existing site locations, coverage objective, aesthetic impacts and distance to nearby residences the proposed location at the Granite Springs Rd property has the least aesthetic impact and the greatest distance to nearby residences.

Based on its location and the surrounding area, including the Town Code requirements, the proposed location is the least intrusive to remedy the significant gap in reliable service and is the subject of this application.

Respectfully,

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC.

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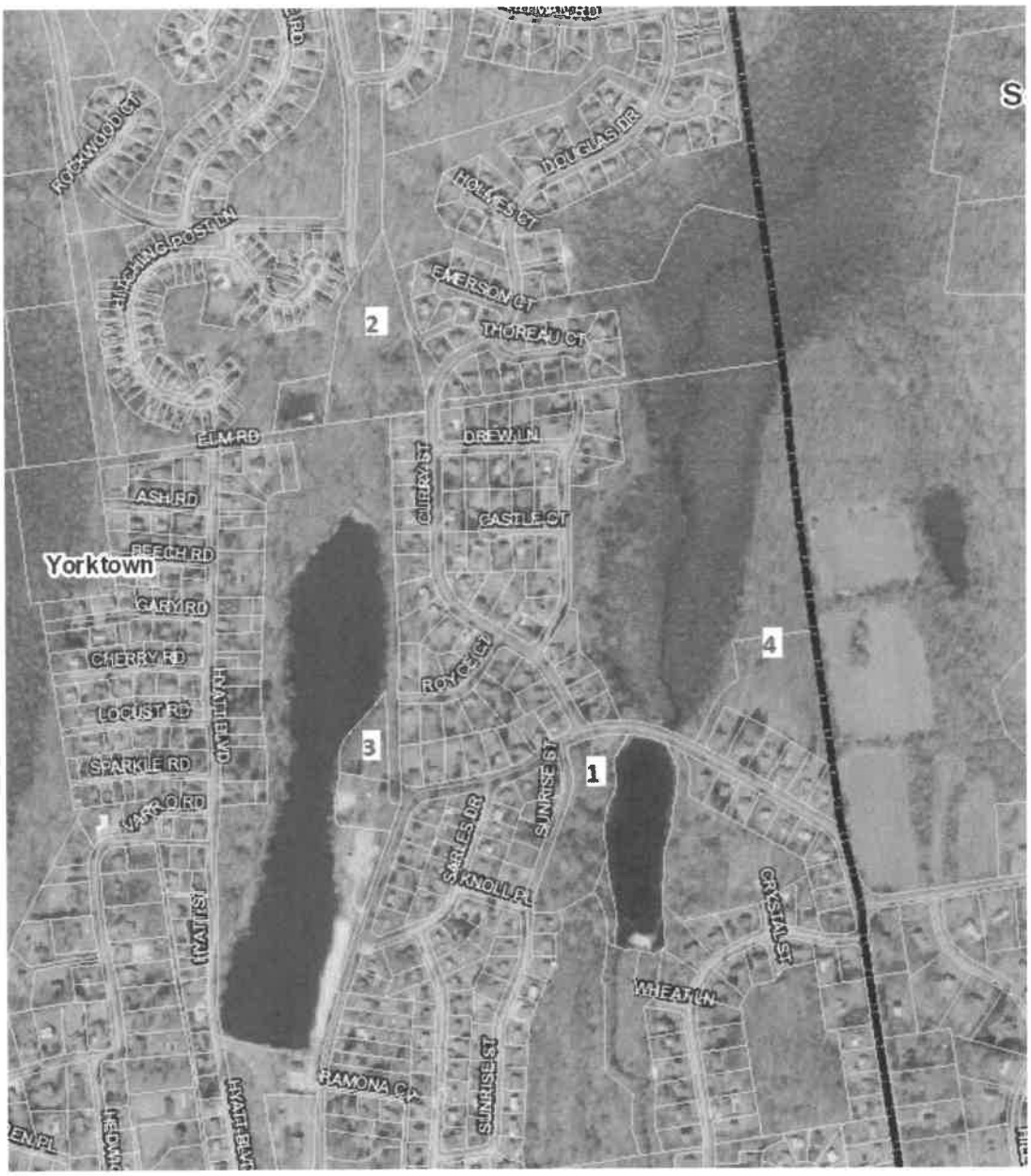
Exhibit A



HOMELAND TOWERS

February 22, 2022

Honorable Supervisor Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Rd
Yorktown Heights, NY 10598

RE: Alternate Access Analysis for the proposed facility at Granite Springs Rd

Hon. Supervisor Slater and Members of the Town Board:

I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy the significant gap in reliable wireless service throughout this area of Yorktown in the vicinity and along Granite Springs Rd and adjoining residential areas.

As part of our due diligence, for the proposed location at Granite Springs Rd tax parcel # 27.11-1-33 we evaluated alternate access possibilities, to assess if disturbance could be reduced or minimized.

Homeland Towers retained a wetlands expert to delineate the wetlands as confirmed by the New York State Department of Environmental Conservation and designed the access road to avoid the wetlands and have the least intrusive impact possible. While the pervious gravel access drive will be partially within the wetland buffer for a short distance, it will not impact any wetlands or watercourses directly. Given this parcel is a "flag lot" shaped property that has +/- 50' road frontage and existing wetlands to the west, another access from Granite Springs Rd within Yorktown municipal boundaries is not feasible. We therefore evaluated access across the adjacent Stuart Farms property located in the Town of Somers.

The Stuart Farm parcel has an existing field path that is currently used for farming purposes (Please see attached sketch in Exhibit A). We evaluated the feasibility of the field path being improved to serve as an access drive for the proposed facility on Granite Springs Road. It should be noted that the access drive to the facility needs to be accessible not just for wireless facility operations, but also Town of Yorktown emergency vehicles like Fire Department vehicles, ambulances, and Police.

We found this alternative Stuart Farm access route would require the following:

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1. Length: the length of the access drive would be about 1,500' vs 500' for the proposed access drive.

2. Easement: the property is owned by Stuart Farms and would require an easement for unrestricted access.

3. Conservation Easement: it appears that the Stuart Farm property has a land conservation easement by Westchester Land Trust, therefore consent for unrestricted access from the Trust would be required.

4. Municipal Approvals: as the property is located in the Town of Somers, municipal approvals from the respective Town of Somers Boards would be required for the access drive and possibly the facility itself.

5. Access rights: as this property is Town of Yorktown dedicated parkland, this property could potentially be used for recreational activities, like hiking, birdwatching, etc. If access were to be across the adjacent Stuart Farm property, access to this Town of Yorktown parkland would be under the jurisdiction of the Town of Somers, Stuart Farms and the Westchester Land Trust.

Conclusion:

For the reasons stated above, we think the best and least intrusive access to the property would be utilizing the parcel's frontage on Granite Springs Road, especially in view that this access can be achieved without disturbance to any wetlands.

Respectfully,

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC.

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Exhibit A

Potential alternate access path for the facility

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2021-AEA-16905-OE

Issued Date: 01/13/2022

Christine Vergati
Homeland Towers, LLC
9 Harmony Street
2nd Floor
Danbury, CT 06810

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole NY578 Granite Springs
Location:	York, NY
Latitude:	41-18-27.07N NAD 83
Longitude:	73-46-29.15W
Heights:	500 feet site elevation (SE)
	137 feet above ground level (AGL)
	637 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 07/13/2023 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-4199, or Dianne.Marin@FAA.GOV. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AEA-16905-OE.

Signature Control No: 502778602-507738885 (DNE)
Dianne Marin
Technician

Attachment(s)
Case Description
Frequency Data
Map(s)

cc: FCC

Proposed 137 ft AGL Monopine tower.

Frequency Data for ASN 2021-AEA-16905-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Verified Map for ASN 2021-AEA-16905-OE

KELLARD SESSIONS

John Kellard, P.E.
David Sessions, RLA, AICP
Joseph M. Cermele, P.E., CFM
Jan K. Johannessen, AICP

May 25, 2022

Mr. Manuel Vicente
Homeland Towers, LLC
9 Harmony Street
Danbury, Connecticut 06810

RE: Homeland Towers, LLC
Granite Springs - Wetland Report

Dear Mr. Vicente:

You have requested that Kellard Sessions Consulting evaluate wetlands located on a parcel consisting of ±3.87 acres of land and located on the north side of Granite Springs Road in the Town of Yorktown. The property is identified on the Town of Yorktown Tax Map as Section 27.11, Block 1, Lot 33. The subject property is owned by the Town of Yorktown and is proposed to be developed with a 130-foot monopole tower, ancillary telecommunications equipment, gravel driveway, gravel compound area, fencing and retaining walls. The subject property is the vicinity of residential uses, undeveloped land and farmland.

The subject property has varied topography and generally slopes east to west with the highest elevation located in the northeast corner of the site. The property is wooded and contains Udorthents, wet substratum (Uc), Ridgebury loam, 3 to 8 percent slopes (RdB), Paxton fine sandy loam, 2 to 8 percent slopes (PnB) and Woodbridge loam, 0 to 3 percent slopes (Wda) soils.

The configuration of the parcel is referred to as a "flag lot" with the "flagpole" portion of the lot fronting on Granite Springs Road. The western side of the "flagpole" contains wetlands that are part of a larger wetland system located on the parcel to the west, also owned by the Town of Yorktown. On-site wetlands and watercourses are jurisdictional to the New York State Department of Environmental Conservation (NYSDEC) as Wetland A-13, the Army Corps of Engineers (ACOE), and the Town of Yorktown. On-site wetlands and watercourses were delineated by this office on November 9, 2021.

VEGETATION, SOILS AND HYDROLOGY

Red Maple trees dominate the wetland and wetland buffer; however, several Sugar Maple and Aspen trees are located adjacent to the wetland. Skunk Cabbage, Phragmites, Willow, Spice Bush, Dogbane, Honeysuckle, Sedges, Sensitive Fern, and Clearweed were found along the wetland boundary with Honeysuckle, Burning Bush, Virginia Creeper, Garlic Mustard, and some Poison Ivy dominating the upland area. Hydric soils within the wetland boundary were black (10YR 2/1) within the upper 4 inches, turning brown (10YR 4/3) with redox concentrations between 4 – 13 inches, turning dark gray (10 YR 4/1) with redox concentration below 13 inches. Hydrology indicators include observed water inundation, saturated soil, and exposed roots.

The below photograph was taken on-site during a May 18, 2022 site visit; the photo was taken from within the "flagpole" looing west:

JURISDICTION

As stated above, on-site wetlands are jurisdictional to the NYSDEC as Wetland A-13. Wetlands were delineated in accordance with the NYSDEC Freshwater Wetlands Delineation Manual, July 1995, and the boundary was verified as being accurate by Sarah Pawliczak of the NYSDEC on November 29, 2021. A fully executed NYSDEC Wetland Validation Map is on file. In addition to regulating the wetland property, the NYSDEC regulates a 100-foot Wetland Adjacent Area and disturbance within the Wetland Adjacent Area will require an Article 24 Freshwater Wetland Permit from the NYSDEC.

On-site wetlands are jurisdictional to the Town of Yorktown under Chapter 178, Freshwater Wetlands, of the Town Code. Wetlands were delineated in accordance with the Town's definition of "Wetland/Freshwater Wetland" and the wetland boundary line was evaluated by the Town of Yorktown's Wetland Consultant on March 2, 2022. The Town regulates a 100-foot wetland/watercourse buffer area and disturbance within the buffer may require a wetland permit from the Town of Yorktown.

On-site wetlands are jurisdictional to the ACOE and disturbance within the wetland proper would require a permit as issued by the ACOE; note that the ACOE does not regulate a wetland adjacent area or buffer area. On-site wetlands were delineated in accordance with the Corps of Engineers Wetland Delineation Manual, 1987, and its supplements. Provided no disturbance is proposed within the wetland proper, a permit from the ACOE would not be required.

The subject property is located within the New York City East of Hudson Watershed and, therefore, is subject to the Rules and Regulations of the New York City Department of Environmental Protection (NYCDEP). The NYCDEP prohibits the installation of a new impervious surface within 100-feet of a NYSDEC wetland or NYCDEP Jurisdictional Watercourse.

Enclosed are pictures of the on-site wetland taken from a recent site visit. Should you have any questions, please feel free to contact me.

Very truly yours,

Jan K. Johannessen

Jan K. Johannessen, AICP
Kellard Sessions Consulting

JKJ/gt

cc: Robert Gaudioso, Esq.

ZONING DRAWINGS
SITE NUMBER: NY578

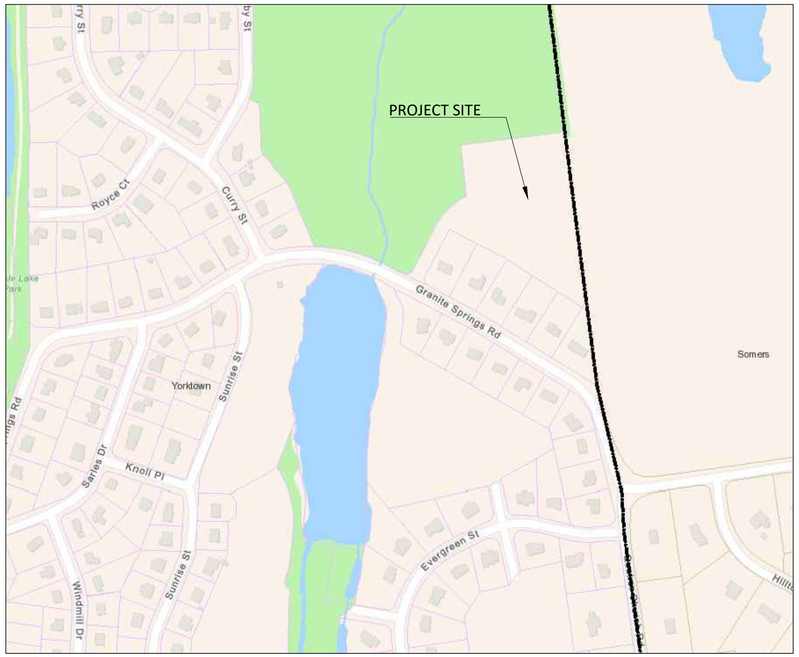
SITE NAME: GRANITE SPRINGS

109 GRANITE SPRINGS ROAD
TOWN OF YORKTOWN
WESTCHESTER COUNTY, NY

DATE: FEBRUARY 16, 2022
REVISED: JUNE 20, 2022

SITE DATA:

PROPOSED WORK:	PROPOSED EMERGENCY SERVICES AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS FACILITY INCLUDING THE INSTALLATION OF A 130' MONOPOLE WITH ANTENNAS AND ASSOCIATED EQUIPMENT WITHIN A PROPOSED FENCED MULTI-CARRIER WIRELESS EQUIPMENT COMPOUND
SITE ADDRESS:	109 GRANITE SPRINGS ROAD YORKTOWN, NY 10598
PROPERTY OWNER:	TOWN OF YORKTOWN 363 UNDERHILL AVE YORKTOWN HEIGHTS, NY 10598
TOWER OWNER/APPLICANT:	HOMELAND TOWERS, LLC 9 HARMONY STREET, 2ND FLOOR DANBURY, CT 06810
LATITUDE:	
LONGITUDE:	
LAT/LONG TYPE:	NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
GROUND ELEVATION:	± 503' AMSL
TOP OF PROPOSED MONOPOLE:	± 633' AMSL
JURISDICTION:	TOWN OF YORKTOWN
COUNTY:	WESTCHESTER COUNTY
TAX PARCEL:	27.11-1-33
LOT SIZE:	168,360.44 SF (3.87 ACRES)
ZONING DISTRICT:	R1-20, ONE-FAMILY RESIDENTIAL
CURRENT USE:	VACANT



LOCATION MAP
(N.T.S)

PROJECT CONTACTS:

SITE PLANNER & CIVIL ENGINEER

KELLARD SESSIONS CONSULTING
ENGINEERING & LANDSCAPE
ARCHITECTURE PLANNING, D.P.C.
500 MAIN STRET
ARMONK, N.Y. 10504

WWW.KELSES.COM

P: (914) 273-2323
F: (914) 273-2329

APPLICANT

HOMELAND TOWERS, LLC.
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810
P: (203) 297-6345

ATTORNEY:

SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NY 10591
(914) 333-0700

SURVEYOR:

NORTHEAST TOWER SURVEYING, INC.
140 WEST MAPLEMERE ROAD
WILLIAMSVILLE, NY 14221
(716) 548-2894

KELLARD SESSIONS CONSULTING DRAWINGS:

ZD-1	COVER SHEET
ZD-2	EXISTING CONDITIONS AND REMOVALS PLAN
ZD-3	SITE LAYOUT PLAN
ZD-4	GRADING, UTILITY AND SEDIMENT & EROSION CONTROL PLAN
ZD-5	TOWER ELEVATION
ZD-6	PROFILE
ZD-7	DETAILS AND NOTES

GENERAL CONSTRUCTION NOTES:

1. SURVEY INFORMATION TAKEN FROM A SURVEY ENTITLED "SITE SURVEY - NY578" PREPARED BY NORTHEAST TOWER SURVEYING, INC., DATED APRIL 15, 2021.
2. ALL CONDITIONS, LOCATIONS, AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY DISCREPANCIES.
3. ALL CHANGES MADE TO THE PLANS SHALL BE APPROVED BY THE ENGINEER AND ANY SUCH CHANGES SHALL BE FILED AS AMENDMENTS TO THE ORIGINAL BUILDING PERMIT.
4. ALL WRITTEN DIMENSIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER ANY SCALED DIMENSIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A "CODE 53 EXISTING UTILITY LOCATION" AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS. THE CONTRACTOR SHALL NOT PERFORM ANY EXCAVATION UNTIL ALL UTILITIES ARE LOCATED AND MARKED.
6. SUBSTRUCTURES AND THEIR ENCROACHMENTS BELOW GRADE, IF ANY, ARE NOT SHOWN. CONTRACTOR TO VERIFY ALL SUBSTRUCTURES ENCOUNTERED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING HIS BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES TO BE COMPLETED IN ACCORDANCE WITH ALL APPLIANCE SAFETY CODES AND STANDARDS AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS EMPLOYEES, SUBCONTRACTORS, AND THEIR AGENTS AND EMPLOYEES, AND ANY OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
9. ALL FILL MATERIAL SHALL BE CLEAN FILL AS PER THE BEDFORD TOWN CODE WHICH ONLY ALLOWS SOIL, GRAVEL, ROCK OR OTHER NATURAL MATERIAL TO BE DEPOSITED AS FILL. CONSTRUCTION AND DEMOLITION MATERIALS ARE NOT PERMITTED AS FILL.
10. THE TOWN OF YORKTOWN PROHIBITS THE REUSE OR USE OF CONCRETE, BRICK, ROCK, GLASS AND ASPHALT OR ANY UNNATURAL MATERIAL TO BE USED AS FILL.
11. THE CONTRACTOR SHALL MAINTAIN SAFE AND ADEQUATE VEHICLE AND PEDESTRIAN ACCESS TO ALL PROPERTIES AFFECTED BY THE WORK OF THIS PROJECT AT ALL TIMES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

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Call 811 before you dig
THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33

NOT FOR CONSTRUCTION

COVER SHEET

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING, D.P.C.
500 MAIN STREET
ARMONK, N.Y. 10504
P: (914) 273-2323
F: (914) 273-2329
WWW.KELSES.COM

STATE OF NEW YORK — MATTHEW J. KELLARD — 076802 — LICENSED PROFESSIONAL ENGINEER

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1.	JUNE 20, 2022: REVISE DRIVEWAY
	REVISIONS

ZD-1 / ZD-7
PROJECT I.D.: YRHOMELAND900
DATE: FEBRUARY 16, 2022

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

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NYSDEC FRESHWATER WETLAND BOUNDARY VALIDATION

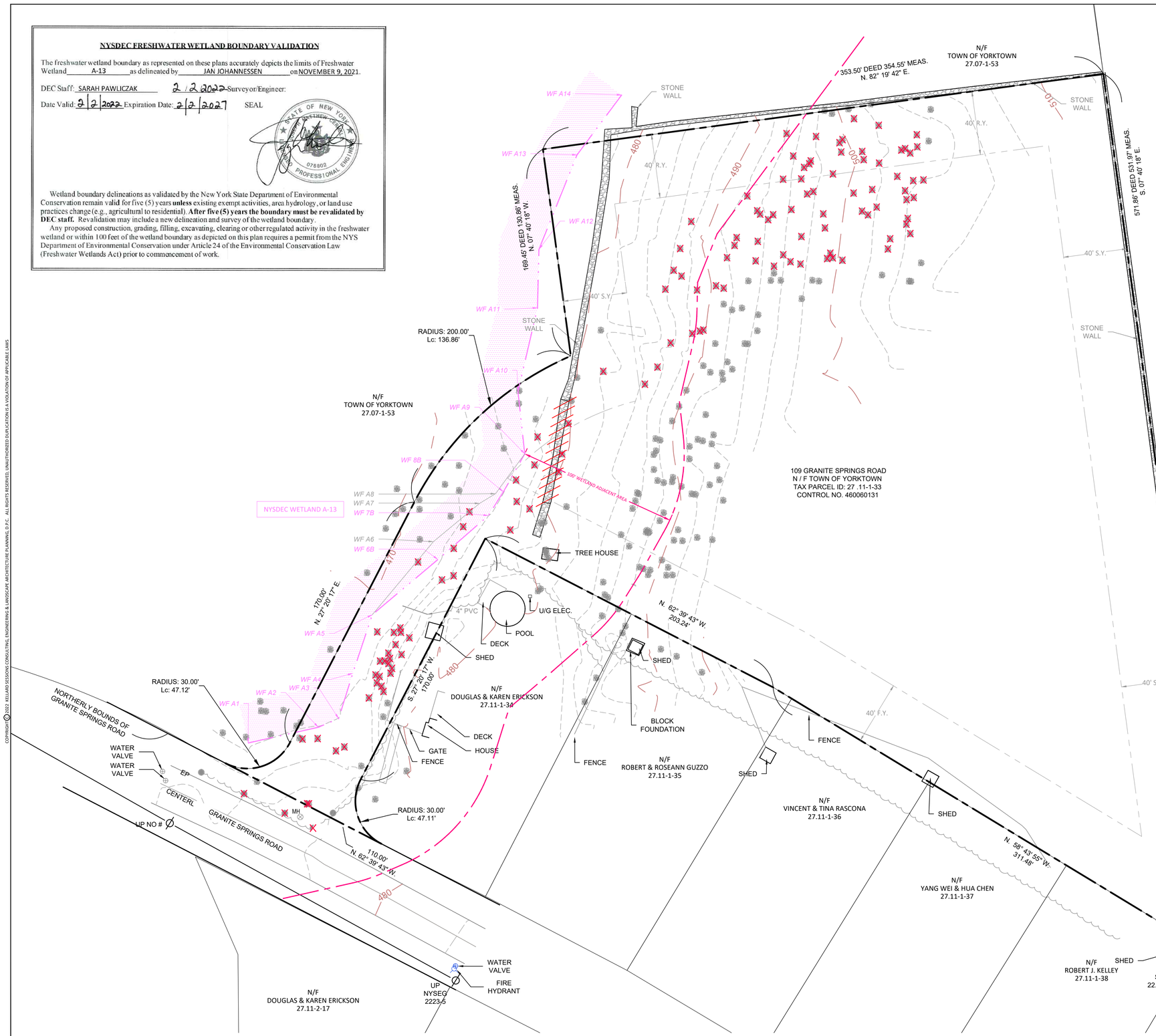
The freshwater wetland boundary as represented on these plans accurately depicts the limits of Freshwater Wetland A-13 as delineated by JAN JOHANNESSEN on NOVEMBER 9, 2021.

DEC Staff: SARAH PAWLICZAK 2/2/2022 Surveyor/Engineer:

Date Valid: 2/2/2022 Expiration Date: 2/2/2027 SEAL

Wetland boundary delineations as validated by the New York State Department of Environmental Conservation remain valid for five (5) years **unless** existing exempt activities, area hydrology, or land use practices change (e.g., agricultural to residential). **After five (5) years the boundary must be revalidated by DEC staff.** Revalidation may include a new delineation and survey of the wetland boundary.

Any proposed construction, grading, filling, excavating, clearing or other regulated activity in the freshwater wetland or within 100 feet of the wetland boundary as depicted on this plan requires a permit from the NYS Department of Environmental Conservation under Article 24 of the Environmental Conservation Law (Freshwater Wetlands Act) prior to commencement of work.



LEGEND

- EXISTING 1' CONTOUR
- 430 EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING NYSDEC WETLAND LINE
- EXISTING NYSDEC 100' WETLAND ADJACENT AREA
- PORTION OF EXISTING WALL TO BE REMOVED

NOTES:

1. SURVEY INFORMATION TAKEN FROM A SURVEY ENTITLED "SITE SURVEY - NY578" PREPARED BY NORTHEAST TOWERS INC., APRIL 15, 2021.
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   DANBURY, CONNECTICUT 06810

   PROPERTY OWNER: TOWN OF YORKTOWN
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   YORKTOWN HEIGHTS, NY 10598
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10. THERE SHALL BE NO TOWER MOUNTED LIGHTING.

30 0 15 30 60 120
1" = 30' FEET

Call811 Dig Safely. New York. Before you dig

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SITE NAME:	GRANITE SPRINGS
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NOT FOR CONSTRUCTION

EXISTING CONDITIONS AND REMOVALS PLAN

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

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1.	JUNE 20, 2022: REVISE DRIVEWAY
	REVISIONS

ZD-2 / ZD-7

PROJECT I.D.: YRHOMELAND900

DATE: FEBRUARY 16, 2022

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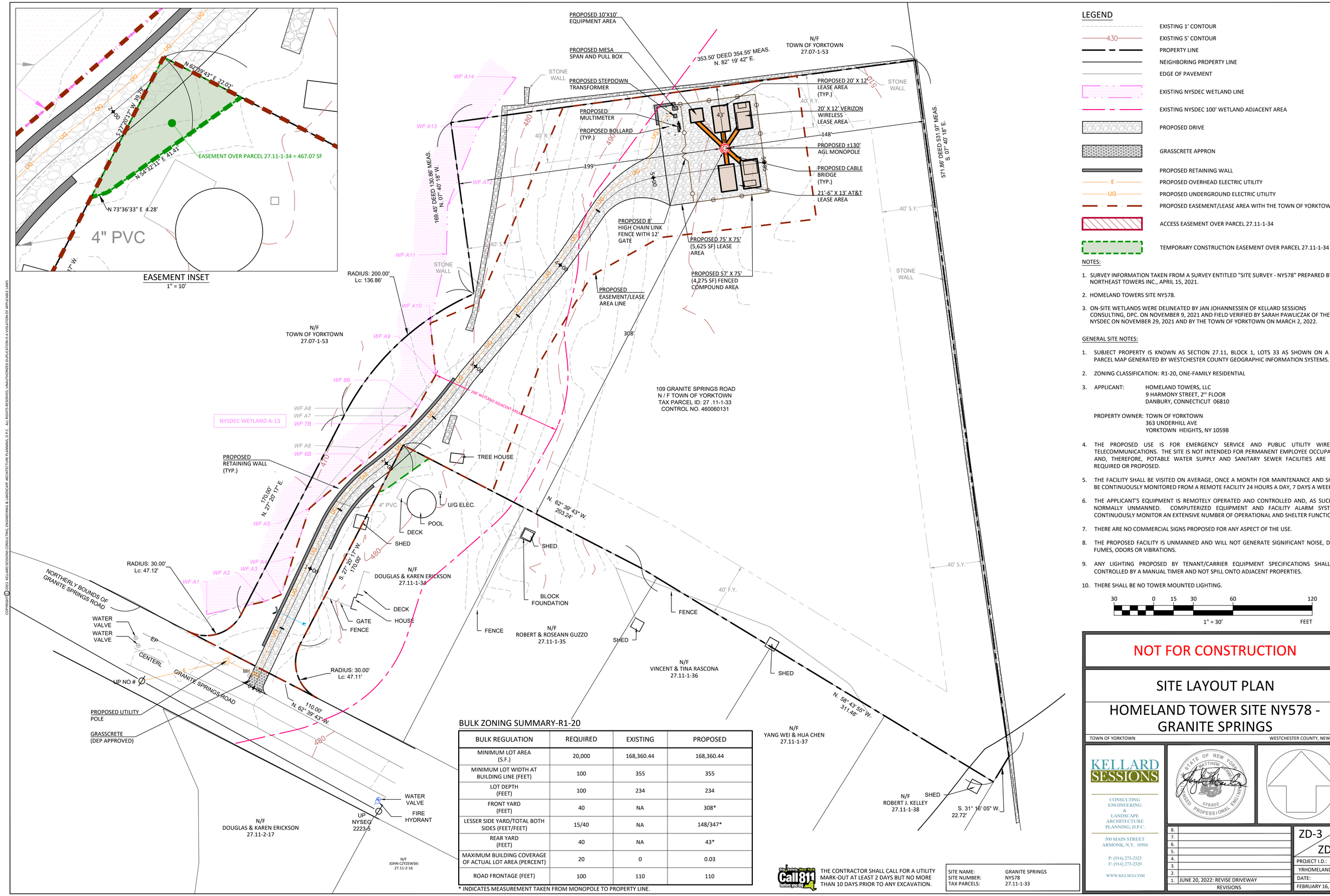
EASEMENT INSET
1" = 10'



LEGEND

- EXISTING 1' CONTOUR
- 430 EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING NYSDEC WETLAND LINE
- EXISTING NYSDEC 100' WETLAND ADJACENT AREA
- PROPOSED DRIVE
- GRASSCRETE APPRON
- PROPOSED RETAINING WALL
- E PROPOSED OVERHEAD ELECTRIC UTILITY
- UG PROPOSED UNDERGROUND ELECTRIC UTILITY
- PROPOSED EASEMENT/LEASE AREA WITH THE TOWN OF YORKTOWN
- ACCESS EASEMENT OVER PARCEL 27.11-1-34
- TEMPORARY CONSTRUCTION EASEMENT OVER PARCEL 27.11-1-34

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30 0 15 30 60 120
1" = 30'
FEET

BULK ZONING SUMMARY-R1-20

BULK REGULATION	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA (S.F.)	20,000	168,360.44	168,360.44
MINIMUM LOT WIDTH AT BUILDING LINE (FEET)	100	355	355
LOT DEPTH (FEET)	100	234	234
FRONT YARD (FEET)	40	NA	308*
LESSER SIDE YARD/TOTAL BOTH SIDES (FEET/FEET)	15/40	NA	148/347*
REAR YARD (FEET)	40	NA	43*
MAXIMUM BUILDING COVERAGE OF ACTUAL LOT AREA (PERCENT)	20	0	0.03
ROAD FRONTAGE (FEET)	100	110	110

* INDICATES MEASUREMENT TAKEN FROM MONOPOLE TO PROPERTY LINE.

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SITE NAME: GRANITE SPRINGS
SITE NUMBER: NY578
TAX PARCELS: 27.11-1-33

NOT FOR CONSTRUCTION

SITE LAYOUT PLAN

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

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1.	JUNE 20, 2022: REVISE DRIVEWAY
	REVISIONS

ZD-3 / ZD-7
PROJECT I.D.: YRHOMELAND900
DATE: FEBRUARY 16, 2022

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LEGEND

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- EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING NYSDEC WETLAND LINE
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- PROPOSED EASEMENT/LEASE AREA WITH THE TOWN OF YORKTOWN
- PROPOSED DRIVE
- GRASSCRETE APPRON
- PROPOSED RETAINING WALL
- PROPOSED SILT FENCE
- PROPOSED OVERHEAD ELECTRIC UTILITY
- PROPOSED UNDERGROUND ELECTRIC UTILITY
- PROPOSED DRAINAGE INLET WITH PROTECTION
- PROPOSED DRAINAGE OUTLET
- PROPOSED DRAINAGE PIPE
- LIMIT OF DISTURBANCE ± 26,639 SF
- TEMPORARY CONSTRUCTION EASEMENT OVER PARCEL 27.11-1-34

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PROPOSED MESA SPAN AND PULL BOX
PROPOSED STEPDOWN TRANSFORMER
PROPOSED MULTIMETER
PROPOSED BOLLARD (TYP.)
PROPOSED 10'X10' EQUIPMENT AREA
353.50' DEED 354.55' MEAS. N. 82° 19' 42" E.
T.W. 500
B.W. 496
PROPOSED 20' X 12' LEASE AREA (TYP.)
20' X 12' VERIZON WIRELESS LEASE AREA
PROPOSED ±130' AGL MONOPOLE
PROPOSED CABLE BRIDGE (TYP.)
21'-6" X 13' AT&T LEASE AREA
STONE WALL
169.45' DEED 130.86' MEAS. N. 07° 40' 18" W.
N/F TOWN OF YORKTOWN 27.07-1-53
RADIUS: 200.00' Lc: 136.86'
PROPOSED 8' HIGH CHAIN LINK FENCE WITH 12' GATE
PROPOSED EASEMENT/LEASE AREA LINE
PROPOSED 75' X 75' (5,625 SF) LEASE AREA
PROPOSED 57' X 75' (4,275 SF) FENCED COMPOUND AREA
T.W. 481
B.W. 480
T.W. 480
B.W. 479
T.W. 478
B.W. 476.5
T.W. 476
B.W. 474
T.W. 473.66
B.W. 472.00
T.W. 475
B.W. 472
T.W. 476
B.W. 472.5
NYSDEC WETLAND A-13
100' WETLAND ADJACENT AREA
PROPOSED RETAINING WALL (TYP.)
L.P. 473.78
N 27° 40' 17" E 170.00'
S 27° 40' 17" W 170.00'
4" PVC
U/G ELEC.
POOL
DECK
SHED
TREE HOUSE
LIMIT OF DISTURBANCE ±26,639 SF
RADIUS: 30.00' Lc: 47.12'
N. 62° 39' 43" W. 203.24'
N/F DOUGLAS & KAREN ERICKSON 27.11-1-34
SHED
BLOCK FOUNDATION
FENCE
N/F ROBERT & ROSEANN GUZZO 27.11-1-35
FENCE
DECK
HOUSE
GATE
FENCE
109 GRANITE SPRINGS ROAD N / F TOWN OF YORKTOWN TAX PARCEL ID: 27 .11-1-33 CONTROL NO. 460060131
WATER VALVE
WATER VALVE
EP
PROPOSED UTILITY POLE
CENTERLIN
UP NO #
GRANITE SPRINGS ROAD
MH
478
477.64
RADIUS: 30.00' Lc: 47.11'
GRASSCRETE (DEP APPROVED)
WF A1
WF A2
WF A3
WF A4
WF A5
WF 6B
WF A6
WF 7B
WF A7
WF A8
WF 8B
WF A9
WF A10
WF A11
WF A12
WF A13

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SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33

NOT FOR CONSTRUCTION

GRADING, UTILITY AND SEDIMENT & EROSION CONTROLS PLAN
HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

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1.	JUNE 20, 2022: REVISE DRIVEWAY
REVISIONS	

ZD-4
ZD-7
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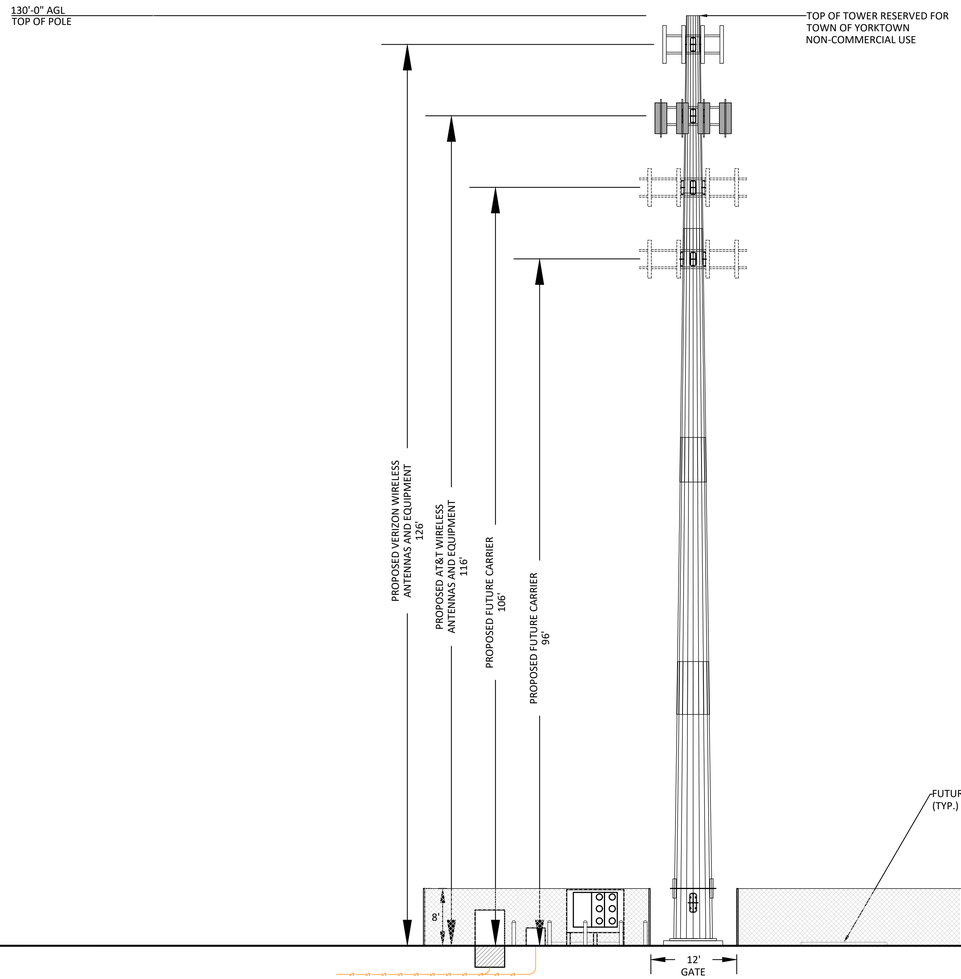
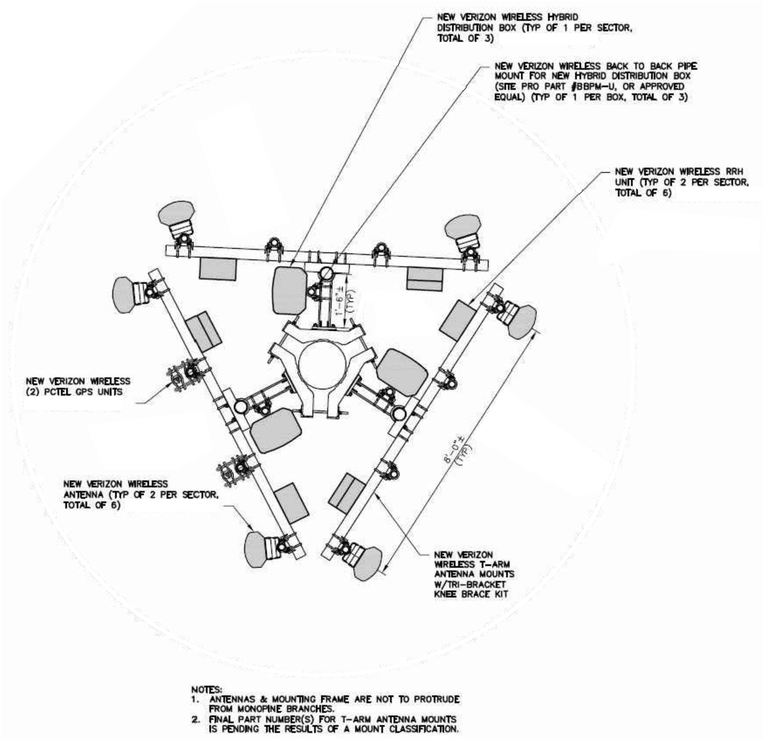
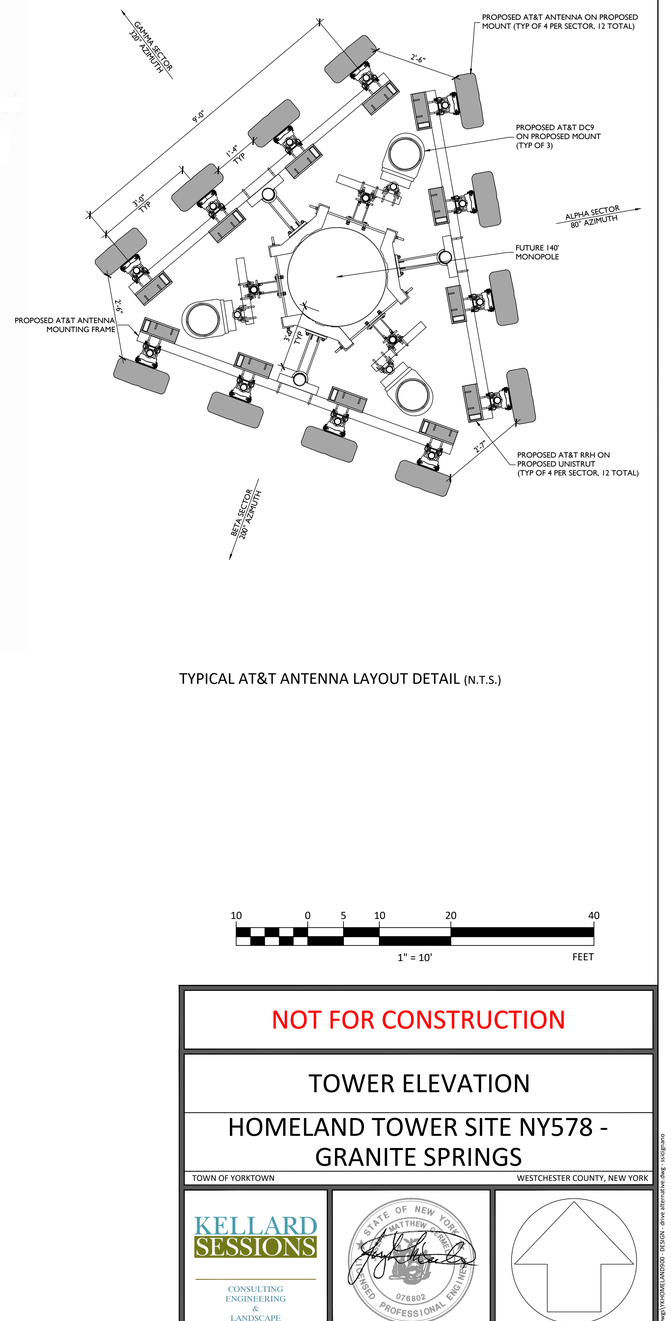




TYPICAL VERIZON ANTENNA LAYOUT DETAIL (N.T.S.)



TYPICAL AT&T ANTENNA LAYOUT DETAIL (N.T.S.)

10 0 5 10 20 40

1" = 10' FEET

NOT FOR CONSTRUCTION

TOWER ELEVATION

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

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ZD-5 / ZD-7

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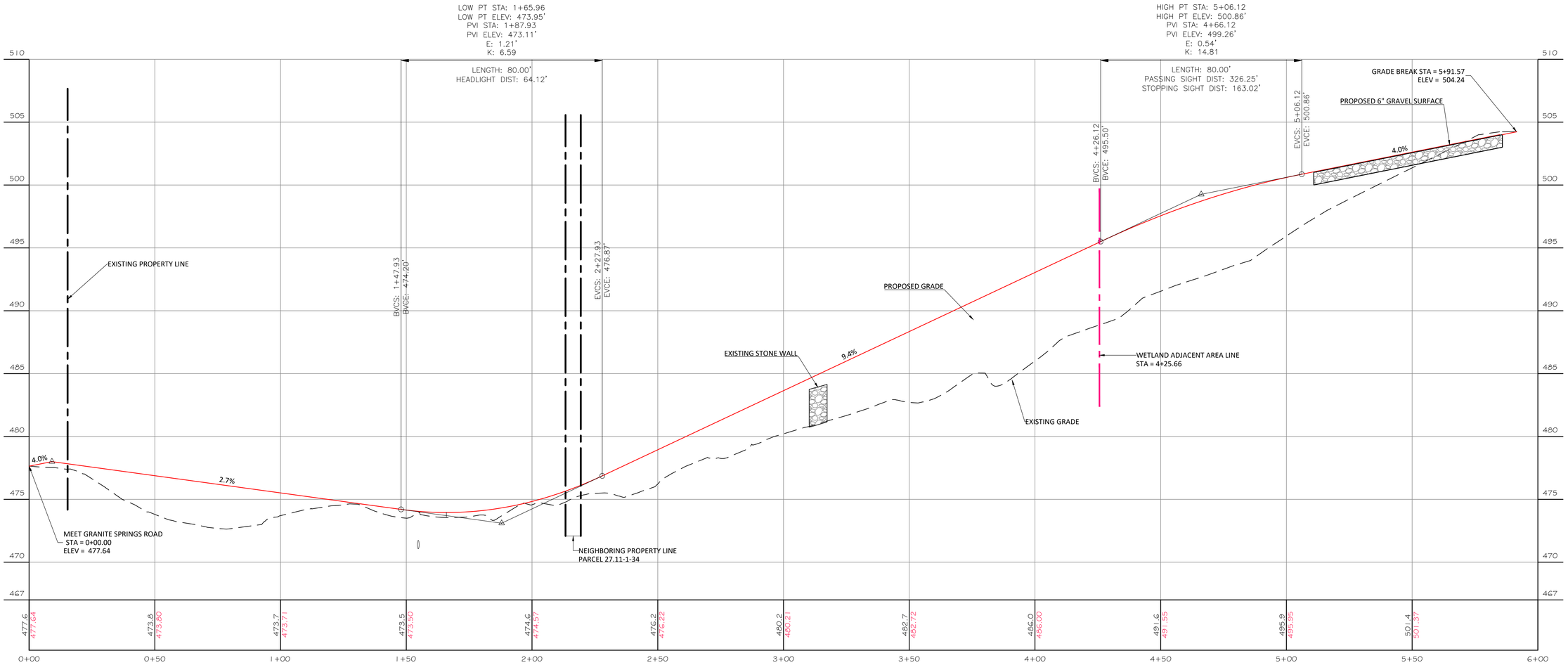
6/16, 2022 - 9:16am G:\YRHOMELAND900\CAD Dwg\YRHOMELAND900- SESDA - drive alternative dwg - bridgeyoo



LEASE AREA ACCESS DRIVE

PROFILE SCALE:
HORIZ: 1"=20'
VERT: 1"=4'

NOT FOR CONSTRUCTION

PROFILE

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

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PROJECT I.D.: YRHOMELAND900

DATE: FEBRUARY 16, 2022

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33

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UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

SILT FENCE DETAIL (N.T.S.)

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

1. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS AT TOP AND MID SECTION.
2. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

POSTS: STEEL EITHER T OR U TYPE OR 2" HARDWOOD

FILTER CLOTH: FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUAL

PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL

STABILIZED CONSTRUCTION ENTRANCE DETAIL (N.T.S.)

CONSTRUCTION SPECIFICATIONS

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACTED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

EROSION AND SEDIMENT CONTROL PLAN

ALL PROPOSED SOIL EROSION AND SEDIMENT CONTROL PRACTICES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING PUBLICATIONS:

- NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION
- NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY (GP-0-20-001)
- TOWN CODE OF YORKTOWN CHAPTER 248 "STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL"

THE PRIMARY AIM OF THE SOIL EROSION AND SEDIMENT CONTROL PLAN IS TO REDUCE SOIL EROSION FROM AREAS STRIPPED OF VEGETATION DURING CONSTRUCTION AND TO PREVENT SILT FROM REACHING THE DRAINAGE STRUCTURES, WETLAND SYSTEMS, WATERCOURSES, WATERBODIES AND DOWNSTREAM PROPERTIES. THE SEDIMENT AND EROSION CONTROL PLAN IS AN INTEGRAL COMPONENT OF THE CONSTRUCTION PHASING AND PROJECT SEQUENCING AND WILL BE IMPLEMENTED TO CONTROL SEDIMENT AND RE-ESTABLISH VEGETATION AS SOON AS PRACTICABLE. THE PLAN WILL BE IMPLEMENTED PRIOR TO THE COMMENCEMENT OF ANY EARTHMOVING ACTIVITIES AND WILL BE MAINTAINED THROUGH THE DURATION OF THE PROJECT.

A COPY OF THE CONTRACTOR CERTIFICATION FORM IS PROVIDED IN STORMWATER POLLUTION PREVENTION PLAN SECTION A. THIS FORM WILL BE SIGNED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITY. EACH CONTRACTOR AND SUBCONTRACTOR SHALL IDENTIFY AT LEAST ONE (1) PERSON FROM THEIR COMPANY THAT WILL BE RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP. THIS PERSON SHALL BE KNOWN AS THE *TRAINED* CONTRACTOR. THE *TRAINED* CONTRACTOR SHALL BE ON SITE ON A DAILY BASIS WHEN SOIL DISTURBANCE ACTIVITIES ARE BEING PERFORMED. THE *TRAINED* CONTRACTOR MUST RECEIVE FOUR (4) HOURS OF NYSDEC ENDORSED TRAINING IN PROPER EROSION AND SEDIMENT CONTROL PRINCIPLES FROM A SOIL AND WATER CONSERVATION DISTRICT, OR OTHER NYSDEC ENDORSED ENTITY. THE *TRAINED* CONTRACTOR MUST RECEIVE FOUR (4) HOURS OF TRAINING EVERY THREE (3) YEARS. THE *TRAINED* CONTRACTOR SHALL INSPECT THE EROSION AND SEDIMENT CONTROL PRACTICES AND POLLUTION PREVENTION MEASURES IMPLEMENTED WITHIN THE CONSTRUCTION AREA ON A DAILY BASIS TO ENSURE THAT THEY ARE BEING MAINTAINED IN EFFECTIVE OPERATING CONDITIONS AT ALL TIMES. IF DEFICIENCIES ARE IDENTIFIED BY THE *TRAINED* CONTRACTOR, THE CONTRACTOR SHALL BEGIN IMPLEMENTING CORRECTIVE ACTIONS WITHIN ONE (1) BUSINESS DAY AND SHALL COMPLETE THE CORRECTIVE ACTIONS IN A REASONABLE TIME FRAME.

THE OWNER/OPERATOR SHALL MAINTAIN AT THE CONSTRUCTION SITE A COPY OF THE NYSDEC SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, GP-0-20-001, THE NOTICE OF INTENT (NOI), THE NOI ACKNOWLEDGMENT LETTER, THE STORMWATER POLLUTION PREVENTION PLAN REPORT, THE MS4 SWPPP ACCEPTANCE FORM AND INSPECTION REPORTS FROM THE *TRAINED* CONTRACTOR INSPECTOR UNTIL ALL DISTURBED AREAS HAVE ACHIEVED FINAL STABILIZATION AND THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE NYSDEC.

THE PROPOSED SOIL EROSION AND SEDIMENT CONTROL DEVICES INCLUDE THE PLANNED EROSION CONTROL PRACTICES OUTLINED BELOW. MAINTENANCE PROCEDURES FOR EACH EROSION CONTROL PRACTICE ARE ALSO PROVIDED HEREIN. THE OWNER OR OPERATOR MUST ENSURE THAT ALL EROSION AND SEDIMENT CONTROL PRACTICES IDENTIFIED HEREIN ARE MAINTAINED IN EFFECTIVE OPERATING CONDITION AT ALL TIMES.

- **STABILIZED CONSTRUCTION ENTRANCE**

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT THE PROJECT ENTRANCE AS INDICATED ON THE PLANS. THE PURPOSE OF THE STABILIZED CONSTRUCTION ENTRANCE IS TO PREVENT VEHICLES LEAVING THE SITE FROM TRACKING SEDIMENT, MUD OR ANY OTHER CONSTRUCTION-RELATED MATERIALS FROM THE SITE ONTO OFF SITE ROADS.

MAINTENANCE/INSPECTION

STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCE IN A MANNER WHICH PREVENTS OR SIGNIFICANTLY REDUCES THE TRACKING OF SEDIMENT/SOIL OFF SITE. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION ENTRANCE DAILY AND AFTER EACH RAIN EVENT FOR DISPLACEMENT OR LOSS OF AGGREGATE. THE CONTRACTOR SHALL TOP-DRESS THE CONSTRUCTION ENTRANCE WHEN DISPLACEMENT/LOSS OF AGGREGATE OCCURS, OR IF THE AGGREGATE BECOMES CLOGGED OR SILTED TO THE EXTENT THAT THE ENTRANCE CAN NO LONGER PERFORM ITS INTENDED FUNCTION. THE CONTRACTOR SHALL INSPECT THE VICINITY OF THE CONSTRUCTION ENTRANCE SEVERAL TIMES A DAY AND IMMEDIATELY REMOVE ANY SEDIMENT DROPPED OR WASHED ONTO OFF SITE ROADS.

- **SILT FENCE**

SILT FENCE (GEOTEXTILE FILTER CLOTH) SHALL BE PLACED IN LOCATIONS DEPICTED ON THE APPROVED PLANS. THE PURPOSE OF THE SILT FENCE IS TO REDUCE THE VELOCITY OF SEDIMENT-LADEN STORMWATER FROM SMALL DRAINAGE AREAS AND TO INTERCEPT THE TRANSPORTED SEDIMENT LOAD. IN GENERAL, SILT FENCE SHALL BE USED AT THE DOWN-GRADIENT PERIMETER OF DISTURBED AREAS, TOE OF SLOPES OR INTERMEDIATELY WITHIN SLOPES WHERE OBVIOUS CHANNEL CONCENTRATION OF STORMWATER IS NOT PRESENT. SILT FENCE SHALL ALWAYS BE INSTALLED PARALLEL TO THE CONTOURS IN ORDER TO PREVENT CONCENTRATED FLOWS FROM DEVELOPING ALONG THE SILT FENCE.

MAINTENANCE/INSPECTION

SILT FENCING SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS. INSPECTIONS SHALL INCLUDE ENSURING THAT THE FENCE MATERIAL IS TIGHTLY SECURED TO THE WOOD POSTS. IN ADDITION, OVERLAPPING FILTER FABRIC SHALL BE SECURE AND THE FABRIC SHALL BE MAINTAINED A MINIMUM OF SIX (6) INCHES BELOW GRADE. IN THE EVENT THAT ANY "BULGES" DEVELOP IN THE FENCE, THAT SECTION OF FENCE SHALL BE REPLACED IMMEDIATELY WITH A NEW FENCE SECTION. ANY VISIBLE SEDIMENT BUILD-UP AGAINST THE FENCE SHALL BE REMOVED IMMEDIATELY AND DEPOSITED ON-SITE A MINIMUM OF 100 FEET OUTSIDE OF ANY REGULATED WETLAND AREA, WATERCOURSE OR WATERBODY.

- **SOIL/MATERIAL STOCKPILING**

ALL SOIL/MATERIAL STRIPPED FROM THE CONSTRUCTION AREA DURING GRUBBING AND GRADING SHALL BE STOCKPILED WITHIN THE VICINITY OF THE LOCATIONS ILLUSTRATED ON THE APPROVED PLANS, OR IN PRACTICAL LOCATIONS ON-SITE.

MAINTENANCE/INSPECTION

ALL STOCKPILES SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS FOR SIGNS OF EROSION OR PROBLEMS WITH SEED ESTABLISHMENT. SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION BY VEGETATING THE STOCKPILE WITH A RAPIDLY-GERMINATING GRASS SEED AND SURROUNDED WITH SILT FENCE. IF THE PROJECT IS ONGOING DURING THE NON-GROWING SEASON, THE STOCKPILES SHALL BE PROTECTED WITH A TARPAULIN COVERING THE ENTIRE STOCKPILE.

- **GENERAL LAND GRADING**

THE APPLICANT/DEVELOPER OR THEIR REPRESENTATIVES SHALL BE ON-SITE AT ALL TIMES WHEN CONSTRUCTION OR GRADING ACTIVITY TAKES PLACE AND SHALL INSPECT AND DOCUMENT THE EFFECTIVENESS OF ALL SEDIMENT AND EROSION CONTROL PRACTICES.

THE INTENT OF THE EROSION CONTROLS IS TO CONTROL ALL DISTURBED AREAS, SUCH THAT SOILS ARE PROTECTED FROM EROSION BY TEMPORARY METHODS AND, ULTIMATELY BY PERMANENT VEGETATION.

- **DUST CONTROL**

WHERE VEGETATIVE OR MULCH COVER IS NOT PRACTICAL IN DISTURBED AREAS OF THE SITE, DUST SHALL BE CONTROLLED BY THE USE OF WATER SPRINKLING. THE SURFACE SHALL BE SPRAYED UNTIL WET. DUST CONTROL SHALL CONTINUE UNTIL SUCH TIME AS THE ENTIRE SITE IS ADEQUATELY STABILIZED WITH PERMANENT VEGETATIVE COVER.

- **POLLUTION PREVENTION MEASURES FOR CONSTRUCTION RELATED ACTIVITIES**

POLLUTION PREVENTION PRACTICES FOR PREVENTING LITTER, CONSTRUCTION CHEMICALS (IF APPLICABLE) AND CONSTRUCTION DEBRIS FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGE INCLUDE DAILY PICKUP OF CONSTRUCTION DEBRIS, INSPECTION, AND PHYSICAL CONTROLS SUCH AS SILT FENCING. INSPECTIONS WILL ALSO BE CONDUCTED TO INSURE THAT DUST CONTROL MEASURES ARE UTILIZED AS NECESSARY. DURING CONSTRUCTION, MAINTENANCE, CONSTRUCTION AND WASTE MATERIALS WILL BE STORED WITHIN SUITABLE AREAS/DUMPSTERS, AS APPROPRIATE, TO MINIMIZE THE EXPOSURE OF THE MATERIALS TO STORMWATER AND SPILL PREVENTION. ALL MAINTENANCE AND CONSTRUCTION WASTE WILL BE DISPOSED OF IN A SAFE MANNER IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

CONSTRUCTION FENCE DETAIL (N.T.S.)

INSTALLATION INSTRUCTIONS

1. T-POST SHOULD BE PLACED A MAXIMUM OF 10 FEET APART
2. VERTICAL STRAND OF FENCE SHOULD BE SANDWICHED BETWEEN FLAT SIDE OF T-POST AND 1"X2" WOOD SLAT
3. WIRE TIES OR PLASTIC CABLE TIES CAN THEN BE USED TO SECURE THE SLAT AND FENCE STRAND TO THE T-POST.

SPLICING INSTRUCTIONS

1. TO CONNECT FENCE SECTIONS, OVERLAP 2 STRAND SECTION FROM EACH END END WEAVE A 1"X2" SLAT THROUGH THE OVERLAPPED STRANDS
2. FENCE SHOULD BE TENSIONED BY HAND ONLY. DO NOT USE MECHANICAL TENSIONERS.

METER AND DISCONNECT (N.T.S.)

CONSTRUCTION ENTRANCE (1" = 10')

CHAIN LINK FENCE DETAIL (N.T.S.)

CHAIN LINK FENCE GATE SIGNS

(WHITE METAL SIGN WITH BLACK LETTERING)

SIGN 'A'

(WHITE METAL SIGN WITH BLACK LETTERING)

SIGN 'B'

(WHITE SIGN W/BLACK AND WHITE LOGO AND RED LETTERING)

SIGN 'C'

NOTE:

1. SEE "CHAIN LINK FENCE WITH GATE DETAIL" FOR SIGN POSITIONING.

Dig Safely. New York Call 811 before you dig

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33

NOT FOR CONSTRUCTION

DETAILS AND NOTES

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN — WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS
CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING, D.P.C.
500 MAIN STREET
ARMONK, N.Y. 10504
P: (914) 273-2323
F: (914) 273-2329
WWW.KELSES.COM

STATE OF NEW YORK · MATTHEW GERMELI · 076802 · LICENSED PROFESSIONAL ENGINEER

REVISIONS	
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1.	JUNE 20, 2022: REVISE DRIVEWAY

ZD-7 / ZD-7

PROJECT I.D.: YRHOMELAND900

DATE: FEBRUARY 16, 2022

Jul 01, 2022 - 9:16am G:\YKHOMELAND900\CAD Dwgs\YKHOMELAND900 - DESIGN - drive alternative.dwg - ssicignano

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

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ZBA Referral Marsocci

RECEIVED
PLANNING DEPARTMENT
JUN 27 2022
TOWN OF YORKTOWN

Interoffice
MEMORANDUM

TO: Planning

FROM: Kyra Brunner, on behalf of the Zoning Board of Appeals

DATE: June 24, 2022

RE: Zoning Board of Appeals Referrals

The Zoning Board of Appeals has requested a report from you with respect to the attached applications:

- Marsocci #37/22
- Marsocci #38/22
- Elezaj #39/22
- Elezaj #40/22

I have attached any plans and/or pertinent materials that were submitted with the applications to assist in your review.

Please submit all reports with the original.

These files are presently in the Town Attorney's office. If any further information is needed, please do not hesitate to call.

The Zoning Board of Appeals will be taking these matters up at the July 28, 2022 meeting.

Thank you for your cooperation.

KB
Attachments

RECEIVED KB
Zoning Board of Appeals Office

JUN 16 2022

TOWN OF YORKTOWN, NY

Town of Yorktown

Building Department

Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 Fax (914) 962-1731

Notice of Denial

To: Ken & Myra Marsocci Date: June 14, 2022

Regarding: Special permit for a farm and a shed used for farm purposes

Name of Applicant: Shades of Green, Inc

Location of Proposed Use/ Development: 1225 White Hill Road

Tax#: Section: Block: Lot(s): 17.10-3-49

Type of Application:

- Building Permit (x)
- Special Use Permit (x)
- Other (specify):()

Zoning District: R1-40

Please Take Notice that your application is denied on the following grounds:

This is an application for a special permit for a farm as per 300-45 and an accessory structure without a principle structure in in R1-40 zone as per section 300-21 and appendix A of the Towns Zoning Code

Please Take Further Notice that it is the right of the property owner or his/her authorized representative to appeal this determination to the Town of Yorktown Zoning Board of Appeals by applying for a use variance, area variance, or interpretation of the applicable section of local law. Appeals applications are available at the Building Department and at the Town web site at www.yorktownny.org.

Assistant Building Inspector

RECEIVED KB
Zoning Board of Appeals Office

JUN 16 2022

TOWN OF YORKTOWN, NY

2022

Town of Yorktown www.yorktownny.org

Building Department
Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 | Fax (914) 962-1731 | Email: building@yorktownny.org

Application for a Special Use Permit

(Please legibly complete all lines on the application)

Office use only

Application #: 37/22 Fee Paid: Y - $625 Date: 6/16/22 Received by: KB

A total of **6 copies** of the following are to be submitted to the Legal Assistant:

- Application Form
- A site plan of the premises, including existing and proposed structures for which relief is requested, location of watercourses and other topographical features if applicable
- Elevation drawings of all buildings and structures involved in the application
- A survey map of premises, prepared by a Licensed Land Surveyor
- Any supporting documents as required by the specific application (Please see Chapter 300, "Zoning", of the Code of the Town of Yorktown for documentation by specific use)
- *Please check with the Building Department to determine if you need to fill out an Environmental Assessment Form

Fee of $625.00 New, $312.00 Renewal

Date: 06/16/2022

All items (1-8) must be completed

1. [x] New Application or [ ] Renewal (check one)
2. Premises located on the south (North, South, East, West) side of whitehill rd (Street, Road, Drive)

   near taconic state parkway
3. Section 36.15 Block 1 Lot 19
4. The Special Use Requested is as follows: farm operation with retail of flowers and plants

   We refer to code 300-45 Farms, Nurseries, greenhouses and cold storage. Permitted special uses

5. Telephone Number (Home) 914-320-5667 (Work) 914-320-5699

6. Email myrasg@icloud.com kmarsocci@icloud.com

7. Address of Subject Property: 1225 Whitehill rd. Yorktown Heights , NY 10598

8. Address of Applicant/Owner: 17 Paulding Lane, Crompond, NY 10517

In the event the permit is issued, the undersigned applicant will comply with all provisions of the Code of the Town of Yorktown and all other applicable laws, codes, rules and regulations of any Federal, State, or County Government, bureau or department thereof, having jurisdiction over said premises and the use to be conducted thereat.

Myra Marsocci	Myra Marsocci	6/16/2022
Name of Applicant (please print)	Signature of Applicant	Date
Name of Owner (If not applicant)	Signature of Owner	Date

RECEIVED KB
Zoning Board of Appeals Office

JUN 16 2022

TOWN OF YORKTOWN, NY 2022

Town of Yorktown www.yorktownny.org

Building Department
Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 | Fax (914) 962-1731 | Email: building@yorktownny.org

Application for a Zoning Variance

(Please legibly complete all lines on the application)

Office use only

Application #: 38/22 Fee Paid: Y - $210 Date: 6/16/22 Received by: KB

A total of **6 copies** of the following are to be submitted to the Legal Assistant:

- Application Form
- Notice of Denial
- A survey map or plot plan showing all existing and proposed buildings and structures
- All data relating to the variance
- *Please check with the Building Department to determine if you need to fill out an Environmental Assessment Form

Fee of $210.00

Date: 06/16/2022

All items (1-9) must be completed

1. Premises located on the south side of whitehill rd
   (North, South, East, West) (Street, Road, Drive)

   near Taconic State Parkway

2. Section 36.15 Block 1 Lot 19

3. Date the title of premise was acquired by the applicant 10/2021

4. The same premises is now improved with a Shed for market stand and cold storage

   (Type of Building or Structure)

5. The Variance Requested is as follows: Farm, nursery, market
Accessory structure less then 500 sq. ft for farm use
code 300-21 appendix A. subsection 4
in a(n) R1-40 zoning district.

6. Telephone Number (Home) 914-320-5667 (Work) 914-320-5699

7. Email myrasg@icloud.com kmarsocci@icloud.com

8. Address of Subject Property: 1225 Whitehill rd. Yorktown Heights NY 10598

9. Address of Applicant/Owner: 17 Paulding ln. Crompond, NY 10517

Myra Marsocci	Myra Marsocci	06/16/2022
Name of Applicant (please print)	Signature of Applicant	Date
Name of Owner (If not applicant)	Signature of Owner	Date

06/16/2022

To the Town of Yorktown Zoning board,

Anther Farm is a flower farm and pollinator habitat located at 1225 White hill rd. in Yorktown. and the forever home to Shades of Green, inc. Shades of Green is an organic garden maintenance company run by Ken and Myra Marsocci dedicated to protecting our environment by developing luxurious colorful gardens without chemical pesticides, herbicides, or fertilizers since 2002.

Myra started growing cut flowers in 2018 as a way to balance the stress of taking care of her mother suffering from dementia, and father's physical decline. A small hobby quickly grew too large for personal use so she established a CSA (Community Supported Agriculture)flower share program through the business located in Mohegan Lake. Local florists and flower enthusiasts noticed and quickly signed up. As the pandemic hit and shut us all down in 2020, we established THE FLOWERHOUSE 10547. We weren't really sure where this would go but felt the community needed to be able to come to a space where the focus was on flowers. A flower hobbyist haven with a casual unpretentious vibe. Mostly to have fun and enjoy flowers for what they are, nature's masterpieces, without preservatives or chemicals or plastics. The FLOWERHOUSE reuses donated or thrifted vases as well as mason jars to make arrangements with no floral foam or other plastic waste.

The support from our CSA share holders and interest in locally grown sustainable flowers from near and far has led us to Anther Farm. In June of 2021, Shades of Green started growing flower crops on what had been a community garden and finalized purchase of the land in October 2021. June of 2022 we were also able to move our garden and nursery operations for THE FLOWERHOUSE. Now the fun really begins as we establish Anther Farm as a place to grow chemical free flowers that fill our souls, and feed our pollinators that are in critical decline.

Shades of green has worked with Pollinator Pathways, Healthy Yards, The City of Yonkers Daylighting parks, and Planting Westchester to help promote healthy habitats for migrating pollinators. We use our gardening experience and knowledge of horticulture to incorporate native plants into backyards and public settings to inspire people with artistry. We have always been reassured by nature's design that the less manufactured the gardens are, the better they perform and give back 10 fold. We hope that you will join us on this journey by becoming interested in the landscape around you, enjoy the flowers that grow here, and share your enthusiasm for locally grown, sourced, chemical free flowers.

We have USDA farm number 118 tract 134, we are also pending approval into the Westchester Ag district this fall of 2022 with favorable recommendation. We look forward to joining the list of Yorktown farms and Yorktowns dedication to developing healthy habitats for our native pollinators.

Sincerely,
Myra and Ken Marsocci
Shades of Green, inc.

RECEIVED KB
Zoning Board of Appeals Office

JUN 16 2022

TOWN OF YORKTOWN, NY

	Farm Production and Conservation	Farm Service Agency	Dutchess/Putnam/Ulster/Westchester 2715 Route 44 Millbrook, NY 12545-5566 845.677.3952 Phone

November 4, 2022

Shades of Green, Inc.
Box 523
Crompond NY 10517

Dear Kenneth,

The Dutchess/Putnam/Ulster/Westchester County FSA Committee has completed the review of the farm operating plan and supporting documentation submitted on behalf of **Shades of Green, Inc. for 2022.** The Dutchess/Putnam/Ulster/Westchester County FSA Committee understands that **Shades of Green, Inc.** is a properly chartered corporation having **2** stockholders. Corporate interests are as follows:

Kenneth Marsocci	SS# XXX-XX-**0879**	Share **50%**
Myra Marsocci	SS# XXX-XX-**7732**	Share **50%**

Based on the information submitted, the Committee determined the following:

- **Shades of Green, Inc** is "actively engaged in farming" and eligible for payments under programs subject to the payment eligibility and payment limitation provisions.
- **Shades of Green, Inc** is restricted to one limitation for payment limitation purposes and payments will be attributed to each stockholder in accordance with the ownership share represented.
- Foreign Person and Minor Child Rules have been met
- Common attribution does not apply for payment limitation purposes

These determinations will remain in effect for the current and subsequent years and a new farm operating plan will not be required unless a change occurs in your farming operation that would affect these determinations. These determinations are based on the facts as submitted. You are responsible for promptly notifying the Dutchess/Putnam/Ulster/Westchester FSA county Committee in writing of any change that would affect these determinations. Any unrevealed circumstances could require the application of a more restrictive rule.

/s/ *Hans Persoon*

Hans Persoon
County Executive Director
USDA; Farm Service Agency

Producer Farm Data Report
Crop Year: 2022

Date: 6/1/22 8:09 AM
Page: 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained the MIDAS system, which is the system of record for Farm Records.

Producer Name and Address

SHADES OF GREEN, INC.
PO BOX 523
CROMPOND NY 10517-0523

Telephone: (914) 526-8470

Recording County Office Name

Westchester, New York

Number of Farms	Number of Tracts	Farmland	Cropland	DCP Cropland	CRP Cropland	Eff DCP Cropland
1	1	8.49	1.17	1.17	0.0	1.17

State & County	Farm	Tract	Relationship to Farm Tract	Producer	Farmland	Cropland	DCP Cropland	CRP Cropland	Eff DCP Cropland	HEL Code	Wetland Code
Westchester, NY	118	134	Operator	SHADES OF GREEN, INC.	8.49	1.17	1.17	0.0	1.17	DNC	DNC
			Owner	MARSOCCI, MYRA							
			Owner	MARSOCCI, KENNETH							

HEL Codes	SA = HEL: Sys Applied SNA = HEL: Sys Not Applied	SNR = HEL: Sys Not Required 2YR = HEL: 2-yr Implement	DNC = Determination Not Complete N = Not HEL	**Wetland Codes**	WL = Wetland N = No Wetland	DNC = Determination Not Complete

USDA United States Department of Agriculture

Westchester County, New York

Farm 118

Tract 134

All producer shares 100% unless otherwise indicated

Planting Pattern = Solid unless otherwise indicated

2022 Program Year

Map Created April 24, 2022

Common Land Unit
Non-Cropland
Land Class Code
Cropland

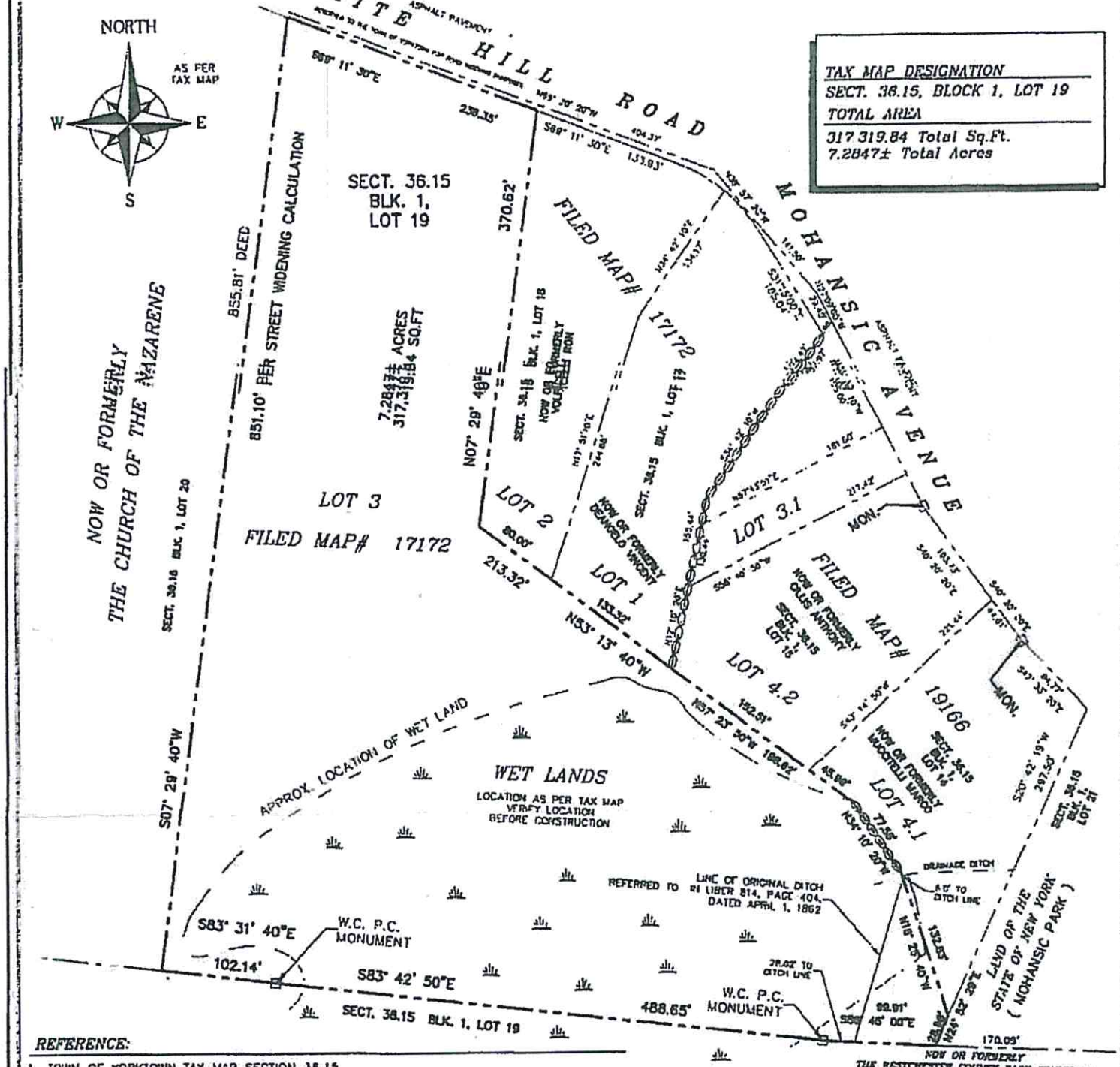
Wetland Determination Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 1.17 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or 2021 National Agricultural Imagery Program (NAIP) imagery. (EAWS) The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

RAMSAY LAND SURVEYING, P.C.
PROFESSIONAL LAND SURVEYORS-PLANNERS

TITLE # RR-W-42897-21



TAX MAP DESIGNATION
SECT. 36.15, BLOCK 1, LOT 19

TOTAL AREA
317,319.84 Total Sq.Ft.
7.2847± Total Acres

REFERENCE:

1. TOWN OF YORKTOWN TAX MAP SECTION 36.15
2. MAP FILED IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOT NO 3 ON A CERTAIN MAP ENTITLED, "SUBDIVISION MAP OF PROPERTY FOR THE CHURCH OF THE NAZARENE SITUATE IN THE TOWN OF YORKTOWN, WESTCHESTER COUNTY, NEW YORK", DATED APRIL 27, 1970. PREPARED BY J. HENRY CARPENTER & CO. CIVIL ENGINEERS & LAND SURVEYORS, YORKTOWN HEIGHTS , N.Y. AND FILED IN THE OFFICE OF THE COUNTY CLERK OF WESTCHESTER, DIVISION OF LAND RECORDS JULY 15, 19770 AS FILED MAP NO. 17172.

SCALE 1" = 100'

RAMSAY LAND SURVEYING, P.C.
PROFESSIONAL LAND SURVEYORS-PLANNERS
3024 RADCLIFF AVENUE
BRONX, NEW YORK 10469
PH. # 718 601 9753
FAX : 718 796 9203
MOBILE # 917 544 8174
OFFICE # 718 884 2763

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. SAID CERTIFICATIONS SHALL RUN ONLY TO THE PERSON AND OR THE ORGANIZATION FOR WHOM THIS SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENT AGENCY AND LENDING INSTITUTION LISTED HEREON AND TO THE SUCCESSORS AND OR ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBSECTION 2, OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MAP MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED OR INKED SEAL SHALL BE CONSIDERED TO BE A VALID TRUE COPY.

CERTIFICATIONS:

1. SHADES OF GREEN, INC.
2. STEWART TITLE INSURANCE COMPANY
3. RECORD & RETURN TITLE AGENCY, INC

TITLE SURVEY OF

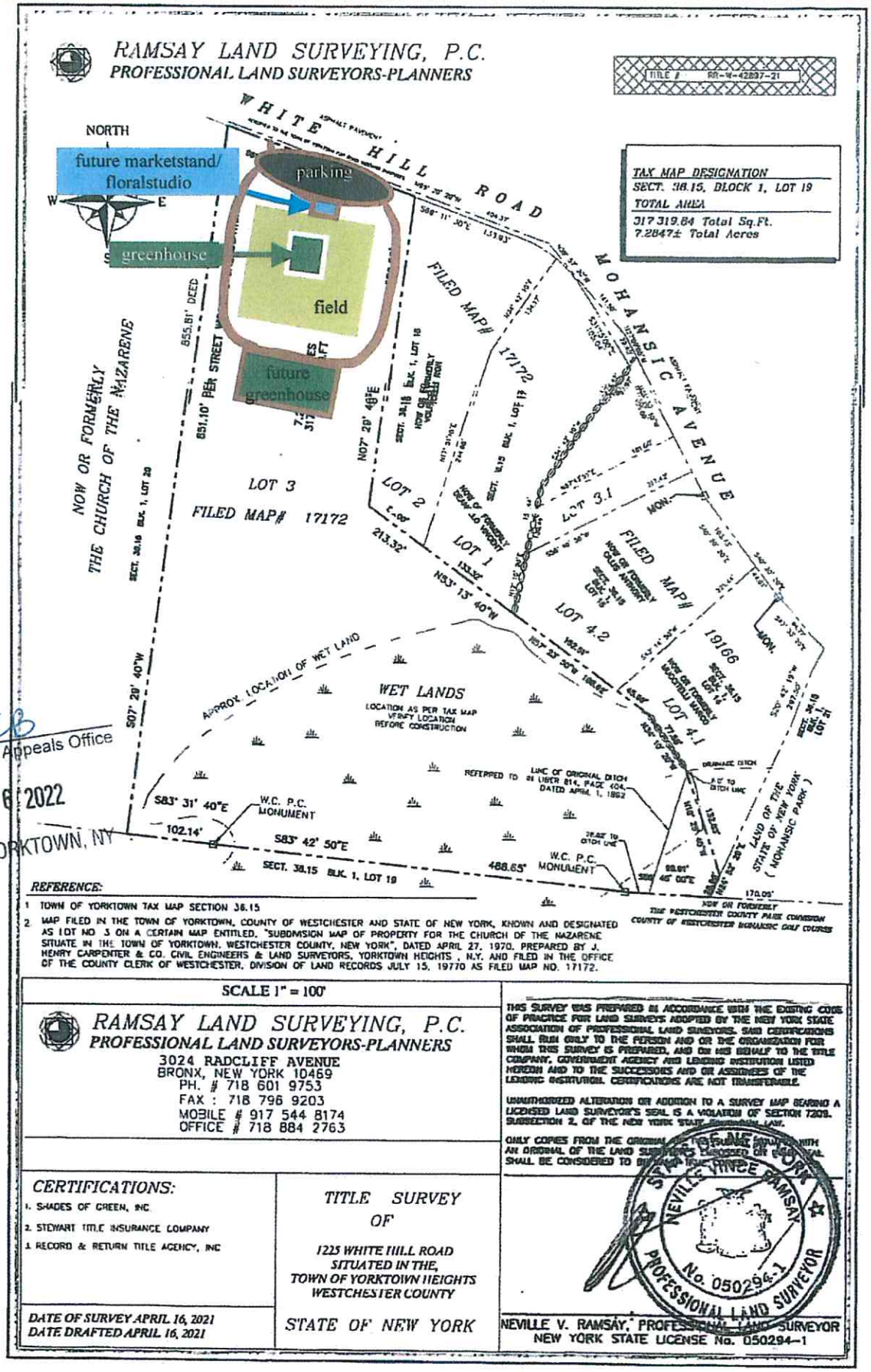
1225 WHITE HILL ROAD
SITUATED IN THE,
TOWN OF YORKTOWN HEIGHTS
WESTCHESTER COUNTY

STATE OF NEW YORK

DATE OF SURVEY APRIL 16, 2021
DATE DRAFTED APRIL 16, 2021

STATE OF NEW YORK
NEVILLE VINCE RAMSAY
No. 050294-1
PROFESSIONAL LAND SURVEYOR

NEVILLE V. RAMSAY, PROFESSIONAL LAND SURVEYOR
NEW YORK STATE LICENSE No. 050294—1



REFERENCE:

1. TOWN OF YORKTOWN TAX MAP SECTION 38.15
2. MAP FILED IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOT NO 3 ON A CERTAIN MAP ENTITLED, "SUBDIVISION MAP OF PROPERTY FOR THE CHURCH OF THE NAZARENE SITUATE IN THE TOWN OF YORKTOWN, WESTCHESTER COUNTY, NEW YORK", DATED APRIL 27, 1970, PREPARED BY J. HENRY CARPENTER & CO. CIVIL ENGINEERS & LAND SURVEYORS, YORKTOWN HEIGHTS , N.Y. AND FILED IN THE OFFICE OF THE COUNTY CLERK OF WESTCHESTER, DIVISION OF LAND RECORDS JULY 15, 19770 AS FILED MAP NO. 17172.

SCALE 1" = 100'

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ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED OR EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

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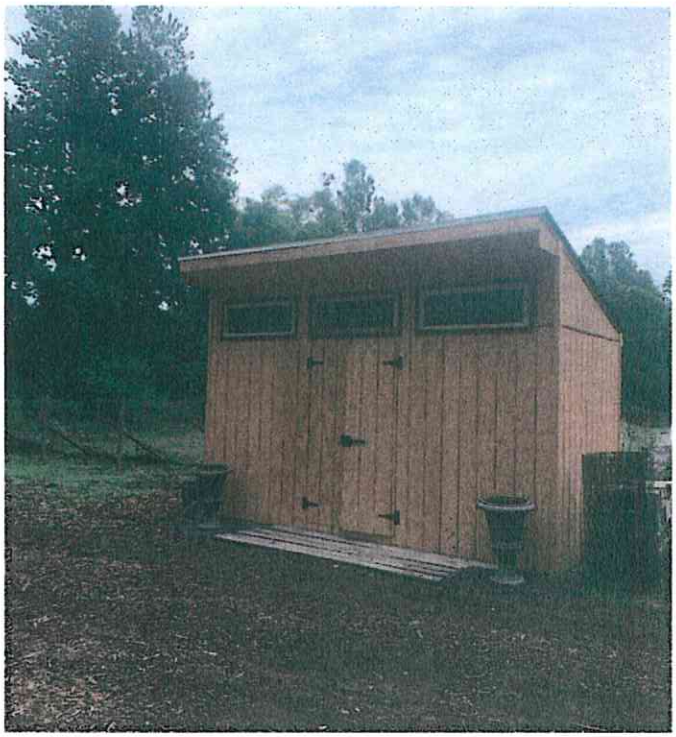
1225 WHITE HILL ROAD
SITUATED IN THE,
TOWN OF YORKTOWN HEIGHTS
WESTCHESTER COUNTY

STATE OF NEW YORK

DATE OF SURVEY APRIL 16, 2021
DATE DRAFTED APRIL 16, 2021

NEVILLE V. RAMSAY, PROFESSIONAL LAND SURVEYOR
NEW YORK STATE LICENSE No. 050294-1

RECEIVED KB
Zoning Board of Appeals Office
JUN 16 2022
TOWN OF YORKTOWN, NY



Floral cooler and Market Stand
Dimensions 8' x 16'
Peak 11'

Christopher Taormina, RA
Chairman

Matthew Slater
Town Supervisor

TOWN OF YORKTOWN

ADVISORY BOARD ON ARCHITECTURE & COMMUNITY APPEARANCE (*ABACA*)

Albert A. Capellini Community and Cultural Center, 1974 Commerce Street, Yorktown Heights, New York 10598, Phone (914) 962-6565

To: Zoning Board of Appeals
From: ABACA
Date: July 13, 2022
Subject: **Marsocci – ZBA Referral #37/22, 38/22**
36.15-1-19; 1225 Whitehill Road

RECEIVED
PLANNING DEPARTMENT
JUL 13 2022
TOWN OF YORKTOWN

Documents Submitted:	Date:	Referred by:
Application with associated materials	6/24/2022	Kyra Brunner, ZBA

The Advisory Board on Architecture and Community Appearance reviewed the above referenced subject at their meeting held on Tuesday, July 12, 2022. Myra and Ken Marsocci, property owners, were present. Mr. & Mrs. Marsocci explained that the application is for a special permit for a farm operation with retail of flowers and plants; and a zoning variance for an accessory structure without a principle structure in the R1-40 zone for use as a floral cooler and market stand.

The Board feels that the proposed "shed" seems fitting for the proposed farm use and area. The Board feels that it is refreshing to see an establishment of a relatively unique nature being brought forth that is both forward thinking and reflective of the historical nature of farming in this area and our town.

The ABACA does not object to the variances as presented.

Christopher Taormina
Christopher Taormina, RA
Chairman

/nc
Attachments
CC: Applicant
Building Inspector
Planning Department
Planning Board

§ 300-□□. □chedule o□□egulations.□

A. □ection 300-21 □also referred to in this code as the □□chedule of □egulations□□sets forth the uses of land and buildings for the zoning districts established by this chapter. The regulations on the height of buildings, yards, open space spaces, the area of lots, coverage of lots, off-street parking space, loading space and other matters related to the siting and construction of improvements under this chapter are set forth in □ 300-13 and elsewhere in this chapter, and in Appendix A □□esidential Zone □tandards□ and Appendix B □Business and □ndustry Zone □tandards□to this code. The regulations set forth in Appendix A and Appendix B shall be deemed to be the minimum requirements in every instance of their application for each district, unless otherwise indicated. □□**mended □□-□5-□0□□ □□ □.□. □o. □□-□0□□□**

B. □t is the intention that the uses set forth for each district shall not be permitted uses in the following districts unless allowed specifically or by reference as permitted uses in said following districts. □nly those uses listed for each district as being permitted shall be permitted. □ses not listed specifically or by reference as being permitted in a district shall be nonpermitted uses in that district, and such nonpermitted uses are prohibited. □□**mended □-□-□□□□ □□ □.□. □o. □-□□□□□**

C. □se regulations. □□**mended 4-□5-□□□0 □□ □.□. □o. 3-□□□0□□□-□-□□□0 □□ □.□. □o. 5-□□□0□ □0-□0-□□□□ □□ □.□. □o. □□-□□□□□ □-□5-□□□□ □□ □.□. □o. □-□□□□□ □-□0-□□□□ □□ □.□. □o. □-□□□□□□-□5-□□□3 □□ □.□. □o. □-□□□3□4-5-□□□3 □□ □.□. □o. □-□□□3□ □-□□-□□□5 □□ □.□. □o. □-□□□5□ □-□-□□□□ □□ □.□. □o. 3-□□□□□ □-□□-□□□□ □□ □.□. □o. □□-□□□□□5-□□-□□□□ □□ □.□. □o. 3-□□□□□3-3-□□□□ □□ □.□. □o. 5-□□□□□5-□□-□□□□ □□ □.□. □o. □3-□□□□□ □-□□-□□□□ □□ □.□. □o. □5-□□□□□ □□-□4-□□□□ □□ □.□. □o. 3□-□□□□□□□-□5-□□□□ □□ □.□. □o. 4□-□□□□□□-□□-□□□□ □□ □.□. □o. □□-□□□□□ □-□□-□□□0 □□ □.□. □o. □□-□□□0□ □-□5-□□□3 □□ □.□. □o. □□-□□□3□ 5-3-□□□4 □□ □.□. □o. □5-□□□4□ □-□5-□□□4 □□ □.□. □o. □□-□□□4□ □-□0-□□□□ □□ □.□. □o. 4-□□□□□5-□□-□□□□ □□ □.□. □o. □-□□□□□□-4-□00□ □□ □.□. □o. 5-□00□□5-□-□00□ □□ □.□. □o. □-□00□□ □□-□□-□00□ □□ □.□. □o. □5-□00□□ □-□-□00□ □□ □.□. □o. 3-□00□□□-4-□00□ □□ □.□. □o. □□-□00□□□-3-□0□□ □□ □.□. □o. □-□0□□□**

□1□ □ingle-family residential districts, □1-200, □1-1□0, □1-□0□□1-□0□□1-20 and □1-10.

□a□ □ermitted main uses in the above-mentioned districts shall be as follows:

□1□ □ne single-family dwelling per lot.

□2□ □ublic elementary, middle, and high schools.

□3□ Governmental use of the Town of □orktown, New □ork, except incinerators or dumps.

□□□ Farms, farm uses, customary farm occupations, stables, plant and tree nurseries and greenhouses in accordance with the provisions of □300-□5, provided that no retail sales space greater than 500 square feet in area is maintained on the premises in connection with their use.

§ 300-45. Farms, nurseries, greenhouses and cold storage.

A. A farm, farm use or customary farm occupation shall be permitted only as defined in this chapter and as limited thereby but shall include the incidental raising of horses, cattle, sheep, hogs and poultry.

B. No building or structure used for any of the above purposes shall be erected on a lot of less than five acres in area nor closer than 100 feet to any property line. No buildings, pens or runs for hogs or chickens shall be permitted within 150 feet of any property line.

C. The total floor area of all buildings used for such purposes shall not exceed 5% of the lot area. No single building shall have a total floor area in excess of 5,000 square feet or a horizontal dimension greater than 100 feet, except that these dimensions may be increased to 10,000 square feet and 200 feet if the building is set back at least 200 feet from all property lines. Buildings shall be erected at least 30 feet apart.

D. No cold storage plant may use more than 20 horsepower, nor may more than 50% of the floor area of such plant be used by persons other than the farm owner or resident of the premises.

E. The Zoning Board of Appeals shall determine that all buildings are located so as to be harmonious with the topography. The Board shall require suitable fencing and may require landscaping and screening.

F. No storage of manure or other odor- or dust-producing substance shall be permitted within 200 feet of any property line.

G. No sign other than one facing each public street, announcing the name of the farm and having a total sign area of no more than six square feet, shall be permitted.

H. The provisions of this section shall not apply to, and no special permit shall be required for, the operation of a private noncommercial garden in which produce is raised for personal use only and none of which is offered for sale.

ZBA Referral Elezaj

RECEIVED
PLANNING DEPARTMENT
JUN 27 2022
TOWN OF YORKTOWN

Interoffice
MEMORANDUM

TO: Planning

FROM: Kyra Brunner, on behalf of the Zoning Board of Appeals

DATE: June 24, 2022

RE: Zoning Board of Appeals Referrals

The Zoning Board of Appeals has requested a report from you with respect to the attached applications:

- Marsocci #37/22
- Marsocci #38/22
- Elezaj #39/22
- Elezaj #40/22

I have attached any plans and/or pertinent materials that were submitted with the applications to assist in your review.

Please submit all reports with the original.

These files are presently in the Town Attorney's office. If any further information is needed, please do not hesitate to call.

The Zoning Board of Appeals will be taking these matters up at the July 28, 2022 meeting.

Thank you for your cooperation.

KB
Attachments

Town of Yorktown
Building Department
Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 Fax (914) 962-1731

Notice of Denial

To: Alex Elezaj Date: May 19, 2022

Regarding: Accessory Apartments

Name of Applicant: 1658 Amazon Road LLC / Alex Elezaj

Proposed Use/ Development: N/A

Location of Proposed Use/ Development: 1658 Amazon Rd

Tax#: Section: Block: Lot(s): 25-12-2-32
Type of Application:

- Building Permit (X)
- Special Use Permit (X) Type of Proposed Use: ( )
- Other

Zoning District: R1-40

Please Take Notice that your application is denied on the following grounds:

This is an application to legalize three (3) accessory apartments in a single family home with an existing non-conforming cottage making the total of four (4) dwelling units in a single family district. Variances will be required from 300-21C(1)(a)[1] and 300-38B(5),(8) and (9) of the Towns Zoning Code as well as a special permit.

Please Take Further Notice that it is the right of the property owner or his/her authorized representative to appeal this determination to the Town of Yorktown Zoning Board of Appeals by applying for a use variance, area variance, or interpretation of the applicable section of local law. Appeals applications are available at the Building Department and at the Town web site at www.yorktownny.org.

Assistant Building Inspector
Steven Fraietta

1658 Amazon Road

Town of Yorktown www.yorktownny.org 2022

Building Department
Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 | Fax (914) 962-1731 | Email: building@yorktownny.org

Application for a Special Use Permit - Accessory Dwelling

(Please legibly complete all lines on the application)

Office use only

Application #: 39/22 Fee Paid: _____ Date: _____ Received by: _____

A total of **6 copies** of the following are to be submitted to the Legal Assistant:

- Application Form
- Floor plan of the house, showing the location of the main units, accessory units, and parking plans
- Property Survey
- *Please check with the Building Department to determine if you need to fill out an Environmental Assessment Form

Fee of $187.00

All items (1-24) must be completed

DATE: 6/13/2022

1. [X] New Application or [ ] Renewal (check one)

1a: If renewal: Expiration of previous grant _____

1b: If renewal: Have conditions changed since previous grant? [ ] Yes [ ] No (check one)

If yes, please specify _____

2. Is the accessory dwelling unit [X] existing or [ ] proposed (check one)
3. Name of Applicant Michael Piccirillo, AIA
4. Address of Property 1658 Amazon Road, Mohegan Lake, NY
5. Address of Applicant (if different than property) 371 North Avenue, New Rochelle, NY 10801
6. Tax Designation Section 25.12 Block 2 Lot(s) 32
7. Lot Area 1.276 Acres
8. Portion of Dwelling occupied by owner:
   - Location in Dwelling None
   - # of Rooms _____ # of Bedrooms _____
   - Square Feet _____
9. Portion of Dwelling occupied by tenant:
   - Location in Dwelling Cottage House & 2nd Floor Unit in 3 Family Structure
   - # of Rooms 2nd Floor Unit = 3 Rooms / Cottage House = 4 Rooms # of Bedrooms 2nd Floor Unit = 1 Bedroom / Cottage House = 2 Bedrooms
   - Square Feet 2nd FIlor Unit = 576 sq ft & Cottage House = 1,500 sq ft
10. Total Square Feet of Dwelling 2,221 sq ft = 3 Family; 1,500 = Cottage Total # of Bedrooms 5 Bedrooms = 3 Family / 2 Bedrooms = Cottage House

11. The accessory dwelling unit will be occupied by ☐ Owner ☒ Tenant (check one)
12. Number of Vehicles in use for entire residence 3
13. Number of Off Street spaces provided 0
14. Owner of Title (if different from applicant) 1658 Amazon Road LLC
15. Date owner received title to the property 03/12/2020
16. Date owner actually occupied the residence Property was already occupied
17. Has owner continuously occupied the residence since date of initial occupancy?
    ☐ Yes ☒ No (check one)
    If no, please explain Owner has never occupied the property. Property is and has been tenant occupied
18. Has the house been enlarged by construction of an addition? ☐ Yes ☒ No (check one)
    If yes, on what date was addition completed? _____
19. Does owner have any boarders living in the premises? ☐ Yes ☒ No (check one)
20. Telephone Number (Home) 646-326-4444 (Work) 646-504-3255
21. Email alex.elezaj@gmail.com
22. As applicant, I hereby acknowledge that:
    A. The request is for a permit for a period of up to three years.
    B. The permit must be renewed at the end of such time.
    C. The property will be maintained in a neat and orderly manner.
    D. The peace and tranquility of the neighborhood will be insured.
    E. If conditions change or the property is sold, this permit shall be null and void.
    F. The permit is not transferable.
    G. If the application is approved, the applicant agrees to comply with all the requirements of Section 300-38 of the Zoning Ordinance of the Town of Yorktown, and the New York State Fire Prevention and Building Code.
    H. If I do not continue to comply with the requirements of the permit, it may be revoked.

Signature of Applicant — Date 6/13/22

Signature of Owner (If not applicant) — Date 06/13/2021

NOTICE: Smoke detectors and Carbon monoxide detectors are now required in all homes. The detectors may be battery operated (in existing dwellings and apartments only) or direct-wired, and must be located as follows:

- **SMOKE DETECTORS:** 1 in every bedroom, 1 outside the bedrooms, and 1 on every floor level. This includes the accessory dwelling and the main dwelling.
- **CARBON MONOXIDE DETECTORS:** On the lowest floor level containing a bedroom in each dwelling unit (accessory and main dwelling).
- Please have the smoke detectors and carbon monoxide detectors installed and operational at the time of your accessory dwelling inspection.

Town of Yorktown www.yorktownny.org 2022

Building Department
Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 | Fax (914) 962-1731 | Email: building@yorktownny.org

Application for a Zoning Variance

(Please legibly complete all lines on the application)

Office use only

Application #: 40/22 Fee Paid: _____ Date: _____ Received by: _____

A total of **6 copies** of the following are to be submitted to the Legal Assistant:

- Application Form
- Notice of Denial
- A survey map or plot plan showing all existing and proposed buildings and structures
- All data relating to the variance
- *Please check with the Building Department to determine if you need to fill out an Environmental Assessment Form

Fee of $210.00

Date: 6.13.22

All items (1-9) must be completed

1. Premises located on the NORTH side of ARROW ROAD
   (North, South, East, West) (Street, Road, Drive)

   near MAQUA TRAIL

2. Section 25.12 Block 2 Lot 32

3. Date the title of premise was acquired by the applicant 3/13/2020 *

4. The same premises is now improved with a 2 WOOD FRAME BUILDINGS & GARAGE.
   (Type of Building or Structure)

5. The Variance Requested is as follows: THIS IS AN APPLICATION TO LEGALIZE 3 ACCESSORY APARTMENTS IN A SINGLE FAMILY HOME WITH AN EXISTING NON-CONFORMING COTTAGE MAKING FOR 4 DWELLING UNITS ON THE PROPERTY VARIANCES REQ'D. FROM SECTION 300-21C(1)(a)§17 & SECTION 300-33B(5),(8),(9) OF THE ZONING CODE in a(n) R1-40 zoning district.

6. Telephone Number (Home) 646 324 4444 (Work) 646 504 3255

7. Email Alex.Elezaj@gmail.com

8. Address of Subject Property: 1658 Amazon Road
Mohegan Lake, NY 10547

9. Address of Applicant/Owner: Alex Elezaj
371 North Avenue
New Rochelle NY 10801

Michael Piccirillo		6.13.22
Name of Applicant (please print)	Signature of Applicant	Date
Alex Elezaj		6/13/2022
Name of Owner (If not applicant)	Signature of Owner	Date

DESCRIPTION

USES	CONST.	FNDTNS.	EXT. WALLS	MISC.
✓ Single Dwlg.	✓ Wood Frame	✓ Stone	Wood Siding	P.G. Store Front
Double Dwlg.	Steel Frame	Concrete	Brick	Sprinkler
Duplex Dwlg.	Reinf. Conc.	Brick	Brick Cased	Stone Walls
Bungalow	Mill	Block	Stucco	Retaining Walls
Apartment	Brick	Piers	Metal	Fire Escapes
Store Bldg.	Block	Posts	✓ Stone	Skylights
Store & Office			Shingle	Incinerators
Store & Apt.				Barns
Office				Swimming Pool
Bank & Office				Air Condit.
Hotel				Roof Sta.
Theater				
Factory				
Garage (Serv.)				
Gas Station				
Church				
School				
1	4	8	12	16

EXT. TRIM	FLOORS	ROOF
✓ Plain	✓ Wood Joists	✓ Gable
Ornamental	Mill	Hip
Wood	Steel Beams	Flat
Stone	Reinf. Conc.	Mansard
Terra Cotta		Gambrel
Metal	Dirt	
5	9	13

BASEMENT	INTERIOR	FLOORING	ROOFING	TOTALS
✓ None	Plaster	✓ Pine	✓ Shingle	6 X Rooms
Part %	Decorated	Hardwood	Tar & Gravel	2 X Baths
Full	Pine	Cement	Metal	Apts
Dirt Floor	✓ Drywall	Tile	Composition	Toilets
Cement Floor	Panel	Marble	Slate	Fin Attic Rms.
Finish		Terrazo	Title	Fin Base Rms.
2	6	10	14	X Fireplaces

HEATING	PLUMBING	BATH ROOM	GARAGE
✓ Oil, Coal, Gas	Brass	1 Tile Floor	Ext. Walls
Hot Air -F-	Copper	Tile Wall	Doors
Steam	Galv	1 Tile Wainscott	Floors
✓ Hot Water		Stall Shower	Heat
Vapor			Elec.
Radiant			Int. Walls
3	7	11	15

17

1 FR

PRINCIPAL BUILDING DESCRIPTION

BUILDING CLASS: RA

OBSERVED PHYSICAL CONDITION: Good ___ Normal ___ Fair ___ Poor ___

EFFECTIVE AGE: Date ___ Years ___

BUILDING VALUE CALCULATION

ITEM NO.	AREA OR QUANT.	UNIT COST	TOTAL
~~1½ Hb. Base~~	~~476~~ ~~800~~	~~1213~~ ~~6.35~~	~~5773~~ ~~5080~~
1 3 NB.	~~672~~ 730	9.73	~~6539~~ 6005
1 3 NB	796	10.59	2075
~~6~~	~~800~~	~~.44~~	~~352~~
~~17~~			~~1432~~
3			740
17			523
11			290
16	474	1.00	474
			16880
			~~16792~~
			~~16298~~
TOTAL REPLACEMENT COST			$ ~~5160~~
Cost Conversion Factor			+123
Replacement Cost			~~6347~~
			~~20459~~
			~~20629~~
			20763

DEPRECIATION AND OBSOLESCENCE

DEPRECIATION

a. Effective Age Depreciation 2.0 %

b. Observed Physical Condition ___ %

c. Total Depreciation (a+b) ___ %

d. Net Condition (100 - c) ___ %

OBSOLESCENCE

e. Overimprovement ___ %

f. Underimprovement ___ %

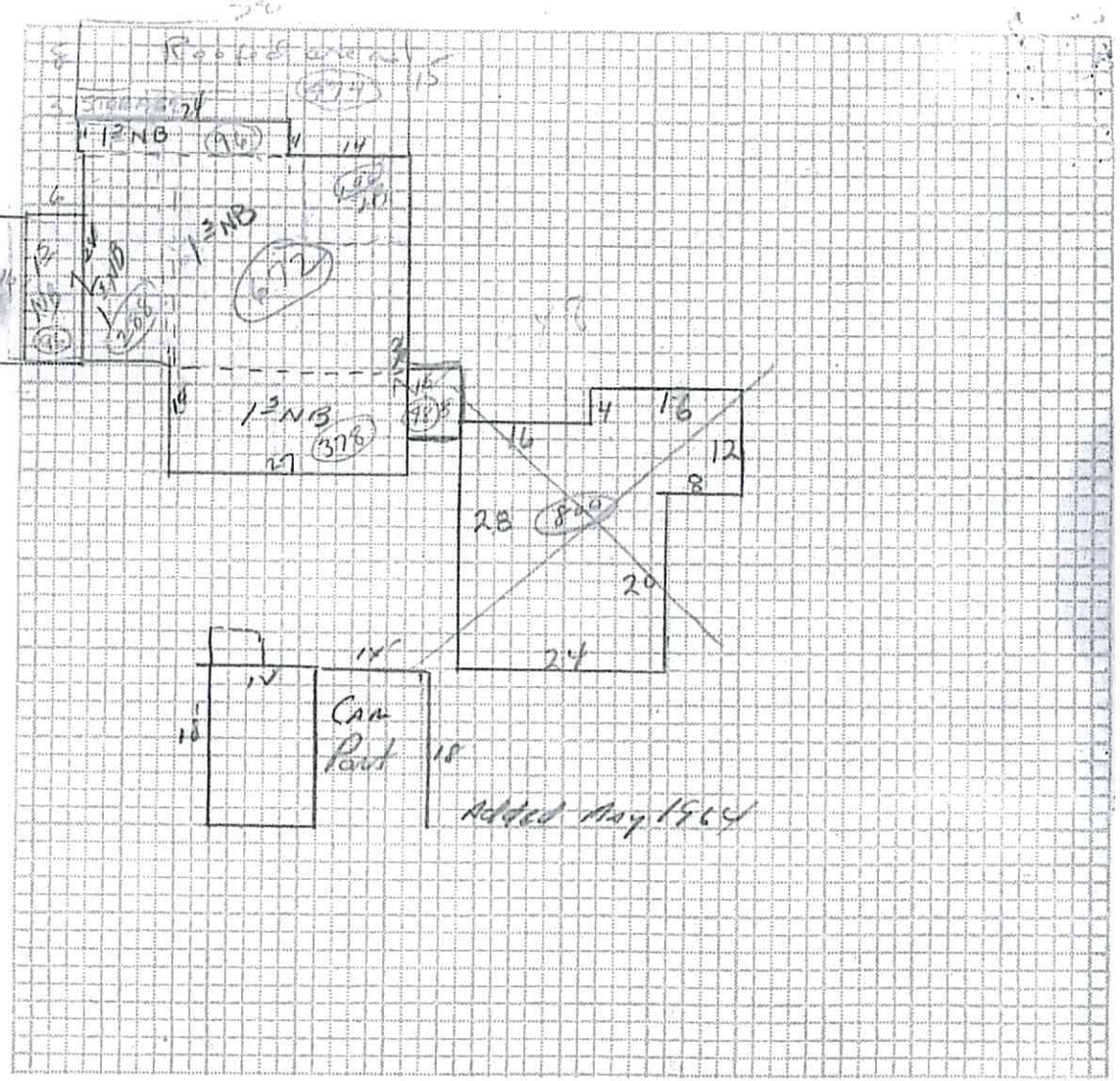
g. Other ___ %

h. Net Condition (100-e+f+g) ___ %

i. FINAL NET CONDITION (dxh) 80 %

DATES OF INSPECTIONS

4-29-70	J	N
4-7-71	J	tenant in
		small hand
V.L.	6-7-74	owner
5/84	NJ	cost



DESCRIPTIONS, REPLACEMENT COST AND APPRAISAL OF ACCESSORY BUILDINGS

Bldg. Ident.	Class No.	Dimensions Width	Depth	Height	Foundation	Floor	Roof	Walls	Heat	Light	Plbg.	Age	Area	Unit Cost	Replacement Cost	Net Cond. %	Net Appraisal
cotton	C	12	24	1 5	P	W	S	SH FR		V	T		288	5 25	1512	60	900

Add 96# @ 9.34 = 896 X 1.23 = 1102 X .97 = 1069

Deck 160 # @ 2.00 = 320 X 1.23 = 393 X .97 = 381 145

RESIDENCE 1290 3300 | REC 3.11 | PAR 224 | BL | LOT 38 | AREA | CODE 271 ~~210~~

ASSESSMENT RECORD TOWN OF YORKTOWN

0603500

Parcel Number _____ Card 1 of 2 Cards

3C 224 C 7&8 ~~200~~ 110 X280 ~~8~~ 3

1658 Amazon Rd. LLC

LOCATION

ADDRESS 1658 Amazon Road Mahegan Lake, NY

OWNER

10547 95 94

VALUES	1962	1964	1970	1975	1975 (77 76)	1978	1983	1984 (1-92)	1993	1996
LAND	1510	1510	1500	1500	1500	1500	1500	1500	1500	1500
IMPROVEMENTS	3640	4440	8650	8900	8900	8900	9500	9850	9850	9850
EXEMPTIONS					5200 5260				5100 (50) ~~5650~~	(50) 5700
TOTAL	5150	5950	10150	10400	10400	10400	11000	11350	11350	11350

OWNER	DEED MO.	DEED YEAR	PRICE	LIBER	PAGE
Robert Grant	11	1962	none	6259	186
Lawrence Weinstein	5	1965	none	6506	447
Evelyn Howard	5-19-00		0	401660	210
DATE COMPLETED:					
REMODELED					

BUILDINGS

	SQ. FT. OR CU. AREA	UNIT PRICE	NEW COST	CONDITION Good	Fair	Bad	% COND.	VALUATION
5/84			20762 ~~19785~~ ~~19162~~ ~~6347~~				80	16609 ~~15796~~ ~~15329~~ ~~5100~~
Cottage			1512				60	900
2/2			~~4100~~ 5385				75	~~3100~~ ~~4039~~
	Room & Porch		2544				97	2468
6.17.82	Add & deck						TOTAL	~~11568~~ 1431 ~~22353~~ ~~23754~~ 24567

PERMITS

NO.	DATE	TYPE	COST
15800	7.18.83	entrance west 5.84	
8867	6.9.64	car port utility room	800.
8986	6.9.64	Store room	
		remodeled house no permit	
15269	4.20.82	add $8600 comp 6.82	

LAND DATA

ST. IMPR.		Sewer		Hilly
	Paved		Elec. Lt.		Rocky
	Dirt		Gas		Low
	Sidewalk		TOPO		Swampy
	Curb		Level		Farm
	Water		High		Woods

EASEMENTS

ADD. LAND Info.-

	DISTRICTS	LAND	BLDG.	TOTAL
SCHOOL	1 2	1		5950
WATER	AP	8		5950
		18		
FIRE	M	61		5950
		72		
SEWER	AS	58		
LIGHT	65	83		
	75	84		

1200
2100
3300

LAND COMPUTATION

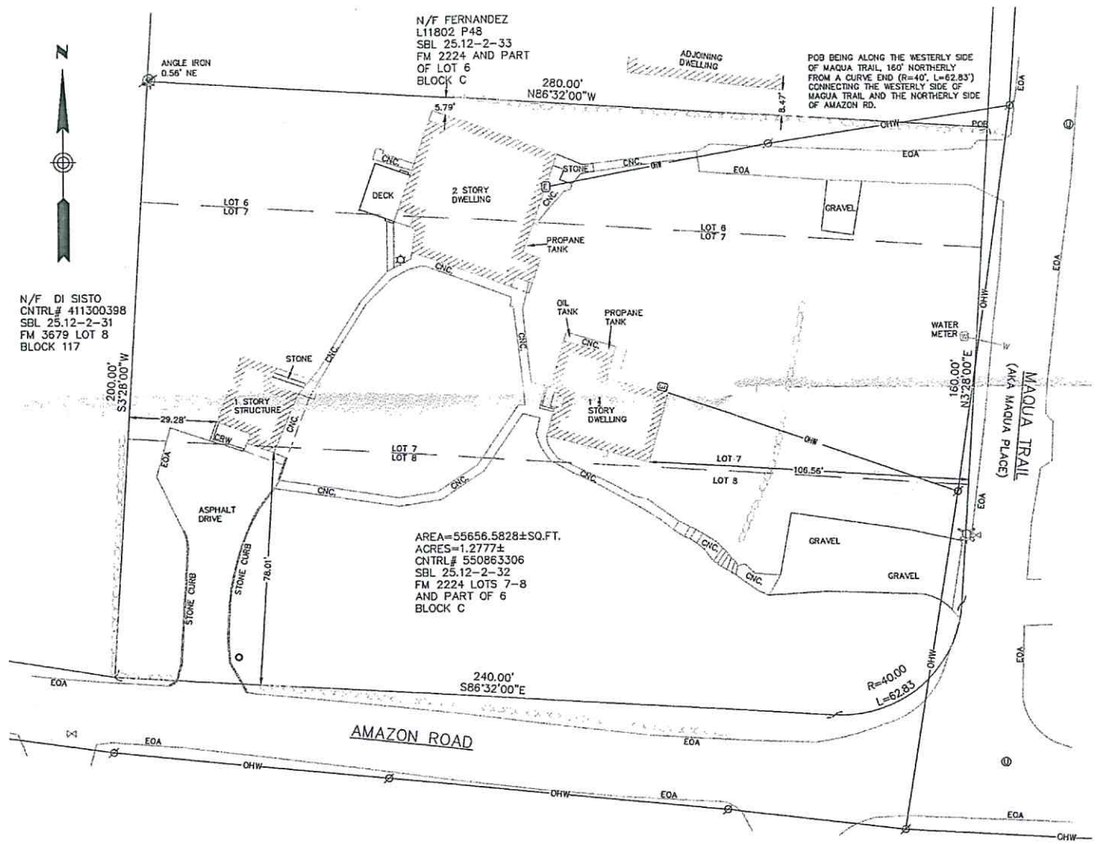
DATE	FRONT & DEPTH	UNIT PRICE	DEPTH FACTOR	FR. FT. PRICE	CORNER FACTOR	% DEPREC.	
1/97	110 IN x 280	30	1.050	31.50	~~1.10~~		3465 ~~3800~~

COMMENTS: APT RENTED OUT IN MAIN HOUSE

COTTAGE RENTED OUT

1/97- REMOVED CORNER LOT FACTOR

UNAUTHORIZED ALTERATION TO A MAP BEARING A LICENSED PROFESSIONAL LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. THE CERTIFICATION IS NOT AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE, IT IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. PLAN PREPARED PURSUANT TO SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. SUBJECT TO THE FINDINGS OF AN UP TO DATE TITLE SEARCH. UNLESS THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL APPEARS RAISED ON THIS MAP, IT SHOULD NOT BE CONSIDERED A TRUE AND CORRECT COPY OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.



LOCUS MAP
(N.T.S.)

SURVEY NOTES

1. THIS PLAN WAS PREPARED FROM AN ON THE GROUND FIELD SURVEY CONDUCTED BY RLS ON MARCH 7, 2020 AND ON THE FOLLOWING DATUM –

   MERIDIAN: FM 2224

   HORIZONTAL: ASSUMED

   VERTICAL: ASSUMED

2. REFERENCES

   STREET NAMES, R.O.W. WIDTHS, PROPERTY IDENTIFICATION NUMBERS, OWNER NAMES, EASEMENTS, AND ANY ADDITIONAL INFORMATION SHOWN HEREON ARE REFERENCED FROM THE FOLLOWING MAPS AND DOCUMENTS –

   A. LAND CONVEYED TO JALAG, LLC BY CNTRL# 550863306, FILED IN THE WESTCHESTER CO. CLERKS OFFICE ON MARCH 25, 2015.

   B. MAP 2224 ENTITLED, "MAP OF AMAZON PARK", PREPARED BY REYNOLDS & CHASE AND FILED IN THE WESTCHESTER CO. CLERKS OFFICE ON DECEMBER 29, 1919.

3. THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE INFORMATION SHOWN HEREON. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AND ACCURATE AND CURRENT TITLE REPORT.

4. THE LOCATION OF THE UTILITIES AS SHOWN HEREON HAVE BEEN COMPILED FROM VISIBLE STRUCTURES AND INFORMATION OBTAINED FROM VARIOUS SOURCES. THE ACTUAL LOCATION OF ALL UTILITIES AND UNDERGROUND STRUCTURES SHALL BE CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE OWNER PRIOR TO ANY CONSTRUCTION.

5. WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT. [OR] WERE LOCATED AS MARKED AT THE TIME OF THE SURVEY.

6. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

7. CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. THIS PLAN NOT VALID UNLESS ORIGINAL STAMP AND SIGNATURE OF A LICENSED SURVEYOR ARE LOCATED HEREON.

8. OFFSETS OR DIMENSIONS FROM THE PROPERTY LINES TO STRUCTURES ARE SURVEY REFERENCES ONLY, AND NOT INTENDED TO MONUMENT THE PROPERTY LINES, NOR ARE THEY TO BE USED IN OR GUIDE CONSTRUCTION OF ANY TYPE.

MAP CERTIFIED TO:
1658 AMAZON ROAD, LLC
FIDELITY NATIONAL TITLE INSURANCE COMPANY
ABSOLUTE TITLE AGENCY, LLC
TITLE# ABS-18335-NY

LEGEND

- ANGLE IRON
- UNKNOWN MANHOLE
- ELECTRIC METER
- WATER VALVE
- FIRE HYDRANT
- LIGHT POLE
- POST
- PROPERTY LINE
- FILED MAP LOT
- WATER LINE
- OHW — OVERHEAD WIRES
- STONE WALL

POB	POINT OF BEGINNING
PL	PROPERTY LINE
EOA	EDGE OF ASPHALT
CNC.	CONCRETE
CRW	CONCRETE RETAINING WALL

RECEIVED KB
Zoning Board of Appeals Office
JUN 16 2022
TOWN OF YORKTOWN, NY

Paul Rowan

STATE OF NEW YORK
PAUL A. ROWAN
050986-1
LICENSED LAND SURVEYOR

PROPERTY SURVEY
1658 AMAZON ROAD
YORKTOWN, NEW YORK
PREPARED FOR
1658 AMAZON ROAD, LLC

ROWAN LAND SURVEYING, PLLC
330 OLD ALBANY POST ROAD
GARRISON, NY 10524
914 815 3986
rowanlandsurveying@outlook.com

Drawn By PR	Date MARCH 11, 2020	Job No. 020-024
Surveyed By PR	Scale 1" = 30'	Sheet No. 1 OF 1

1658 AMAZON ROAD LLC
RENOVATION

1658 AMAZON ROAD
MOHEGAN LAKE, NEW YORK 10547

ABBREVIATIONS

AB	ANCHOR BOLT	DIAM	DIAMETER	INCL.	INCLUDING	PTD	PAINTED	TELE	TELEPHONE
AT	ACOUSTICAL TILE	DIM	DIMENSION	I.D.	INSIDE DIAMETER	P.LAM	PLASTIC LAMINATE	TV	TELEVISION
A.F.F	ABOVE FINISHED FLOOR	DN	DOWN	INSUL	INSULATION	PLWD	PLYWOOD	THK	THICKNESS
ADD.	ADDENDUM	DWG	DRAWING	INT	INTERIOR	PVC	POLYVINYL CHLORIDE	T&G	TONGUE AND GROOVE
A/C	AIR CONDITIONING	D.F.	DRINKING FOUNTAIN	INV	INVERT	P.C.F.	POUNDS PER CUBIT FOOT	T&B	TOP AND BOTTOM
ALT	ALTERNATE					P.S.F.	POUNDS PER SQUARE FOOT	T.O.S.	TOP OF SLAB
ALUM	ALUMINUM	ELEC	ELECTRICAL	JT	JOINT	P.S.I.	POUNDS PER SQUARE INCH	T.O.STL	TOP OF STEEL
ANOD	ANODIZED	E.W.C.	ELEC. WATER COOLER			POL	POLISHED	T.O.W.	TOP OF WALL
ARCH	ARCHITECTURAL	ELEV	ELEVATION	LAM	LAMINATE	PLAS	PLASTER	T	TREAD (S)
		EQ	EQUAL	LAV	LAVATORY			TYP	TYPICAL
BSMT	BASEMENT	EXP	EXPOSED	L.F.	LINEAR FOOT	QT	QUARRY TILE	T.O.C.	TOP OF CURB
BIT	BITUMINOUS	EXT.	EXTERIOR						
BLKG	BLOCKING	EXP. JT.	EXPANSION JOINT	MTL	METAL	RCP	REFLECTED CEILING PLAN	UL	UNDERWRITERS LABORATORY
BD	BOARD			MAS	MASONRY	RE	REFERENCE	UNO	UNLESS NOTED OTHERWISE
BLDG	BUILDING	FIN	FINISH	MFR	MANUFACTURER	REINF	REINFORCED	UR	URINAL
		F.F.E.	FINISHED FLOOR ELEV.	M.O.	MASONRY OPENING	REV	REVISION		
CAB	CABINET	F.P.S.C.	FIRE-PROOF, SELF-CLOSING	MECH	MECHANICAL	REQ	REQUIRED	V.C.T.	VINYL COMPOSITION TILE
CIP	CAST IN PLACE	FLR	FLOOR	MIN	MINIMUM	R	RISER	VB	VAPOR BARRIER
CPT	CARPET	FTG	FOOTING			RM	ROOM	VERT	VERTICAL
C.B.	CATCH BASIN	FND	FOUNDATION	NOM	NOMINAL	R.O.	ROUGH OPENING		
CLG	CEILING			N.I.C.	NOT IN CONTRACT			W	WITH
CEM	CEMENT	GALV	GALVANIZED	N.T.S.	NOT TO SCALE	SIM	SIMILAR	WC	WATER CLOSET
C.T.	CERAMIC TILE	GA	GAUGE			SPEC	SPECIFICATION	WCOT	WAINSCOT
COL	COLUMN	GYP. BD.	GYPSUM BOARD	O.A.I.	OUTSIDE AIR INTAKE	SQ	SQUARE	WP	WATERPROOFING
CONC	CONCRETE			O.C.	ON CENTER	S.F.	SQUARE FOOT	WR	WATER RESISTANT
CMU	CONC. MASONRY UNIT	HD. WD.	HARDWOOD	O.H.	OVERHANG	S.Y.	SQUARE YARD	WS	WEATHERSTRIPPING
CONST	CONSTRUCTION	HDR	HEADER	OPNG	OPENING	S.S.	STAINLESS STEEL	WT	WEIGHT
CONT	CONTINUOUS	HT	HEIGHT	OPP	OPPOSITE	STD	STANDARD	W.W.F.	WELDED WIRE FABRIC
C.F.	CUBIC FEET	HM	HOLLOW METAL	O.D.	OUTSIDE DIAMETER	STL	STEEL	W	WIDE, WIDTH
C.Y.	CUBIC YARD	HB	HOSE BIB	OPT	OPTION OR OPTIONAL	SYM	SYMBOL	WD	WOOD

ALL NEW INTERIOR FINISHES SHALL COMPLY WITH 2020 NYS RESIDENTIAL CODE -INTERIOR WALL AND CEILING FINISHES & CORRIDOR FINISHES SHALL BE A MIN CLASS "C" FLAME SPREAD AND SMOKE DEVELOPMENT INDEX
-EXIT PASSAGE FINISHES SHALL BE A MIN CLASS "B" FLAME SPREAD AND SMOKE DEVELOPMENT INDEX
-INTERIOR FLOOR FINISHES SHALL COMPLY WITH THE DOC FF 1 "PILL TEST"

PORTABLE FIRE EXTINGUISHERS
-EXTINGUISHERS SHALL BE SELECTED, INSTALLED, MAINTAINED IN ACCORDANCE WITH NFPA 10. -PROVIDE (1) 2-A, EXTINGUISHER FOR EACH RETAIL SPACE, AND (2) 2-A, EXTINGUISHER FOR WAREHOUSE SPACE
-EXISTING SPRINKLER SYSTEM SHALL BE MODIFIED PER NEW CONSTRUCTION TO PROVIDE THE REQUIRED COVERAGE FOR NEWLY CREATED SPACES. ALL SPRINKLER WORK/MODIFICATIONS SHALL BE DONE IN ACCORDANCE WITH NFPA 72.

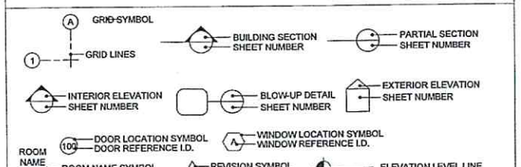
HVAC
-NEW MECHANICAL WORK AND ALTERATIONS TO EXISTING MECHANICAL INSTALLATIONS SHALL CONFORM TO CHAPTER 12 OF THE 2020 NYS RESIDENTIAL CODE.
-HEATING AND COOLING LOADS SHALL BE DETERMINED IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE ASHREA/ACCA 183.
-HVAC EQUIPMENT SHALL MEET THE MINIMUM EFFICIENCY REQUIREMENT OF 2020 NYS RESIDENTIAL CODE.
-THE HEATING SYSTEM SHALL BE CAPABLE OF MAINTAINING A MINIMUM INDOOR TEMPERATURE OF 68 DEG. F AT A POINT 3'-0" ABOVE THE FLOOR ON THE DESIGN HEATING DAY.
-G.C. SHALL PROVIDE SYSTEM SPECIFICATIONS FOR ARCHITECT REVIEW. -EACH HEATING/COOLING SYSTEM SHALL BE PROVIDED WITH THERMOSTATIC CONTROLS
-SUPPLY AND RETURN AIR DUCTS IN UNCONDITIONED SPACES SHALL BE INSULATED WITH MIN. R-5 INSULATION -ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- PROPER CLEARANCES SHALL BE MAINTAINED TO ALL INSPECTION, SERVICE, REPAIR, OR REPLACEMENT WITHOUT REMOVING ELEMENTS OF PERMANENT CONSTRUCTION.

PLUMBING
-SERVICE WATER HEATING EQUIPMENT SHALL MEET THE MINIMUM EFFICIENCY REQUIREMENT OF 2020 NYS RESIDENTIAL CODE.
-ALL PLUMBING FIXTURES AND DRAINS USED TO RECIEVE OR DISCHARGE LIQUID WASTE SHALL BE DIRECTLY CONNECTED TO THE SANITARY DRAINAGE SYSTEM IN ACCORDANCE WITH 2020 NYS RESIDENTIAL CODE. -ALL PLUMBING FIXTURES AND APPLIANCES USING WATER SHALL BE CONNECTED TO THE WATER SUPPLY SYSTEM IN ACCORDANCE WITH 2020 NYS RESIDENTIAL CODE.
-THE SUPPLY LINES AND FITTINGS FOR EVERY PLUMBING FIXTURE SHALL BE INSTALLED SO AS TO PREVENT BACKFLOW IN ACCORDANCE WITH ASME A 112.18.1 -STRAINER PLATES AND DRAIN INLETS SHALL BE DESIGNED AND INSTALLED SO THAT ALL OPENINGS ARE NOT GREATER THEN 0.5" IN LEAST DIMENSION
- OPENINGS FOR PIPES MADE IN FLOORS, WALL, AND CEILINGS SHALL BE CLOSED AND PROTECTED BY INSTALLATION OF APPROVED METAL COLLARS THAT ARE FASTENED TO THE STRUCTURE. EXTERIOR WALL AND ROOF OPENINGS SHALL BE MADE WATER TIGHT WITH APPROVED FLASHING. -BURIED PIPING SHALL BE SUPPORTED THROUGHOUT ITS ENTIRE LENGTH. PIPE TRENCHES SHALL BE LINED WITH FINE GRAVEL.
-THE DEISGN OF WATER DISTRIBUTION SYSTEM SHALL CONFORM TO ACCEPTED ENGINEERING PRACTICE. METHODS UTILIZED TO DETERMINE PIPE SIZES SHALL BE APPROVED .
-WATER SERVICE AND DISTRIBUTION PIPE SHALL CONFORM TO NSF 61.

ELECTRICAL
-NEW ELECTRICAL COMPONENT, EQUIPMENT, AND SYSTEMS AND ALTERATIONS TO EXISTING ELECTRICAL INSTALLATIONS SHALL CONFORM TO NFPA 70.

FUEL AND GAS
-NEW FUEL GAS WORK AND ALTERATIONS TO EXISTING FUEL GAS INSTALLATIONS SHALL CONFORM TO THE 2020 NYS RESIDENTIAL CODE.

REFERENCE SYMBOLS



ENERGY CODE COMPLIANCE:

2020 NYS RESIDENTIAL CODE, CHAPTER 4: RESIDENTIAL ENERGY EFFICIENCY
- CLIMATE ZONE 4
PRESCRIPTIVE REQUIREMENTS:
FENESTRATION U-FACTOR- 0.32
CEILING R-VALUE- 49
WALL R-VALUE- 20
FLOOR R-VALUE- 19
(REFER TO PLANS FOR PROJECT INSULATION VALUES)

-THE BUILDING THERMAL ENVELOPE SHALL BE DURABLY SEALED TO LIMIT INFILTRATION.
-ALL JOINTS, SEAMS , AND PENETRATIONS
-JOINTS AROUND DOORS/WINDOWS AND THEIR FRAMING
-UTILITY PENETRATIONS
-WALLS AND CEILINGS SEPERATING CONDITIONED FROM NON CONDITIONED SPACE
-ATTIC ACCESS OPENINGS
-RIM JOIST JUNCTION, SILL PLATES AND HEADERS

-BUILDING ENVELOPE AIR TIGHTNESS SHALL BE TESTED IN ACCORDANCE WITH ASHREA/ASTM E779.
- PROVIDE A MINIMUM OF ONE THERMOSTATE CAPABLE OF AUTOMATICALLY ADJUSTING SPACE TEMPERATURE PER 2020 NYS RESIDENTIAL CODE.
-DUCTS IN ATTIC SHALL BE INSULATED TO MIN. R-8. ALL OTHER DUCTS SHALL BE INSULATED TO MIN. R-6 (EXCEPT DUCTS LOCATED COMPLETELY WITHIN THE BUILDING THERMAL ENVELOPE)
-ALL DUCTS SHALL BE SEALED AND COMPLY WITH M1601.3.1 OF 2020 NYS RESIDENTIAL CODE
-HOTAND COLD WATER PIPES SHALL BE INSULTED TO MIN. R-3
-HEATING AND COOLING EQUIPMENT SHALL BE SIZED IN ACCORDANCE WITH ACCA MANUAL J. GC SHALL PROVIDE SYSTEM SPECIFICATIONS SHOWING COMPLIANCE WITH ABOVE.
-A MINIMUM OF 90% OF LAMPS SHALL BE IN LIGHTING FIXTURES SHALL BE HIGH-EFFICIENCY LAMPS

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

TABLE R301.2(1)

GROUND SNOW LOAD	SPECIAL WIND REGION	SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMPERATURE	ICE SHIELD UNDERLAYMENT REQUIREMENT	FLOOD HAZARDS
	SPEED (MPH)		WEATHERING	FROST DEPTH LINE	TERMITE	DECAY			
30 PSF	115 MPH	B	SEVERE	42"	MODERATE HEAVY	SLIGHT MODERATE	7° F	YES	NO

INSULATION AND FENESTRATION REQUIREMENTS

CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE AND DEPTH
4A	0.32	0.55	49	20	5/10 [B]	19	10/13 [C]	10, 2 FT [E]

THIS PROJECT MEETS THE PRESCRIPTIVE METHOD FOR ENERGY CODE COMPLIANCE: CLIMATE ZONE 4

ENERGY CODE NOTE:

I CERTIFY THAT I AM A LICENSED PROFESSIONAL. I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THE BUILDING PLANS REFERENCED ABOVE ARE IN COMPLIANCE WITH THE 2020 NYS RESIDENTIAL CODE.

SIGNED:

LIGHT AND VENTILATION NOTE:

THE BUILDING PLANS SHOWN HEREIN ARE IN COMPLIANCE WITH RESIDENTIAL CODE OF NEW YORK STATE. THE BUILDING PLANS DESCRIBED HEREIN COMPLIES WITH CHAPTER 3 INCLUDING PARAGRAPH R303.1 OF THE 2020 NYS RESIDENTIAL CODE.

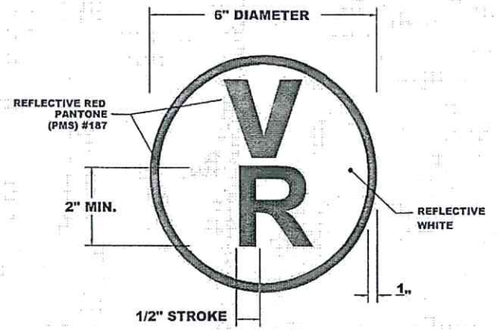
ALL HABITABLE ROOMS HAVE BEEN PROVIDED WITH AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8 PERCENT OF THE FLOOR AREA OF SUCH ROOMS. THE MINIMUM OPERABLE AREA FOR VENTILATION TO THE OUTDOORS HAVE BEEN PROVIDED AT NOT LESS THAN 4 PERCENT OF FLOOR AREA.

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE 2020 NYS RESIDENTIAL CODE AND LOCAL CODES. ALL ELECTRICAL, PLUMBING, AND MECHANICAL WORK SHALL CONFORM TO ALL NATIONAL, STATE, AND LOCAL CODES.
2. THIS LAYOUT WAS BASED ON THE GIVEN CONFIGURATION AND FEATURES OF THE EXISITNG STRUCTURE. DIMENSIONS ARE GIVEN AS GUIDES TO ESTABLISH THE LAYOUT WITHIN THE EXISTING STRUCTURE. THE GENERAL CONTRACTOR & EACH SUBCONTRACTOR SHALL CAREFULLY SURVEY AND EXAMINE THE EXISTING STRUCTURE IN ESTABLISHING LAYOUT OF THE WORK IN ORDER TO ASSURE PROPER FIT AND ALIGNMENT OF THE NEW WORK WITH PROPER RELATIONSHIP TO EXISTING FEATURES. WHEN ESTABLISHING LAYOUT, CONTRACTOR SHALL CONTACT ARCHITECT FOR APPROVAL BEFORE COMMENCING WITH CONSTRUCTION.
3. BEFORE SUBMITTING A PROPOSAL THE CONTRACTOR SHALL VISIT THE PREMISES, FAMILIARIZE THEMSELVES WI EXISTING CONDITIONS & SATISFY THEMSELVES AS TO THE NATURE AND SCOPE OF THE WORK & THE DIFFICULTIES THAT ATTEND TO ITS EXECUTION.
4. MATERIALS, WORKMANSHIP AND INSTALLATION SHALL BE IN STRICT COMPLIANCE WITH NOT ONLY THE MANUFACTURERS' PRINTED INSTRUCTIONS, BUT ALSO THE STANDARDS OF RECOGNIZED AGENCIES OR ASSOCIATIONS.
5. ALL MATERIALS SHALL BE NEW, UNLESS OTHERWISE SPECIFIED.
6. PROVIDE TEMPORARY PROTECTION OF MATERIALS AND EQUIPMENT.
7. CONTRACTOR SHALL PROTECT EXISTING PREMISES FROM DAMAGE DURING CONSTRUCTION.
8. IT IS INTENDED THAT THE CONTRACTOR PROVIDE A COMPLETE JOB. ANY OMISSIONS IN THESE GENERAL INSTRUCTIONS OR THE OUTLINE OF WORK ARE NOT TO BE CONSTRUED AS REMOVING SUCH ITEMS FROM THE RESPONSIBILITIES OF THE CONTRACTOR.
9. TIME REQUIRED TO COMPLETE THE PROJECT SHALL BE STATED IN CONTRACTOR'S PROPOSAL. AFTER AWARD OF JOB,CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE FOR REVIEW, INDICATING THE SEQUENCE OF OPERATIONS AND TIME REQUIRED FOR EACH, ESTABLISHING A TARGET DATE.
10. ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN THE APPROPRIATE TRADES. CONTRACTOR SHALL KEEP SUFFICIENT WORKMEN ON THE JOB AT ALL TIMES TO PERFORM THE WORK IN THE MOST EXPEDITIOUS MANNER CONSISTENT WITH GOOD WORKMANSHIP, SOUND BUSINESS PRACTICE AND IN THE BEST INTERESTS OF THE PROJECT.
11. NO SUBSTITUTIONS WILL BE ACCEPTED UNLESS SUBMITTED IN WRITING TO ARCHITECT/OWNER & APPROVED BY ARCHITECT/OWNER
12. CONTRACTOR SHALL PROVIDE PROPER PROTECTION FOR ALL EXISTING WORK, FURNISHINGS AND FIXTURES LIKELY TO BE DAMAGED. WHEN EXTERIOR OPENINGS ARE MADE IN EXISTING WORK, THEY SHALL BE COVERED WITH WATERTIGHT PROTECTION AT THE END OF THE DAY'S WORK.
13. PATCH, REPAIR AND REPLACE ALL EXISTING WALLS, CEILINGS AND FLOORS DAMAGED DUE TO NEW CONSTRUCTION.
14. STARTING TIME AND COMPLETION FOR CONSTRUCTION IS TO BE COORDINATED WITH OWNER AND AGREED UPON BY BOTH PARTIES.
15. CONTRACTOR IS EXPECTED TO WORK ON JOB WITHOUT ANY UNREASONABLE DELAY. IF A DELAY IS TO OCCUR, NOTIFICATION TO THE OWNER SHALL BE REQUIRED.
16. WORK PERFORMED OVER ANY SURFACE CONSTITUTES ACCEPTANCE OF THAT SURFACE FOR THE SPECIFIED QUALITY OF THE WORK BEING PERFORMED THEREON.
17. THE CONTRACTOR IS TO NOTIFY ARCHITECT IN WRITING OF ANY ADAPTATIONS TO THESE DRAWINGS OR SPECIFICATIONS REQUIRED BY LOCAL LIFE AND SAFETY CODES OR ANY OTHER GOVERNING AGENCY.
18. SINCE IT IS NOT POSSIBLE TO INDICATE ON THE DRAWINGS ALL THE EXISTING WORK TO BE REMOVED BY DASHED LINES OR NOTES, THE CONTRACTOR IS ADVISED TO ACQUAINT HIMSELF WITH THE ACTUAL CONDITIONS AT LOCATIONS WHERE ALTERATIONS OCCUR.
19. THE CONTRACTOR SHALL REPORT TO ARCHITECT ANY AND ALL CONDITIONS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT OR PREVENT THE PROPER EXECUTION AND COMPLETION OF THE WORK OF THIS CONTRACT.
20. ALL CONSTRUCTION AND SUBCONTRACTED WORK IS TO BE PERFORMED BY CONTRACTORS LICENSED IN THE STATE WHERE THE WORK IS BEING EXECUTED.
21. ALL CONTRACTORS ARE RESPONSIBLE TO CONFORM TO THE OWNER'S INSURANCE REQUIREMENTS AND TO PROVIDE A CERT. OF INSURANCE TO ALL PARTIES UPON AWARD OF CONTRACT.
22. ALL CONTRACTORS ARE TO CONFORM WITH THE BUILDING OWNER'S REQUIREMENTS FOR DELIVERY TO THE SITE AND STORAGE OF ALL CONSTRUCTION MATERIALS.
23. REMOVE DEBRIS AND ABANDONED ITEMS FROM AREA AND FROM CONCEALED SPACES. CONTRACTOR TO COORDINATE REMOVAL OF DEBRIS FROM SITE SO THAT IT DOES NOT INTERFERE WITH OWNER'S ACTIVITIES.
24. PROPERLY PREPARE ALL SURFACES BEFORE APPLICATION OF FINISHES, IN STRICT ACCORDANCE WITH THE PRINTED RECOMMENDATIONS.
25. EXECUTE PRIOR TO FINAL INSPECTION: CLEAN INTERIOR AND EXTERIOR SURFACES EXPOSED TO VIEW, REMOVE TEMPORARY LABELS, STAINS AND FOREIGN SUBSTANCES. CLEAN FIXTURES AND CABINETRY TO A SANITARY CONDITION.
26. PERMITS:
A. GENERAL CONTRACTOR / SUBCONTRACTOR IS RESPONSIBLE FOR ALL INFORMATION AND DESIGN (INCLUDING ELECTRICAL, SPRINKLER, AND MECHANICAL) REQUIRED BY LOCAL BUILDING OFFICIAL TO OBTAIN ALL NECESSARY BUILDING PERMITS FOR CONSTRUCTION.
B. GENERAL CONTRACTOR SHALL PAY FOR ALL PERMITS REQUIRED, UNLESS OTHERWISE SPECIFIED BY OWNER.
C. GENERAL CONTRACTOR SHALL OBTAIN FINAL CERTIFICATE OF OCCUPANCY UPON COMPLETION OF WORK AND SHALL FORWARD SAME TO OWNER.
27. CLEANING:
A. MAINTAIN PREMISES AND PUBLIC PROPERTIES FREE FROM ACCUMULATIONS OF WASTE, DEBRIS AND RUBBISH, CAUSED BY OPERATIONS.
B. AT COMPLETION OF WORK, REMOVE WASTE MATERIALS, RUBBISH, TOOLS, EQUIPMENT, MACHINERY AND SURPLUS MATERIALS AND CLEAN ALL SIGHT-EXPOSED SURFACES. LEAVE PROJECT CLEAN AND READY FOR OCCUPANCY.
28. WARRANTIES:
A. CONTRACTOR SHALL WARRANTY THE WORK WILL BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER THE DATE OF OWNER'S ACCEPTANCE OR WITHIN SUCH PERIOD OF TIME AS MAY BE PRESCRIBED BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS.
29. CONTRACTOR AGREES THAT HE IS SKILLED AND EXPERIENCED IN THE USE AND INTERPRETATION OF PLANS AND SPECIFICATIONS. HE HAS CAREFULLY REVIEWED THE PLANS AND SPECIFICATIONS FOR HIS PROJECT AND HAS FOUND THEM TO BE FREE OF AMBIGUITIES. FURTHER, HE HAS CAREFULLY EXAMINED THE SITE OF THE WORK AND FROM HIS OWN OBSERVATIONS HAS SATISFIED HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK; THE CHARACTER, QUALITY, AND QUANTITY OF MATERIALS; THE DIFFICULTIES LIKELY TO BE ENCOUNTERED AND OTHER ITEMS FOUND ON THE JOB.
30. THE CONTRACTORS' EXPERIENCE, EXPERTISE AND PROFESSIONAL JUDGMENT SHALL NOT BE DISREGARDED DURING THE CONSTRUCTION PROCESS. THE CONTRACTORS' INPUT, COMMENTS AND RECOMMENDATIONS WILL BE WELCOMED AND EXPECTED BY THE OWNER AND THE ARCHITECT. CONSTRUCTION ALTERNATIVES WILL BE CONSIDERED AND EMBRACED IF THEY HAVE MERIT AND A BETTER RESULT CAN BE ACHIEVED. SUCH CHANGES MAY NOT TAKE PLACE WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECT.

SMOKE ALARMS/ CARBON MONOXIDE ALARMS

1. SMOKE DETECTORS SHALL BE INSTALLED IN ALL BEDROOMS, ADJACENT HALL, AND ONE ON EACH STORY OF DWELLING PER 2020 NYS RESIDENTIAL CODE
-ALL SMOKE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 217 AND INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THIS CODE AND THE HOUSEHOLD FIRE WARNING EQUIPMENT PROVISIONS OF NFPA 72.
-ALL SMOKE DETECTORS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTUATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE INDIVIDUAL UNIT. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE LEVELS WITHAL LL INTERVENING DOORS CLOSED. ALL SMOKE DETECTORS SHALL BE INSTALLED PER THE 2020 NYS RESIDENTIAL CODE, SECTION R314.
2. PROVIDE CARBON MONOXIDE DETECTORS PER 2020 NYS RESIDENTIAL CODE, SECTION R315.
3. PROVIDE FIREBLOCKING PER THE 2020 NYS RESIDENTIAL CODE, SECTION R602.8. PROVIDE FIRE BLOCKING IN WALL CAVITIES OR FURRED SPACES THAT EXCEED 8 FT IN HEIGHT, AROUND ALL PIPING, VENTS AND WIRING HOLES, ETC.
4. SMOKE ALARMS SHALL BE PERMITTED TO BE BATTERY OPERATED WHEN INSTALLED IN BUILDINGS WITHOUT COMMERCIAL POWER OR AN ON-SITE ELECTRICAL POWER SYSTEM, OR IN BUILDINGS WHERE EXISTING INTERIOR WALL OR CEILING FINISHES ARE NOT REMOVED TO EXPOSE THE STRUCTURE AS PER APPENDIX J 504.2.1 OF THE 2020 NYS RESIDENTIAL CODE.



RECEIVED
Zoning Board of Appeals Office
JUN 16 2022
TOWN OF MOHEGAN

MAP
Michael Piccirillo Architecture

NOTE:
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No.	DATE:	ISSUE:
1	08/11/21	ISSUED FOR PERMIT
2	09/13/21	ISSUED PER COMMENTS

PROJECT NAME:
1658 AMAZON ROAD LLC RENOVATION

PROJECT ADDRESS:
1658 AMAZON ROAD
MOHEGAN LAKE, NY 10547

REGISTERED ARCHITECT MICHAEL ANTHONY PICCIRILLO 028099 STATE OF NEW YORK

MICHAEL A PICCIRILLO, AIA
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YORKTOWN HEIGHTS, NEW YORK 10598
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michael@mpiccirilloarchitect.com
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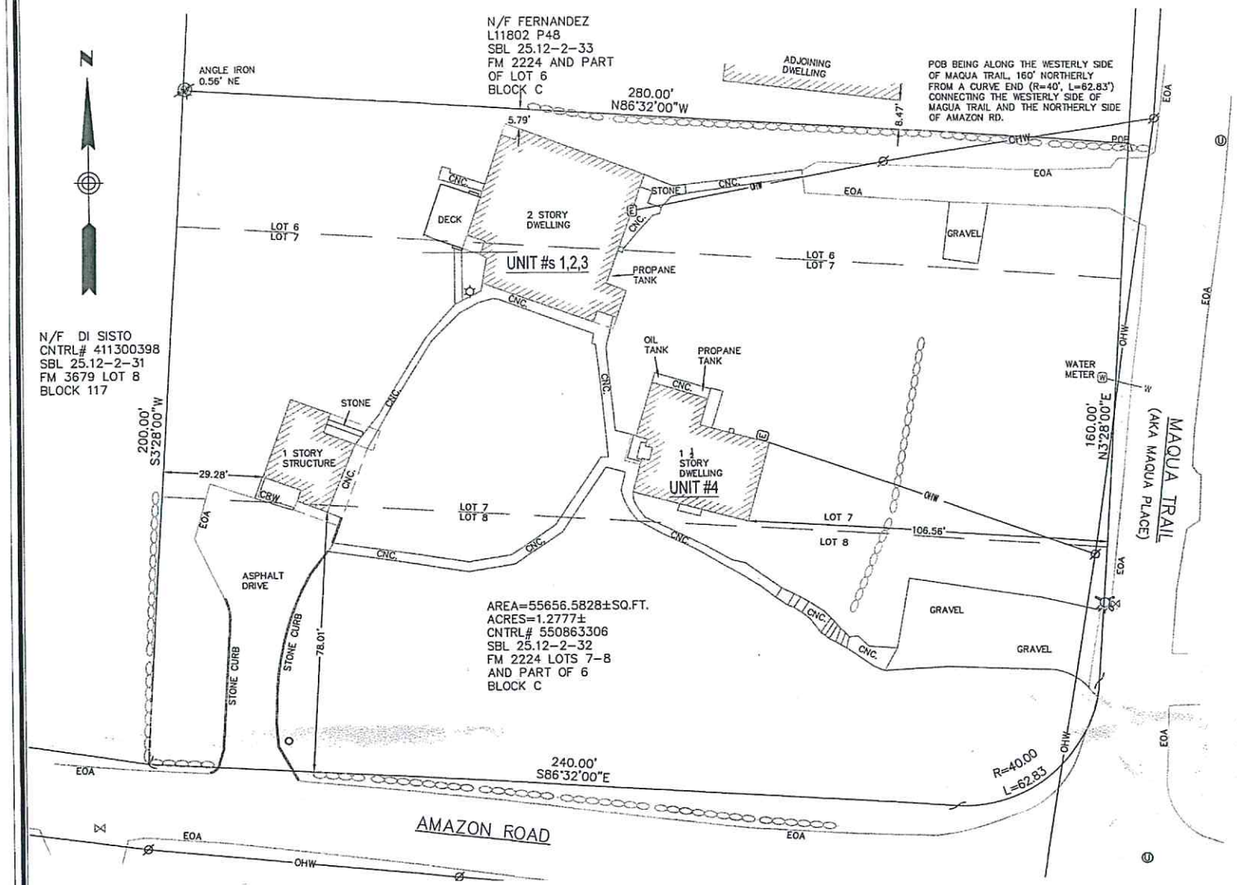
TITLE SHEET NOTES

SCALE:	AS NOTED	DATE:	05-10-22
DRAWN BY:	MAP		
CHK'D BY:	MAP		
1 OF 11		T-100	



A SITE PLAN
SCALE: 1" = 20'-0"

MAP
Michael Piccirillo Architecture

NOTE:
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No.	DATE:	ISSUE:

PROJECT NAME:
1658 AMAZON ROAD LLC

RENOVATION

PROJECT ADDRESS:

1658 AMAZON ROAD
MOHEGAN LAKE, NY 10547

REGISTERED ARCHITECT
MICHAEL ANTHONY PICCIRILLO
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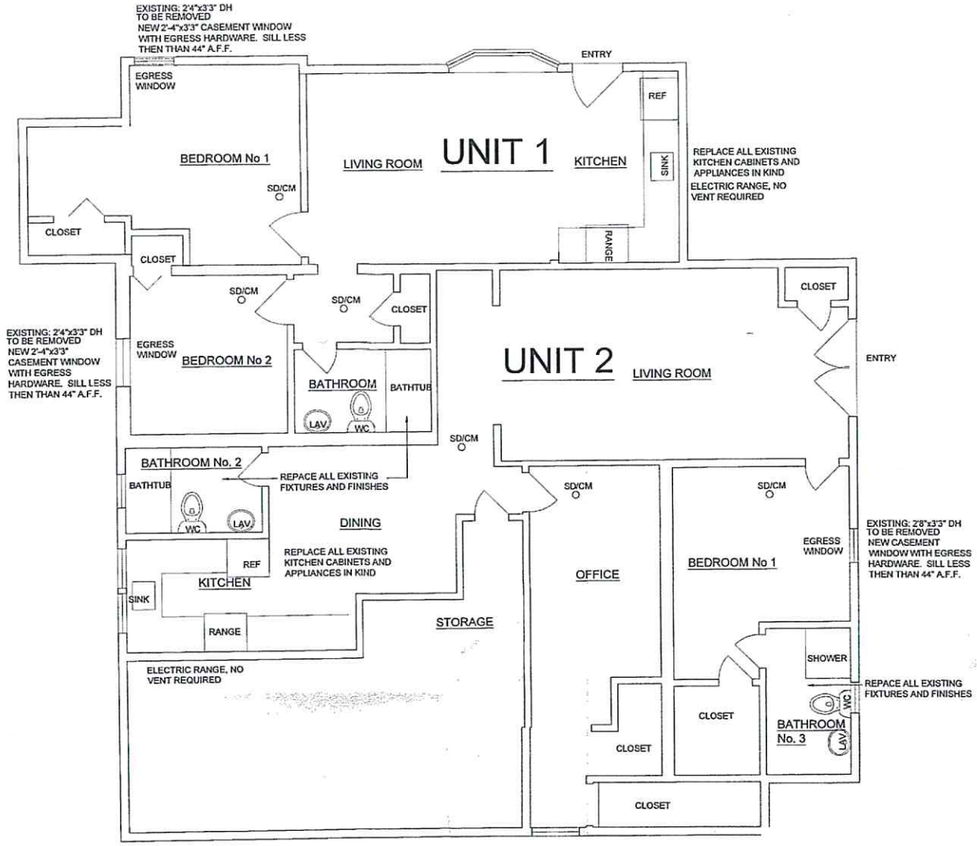
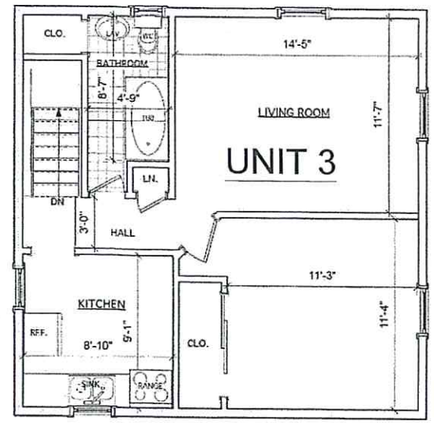
EXISTING SITE PLAN

SCALE: AS NOTED	DATE: 06-10-22
DRAWN BY: MAP	
CHK'D BY: MAP	
1 OF 1	SP-1



A UNIT 1 & 2 FIRST FLOOR PLAN

SCALE: 1/4 = 1'-0"



B UNIT 3 SECOND FLOOR PLAN

SCALE: 1/4 = 1'-0"

CONSTRUCTION PLAN NOTES

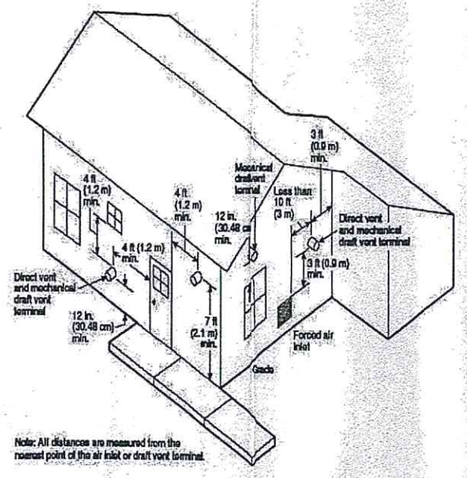
1. PREPARE EXISTING SUBFLOOR FOR NEW FLOOR FINISHES
2. PATCH AND REPAIR ALL WALLS DAMAGED BY DEMOLITION TO APPEAR INTEGRAL WITH NEW WORK.
3. PROVIDE SADDLES AND WEATHERSTRIPPING AT ALL EXTERIOR DOORS.
4. ALL PARTITIONS WITH WALL HUNG CABINET, WALL HUNG FIXTURES, WALL TILE OR COAT RACKS TO HAVE 2x WOOD STUDS AT 12" o.c. OR AS REQUIRED.
5. SHELVING TO BE PAINT GRADE BIRCH PLYWOOD WITH 1 1/4 HARDWOOD EDGE TYP. IN EVERY CLOSET. PROVIDE 5 ADJUSTABLE SHELVES IN STORAGE OR PROVIDE COAT ROD, BRACKETS AND SHELVING IN EVERY COAT CLOSET.

SPRAY FOAM INSULATION NOTES

1. PROVIDE CLOSED CELL SPRAY FOAM INSULATION FOR NEW AND ACCESSIBLE FRAMED AREAS. INSTALL IN ALL WALL CAVITIES, INCLUDING CAVITIES AROUND WINDOWS.
2. INSULATION TO BE R-21 IN ALL EXTERIOR WALLS.
3. INSULATION TO BE R-49 IN ATTICS AND FLOORS.
4. FIBERGLASS ACOUSTICAL ATTENUATION BLANKETS (3 1/2") TO BE INSTALLED IN ALL INTERIOR WALLS AS SHOWN AND CEILINGS. BLANKETS TO BE UNFACED WITH NO VAPOR BARRIER.
5. ALL INSULATION SHALL CONFORM TO 2020 NY RESIDENTIAL CODE.
6. PROVIDE INTUMESCENT PAINT TO ALL EXPOSED SPRAY FOAM INSULATION

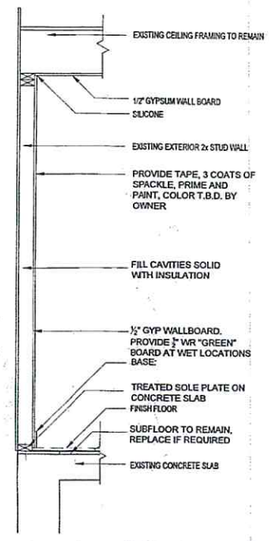
GENERAL NOTIS

1. ALL WORKSHALL CONFORM TO NYSRC2020, AND LOCAL ZONING CIDES.
2. DIMENSIOIS ARE GIVEN AS GUIDES TO ESTABLISH THE LAYOUT. GC. SHALL SURVEY AND EXAMINE THE EXISTING STRUCTURE IN ESTABLISHING LAYOUT OF THE WORK IN ORDER TOASSURE PROPER FIT AND ALIGNMENT OF THE NEW WORK WITH PROPER RELATIONSHIP TO EXISTING FEATURES DO NOT SCALE DRAWINGS.
3. ALL MATEIALS SHALL BE NEW, UNLESS OTHERWISE SPECIFIED
4. ALL WORKSHALL BE PERFORMED BY SKILLED AND QUALIFIELWORKMEN IN THE APPROPRIATE TRADES.
5. CONTRACOR AGREES THAT HE IS SKILLED AND EXPERIENED IN THE USE AND INTERPRETATION OF PLANS AND SPECIFICATIONS. HE HAS CAREFULLY REVIEWED THE PLANS ANI SPECIFICATIONS FOR HIS PROJECT AND HAS FOUND THM TO BE FREE OF AMBIGUITIES. FURTHER, HE HAS CAREULLY EXAMINED THE SITE OF THE WORK AND FROM HISWN OBSERVATIONS HAS SATISFIED HIMSELF AS TO THINATURE AND LOCATION OF THE WORK.
6. ARCHITEC SHALL BE NOTIFIED OF ANY AND ALL CONDITIOS WHICH MAY INTERFERE WITH OR OTHERWISE AFFECT O PREVENT THE PROPER EXECUTION AND COMPLETSN OF THE WORK DESCRIBED IN THIS DRAWING



B TYPICAL VENTING DIAGRAM

SCALE: N.T.S.



1 TYP. EXTERIOR PARTITION

SCALE: N.T.S.

MAP
Michael Piccirillo Architecture

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WALL AND DOOR SYMBOLS

- EXISTING WALL TO REMAIN
- NEW WALLS TO BE CONSTRUCTED. SEE BUILDING SECTION FOR DETAILS
- EX. DOOR TO REMAIN.
- NEW DOOR TO BE INSTALLED
- NEW CONCRETE FOUNDATION WALL
- EX. FOUNDATION WALL TO REMAIN
- EX. WALL TO BE REMOVED

No.	DATE:	ISSUE:

PROJECT NAME:
1658 AMAZON ROAD LLC

RENOVATION

PROJECT ADDRESS:
1658 AMAZON ROAD
MOHEGAN LAKE, NY 10547

REGISTERED ARCHITECT MICHAEL ANTHONY PICCIRILLO 028098 STATE OF NEW YORK

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PROPOSED PLANS

SCALE: AS NOTED	DATE: 05-10-22
DRAWN BY: MAP	
CHK'D BY: MAP	A-100
1 OF 1	

Underhill Farm

Underhill Farm
Expanded EAF Draft Outline for Discussion

A. Land Use, Zoning, and Public Policy

B. Views – Renderings of the Site

C. Wetlands and Surface Water Resources

D. Trees

E. Cultural Resources

F. Fiscal & Socioeconomic Impacts

G. Traffic

The Traffic Study and proposed mitigation plans are being reviewed by the Town's Traffic Consultant.

H. Stormwater

Stormwater Pollution Prevention Plan to be reviewed by the Town Engineer.
Stormwater Pollution Prevention Permit to be obtained from the NYC DEP.

I. Utilities – water & sewer

J. Energy Conservation and Green Technology

RECEIVED
PLANNING DEPARTMENT
JUL 20 2022
TOWN OF YORKTOWN

MEMORANDUM

To: Planning Board

From: Protecting Yorktown's Quality of Life Foundation, Inc.,(PYQLF)

Subject: Underhill Farm Should Be a SEQRA Positive Declaration!!

Dear Planning Board,

On May 26, 2021, the Office of Parks, Recreation and Historic Preservation (OPRHP) determined that the Underhill Farm Estate (Floral Villa) was eligible for inclusion in the state and national registers of historic places.

A day later, OPRHP made an Adverse Effect determination for the property, stating: "With the intensity of construction proposed the setting and feeling of the property would be significantly altered. We further note that the majority of outbuildings on the site are proposed for removal. Under the provisions of Section 106*, demolition of historic resources is deemed an adverse effect."

At the Planning Board July 11, 2022 Work Session, despite a reasoned explanation of the benefit--risk management--avoidance of a missed issue--articulated by your attorney, Mr. Glatthaar, the Board did NOT adopt a Positive Declaration for the Underhill Farm development. Adopting a Positive Declaration of Adverse Impacts would have acknowledged the existence of at least one significant adverse environmental impact for the proposed development and triggered an Environmental Impact Study, an in depth study of the issues allowing public input regarding the study scope under SEQRA regulations.

It appears that at this juncture in the process, the Board unanimously voted to create its own list of issues, indicating it knows what the public's issues are based on the Public Informational Hearing. It appears that your goal is to adopt a Negative Declaration, in effect saying that that Unicorn could satisfactorily address any adverse environmental effect through mitigation. This would not require further input from the public regarding the issues to be studied nor their scope.

With this decision, you have chosen to ignore, without reason, the existence of at least one known SEQRA significant adverse environmental impact (and perhaps others: traffic, density, neighborhood/community character) which would require you to consider a Positive Declaration.

Further, while we recognize the subjectivity in the term, "significance," we caution the Planning Board to adhere to the SEQRA process in determining the significance of the environmental impacts. This is the most critical step in the SEQRA process and given the level of public interest and involvement, and the breadth, depth and complexity of the potential environmental issues, the PYQLF urges you to adhere to SEQRA regulations.

PYQLF

*National Historic Preservation Act of 1966; reissued on October 18, 2021 under New State Historic Preservation Law, Section 14.09

RECEIVED
PLANNING DEPARTMENT
JUL 19 2022
TOWN OF YORKTOWN

MEMO

To: Planning Board
From: Susan Siegel
Re: Underhill Farm Scoping Issues
Daye: July 19, 2022

As the Board considers what additional information it needs to evaluate the significance of Underhill Farm's many environmental impacts and how they can be mitigated, I offer the following suggestions on some of those impacts. As I wrote in a separate memo, details matter

Traffic

1. Holistic plan
    a. Include a plan for improvements to the entire Route 118 corridor, from Triangle intersection to Underhill Avenue, not just the Route 118/Underhill Avenue intersection.
    b. The traffic generation numbers and need for improvements to Route 118 corridor need to include the future plan for Yorktown Green and other "known" developments in the overlay district identified in the BFJ FEAF.
2. Funding improvements
    a. Details on how the improvements to Route 118 corridor will be funded.
    b. If a tax abatement is part of a mitigation plan, the financial details of that plan
3. Timing
    a. How construction on the Underhill Farm site is be tied/linked to a timetable for actual construction of the improvements to the Route 118 corridor
4. Beaver Ridge
    a. Review of whether the existing driveway out to Allan Avenue can safely accommodate 2-way traffic from cars, vans, and trucks
    b. Responsibility for maintenance and liability issues for a dual use driveway
    c. Traffic impact on Allan Avenue
    d. Need for modifications to the Allan/Kear traffic light
    e. Instead of vehicular connection from Underhill Farm to Beaver Ridge, limiting the connection to a crash gate

Historic

1. Have all Unicorn submissions reviewed by an outside historic preservation consultant
2. Assessment of out buildings
    a. History of each building
    b. Structural assessment by a qualified professional
    c. Determine if any can/should be saved
3. Visual impact of tree removal surrounding main house
4. Visual impact of 3-story apartment/commercial building behind main house
5. Submit alternate site plans
    a. Based on whether any out buildings can/should be saved
    b. To lower density and provide more open space
6. More detailed plans on adaptive reuse of main house

Potential Adverse Environmental Impact on Neighborhood Character

1. Density
    a. Correct the units/ac for existing Rochambeau condominium developments and Yorkridge Apartments
    b. Compare proposed Underhill Farm FAR to FAR in RSP1-3 zones
    c. Provide a TOTAL density calculation that includes both residential and commercial uses
    d. Follow established town precedents and subtract wetlands and wetland buffers BEFORE calculating density/acre
    e. Require alternate site plans using suggested lower overall density
    f. Require alternate site plans that don't encroach on wetlands and wetland buffers
2. Uses
    a. Analysis of impacts of commercial uses in a residential neighborhood, e.g., noise, odor, traffic, outdoor lighting, commercial signage
    b. Provide market analysis showing need for additional commercial space, as well as potential impact on existing commercial space in hamlet
3. Visual
    a. Impact of 3-story building in neighborhood of one and two story buildings
    b. Impact of removing over 500 trees
4. Open space
    a. Alternate densities that preserve more open space

Sewer infrastructure

1. Provide additional information on
    a. flow from potential commercial uses, including a restaurant use
    b. flow from 315 additional residential units in Phase 1 of long term plan to have existing homes on aging septic system in the Hallocks Mill Sewer District hook up to the Yorktown Treatment Plant
    c. flow from Phase 2 of the above plan
    d. Additional flows from other planned developments in the overlay district
2. Expanded SPDES permit
    a. What would town have to do for DEC to issue a new/higher permit?

Public Park

1. Studies that document the demand for a new public park in or near the Heights hamlet
2. Documentation from the Recreation Commission indicating need for/interest in such a park
3. Fiscal impact of the park on Unicorn's recreation fee requirement ($592,000 for 148 units)
4. How will liability issues will be covered
5. How the public park area will be distinguished/delineated from the open pace owned by the condo HOA

Parking (not discussed to date)

1. Spaces needed for senior citizen center/ Parks Department office to be based on an actual study
2. Spaces for commercial uses should be based on planned uses, e.g., restaurant or office
3. Spaces for public using the park
4. Spaces for guest parking

Demographics

1. Update school children count based on more accurate bedroom count and census data
2. Update without reference to "senior friendly"
3. Enrollment projections for Yorktown School District and anticipated future space needs

Fiscal Impact

1. Provide methodology used to arrive at assessed value numbers
    a. were townhouses assessed as condos or fee simple
    b. how was commercial space assessed
2. Recreation fee
    a. What porition of the $4,000/unit might to waived

Housing

1. Assess Yorktown's housing needs
    a. Senior versus starter families
    b. Affordable housing
    c. Apartments versus townhouses
2. Senior Friendly units
    a. Explain legal and marketing difference between "senior friendly" and "age restricted"
    b. Legal steps to be taken if age restricted
    c. Which units would be age restricted

RECEIVED
PLANNING DEPARTMENT
JUL 19 2022
TOWN OF YORKTOWN

MEMO

To: Planning Board
From: Susan Siegel
Re: Underhill Farm SEQRA: Expanded FEAF or EIS
Daye: July 19, 2022

Assuming the list of issues to be covered in an Expanded FEAF includes the same issues that would be included in an EIS scoping document, how do the two approaches differ?

The answer is simple: the devil is in the details. Details matter. Words matter.

For example, what's the difference between the words "review" and "consider"? In its June 26, 2022 revised scope of services related to traffic, Transpo says it will "review" the traffic impact for the two houses on Cardinal Court but only "consider" the impact of the cut-through traffic for 168 senior and disabled residents at Beaver Ridge. Why two different standards of review?

And will Transpo's scope address all the Planning Board's traffic concerns? For example, the Planning Board has repeatedly expressed its concern that the Underhill Farm traffic plan be part of a holistic plan for the Route 118 corridor. But Transpo's scope of services will only provide cost estimates for the Route 118/Underhill Avenue intersection. What happened to the holistic approach?

The details in the scoping document will be particularly important for the historic issue. The YHPC has raised many questions about the quality of the work done by Unicorn's historic consultant. But the Planning Department's response to those comments was that Unicorn's consultant would review the contested issues. How can Unicorn's consultant objectively respond to comments that question the accuracy and credibility of its own work product?

Which is why YHPC has urged the Planning Board to require Unicorn to pay for an outside independent, to review Unicorn's submission. This needs to be included in the scoping document.

At the Board's July 11 meeting, three reasons were cited for doing an Expanded FEAF instead of an EIS. How valid are those reasons?

An EIS will be too costly for Unicorn
What should be the Planning Board's paramount concern: what's best for the town or what's best for Unicorn? As long as the Board's requests are appropriate and reasonable, the Board should not be guided by Unicorn's costs.

An EIS will take too much time and delay the process
What matters should be the amount of information the Board needs to arrive at a well-reasoned decision, not the amount of time to takes Unicon to produce that information. Both the Expanded FEAF and EIS formats will be narratives, supported by appropriate tables and figures.

Once an EIS scope has been agreed to, no additional items can be added
When this question was asked at the July 11 meeting, the Board was told NO; the Planning Board could not request information on items not in the adopted scoping document. <u>But that response directly contradicts the SEQRA Handbook.</u>

Can issues be added after scoping has been completed?
Yes, but only based on the standards set forth in 617.8(f) and (g). Any agency or member of the public raising such issues must provide the lead agency and the sponsor with a written statement that...

Additional issues for the Board to consider in support of an EIS

The Board's July 11 discussion failed to identify density as a potential significant adverse environmental impact — despite the Board having raised the issue itself as far back as March, 2022 — and despite the fact that at the PIH, there were comments asking the Board to consider alternate development plans that reduced the overall density.

Density is a significant environmental issue as it relates to how much of the entire 13.8 acre historic site is disturbed (SHPO has determined that the ENTIRE site historic), the encroachment into wetlands and wetland buffers, and also the impact on neighborhood character. As a significant environmental issue, an EIS will require Unicorn to include alternate plans at lower densities.

Finally, I call the Board's attention to the fact that the public will only be able to comment on what additional information Unicorn will be required to submit as part of the EIS process. The state recognized the importance of public input in the SEQRA process — as early in the process as possible — when it amended SEQRA in 2018 to require public input in the scoping process. As explained in the SEQRA Handbook,

Why must the public be involved in scoping?
The regulations require public involvement in scoping to reduce the likelihood that unaddressed issues will arise during public review of the draft EIS. Early public review and input can ultimately shorten the SEQR review process by raising potentially contentious issues early on, allowing the lead agency and project sponsor to address them in a timely manner.
Even if the lead agency later determines that some issues raised by the public do not constitute "potentially significant impacts" and does not include them in the final scope for the EIS, the record will show that they were raised as well as explain why they are not being considered further. Additionally, early public involvement can limit rumors and inaccurate stories regarding the proposed project that can be generated when project information is unknown or only partially available.

Yes, the Planning Board provided the public with an opportunity to comment on the Underhill Farm plan at the PIH. But public comment shouldn't end there — especially if the comments are ignored in an Expanded FEAF process. Also keep in mind that if the Board doesn't opt for the EIS approach but proceeds to "massage" issues at work sessions with Unicorn, the public won't be able to comment on that "massaging" until a public hearing sometime in the future when the parameters of the site plan will have, for the most part, been fixed. And public input at that late stage in the review process could create additional delays for Unicorn, as well as additional costs.

In a separate memo, I will suggest issues that should be included in a scoping document.

RECEIVED
PLANNING DEPARTMENT
JUL 11 2022
TOWN OF YORKTOWN

MEMO

To: Planning Board
From: Susan Siegel
Date: July 9, 2022
Re: SEQRA and "next steps" for Underhill Farm

In advance of Monday's discussion on the Underhill Farm application, I'm writing to urge the Planning Board to consider adopting a pos dec and moving as expeditiously as possible for scoping and a DEIS.

I don't pretend to be an expert on SEQRA. Far from it. But hopefully the following comments will be helpful in your discussion.

From the SEQRA Handbook:

> **Are there standards or thresholds for a positive declaration?**
> Yes. A lead agency must prepare a positive declaration if it finds, based on comparing the information in the EAF to the criteria in the SEQR regulations (617.7(c)), that one or more adverse environmental impacts may be significant.
>
> **Must a positive declaration be made if conditions of approval for the action would eliminate or adequately mitigate the potential significant impacts?**
> If the agency's jurisdiction contains objective standards that eliminate or adequately mitigate all identified significant adverse environmental impacts, the agency would have a basis for concluding that the action, as ultimately approved, would have no adverse impacts, and could therefore issue a negative declaration. If only some of the identified adverse environmental impacts are addressed by the jurisdictional standards, a positive declaration would still be required. (Emphasis added..)

Based on the EAF and other documents submitted by the applicant, public input and early comments from Planning Board members, the threshold for a pos dec appears to have been met. Additionally, the mitigation plans that have been submitted do not satisfactorily address those adverse impacts.

- **Traffic**: Even if Transpo comes up with a long term plan to improve Route 118, there's no certainty that the improvements will be constructed in time to address the adverse traffic impact from Underhill Farm. A $450,000 contribution to fund future improvements is not adequate mitigation.
- **Historic:** There is no real mitigation plan that adequately addresses the adverse impact on the entire historic site.
- **Density and commercial uses:** No mitigation plan has been submitted that addresses the adverse impact on neighborhood character.
- **Sewer infrastructure**: The Yorktown Heights Sewage Treatment Plant is nearing its permitted capacity. But the EAF does not appear to include flow numbers from the project's proposed commercial uses (heavy water users), as well as the flow from 315 additional long planned hook ups.

Note also that according to the SEQRA Handbook, the project's alleged benefits, e.g., $1 million in tax revenue and a public park, cannot be used to justify a negative declaration.

> **Can you balance benefits against adverse impacts to make a negative declaration?**
> No. A negative declaration cannot balance whether the beneficial aspects of a proposed action will outweigh its adverse impacts. Rather, the determination of significance for an action must consider whether the proposal has any probable significant adverse environmental impacts.

QUESTION: Should the Planning Board consider an expanded FEAF as an alternative to a DEIS?

The major difference between the two appears to be that there is a required public role for the DEIS, but not the expanded FEAF. (It was only after public input at a Town Board meeting that the Transpo proposal was revised to include an additional key Route 118 intersection.)

- **Scoping:** Not part of the FEAF process – but is required for a DEIS – WITH public input
- **Public review:** Not required for an FEAF – but IS required for a DEIS – either written comments or an optional public hearing.
- **Final EIS:** Must respond to comments during public review period. No such requirements for an expanded FEAF.

July 22, 2022

RECEIVED
PLANNING DEPARTMENT
JUL 22 2022
TOWN OF YORKTOWN

To: Planning Board

From: Yorktown Heritage Preservation Commission

Subject: Historic—Where are we now?

Chairman Fon and Board Members,

Why a Positive Declaration is the Only Correct Decision

1. Unicorn's current plan plus SHPO's declaration that the intensity of the construction and the demolition of the historic resources constitutes a SEQRA Adverse Effect finding.
2. SHPO requested Unicorn explore alternatives to avoid or mitigate the adverse effects of the development.
3. Unicorn's Alternative Analysis (Letter of Resolution-LOR-aka mitigation plan), drafted January 22, 2022, is inadequate and not viable.
4. Therefore, in accordance with SEQRA provisions, one significant adverse environmental impact that cannot be satisfactorily mitigated requires a **Positive Declaration,** triggering an **Environmental Impact Statement (EIS).**

This letter, submitted in two parts, Summary and Supporting Details, lays out this conclusion, including a recap of the unresolved historic issues and unanswered questions for the Underhill Farm project. SEQRA requires that these unanswered questions, previously submitted into the Public Record, are answered in an EIS and that qualified, experienced historic restoration architectural and cultural landscape specialists are hired to provide independent, third party assessments of all of Unicorn's studies and documents (like is being done for traffic and wetlands).

I. SUMMARY

Acknowledgements of a Significant Adverse Environmental Impact

1. On May 27, 2021, SHPO declared an Adverse Effect finding for the Underhill Farm property, stating: "With the intensity of construction proposed the setting and feeling of the property would significantly altered. We further note that the demolition of the contributing outbuildings on site are proposed for removal. **Under the provisions of Section 106*, the demolition historic resources is deemed an Adverse Effect."**

*Reissued on October 18, 2021 from Section 106, National Historic Preservation Act to Section 14.09, New York State Historic Preservation Act

2. On September 23, 2021, Planning Director, John Tegeder, in a solicited a letter of support for the development from the archaeology consultant, noting that the plan called for removing the subordinate buildings, stated: **"We note the loss of at least one subordinate building is an adverse impact to historic and cultural resources which would result from the proposed development."**
3. On page 19 of the archaeologist consultant's February 2021 Historic Building Assessment report, the consultant states: **"The proposed demolition of the barns and outbuildings can be considered an adverse effect on the Underhill Farm Complex."**

Failure to Satisfactorily Mitigate Significant Adverse Environment Impact

1. The Letter of Resolution (LOR), drafted on January 22, 2022, by the applicant, Paul Guillaro, and only signed by the applicant, was created before the Town Board ever granted Unicorn overlay designation. It does not reflect the current density, and is not only out of date but woefully vague and inadequate in explaining what mitigation is planned for the ENTIRE property.
2. At the June 13 PIH and in a June 17 letter to John Tegeder, the archaeology consultant incorrectly conveyed the impression that SHPO is on board with the out of date January LOR. In a June 23 email (submitted into the Public Record), SHPO states: "The SHPO will not sign the LOR until I have confirmed with the Town that there is no more

opportunity for SEQRA public comment and I have had the opportunity to review and consider the public comments and Towns responses."

3. At the July 11 Planning Board Work Session, the Planning Department conveyed that the January 22, 2022 Unicorn LOR was supported/accepted by SHPO, a statement that directly conflicts with the June 23 SHPO LOR email commitment.

SHPO Requested Mitigation Measures Are Based on Maximizing Profit, Not Minimizing the Adverse Impact on Property's Historic Character

1. Unicorn's archaeology consultant stated that the Alternatives Analysis indicated no viable options to meet the project's stated financial goals:

"The financial feasibility of multifamily housing is contingent on the economy of scale generated by developing a significant number of units. Reducing the scale of the project alters this goal, and make the project and the associated community enhancements, no longer financially viable." (Yet the number of units has been reduced, 165 to 148):

Then it follows that Unicorn would not consider retaining the outbuildings or reducing the density as viable options. **The effect of the alternatives cited, including lower density and no-build, must be assessed for the historic property, not versus Unicorn's financial goal. The effect should not be rejected as infeasible because it did not meet Unicorn's profit goal especially in light of the Planning Board's declaration at the project onset that density is one of the four major focus areas the Unicorn needed to address (density, historic, wetlands, traffic).**

2. The archaeology consultant repeatedly states that Unicorn's goal is: build the maximum number of residential units possible to justify a) its return on investment and b) its self-initiated community "improvements" for which there is no documented community demand.

While no Unicorn option addressed the reduction in density due to the financial investment required, Unicorn is planning $2.4M in "community improvements:" $1M to restore the main building to "reopen to the public"—commercial establishments, a regional inn and a restaurant, are planned, $850K to create a public park and renovate the ice pond (for rechanneling the wetlands to enable additional unit density in the western area), $250K to maintain the Captain Underhill house, $300K for a new community gateway.

There is no documented need or demand for these "community improvements"-- no demand for a fifth park in the Heights area. In the early version of the Unicorn plan, there were stated "public benefits" for the mansion: Town offices, conference rooms, Yorktown Museum, Yorktown Historical Society space. These "public benefits" have been replaced with 100% commercial use establishments: regional inn and restaurant.

3. In the Alternatives Analysis, Unicorn revealed that it explored other properties in Yorktown that "have appropriate size, zoning and allow mixed use." The Planning Board needs to require Unicorn to present these options (Alternatives Analysis, page 13).

Significant Adverse Environmental Impacts on the Entire Historic Site, Irreparably Altering Neighborhood Character

1. On February 22, 2022, the Town Board granted approval for Underhill Farm to be considered under the new Planned Design District Overlay Zone law; Unicorn submitted its plans for the development:

-removing 523 trees and vegetation
-demolishing and/or removing the seven outbuildings
-clearing, excavating / grading 13.8 acres of park like land, open space leaving less than three acres of undisturbed land to accommodate excessively high density construction
-infilling the graded 10 acres for construction of the dense residential complex
-rechanneling of wetlands in the western part of the property to allow more land for construction /filling in wetland buffers to allow for additional buildable land
-installing a restaurant on the first floor of the historic building and a regional inn on the second and third floors

-disturbing, destroying and transforming mostly open, undeveloped 13.8 acres into a high density, large construction site: 148 units of townhomes, condos and apartments
-constructing a new, multi-story, 11K sq. ft. commercial / retail building that will visually encroach / overpower the Italianate architectural centerpiece, resulting in a total of 17,580 sq. ft. of commercial / retail space

Applicant Only Studies, Lack Independent Corroboration

1. Each of the "historical studies/documents" completed for the Underhill Farm development project is an "Applicant" study: paid for by Unicorn, performed by a single Unicorn consultant, interpreted by a single Unicorn consultant and presented by a single Unicorn consultant.
2. In Unicorn's October 2021 Additional Information Study, the applicant's archaeology consultant solicited several letters of support for Unicorn's development plan and removal of the outbuildings, including:
-two Town Board members, and an insurance risk manager, and without the historic restoration or architectural technical qualifications and no technical on-site inspection, stated the outbuildings should be removed
-an engineer was asked to review the archaeologist's Alternatives Analysis study, and then determine the structural integrity of the outbuildings; the engineer stated, in a two paragraph letter covering eight structures, main and seven outbuildings, his findings which aligned precisely with the findings of the Unicorn archaeologist's Alternatives study, and did not include any report, with a methodology, detailed findings or conclusions
-the archaeologist also solicited a letter of support from the Town's Building Inspector who stated his support for the developer's proposal and recommended demolition of the outbuildings without providing the details of inspection (methodology, building by building findings) nor recognizing the historical significance of the structures

All of the solicited input essentially **repeats and parrots the contents** of the archaeology consultant's Alternative Analysis report, without regard to the structures' historic or architectural significance or context. This is the very reason that independent, third party assessments are needed by experts in historic preservation for this state and national register eligible property.

Omission and Misrepresentations

1. Unicorn archaeologist's consultant studies and documents reflect omissions, misrepresentations, inaccuracies and assertions without proof or fact; a few examples include:
-continually representing the out of date January 22, 2022 LOR as supported by SHPO vs. communicating what SHPO committed in their June 23 email, Nancy Herter, Director, SHPO Technical Services (above)
-failing to acknowledge a significant Revolutionary War and French encampments in Yorktown, a potentially significant event in the proximity of Underhill Farm property
-falsely stating that Dr. Robert Selig, preeminent historian and scholar for Washington Rochambeau Revolutionary Route Trail, indicated the French encampment was located a mile to north of the Underhill estate to Hallock Mill
-asserting, without any proof or facts, that there were no viable options in the Alternatives Analysis to avoid or mitigate adverse effects of the proposed development
2. Unicorn's assessment of the outbuildings, February 2021, was made by the Unicorn archaeology consultant based on visual observation alone, without testing or technical input from construction experts and without SHPO's determination that the outbuildings were historically significant and eligible for National Register.

Unclear Professional Credentials and Relevant Portfolio Experience for Unicorn Consultants

1. A year after the project was publically announced, the historic and landscape restoration architects / experts are still unidentified and restoration plans are still unknown. Unicorn has repeatedly indicated that it is investing $1M in restoring the main mansion and committed that a "world renowned architect designed the project ...and that "award winning team of architects, engineers and historic and environmental experts" would execute the project.

To date, Unicorn has not identified these individuals, their credentials, nor supporting work portfolio. Unicorn's historic architectural restoration resources and relevant portfolio need to be introduced, including experience in

respecting the architectural and historical significance of the centerpiece—the 19th century Italianate structure—so that its visual impact will not be swallowed up by 148 units of townhomes, condos and apartments by a large, multi – story 11K sq. ft. commercial structure.

2. The Underhill Farm property is a cultural resource and presents as a scenic gateway to the community. Unicorn consultants have offered no specifics about what is meant to "retain the historic landscape" and to the "extent possible." The Planning Board has asked numerous times whether the landscape will reflect the 1886 Scharf lithograph, Floral Villa, introduced by the Unicorn archaeology consultant. Both the Unicorn archaeologist and the Planning Department have indicated yes but offer their opinions, without cultural landscape credentials, about how it might change.

The historic character distinguishing/defining features need to be understood: topography, relationship to adjoining streets, importance of side projections, stone walls, pond, entry gate, planting, vegetation, pathways/walk, and parking. Clarification is needed regarding which features will be eliminated, retained, and/or modified and how. Plans need to be clarified by a qualified a landscape architect with a proven track record/experience in cultural landscaping, heritage planting and biodiversity.

3. Unicorn and its preservation and cultural landscape architect resources need to present the plans: lower density alternatives, alternate siting options, character defining features analyses, restoration architectural and cultural landscape plans and an integrated master plan, including the interrelationships and hierarchy among all the elements of the property that address the historically and architecturally significant ENTIRE property (parklike lawns, pond, stone walls, trees, vegetation, and entry gate).

4. At the July 11 Planning Board Work Session, the Planning Board and Planning Director referred to Unicorn's archaeology consultant as the project's *historic consultant and* produced a memorandum summarizing the issues submitted into the public record; numerous questions were addressed to Unicorn; for those questions, the Planning Department indicates that the "Applicant can elaborate, Historic consultant can elaborate." The issues need to be addressed by a qualified expert in historic restoration.

5. In a June 17 letter to John Tegeder, the archaeology consultant makes numerous unsupported assertions and conjectures about the future of the "Mansion," building standards and codes, impact on historic features and integrity, adaptive reuse, and includes vague, unspecific and unapproved developer plans and commitments.

The Unicorn archaeology consultant continues to submit generalities about the historic restoration plans with no specificity regarding the architectural standards, character defining features to be removed, retained and / or impacted nor any details for how and by whom and when these efforts will be accomplished.

Unicorn's archaeology consultant needs to present her credentials and actual work history in historic restoration and cultural landscape projects; it is not enough to cite memberships in professional organizations or National Park Service certifications:

https://hvculturalresources.com/about.html

State and National Register Eligibility Determination Questioned

1. At the July 11, 2022 Planning Board Work Session, the Planning Department questioned SHPO's May 27, 2021 Underhill Farm eligibility determination for State and National Registers of Historic Places. The Planning Department should address any concerns about the legitimacy of the designation, criteria, eligibility or process, directly with SHPO's Technical Services Bureau.

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2. At the same meeting, the Planning Department also stated that the author of the Comprehensive Plan indicated that Underhill Farm (formerly Beaver Conference Center) was eligible for local and state register (not national), indicating lack of support for national "landmarking"; but failed to note that state and national designation are

synonymous (it is rare to receive only State recognition without national); and SHPO has declared that Underhill Farm is eligible for **both** State and National register eligibility.

II. SUPPORTING DETAILS – UNANSWERED SEQRA QUESTIONS FOR UNICORN

Detailed Comments and Questions - Phase 1A Literature Search and Sensitivity Assessment and Phase 1B Archaeological Field Reconnaissance, January 2021 – Historical Dropbox link

In the 1A study, in the historical context section, page 12, the study fails to acknowledge a significant historical event: the existence of the French encampments during the Revolutionary War in Yorktown in the very geographic area where the Underhill Farm property is located (several thousand French Army troops camped here in 1781). In the 1B study, it states that Franco Zani Jr. supervised the study.

Questions:

1. Was a Revolutionary War encampment ever located on the Underhill Farm property? If yes, is there potential archaeological value associated with this encampment?

2. Who is Franco Zani, Jr. and what are his credentials Vis a Vis OPRHP requirements? What was his role vs the archaeology consultant's role in performing this study?

Sixty-five shovel (27%) tests were not excavated of our calculations of 240. Another forty-three (18%) were terminated due to tree roots, drainage pipes. This is 108 out of 240 or 45% or almost half were not undertaken.

Questions:

3. What number of shovel tests and at what intervals does the OPRHP and NYAC standards and methodology require for this property area and sensitivity area? 50 feet, 25 feet? How does the Applicant study compare to the standards?

4. Test 63 bricks at depth and Test 98 historic driveway: are these archaeologically significant? Possible foundation? part of the landscape? period of significance? Not discussed in report.

5. There are several artifacts found in the testing but not recorded in the catalog, e.g. discrepancies between test records and catalog.
-Pearl ware (c. 1780-1820) noted in test B-A-6, not in the catalog?
-B-A 17 pipe bowl
-B-B 2 horseshoe discarded?
-B-h1 pearl ware
-B-J 3 pearl ware

6. Where is the quantitative summary of the shovel test results to support the conclusion: "the proposed undertaking will not affect significant archaeological deposits. In the opinion of HVCRC that no additional archaeological investigation are warranted for the proposed Project."

Questions:

7. How can this conclusion be derived when 45% of the shovel tests were not completed?

Detailed Comments and Questions - Power Point Presentation, Consultation with New York State Historic Preservation Office for Cultural Resources, April 25, 2022 - Historical Dropbox link

Reference the Page Labeled Investigations and HHPO Review, our count page 2

It states that Philip Perazio of OPRHP indicated "No archaeological concerns regarding this project." Further, in the April 27, 2021 letter from Philip Perazio to Tim Miller Associates, it states: "Based on the information provided, we have no further archaeological concerns."

In the historical context of the Applicant's study, the study fails to acknowledge a significant historical event: the existence of the Revolutionary War encampments in Yorktown in 1781 in the very area of the Underhill Farm property.

Questions:

8. Why was the study prepared for Tim Miller Associates vs. the property owner, Soundview Underhill, LLC (Unicorn Contracting)?

9. How does the Applicant propose to rule out, prior to any survey, any potential archaeological value of the full Underhill Farm property associated with the French encampments?

In interviews with Underhill Farm employees and people familiar with the property, they report the existence of tunnels on the property.

Question:

10. How does the Applicant propose to rule out, prior to any excavation, the existence of tunnels and potential archaeological value?

11. Full Environmental Assessment Form, Question E2.g. Are there any unique geologic features on the project site? Answer is No. Are there?

Detailed Comments and Questions – Power Point Presentation – Consultation with New York State Historic Preservation Office for Cultural Resources, April 25, 2022 - Historical Dropbox Link Continued

Reference the Page Labeled Investigations and SHPO Review, our count pages 2-4, and SHPO letter

It states: "On May 27, 2021, Derek Rhode of (OPRHP) reviewed the proposed project and indicated that Floral Villa "also known as the Underhill Estate and Soundview Preparatory School, is eligible for listing in the State and National Registers of Historic Places.

The determination letter further states "The mansion, outbuildings, farmland, parklike lawns and stone walls all contribute to the property and retain integrity. Our office has reviewed the proposed development of the property. With the intensity of construction proposed the setting and feeling of the property would be significantly altered. Under the provisions of Section 106, demolition of historic resources is deemed an adverse effect."

Questions:

12. Why did the Applicant fail to include the OPRHP letter determining that the Underhill Farm was eligible for State and National Register of Historic Places?

13. Why did the Applicant fail to acknowledge that THE ENTIRE Underhill Farm is eligible for listing on the State and National register of historic places?

14. Why did the Applicant fail to acknowledge that the "intensity of the construction proposed and setting and feeling of the property" and the demolition of the outbuildings result in an OPRHP Adverse Effect finding for the entire property?

The May 27, 2021 letter from OPRHP states that "During the Section 106 process, consulting parties should be invited to participate in the process. Please note that the Yorktown Heritage Preservation Commission (YHPC) and the Underhill Society of America, Inc., may be interested in being included as consulting parties as required under 36 CFR 800.2."

Question:

15. Why did the Applicant fail to reach out to YHPC for consultation in May 2021?

The Applicant's Power Point presentation further states: "August of 2021 Derek Rhode of (OPRHP) reviewed the Alternatives Analysis and requested additional information."

Questions:

16. What "Additional Information" was provided? Please post a copy of this "study" in the Dropbox for review and comment.

From November 2021 through February 2022, the Applicant engaged in several mitigation discussions with OPRHP; on March 21, 2022, "Nancy Herter (OPRHP) indicated the LOR (Letter of Resolution) would be executed after the completion of the SHPO process."

Questions:

17. This is incorrect. The Herter March 21, 2022 letter states that "OPRHP will review and execute the Letter of Resolution at the completion of the SEQRA review process." See June 23 email update submitted into the Public Record on June 30.

Mansion Building (our page count 6)

The Applicant's plans have been presented in a fragmented fashion, making it challenging to understand the integrated master plan, and the interrelationships and hierarchy, that addresses the ENTIRE property that OPRHP determined eligible for National Register. To illustrate:

The Applicant indicates that:

-the Mansion will be rehabilitated,
-the exterior will be retained,
-historic features of the interior are planned to remain,
-the interior will be rehabilitated on bringing the Mansion up to current building code
-the proposed rehabilitation efforts are a principal aspect of this overall project

These are broad and general statements which offer no clarity or specificity regarding the architectural standards, character defining features, plans or details for how any of these efforts will be accomplished.

In addition, the Applicant has indicated that the interior of the main mansion is going to be:
- parts of the building will serve as a historical and multi-purpose center with public access
-a coffee shop
-a cafe
-offices for the Yorktown Historical Society
-Town of Yorktown offices
-conference room spaces
-Town of Yorktown administrative services
-home of the Yorktown Museum

Most recently, Unicorn plans to install commercial establishments, a restaurant on the ground floor and a regional in on the second and third floors.

There continues to be a great deal of fluctuation and uncertainty regarding the Applicant's internal plans.

In addition, the Applicant has publicly committed $1M to:
-preserve the Underhill Mansion
-restore Captain Underhill House,
-rehabilitate the Underhill House

18. It is unclear how the planned investment is going to be used. How?

Ancillary Buildings (our count page 7 and two page consultant letter)
The Applicant indicates that the outbuildings should be demolished or removed and are not salvageable due to structural issues.

Questions:

19. What professional credentials and experience does the Applicant possess to assess the structural integrity of the buildings and make these claims, especially based on visual inspection?

20. What is the Applicant February 8, 2021, two page letter based on? Is there a more in depth study? If so, please make it available for review and comment.

Setting (our count page 8)
The Applicant states that the "existing landscape setting will be preserved **"to the extent possible"**--the routes of the existing driveways, lawn spaces and the pond will be retained.
New paths will be designed in a curve-linear fashion to resemble the historic layout. Parking locations have been determined in consultation with the Town of Yorktown. Trees that need to be removed will be replaced in kind. Changes to the vegetation will be subject to Town of Yorktown ordinances.

Questions:
21. What does "to the extent possible" mean?
22. What does preserve mean?
23. What existing driveways, lawn spaces and pond (all or part) will be retained?
24. What is landscape plan that integrates this all together in light of the OPRHP state and national register eligibility determination for the historic setting and feeling of the entire Underhill Farm property?

Architectural Plans – Dropbox link
The Applicant has produced renderings, floor plans and elevations for apartments, condominiums and townhomes. No information is provided regarding character defining features that will be retained or impacted and how nor are there specific plans for the overall proposed development: buildings (exterior and interior) and all of the elements that make up the historic setting and feeling of the property.

Trees – Dropbox link
The Applicant has stated that there are 703 "protected trees" on the 13.78 acre Underhill Farm property. Approximately 523 of these trees would need to be removed for the proposed development (approximately 10.9 acres, about 80% of the total acres). The Applicant did not acknowledge that the Underhill Farm property is an

historic cultural resource / landscape nor that the ENTIRE property was designated by OPRHP as eligible for State and National Register listing.

The Applicant indicates that a **final** landscaping and tree replacement plan has not yet been completed. The Applicant is proposing a detailed invasive species management program for the property and a landscaping plan that will incorporate a number of native species into the landscape.

A **preliminary** landscape plan has not been presented.

Questions:
The Applicant has indicated that a "world- renowned architect designed the project" and an "award winning team of architects, engineers, and historic preservation and environmental experts" created the Underhill Farm plan.

25. Please identify who these individuals are, their firms, credentials and the specific world recognition / awards they have received in their respective fields.

26. What specific historic restoration experience does the Applicant have (Soundview LLC / Unicorn contracting, Inc.)? ...that is, similar to the proposed Underhill Farm project – respecting the architectural and historical significance of is focal point—in this case, 19th Italianate structure--while surrounding the showplace with the "intense" construction per OPRHP of a 148 residential complex of four story townhomes, and multi-level condominiums and apartments while simultaneously juxtaposing a multi-story 11K sq. ft. commercial and retail building next to it?

Please describe the project(s), location, name of the restoration architect and credentials, the project objectives and the end results (demonstrate how the historic and architectural integrity of the center piece was preserved).

27. The Underhill Farm is a cultural resource and presents as a powerful gateway and enduring cultural landscape to the community. Please provide a list of ALL of the character distinguishing / defining features (visual and physical) the Applicant is addressing with the Underhill Farm development project? Include but not limit to:

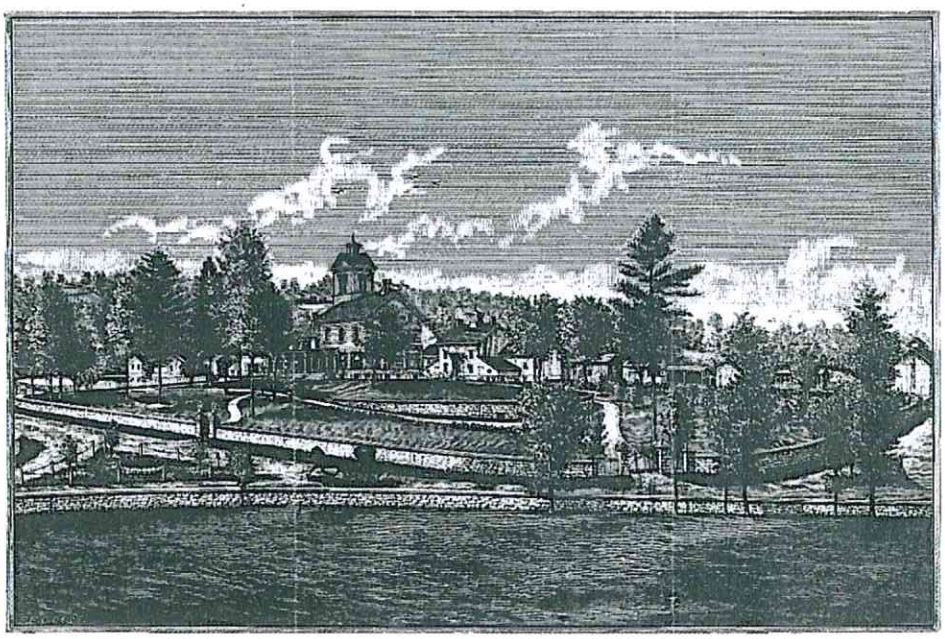
-exterior of buildings (style, size, shape, roof, roof features, windows, doorways, porches, materials, opening, trim, shutters, gables, etc.)
-interior of buildings (related spaces, stairways, fireplaces, mantles, plaster ceiling medallions, molding, lighting, hardware, individual important space, materials and finishes
-setting and feeling (topography, relationship to adjoining streets, importance of side projections, stone walls, pond, entry gate, plantings, vegetation, pathways/walkways, etc.)

28. For each of these character defining features, indicate which will be retained?

29. For each of the character defining features, indicate which will be impacted and describe how?

30. What are the architectural plans and timing for construction of the 11K sq. ft. commercial/retail building?

31. What specific architectural plans will address how the 19th century focal point Italianate main mansion will be respected vis a vis the surrounding 148 units of apartments, condos and townhomes? E.g. not be swallowed up or overpowered by the residential complex or the juxtaposed four story commercial building.



"FLORAL VILLA."
RESIDENCE OF EDWARD B. UNDERHILL,
YORKTOWN, WESTCHESTER CO., N. Y.

The Applicant's consultant presented the lithograph above at the May 9, 2022 Planning Board meeting (and in the 1A Literature Search and Sensitivity Assessment, page 23, Alternatives Analysis, page 5). The lithograph is of the Underhill Farm property, Floral Villa by its owner, Edward Underhill, published in J. Thomas Scharf's 1886 History of Westchester County New York. The Planning Board asked the consultant how much of this setting will be retained in the Applicant's plans. As the Underhill Farm property is a potential national and state cultural resource and a magnificent historic landscape in our community:

32. What is the integrated master plan, including the interrelationships and hierarchy among all of the elements of the property that addresses the ENTIRE property's OPRHP eligibility determination: the mansion, outbuildings, and the setting and feeling (farmland, park like lawns, pond, stone walls, trees, vegetation, and entry gate)?

Detailed Comments and Questions – Alternatives Analysis Study Performed by Hudson Valley Cultural Resource Consultants, Ltd. - Historical Dropbox link

Hudson Valley Cultural Resource Consultants, Ltd., (HVCRC) was retained (paid) by the owner, Unicorn Contracting, Inc.,), to perform an Alternatives Analysis Study. The study states to address "an exploration of prudent and feasible alternatives that might avoid or reduce the project effects," of the planned development.

The study was conducted by HVCRC with the understanding that its client, Unicorn Contracting, is seeking to develop the 370 Underhill Avenue property into large residential housing complex.

Specifically, the developer's plans call for:

-clearing, excavating / grading 13.8 acres of open space park like land to about three acres of remaining land

-removing at least 500 mature trees, and hundreds if not thousands of flora and fauna

-demolishing and/or removing the seven outbuildings,

-installing an eating establishment on the first floor of the historic building and an inn on the second and third floors of the historic building

-fabricating 165 (at the time), now 148 condominiums/apartments targeted to seniors

-building a new four story, 11K square feet commercial / retail space building next to the historic main building

HVCRC is a firm specializing in archaeology services. Regarding the structural condition of the buildings, the Alternatives Analysis was conducted based on "visual observations of the Floral Villa Estate. No testing or comprehensive structural analysis has been completed for this Alternatives Analysis."

3. Introduction and Project Description

a) The HVCRC Alternatives Analysis fails to state that on May 27, 2021, Derek Rohde, New York State Office of Historic Preservation, issued an Adverse Effect finding for the entire Underhill Farm property, 370 Underhill Avenue, under Section 106 of the National Preservation Act of 1966. "Our office has reviewed the proposed development of the property. With the intensity of the construction proposed the setting and feeling of the property would be significantly altered. We further note that the majority of outbuildings on site are proposed for removal. Under the provisions of Section 106, demolition of historic resource is deemed an Adverse Effect."

Note: On October 18, 2021, the identical Adverse Effect finding was amended to Section 14.09 of the New York State Historic Preservation Law of 1980.

b) The Alternatives Analysis study (Alternative #1) failed to examine a single project smaller in scale, indicating that "reducing the project size would impact the overall financial viability of the planned project."... "The reduced scale would not achieve the level of investor rate of return necessity for a privately funded project." The analysis failed to provide any basis in fact to support this assertion (such as analysis scaled back options—e.g. 75 units, costs, financials to show return on investment).

Questions:

33. What lower density options were examined?

34. What is the quantifiable proof with rate of return calculation for each option that supports the Applicant's assertion?

c) The Alternatives Analysis study (Alternative #1) states that a "scaled back project" (vague, not defined or quantified) would not provide "needed housing units within the Yorktown Heights region of Westchester County, needed parking and community space, and safety improvements at a nearby intersection." No quantitative data to support these assertions – needs, requirements, or business cases – are provided.

Questions:

35. What are the needs analyses, methodology and sources, and quantified demand with assumptions for:

-housing units
-parking space
-community space
-safety improvements at a nearby intersection?

d) The Alternatives Analysis study (Alternative #2) states: "There are a limited number of properties available within the region that have the appropriate size and zoning that will allow mixed use development.

Summary and Conclusions

"Unicorn Contracting has explored the other available properties in the Town of Yorktown,"... however, due to the Yorktown Heights Design Overlay District, this property is uniquely suited to provide both residential and commercial opportunities, as well as retain a significant historic resource."

Questions:

36. What other properties were assessed?

37. What are the results of the financial assessments for each property?

e) The Alternatives Analysis study (Alternative #3) discusses adaptive re-use of the outbuildings into multi-family housing units concluding that due to their construction, age, current condition and prohibitive cost to modify, "any renovations to these buildings to create additional housing units would significantly alter the architectural and historical integrity, and fail to provide a sufficient number of housing units to meet the project goals."

Questions:

38. Why didn't the Applicant include discussions about adaptive re-use of the outbuildings with the Yorktown Heritage Preservation Commission as suggested by SHPO in their letter dated May 27, 2021 letter?

39. What are quantitative analyses to support the Applicant assertion that "any renovations to these buildings to create additional housing units ...would fail to provide a sufficient number of housing units to meet the project goals."

The Alternatives Analysis study (Alternative #4) outlines a "no action" option with the owner/developer keeping the property underutilized and vacant, resulting in further deterioration of the buildings and the community's continued lack of access to the property if the project did not move forward as planned.

Questions:

40. What is the Applicant's documented community requirement / demand statement supporting the need to access this private property for recreation benefits?

41. How does the Applicant benefit by offering recreational benefits to the community on his private property?

The Applicant's Alternatives Analysis study (Alternatives #1-4) engaged in circular reasoning. The Applicant's plan to fabricate 148-165 residential units was a given. Naturally, it would follow that the alternative options considered to address the overall scale of the project and the historic setting and feeling of the property would not be viable.

Question:

42. Why does the study fail to address how the proposed development impacts the open space, character or quality of historical resources, community or neighborhood?

Further, in the Summary and Conclusions, it states that the "rehabilitation is expected to cost close to 1 million dollars, and will **revitalize** this vacant and unused resource. The current plan for this building is to create office and conference room spaces, and rejuvenate the outdated and older portions of the building. The current plans include retaining the historic elements of the building to preserve the overall historic integrity of the structure."

Questions:

43. How will the rehabilitation **revitalize** the unused resource?

44. How will the outdated and older portions of the building be rejuvenated?

44. What historic elements of the building will be retained to preserve the overall integrity of the structure?

"While the construction of the new buildings adjacent to the former Underhill Mansion will have a visual effect, however, it can be minimized through architectural style, building design and materials as well as landscaping and vegetation." …."The community will be able to utilize this reinvigorated property that is currently underutilized."

Questions:

45. What does "visual effect" mean?

46. What specifically can be minimized through architectural style, building design and materials as well as landscaping and vegetation…and how?

Detailed Comments and Questions - Full Environment Assessment Form – Included - March 28, 2022 Planning Board Meeting Packet

The form is signed and dated, eighteen months ago, on December 9, 2020, prior to the PDDOZ zoning law being passed and the Underhill Farm being qualified by the Town Board under the new PDDOZ law.
-it shows Soundview Preparatory School as the property owner; many other questions appear to have appear to have out of date answers or are incorrect. To illustrate:

In Question E.3.e., it asks: does the project site contain, or is it substantially contiguous to, a building, archaeological site or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and historic Preservation to be eligible for listing on the State Register of Historic Places?

Question:

The answer is NO. This is incorrect. The entire Underhill Farm property has been deemed eligible for listing on the State and National Register of historic places on May 26, 2021.

Other comments and questions:

In the Brief Description section on page 1, it states that the Project will provide for public benefit amenities….space for Town offices and administrative services?

Questions:

47. What space at Underhill Farm will be used to provide offices to the Town of Yorktown? What are the financial parameters, terms, benefits, between the Underhill Farm developer and the Town of Yorktown, over what period of time?

48. What specific Town offices will be provided space? What criteria are used to select the offices and by whom? When will the Town offices move to the Underhill Farm property?

In the Brief Description section on page 1, it states that the Project will preserve a locally significant structure through creative adaptive re-use of the existing building.

Questions:

49. What specifically is meant by creative adaptive re-use of the existing building? And how will the creative adaptive re-use preserve the locally significant structure?

In the Brief Description section, it states that the Project will house retail spaces, thereby increasing economic growth and activity.

Questions:

50. How many retail spaces will be created? Which ones?
51. What is the expected traffic impact to the neighborhood?
52. What quantifiable specific economic growth is expected over what period of time and who specifically will benefit in quantifiable terms?

53. Please provide the dates, methodology and results of the Tim Miller Associates biologist visits.

For the FEAF overall, please provide an accurate FEAF and repost to the Dropbox.

From: Robyn Steinberg <>
Sent: Friday, July 15, 2022 10:27 AM
To: 'lynn Briggs' <lynn1200@aol.com>; afetzer36@gmail.com; bridgetkrowe@gmail.com; tmcloughlin2384@gmail.com; christine.sisler@gmail.com
Cc: John Tegeder <jtegeder@yorktownny.org>
Subject: Confirmation of Interested Agency Designation - Underhill Farm Project

RECEIVED
PLANNING DEPARTMENT
JUL 15 2022
TOWN OF YORKTOWN

Lynn,

Sure, no one is objecting to your commission being sent referrals for this project. The commission already receives notification of submitted materials as they are submitted because it is a town advisory committee. For Planning Board actions we don't typically list the town's internal advisory committees/boards/commissions, but we can. Doing so doesn't change the process or what is sent to you. The only formal circulation that has been sent for this project is the attached Lead Agency letter. Next time a formal circulation is sent, I will list the YHPC under the Interested Agencies.

Robyn

Robyn A. Steinberg, AICP, CPESC
Town of Yorktown Planning Department
Albert A. Capellini Community & Cultural Center
1974 Commerce Street, Room 222
Yorktown Heights, NY 10598
Phone | 914-962-6565
Email | rsteinberg@yorktownny.org
Web | http://www.yorktownny.org/planning

****

From: lynn Briggs <lynn1200@aol.com>
Sent: Friday, July 15, 2022 8:57 AM
To: Robyn Steinberg <rsteinberg@yorktownny.org>
Cc: afetzer36@gmail.com; bridgetkrowe@gmail.com; tmcloughlin2384@gmail.com; christine.sisler@gmail.com
Subject: Fwd: Confirmation of Interested Agency Designation - Underhill Farm Project

Robyn, would you mind submitting this request into the Underhill Farm public record.

Thanks.

****

From: lynn Briggs <lynn1200@aol.com>
To: planning@yorktownny.org <planning@yorktownny.org>; rsteinberg@yorktownny.org <rsteinberg@yorktownny.org>
Cc: afetzer36@gmail.com <afetzer36@gmail.com>; bridgetkrowe@gmail.com <bridgetkrowe@gmail.com>; tmcloughlin2384@gmail.com <tmcloughlin2384@gmail.com>; christine.sisler@gmail.com <christine.sisler@gmail.com>; nmilanese@yorktownny.org <nmilanese@yorktownny.org>
Sent: Sat, May 7, 2022 9:09 pm
Subject: Confirmation of Interested Agency Designation - Underhill Farm Project

Dear Planning,

Please confirm that the Planning Board accepts, under SEQRA provisions, the Heritage Preservation Commission (F/N/A Landmarks Preservation Commission) as an "interested agency" for the Underhill Farm project.

Please refer to the appended June 28, 2019 letter.

Thank you.
YHPC
Lynn Briggs, Chairman
Adam Fetzer
Bridget Krowe
Tom McLoughlin
Christine Sisler

John A. Tegeder, R.A.
Director of Planning

Ilan Gilbert
Town Supervisor

TOWN OF YORKTOWN
PLANNING DEPARTMENT

Albert A. Capellini Community and Cultural Center, 1974 Commerce Street, Yorktown Heights, New York 10598, Phone (914) 962-6565, Fax (914) 962-3986

MEMORANDUM

To: Landmarks Preservation Commission
From: Planning Board
Date: June 28, 2019
Subject: Interested Agency in the Planning Board SEQR Process

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The Planning Board, at its June 24, 2019, meeting discussed the subject item. The Planning Board has accepted the Landmarks Preservation Commission as an interested agency for the actions in which the Planning Board circulates for lead agency.

If you have any questions, do not hesitate to contact this office.

Respectfully submitted,

Thomas D'Agostino

Tom D'Agostino
Assistant Planner

CC: Lynn Briggs (LPC Chairwoman)
Richard Fon (Planning Board Chairman)

Yorktown Town Hall
363 Underhill Avenue, P.O. Box 703
Yorktown Heights, NY 10598

(914) 962-5722
www.yorktownny.org

May 3, 2022

To: Involved & Interested Agencies

Subject: Underhill Farm
370 Underhill Avenue, Yorktown Heights
Section 48.06, Block 1, Lot 30
Town of Yorktown
Determination of Lead Agency

For the purpose of determining lead agency under the State Environmental Quality Review Act (SEQRA) and pursuant to 6, N.Y.C.R.R. Section 617.6(c) we are circulating an application for a mixed-use development to be processed under Yorktown's Planned Design District Overlay Zone (Chapter 300, Article XXXI of the Town of Yorktown Town Code) as shown on drawings titled "Preliminary Site Plan prepared for Underhill Farm," prepared by Site Design Consultants, dated June 22, 2020, and last revised March 16, 2022.

The involved & interested agencies in this action are as listed on the attached Lead Agency selection form.

Based on Section 617.6 criteria we suggest that the Town of Yorktown Planning Board is the proper agency to be designated as lead agency. Please advise us of your position on this matter within thirty days of this mailing.

Sincerely,

Robyn A. Steinberg, AICP, CPESC
Town Planner

TOWN OF YORKTOWN
PLANNING BOARD
1974 COMMERCE STREET
YORKTOWN HEIGHTS, NY 10598
PHONE: (914) 962-5722

LEAD AGENCY SELECTION FORM

This **LEAD AGENCY SELECTION FORM** is being circulated for the purpose of determining the Lead Agency under SEQRA for the project:

Applicant: Unicorn Contracting
Map titled: Preliminary Site Plan prepared for Underhill Farm
Prepared by: Site Design Consultants
Dated: June 22, 2020, and last revised March 16, 2022

Proposed mixed use development of 148 residential units, 11,000 SF retail, and recreational amenities. Original main structure to remain and to be used for a mix of uses. Development is proposed to disturb 10.9 acres of a 13.78 acre parcel in the R1-40 with authorization from the Town Board to be processed under Yorktown's Planned Design District Overlay Zone.

Location: 370 Underhill Avenue, Yorktown Heights, NY
Section 48.06, Block 1, Lot 30

Town Agency Initiating Lead Agency Process: Town of Yorktown, Planning Board

Contact Person: Robyn Steinberg, Town Planner
Mailing Address: Town of Yorktown Planning Department
1974 Commerce Street, Yorktown Heights, NY 10598

Telephone: (914) 962-6565
Email: rsteinberg@yorktownny.org

Date Mailed: May 3, 2022

Response Required: June 2, 2022

Type of Action: Type I

Involved Agencies:
- ✓ Town of Yorktown Planning Board
- ✓ Westchester County Department of Health
- ✓ NYC Department of Environmental Protection
- ✓ NYS Department of Transportation

Interested Agencies:
- ✓ Yorktown Central School District
- ✓ Westchester County Planning Board
- ✓ Metropolitan Transportation Authority
- ✓ NYS Office of Parks, Recreation, and Historic Preservation
- ✓ NYS Department of Environmental Conservation
- ✓ U.S. Army Corp. of Engineers

This **LEAD AGENCY SELECTION FORM** is being circulated for the purpose of determining the Lead Agency under SEQRA for the following project:

Applicant:	Unicorn Contracting
Map titled:	Preliminary Site Plan prepared for Underhill Farm
Prepared by:	Site Design Consultants
Dated:	June 22, 2020, and last revised March 16, 2022
Project Location:	370 Underhill Avenue, Yorktown Heights, NY Section 48.06, Block 1, Lot 30
Contact Person:	Robyn Steinberg, Town Planner, Town of Yorktown
Response Required:	**June 1, 2022**

Reply Form (to be complete by Involved Agency)

The _____ has examined this form and its accompanying documentation and (check A or B).

A. _____ Concludes that the proposed action is not likely to have a significant effect on the environment.

B _____ Concludes that the proposed action is likely to have a significant effect on the environment and (check appropriate choices 1,2,3,4)

1. _____ desires to be the Lead Agency.

2._____ recommends _____ be Lead Agency.
(list recommended agency)

3._____ comments are attached.

4._____ has no comment.

Reviewed by:

_____ _____

Date **Name** **Title**

PLEASE RETURN TO THE AGENCY INITIATING THIS PROCESS AS LISTED ON PAGE 1 BY THE DATE INDICATED. If your Agency does not submit a written objection to the Planning Board acting as Lead Agency, within thirty (30) days of the mailing of this notification to the contact person listed on page 1, then the Town of Yorktown, Planning Board will assume Lead Agency for this project.

Applicant Submissions

HISTORIC BUILDING ASSESSMENT
SOUNDVIEW- UNDERHILL FARM PROJECT

370 UNDERHILL AVENUE
YORKTOWN HEIGHTS, WESTCHESTER COUNTY, NEW YORK

PREPARED FOR:

TIM MILLER ASSOCIATES
10 NORTH STREET
COLD SPRING NY 10516

AND

UNICORN CONSTRICTING
10 JULIA LANE, SUITE 103
COLD SPRING NY 10516

HUDSON VALLEY
Cultural Resource Consultants, Ltd.
PO Box 264, Salt Point, NY 12578

February 2021

TABLE OF CONTENTS

- SOUNDVIEW-UNDERHILL FARMS IMPACT ASSESSMENT.....

A. INTRODUCTION 1

B. SOUNDVIEW-UNDERHILL FARMS 5

C. BUILDING CHARACTERISTICS..... 15

D. SUMMARY..... 17

E. ADAPTIVE REUSE OF THE EXISTING STRUCTURES 17

F. CONCLUSIONS AND RECOMMENDATIONS..... 18

G. BIBLIOGRAPHY 20

APPENDIX A: PHOTOGRAPHS OF THE SOUNDVIEW-UNDERHILL FARMS

LIST OF FIGURES

Figure 1: 2019 Peach Lake NY. USGS Topographic Quadrangle (Source: USGS.gov). Scale: 1" = 1425'.

Figure 2: Aerial image showing the Project APE. (Source: Google Earth) Scale: 1" = 340'

Figure 3: 1979 Subdivision of the Property prepared for Gilbert Beaver Conference Farm. (Source: Westchester County Records) Scale: 1" = 175'

Figure 4: 1858 F.C. Merry *Atlas of Westchester County.* (Source: Library of Congress) Scale: 1"=1700'.

Figure 5: 1867 F.W. Beers' *Atlas of Westchester County, Town of Yorktown.* (Source: David Rumsey Cartography Associates) Scale: 1"=1425'.

Figure 6: 1908 Hyde E. Belcher *Atlas of Westchester County*. (Source: David Rumsey Cartography Associates) Scale: 1"=1425'.

Figure 7: 1914 G. W. Bromley Map of Westchester County, New York. (Source: David Rumsey Cartography Associates) Scale: 1"=850'.

Figure 8: 1956 Mohegan Lake NY USGS Topographical Quadrangles. (Source: USGS.gov) Scale: 1"=1200'.

Figure 9: 1940 USGS Aerial Image. Yorktown NY. (Source: Westchester County Aerial Access) Scale: 1"=485'.

Figure 10: 1976 USGS Aerial Image. Yorktown NY. (Source: Westchester County Aerial Access) Scale: 1"=485'.

Figure 11: 1986 USGS Aerial Image. Yorktown NY. (Source: Westchester County Aerial Access) Scale: 1"=485'.

Figure 12: 1886 Lithograph of the Edward B Underhill Estate. (Source: Scharf 1886).

SOUNDVIEW-UNDERHILL FARMS

IMPACT ASSESSMENT

A. INTRODUCTION

In January and February of 2021, Hudson Valley Cultural Resource Consultants (HVCRC) completed an assessment of the Soundview Preparatory School- Beaver Conference Farm (hereafter "Soundview") located at 370 Underhill Avenue, in the hamlet of Yorktown Heights, Town of Yorktown, Westchester County, New York. The property was formerly the Floral Villa estate and farm owned by Edward Underhill.

The proposed Soundview-Underhill Farms Development Project is located on the northern side of Underhill Avenue and west of Saw Mill River Road. Glenn Rock Road borders the property to the west. The property includes the former Floral Villa estate built between 1828 and 1886 owned by Edward Underhill. The estate includes the former mansion, and seven support and out buildings. Two large root cellar area located to the north of the house. A pond is located in the southwestern portion of the Property which drains through a culvert into a buried channel that crosses the Property to the northeast. The landscape around the buildings is maintained as lawn. The western portion of the Property is a mix of steep slopes, overgrown soil piles, and level areas, which contain surface water. An emergency access easement crosses through the western portion of the Property. This access is for the apartment complex located outside the northern boundary of the Property. A water pipe easement bisects the northwestern portion of the property. The western portion of the Property is overgrown with bushes, brambles, and small trees.

The Soundview School property includes the following structures:

Building A:	Underhill Mansion/Soundview School
Building B:	Summer Kitchen/Root Cellar/Storage/Soundview Design Studio
Building C:	Residential Cottage/ Soundview Middle School
Building E:	Carriage house/Horse Barn= Soundview Science building
Building G:	Carpenters Workshop/storage barn _Soundview Storage
Building H:	Chapel- Soundview Music Conservatory
Building I:	Residential Cottage- Soundview Playhouse
Building J:	Residential Cottage

The proposed undertaking consists of constructing a series of residential structures within the boundaries of the ±13 acre parcel. The proposed residential structures will consist of townhouse, condominium and apartment units. The proposed design will retain the former Underhill Mansion. The proposed undertaking includes the removal of the existing outbuildings. The current plan includes the construction of parking lots, access roads and stormwater management basins.

An assessment of the Soundview property was completed on January 12, 2021. Photographs of the principal elevations of all buildings in the Soundview parcel are included as Appendix A. In addition to the building elevations the photographs also documented the current setting of the complex, and the existing landscape features. The buildings are identified by throughout this report as listed above.

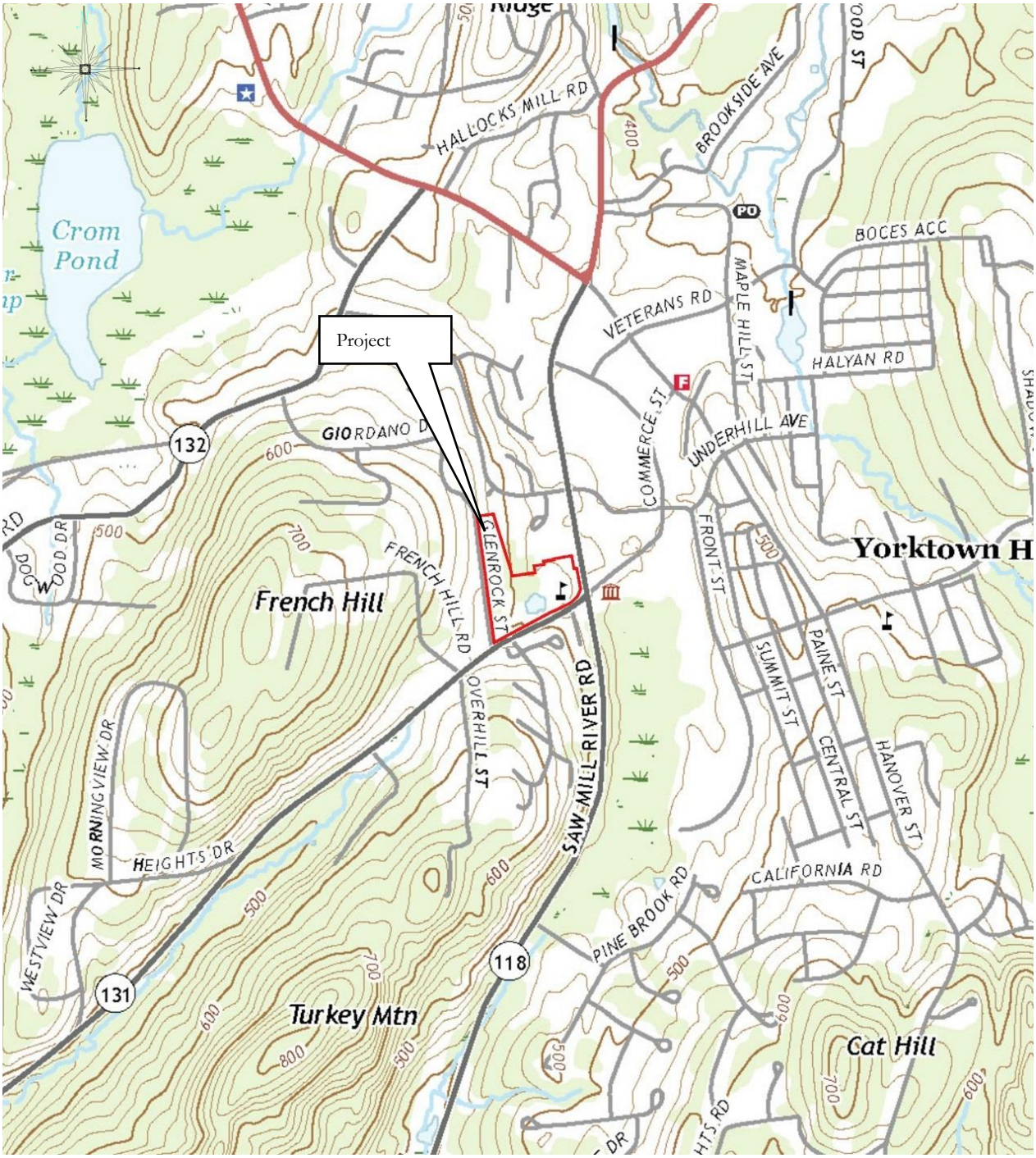

Figure 1: 2019 Peach Lake NY. USGS Topographic Quadrangle (Source: USGS.gov). Scale: 1" = 1425'.

Figure 2: Aerial image showing the Property. (Source: Google Earth) Scale: 1" = 340'

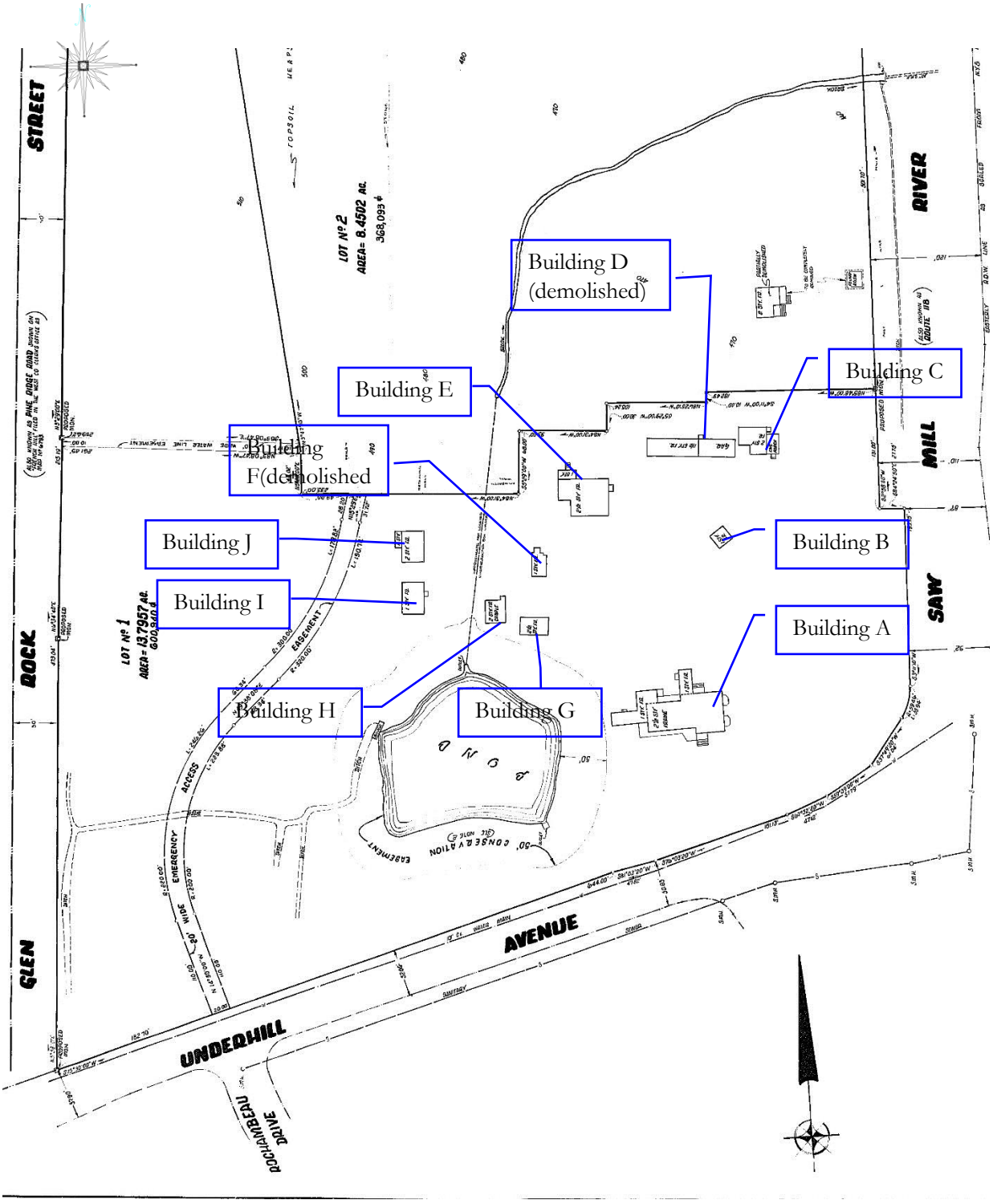

Figure 3: 1979 Subdivision of the Property prepared for Gilbert Beaver Conference Farm. (Source: Westchester County Records) Scale: 1" = 175'

B. SOUNDVIEW-UNDERHILL FARMS

HISTORIC BACKGROUND

Yorktown was incorporated in 1788, and named in commemoration of the Battle of Yorktown in Virginia. The hamlet of Yorktown Heights was established around the railroad station. Edward Underhill and Charles Whitney brought what was then the New York and Boston Railroad to the town in 1872. By the end of the century, the station was surrounded by stores, businesses and churches. This area was known throughout the nineteenth century as the "hamlet of Underhill." The name was changed in the early twentieth century to Yorktown Heights, due to the prominent topography that surrounded the village (Scharf 1896).

UNDERHILL FARM

The Underhill Farm property was owned in the early nineteenth century by Abraham Underhill, who owned a total of 240 acres of land. Underhill was one of the founding families of Yorktown. Underhill began construction of his house in 1828, slowly expanding and enlarging the mansion which was completed in 1880. Underhill named the mansion Flora Villa. Abraham Underhill owned a number of mills and mill rights on the Croton River. The mill rights, lease from the Van Cortland's processed large quantities of flour that were shipped to New York City markets. When the leases expired Abraham Underhill turned his attentions to the farm in Yorktown. He made improvements to the land that included draining swamps and wet lands and removing rocks. Abraham Underhill died in 1841(Scharf 1886).

When Edward, Abraham's only child inherited the farm, it was mostly wilderness. Edward began the process of improving the land, which included draining swamps and wetland, removing rocks to plow the soil, and the construction of large and elegant buildings that entirely changed the whole appearance of the farm. Abraham had been one of the early importers of Merino Sheep and the first to introduce the Iron plow into Westchester County. By the time his residence was completed in 1881, the farm was known as the best cultivated in the town, and was well stocked with horse and cattle (Scharf 1886).

Edward Underhill passed away in 1888. At that time, his estate included a barn, chapel with a bell tower, carpenters' workshop, and several other outbuildings. The lithograph of the Flora Villa, published in 1886, shows several lean-to, a pig-sty and a small boat house by the pond. This lithograph (Figure 12) also shows a series of stone lined paths around the buildings with wrought iron gates at the access to Underhill Avenue.

In 1907 the farm was purchased from Henry and Katherine Kear by Gilbert and Anna Simonton Beaver. The Beaver's were dairy farmers and maintained the farm buildings and mansion. Anna Beaver died in 1919. Gilbert and Anna's only child Katherine died in 1918, while serving the war effort in New York City. In the 1920s and 1930s, Gilbert Beaver established the Gilbert Beaver Conference Farm (Westchester County Records: Deeds). Throughout the twentieth century the original land holdings were sold off to private developers. In 1952 Gilbert Beaver died, leaving half of his holdings to his second wife Jean Keir Beaver, and the balance to the Gilbert Beaver Conference Farm, to whom the property was left to in full when Jean Beaver died in 1985. Throughout the latter portion of the twentieth century, the property was operated by Rev. Schuyler Barber-Rhodes and his wife, Carole (Rosenberg 1987).

The Beaver Conference Farm provided ecumenical retreats, and farm experiences to promote humanitarian justice. The farm offered community lectures and offered the space as a venue, for those who wished to host their own event (Rosenberg 1987).

The Soundview Preparatory school was founded in 1989. The school included facilities for boarding up to sixty-five students. In 2020, the school closed, after filing bankruptcy. In August 2020, Unicorn Contracting entered into an agreement to purchase the property, and is planning to redevelop the property.

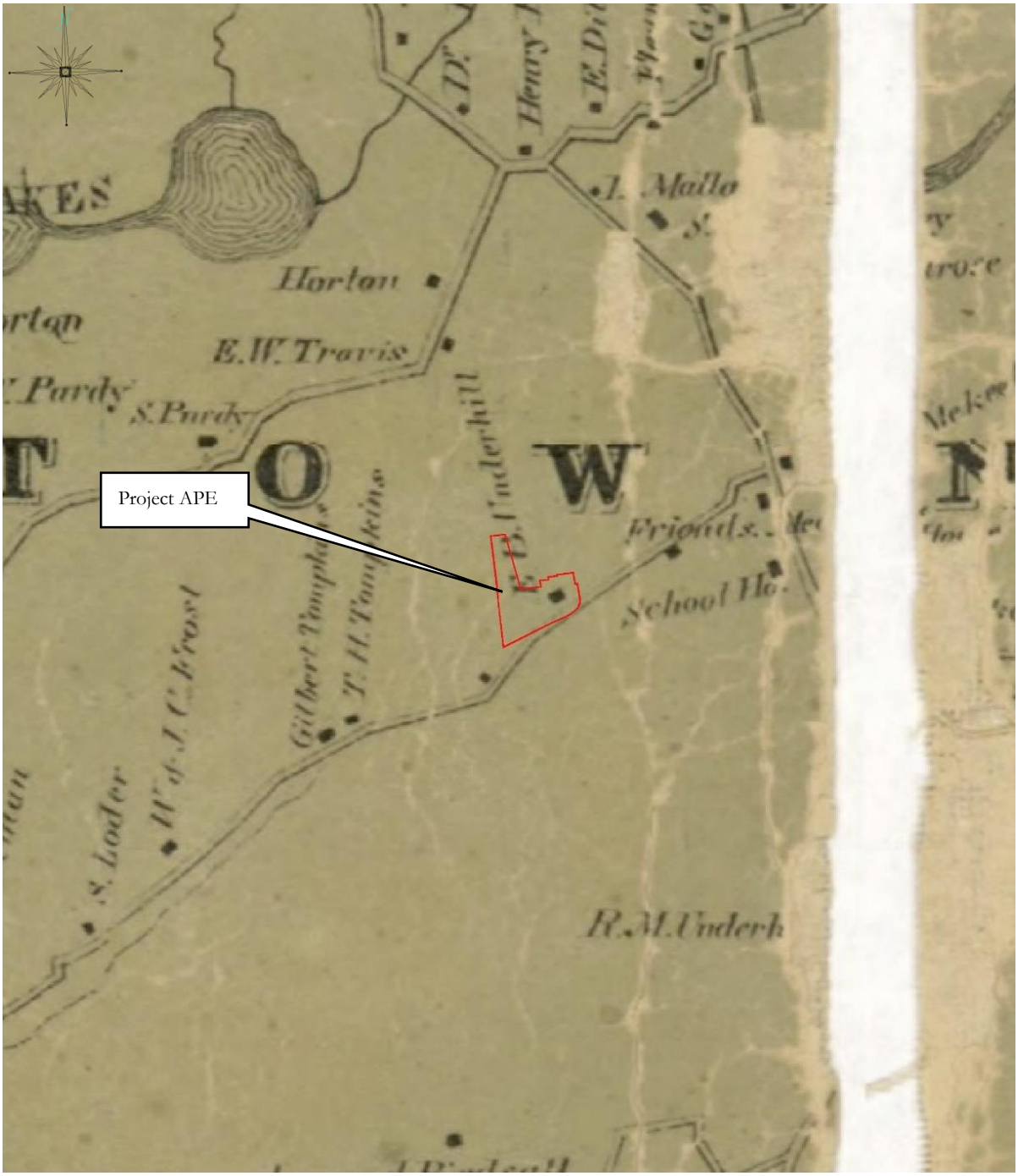

Figure 4: 1858 F.C. Merry *Atlas of Westchester County.* (Source: Library of Congress) Scale: 1"=1700'.

The earliest map examined for this report is the 1858 Merry *Atlas of Westchester County, New York*. This map shows the Property on the northern side of Underhill Avenue. This map shows the Edward Underhill House in the southeastern portion of the APE. To the south and east are the Friends Meeting house, and the school house. To the west are a several structures owned by the Tompkins family.

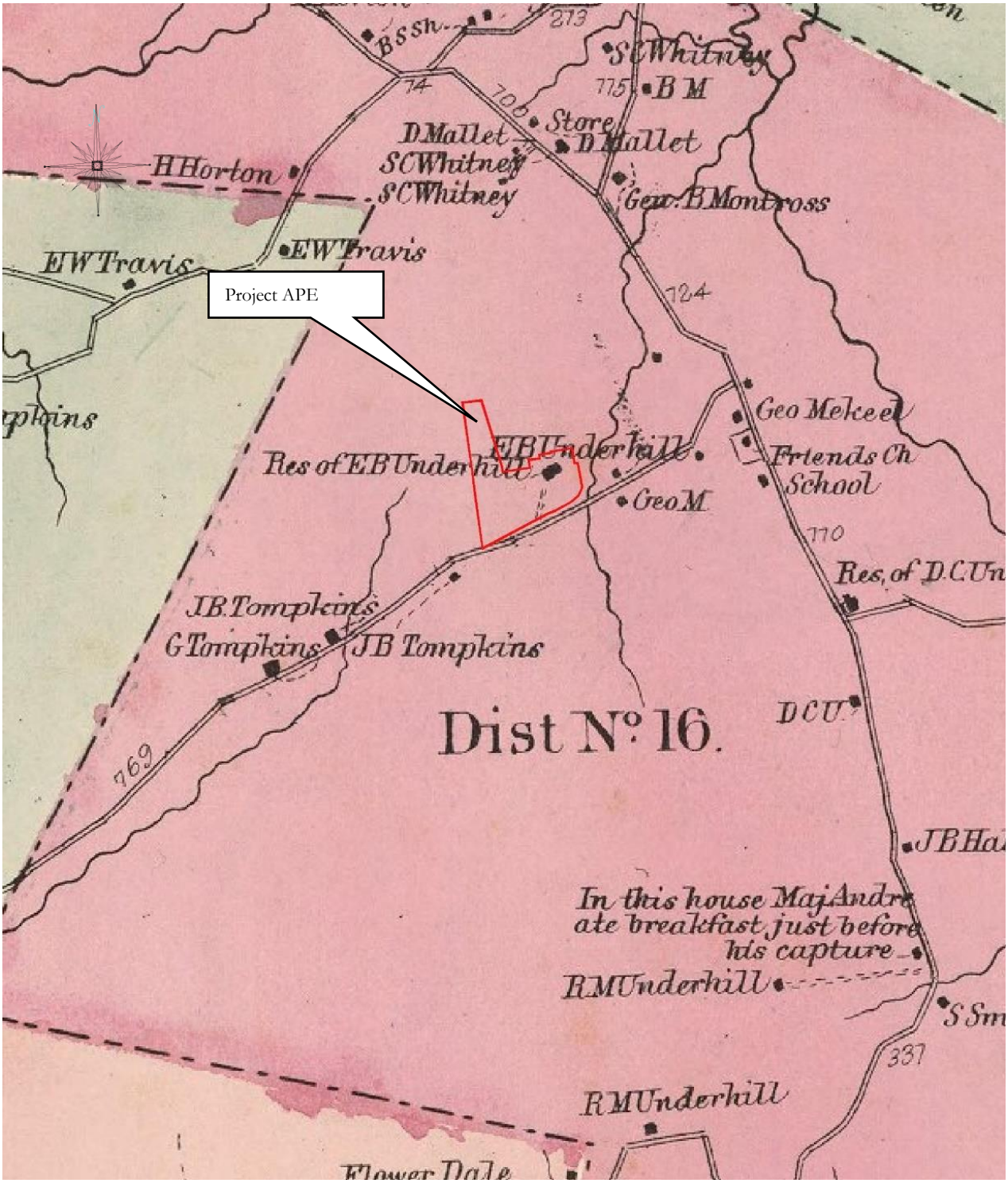

Figure 5: 1867 F.W. Beers' *Atlas of Westchester County, Town of Yorktown.* (Source: David Rumsey Cartography Associates) Scale: 1"=1425'.

The 1867 Beers' *Atlas of Westchester County, New York* shows the Underhill Estate in the southeastern portion of the Property. This map indicates that there are two structures located at the end of a driveway from Underhill Road. Properties to the south are owned by other members of the Underhill Family.

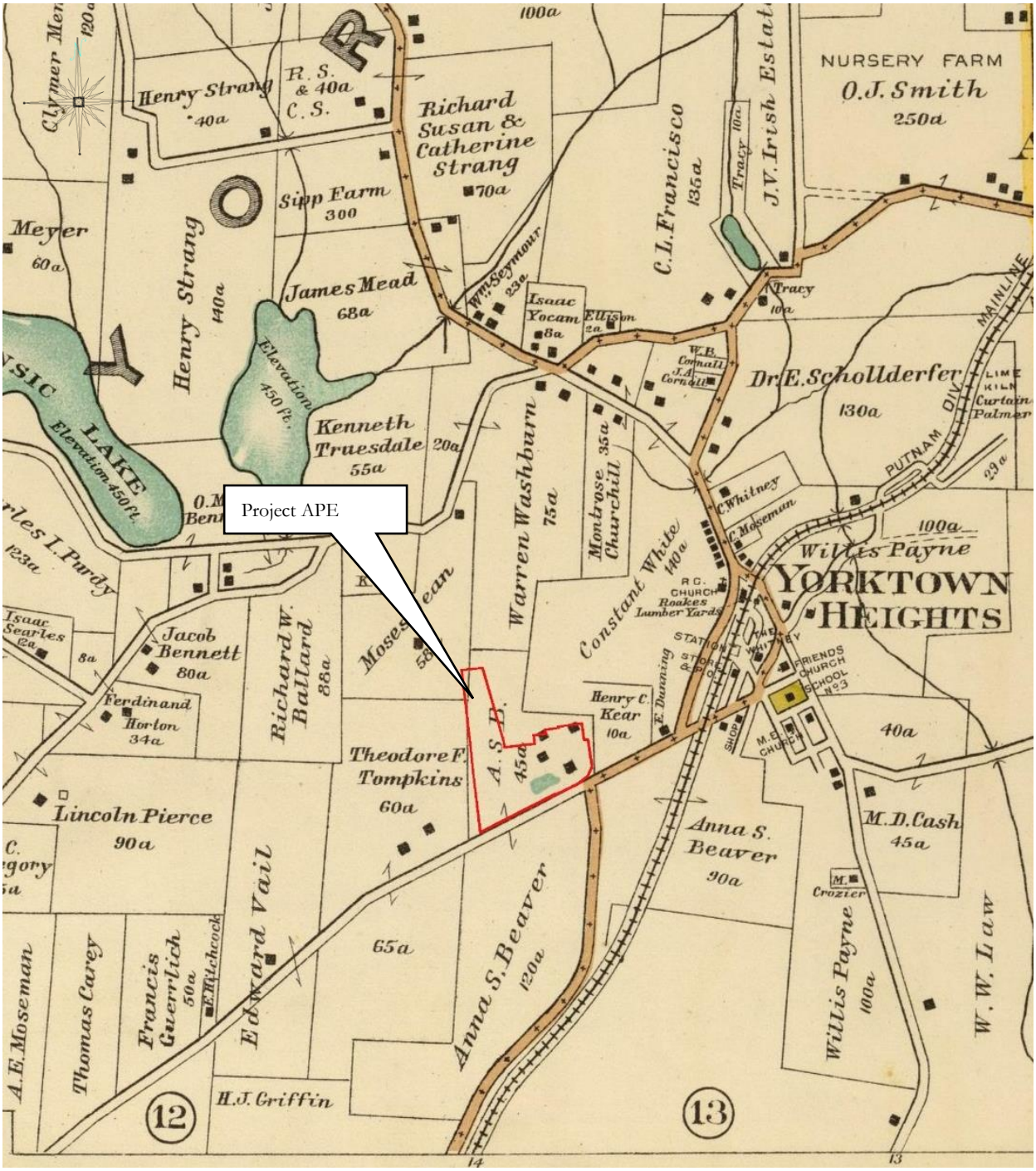

Figure 6: 1908 Hyde E. Belcher *Atlas of Westchester County*. (Source: David Rumsey Cartography Associates) Scale: 1"=1425'.

The 1908 Belcher *Atlas of Westchester County, New York* indicates that the Property is located within 45 acres owned by A. S. Beaver (Anna Simonton Beaver). This map indicates that there are four buildings and a pond located within the boundaries of the parcel. This map shows the pond in the southern portion of the APE. Based on the Westchester County Records the Beaver's purchased the property in 1907. The hamlet of Yorktown Heights is shown to the east, centered around the railroad station.

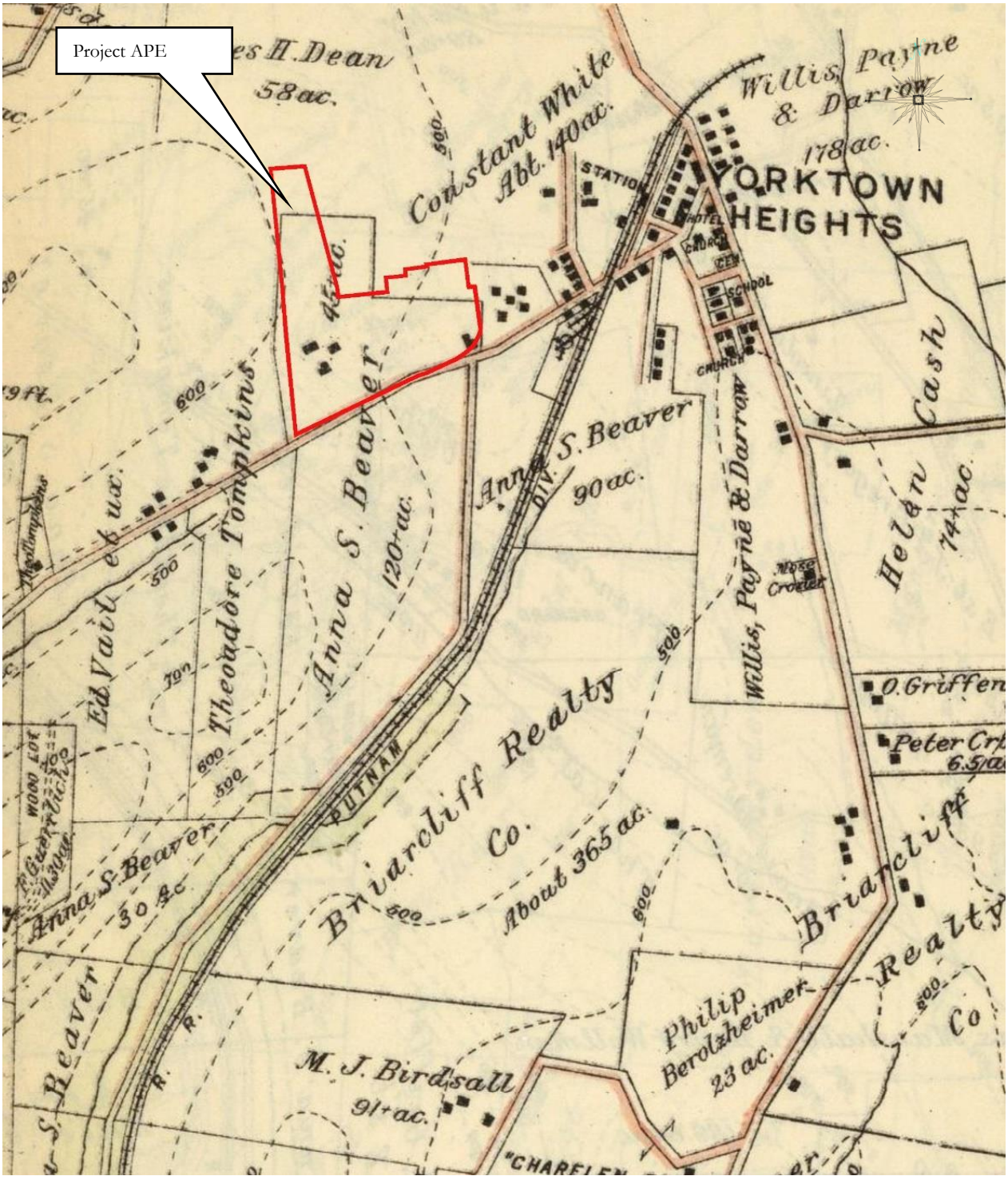

Figure 7: 1914 G. W. Bromley *Map of Westchester County, New York*. (Source: David Rumsey Cartography Associates) Scale: 1"=850'.

In contrast to the 1908 map, the 1914 shows a different arrangement of buildings within the Property. This map shows that there is one structure along the southeastern boundary, and three located in the western portion of the Parcel.

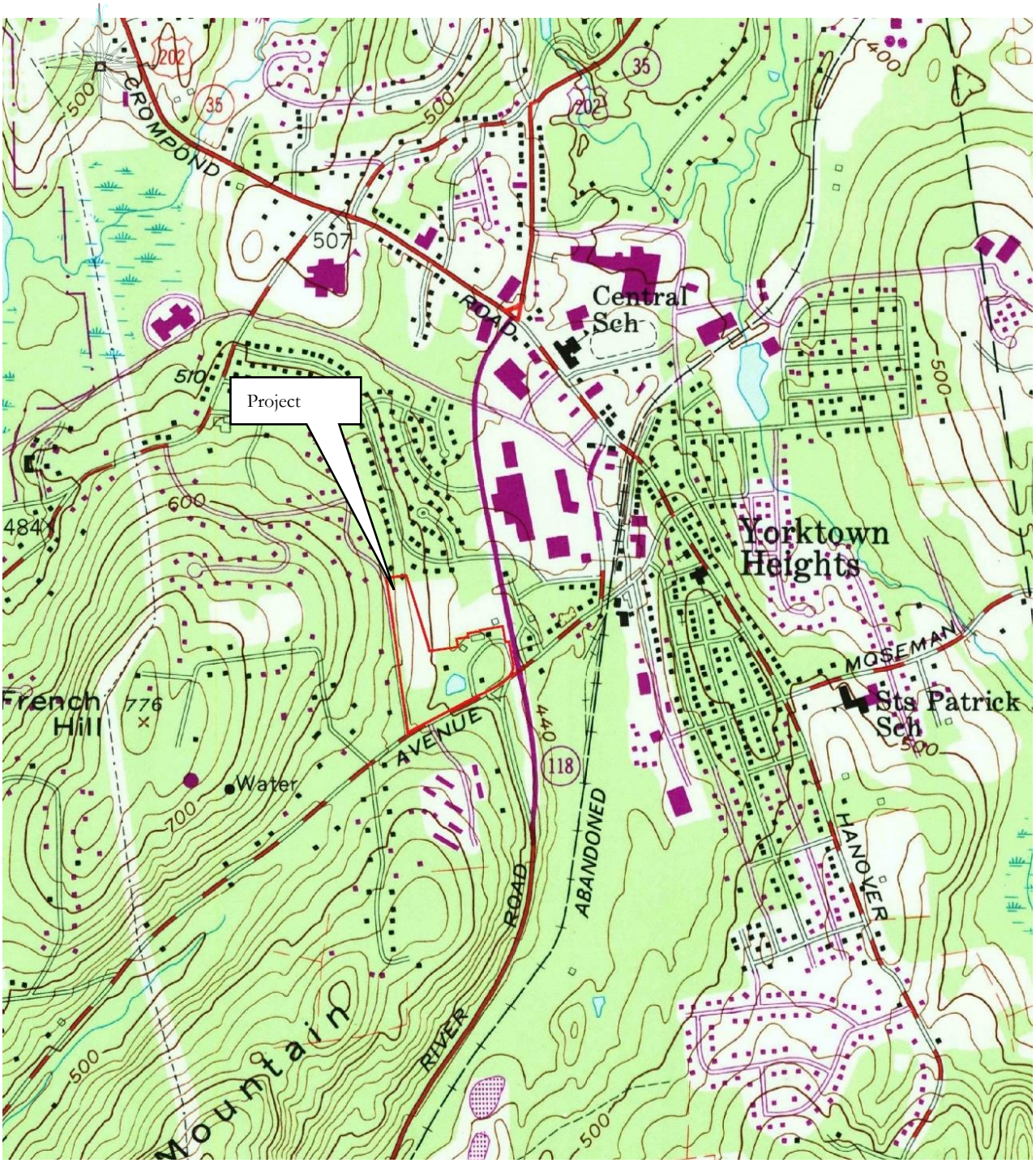

Figure 8: 1956 Mohegan Lake NY USGS Topographical Quadrangles. (Source: USGS.gov) Scale: 1"=1200'.

The mid-twentieth century topographical map shows that the arrangement of buildings resembles the current layout. This map indicates that there are three residential structures and three outbuildings in the eastern portion of the Property. The map shows the western portion of the APE as cleared land.

AERIAL REVIEW

To track the evolution of the structures and alteration of to the landscape within the Property, a series of aerial images have been examined and are included in the report.

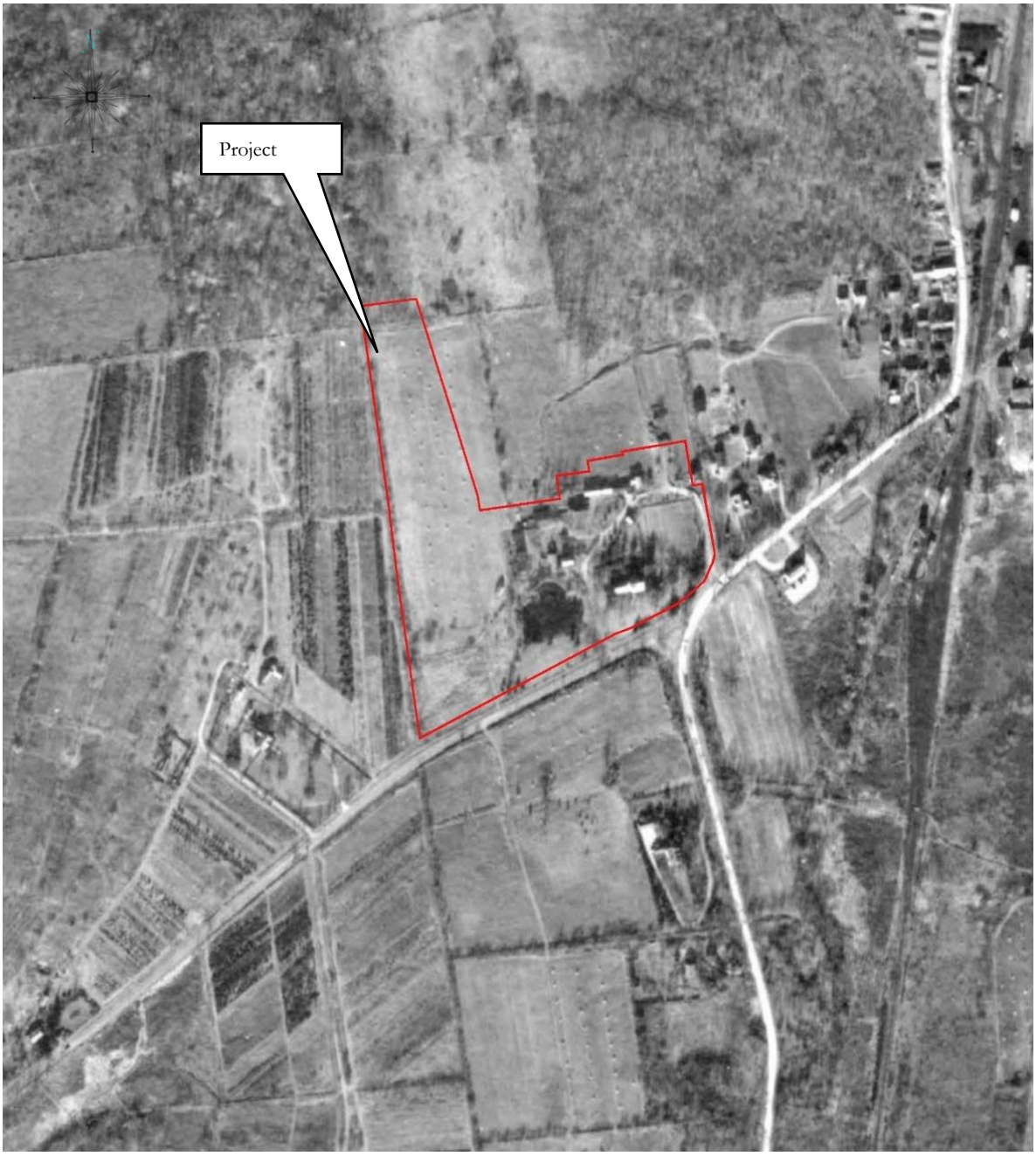

Figure 9: 1940 USGS Aerial Image. Yorktown NY. (Source: Westchester County Aerial Access) Scale: 1"=485'.

In 1940, the Property consists of manicured lawns around the residence and barn. The aerial shows that there are a total of nine structures within the boundaries of the APE, all located to the east and northeast of the pond. The western portion of the APE is orchard.

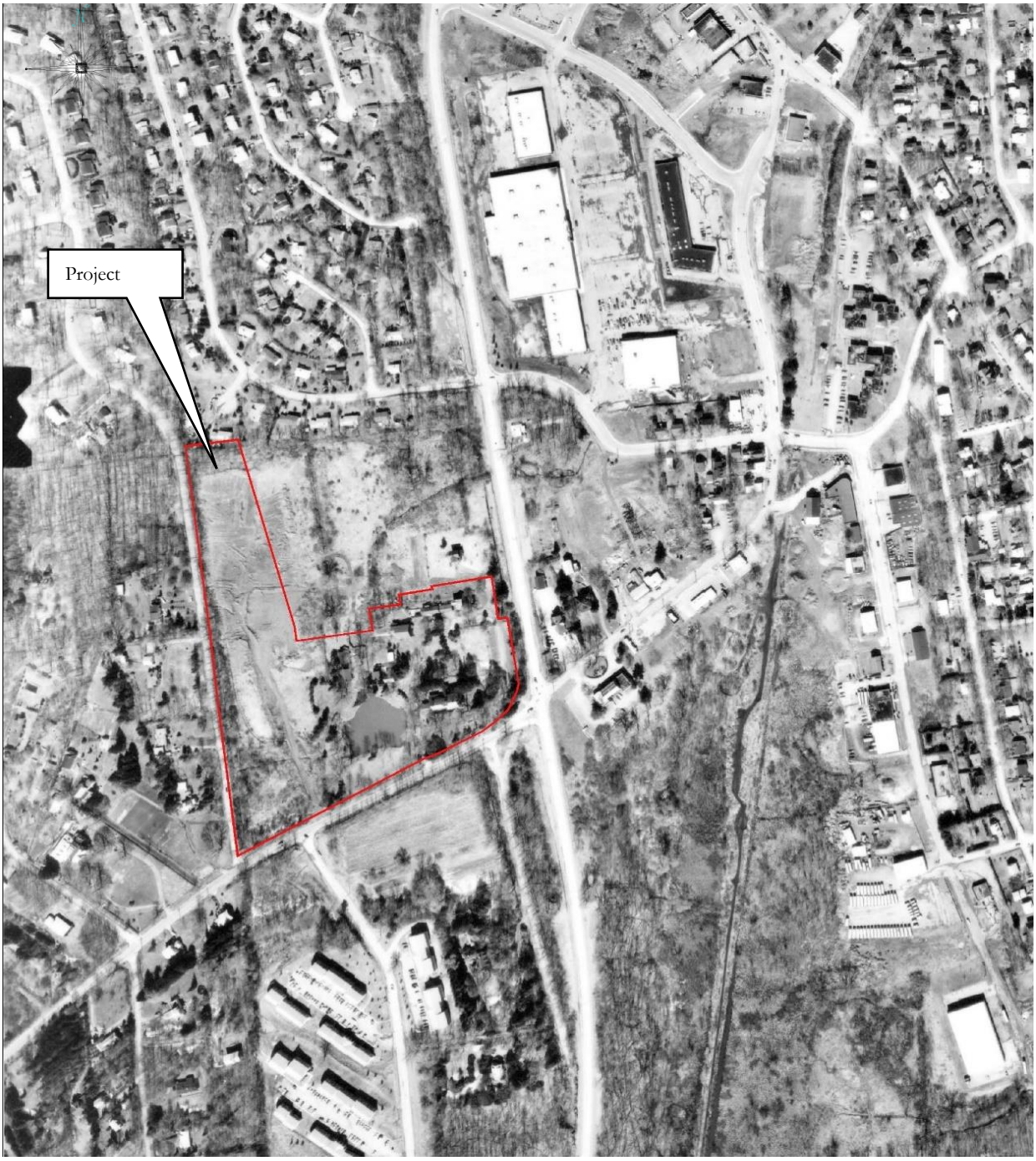

Figure 10: 1976 USGS Aerial Image. Yorktown NY. (Source: Westchester County Aerial Access) Scale: 1"=485'.

The 1976 aerial shows that the layout of the buildings is primarily unchanged. However the western portion of the Property has been substantially disturbed. This image also shows that the former mansion has been expanded with additions to the northern side, and the northwest corner.

Figure 11: 1986 USGS Aerial Image. Yorktown NY. (Source: Westchester County Aerial Access) Scale: 1"=485'.

The 1986 aerial shows that the apartment complex has been completed to the north of the Property. This image shows that much of the lawn areas are now shaded by mature trees. The landscape to the east of the house (Building A) appears to be overgrown.

"FLORAL VILLA."
RESIDENCE OF EDWARD B. UNDERHILL,
YORKTOWN, WESTCHESTER CO., N. Y.

Figure 12: 1886 Lithograph of the Edward B Underhill Estate. (Source: Scharf 1886).

The 1886 image of the Floral Villa Estate shows that mansion surrounded by a series of barns and stone lined driveways. The layout of the driveways has remained virtually unchanged however the course of Underhill Avenue has altered over the years. In addition, the body of water seen in the foreground and the arrangement of the outbuildings is a result of artistic license.

C. BUILDING CHARACTERISTICS

The following discussion is based on an assessment of the exterior characteristics of the buildings. An examination of the interior of any of the structures was not completed.

BUILDING A

The Floral Villa Mansion (Building A) is an asymmetrical tower Italianate style building consisting of three distinct parts. The first is the eastern portion, which consists of a three story square, with a half-story tower on the western side. A two story rectangular form is located on the western side of the three story portion. On the northern elevation and northwestern corner, are two additions that were added in the late twentieth century (c. 1976). The exterior features wooden clapboard siding, but the roof features asphalt shingles. The roof of the bay windows and the northern addition are covered in tar paper.

The original structure was reportedly built it in 1828 (Scharf 1886). The western portion of the structure appears to be of Federal style in form, although entry way is not centered, and the exterior reflects the Italianate design of the house. The three story portion is likely the more recent portion, reportedly completed in 1881, as it features a substantial cut stone foundation and stone steps, as well as larger windows, and two bay windows on the eastern elevation. The western portion has porches on both elevations, and due to the existing lattice, it was not possible to determine if the foundation material on this side of the house, matched that of the eastern portion.

The house exhibits the characteristics of the Italianate design, including the towered asymmetrical form, segmental arch windows, hooded window crowns, bracketed cornices, porches, with decorative support columns, paired windows in the tower, decorative chimneys and chimney pots and a rusticated basement level.

Building A is in excellent condition. Alterations have retained the nineteenth century architectural integrity.

BUILDING B

Building B has most recently been utilized by the Soundview School as a design studio. The location of the structures suggests it may have been a summer kitchen. The foundation of the building is built into the grade, and the basement level utilized for storage.

The upper portion of the structure is constructed of wood frame with wooden shingles on the northern and southern sides, and wooden channel siding on the east and western elevations. The windows feature simple pedimented arches. Stone steps, bordered by a wooden railing lead into the structure. The western basement wall has been constructed of brick, a contrast to the surrounding stone foundation. The roof is covered with slate tile, and decorative cornices are located along the western gable.

BUILDING C

Building C is located in the northeastern portion of the property, and based on the architectural style of the core structure and the 1980 Hyde Map (Figure 6) this building was constructed in the early twentieth century. Formerly a residential cottage used by the Beaver Conference Farm, this building was most recently utilized by the Soundview School as the Middle School Building.

The structure is an L shaped building with a facing gable that includes an addition on the eastern elevation, and enclosed portion on the southwestern side. The chimney is constructed of cinderblock, and all the windows within the structure are from the late twentieth century. The exterior is covered with vinyl siding, and the roof features asphalt shingles.

BUILDING D

Building D is no longer extant. This structure, shown on the 1979 plans of the Beaver Conference farm (Figure 3), and based on the foundation remains a large barn and garage. The northern foundation wall and poured concrete floor are still evident on the landscape. Aerial images indicate this structure was removed in 2016.

BUILDING E

Building E was most recently utilized by Soundview School as a science building. This structure was substantially renovated in 2012 at which time the interior was converted into classroom space, and all the windows were replaced. The exterior siding, consisting of batten and board, and wooden clapboard was also restored. Alterations to the building included the addition of a porch off the northern elevation, and the installation of heating and air conditioning.

BUILDING F

Building F is no longer extant. This structure, shown on the 1979 plans of the Beaver Conference farm (Figure 3), as a single story wood frame structure. No evidence of this structure remains on the landscape. Aerial images indicate this structure was removed in 2016.

BUILDING G

Building G is located to the west of Building A, and north of the pond. This structure was historically a carpenter's workshop, but more recently served as a carriage house and storage for the Soundview Preparatory School. The barn features a slate roof, the walls are slightly bowed and the fenestrations on the exterior are no longer in the pattern of the original design. The slate tiles on the roof are deteriorating and laminating. While it appears that electricity has been added to the structure, no additional improvements were noted.

BUILDING H

Building H is the former Chapel, most recently utilized as a Music Conservatory by Soundview School. This structure includes a bell tower cupola, and is two stories high with a small addition on the northern elevation for circuit boards and HVAC equipment. As with Building G this structure is built into the grade and access is into the second level. The roof of the bell cupola and the balance of the structure and the small shed roof addition at the rear of the chapel are covered with asphalt shingles. The roof of the chapel is bowing inward. The walls are constructed of horizontal groove siding, and the original windows. The windows on the southern side of the church feature diagonal shaped grills. There is still an operational bell within the cupola, but its not clear at present if this is original.

BUILDING I

This structure, originally constructed as a barn, features a chimney on the southern exterior. The siding consists of vertical boards, with a roof covered with asphalt shingles. The windows appear to be original, and a brick

chimney is located on the southern side of the structure. This building was most recently used as the Soundview Playhouse. Based on the fenestration on the northern elevation, this may have been utilized for storage at one time.

BUILDING J

Building J is a small residential structure that consists of white board and batten siding and asphalt siding. The windows appear to be original, with the first story windows on the western side boarded up. A small addition is located on the western side of the building. The fenestration on the northern side of the building has been altered, suggesting that the use of the building may have changed over time. The fenestration on the eastern elevation suggests that this building may have been residential apartments.

D. NATIONAL REGISTER ELIGIBILITY

The buildings within the Soundview Preparatory School were evaluated using the National Register Evaluation Criteria for historic significance. These criteria evaluate the quality of the building as well as the building's significance in American history. Also considered are architecture, archeology, engineering, cultural character present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling and association and;

(a) that are associated with events that have made a significant contribution to the broad patterns of our history; or

(b) that are associated with the lives of persons significant in our past; or

(c) that embody distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

(d) that have yielded, or may be likely to yield, information important to prehistory or history.

Based on the examination of Soundview, it is the opinion of Hudson Valley Cultural Resource Consultants that this complex is eligible for listing on the National Register of Historic Places under Criteria A and C.

The former Underhill Mansion, Floral Villa, is an intact example of Italianate architecture that has retained its integrity through the past centuries. This estate, better described as nineteenth century gentleman's farm, has been a feature in Yorktown Heights since the early nineteenth century. Isaac and Edward Underhill were prominent members in the community, which until the railroad station was constructed was known as the hamlet of Underhill. The continued use of the farm through the twentieth century as the Beaver Conference Farm retained the historical use of the property and served the community by hosting charitable, religious and hands on farming events, to both residents and travelers. Although changes occurred as a result of the use by Soundview Preparatory School, the buildings have retained their exterior integrity as well as the setting.

E. ADAPTIVE RE-USE OF THE EXISTING STRUCTURES

The Secretary of the Interior Standards for Rehabilitation are directed to preservation of features which are significant to a property's historic, architectural, and cultural values (Grimmer, 2017). In applying these standards, the highest quality and most distinctive buildings should be considered for rehabilitation and

preservation, rather than those necessitated by time, nature and redevelopment practices (Prudon 2008). Historic preservation is about not only the structure, but also its function and its history. Historic buildings that are to be rehabilitated or restored need to be functional, and economically viable, while at the same time reflecting the criteria that make them significant and their historic intention(Ruskin 1879).

The Soundview outbuildings date to the early nineteenth century and contribute to the history of the Underhill Estate. The historic intention, and function, of the buildings was to provide the needed supports for operating a large farm, such as livestock housing, and storage. This historic intention was abandoned by change in the use of the buildings in the late-twentieth century, when the Beaver Conference Farm sold the property to the Soundview Preparatory School. In the 1990s through 2012 the interior of several structures were renovated to modernize them for use as school classrooms. Any further renovations to these outbuildings would likely negate the historic integrity, as they would need to be upgraded to meet the building codes for occupation, use, and accessibility. Restoring the function of these buildings to their original intention is not supportable within the goals of the project, and would also create a false sense of historicism as the original becomes falsified, and in its re-used state is no longer an example of the period to which it belonged (Ruskin 1879).

Unicorn Contracting's design consists of constructing townhouses, condominiums and apartment units within the boundaries. The proposed design will retain the former Underhill Mansion. The proposed undertaking includes the removal of the existing outbuildings. The current plan includes the construction of parking lots, access roads and stormwater management basins. Unicorn Contracting will retain a qualified architect, versed in historic preservation, to guide the rehabilitation of the former Floral Villa mansion.

There are seven out-buildings within the Soundview-Underhill Farms property. Buildings C and E, have been renovated throughout the late twentieth and early twenty-first centuries for utilization as classroom space. Based on a review of the exterior of the structures, it evident that the remaining outbuildings were updated in the mid-twentieth century by the Beaver Conference Farm, but functioned primarily as outbuildings.

Incorporation of these structures into the proposed design plan is not viable, due to their condition, location and original construction materials. Any renovations to these buildings in an attempt to incorporate them into the proposed housing units would significantly alter their architectural integrity. Furthermore, incorporating the small structures into larger structures would likely create significant concerns pertaining to overall engineering and architectural design. In addition, the retention of these outbuildings would create a substantial project redesign that would ultimately fail to provide a sufficient number of housing units and meet the project goals.

These outbuildings have begun to show structural failures (rotting floor boards and wall boards, bowed roofs) that are common in outbuildings, particularly those more than 100 years of age. Any adaptive reuse of these buildings would require a significant financial investment to determine and ensure their structural integrity. At present no viable options for adaptive reuse of these outbuildings as residential structures has been identified.

F. CONCLUSIONS AND RECOMMENDATIONS

While the Underhill Farm Complex is eligible for listing on the National Register of Historic Places under Criteria A and C, the proposed plan includes retaining only the historic house. The condition of the outbuildings and their use history makes them poor candidates for adaptive reuse as residential structures.

The proposed demolition of the barns and outbuildings can be considered an adverse effect on the Underhill Farm Complex. For five of the seven outbuildings, substantial renovations are needed create weather tight, functional and accessible (Americans with Disabilities Act standards). In nearly all instance, these changes would require substantial changes to the structure which could compromise their overall integrity, and the integrity of the historic complex. Building C and Building E are in good condition, and have been recently upgraded to serve as classrooms, therefore would not require substantial renovation to be adaptively reused. Based on the current residential development plan, Adaptive re-use of these structures does not appear feasible.

Hudson Valley Cultural Resource Consultants (HVCRC) recommends that viable alternatives to building demolition that have been explored by the project developer, Unicorn Contracting, be documented and presented to the Office of Parks, Recreation and Historic Preservation (OPRHP) for their review. It is also HVCRC's recommendation that the setting of the existing complex, including the stone lined driveways, the root cellars, the retaining wall and gates along Underhill Avenue, as well as the pond and mature trees be retained to the extent possible.

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Westchester County Records
wro.westchesterclerk.com

Appendix A: Photographs of the Soundview-Underhill Farms

1. The Edward B. Underhill mansion. View to the northwest of the southern and eastern elevations.	
2. The Edward B. Underhill mansion (Building A). View to the north of the southern elevation.	

3. The Edward B. Underhill mansion. View to the northeast of the southern and western elevations.	
4. The Edward B Underhill Mansion. View to the southeast of the northern and western elevations.	

5. View to the southeast of an addition on the northern side of Building A.	
6. View to the south of the part of the northern elevation.	

7. View to the south of an addition on the northern part of Building A.	
8. View to the east of the western elevation.	

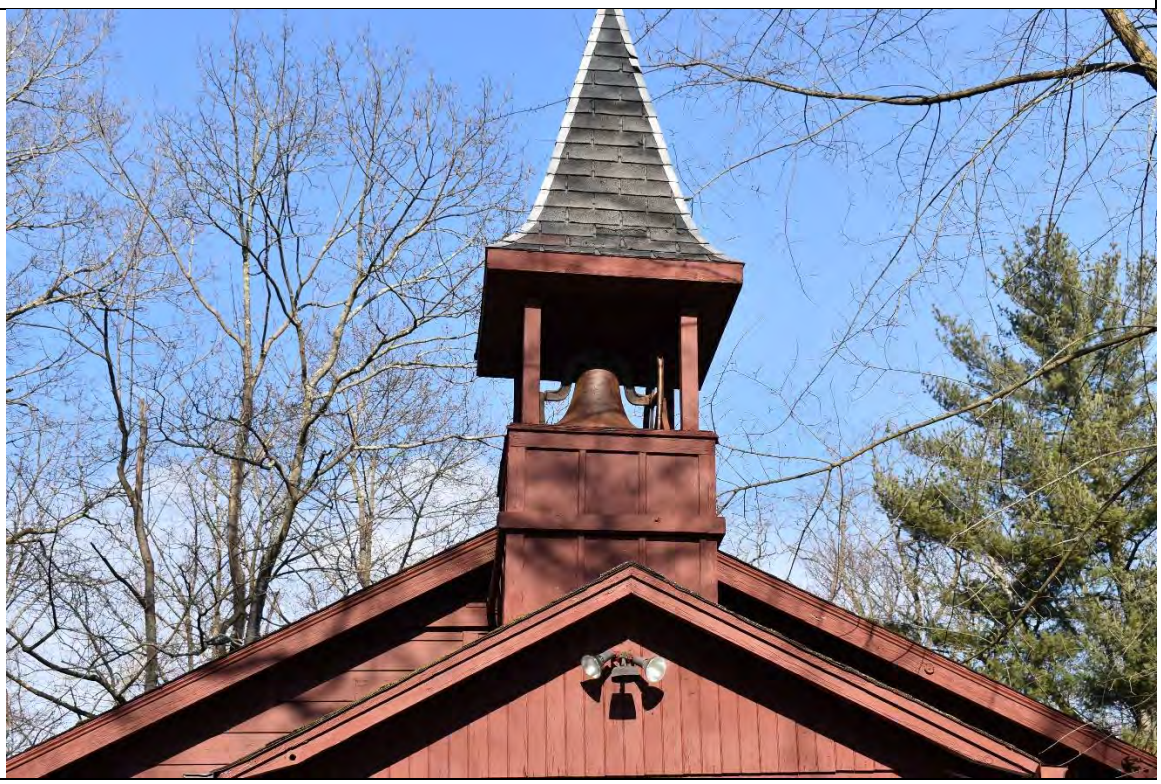
9. View to the northeast of Building B. View of the southern and western elevations.	
10. View to the southeast of Building B. View of the western and northern elevations.	

11. View to the north of Building C. View of southern and western elevation.	
12. View northwest of Building B. View of southern and eastern elevations.	

13. Building E was renovated in 2012. View to the north of the southern elevation.	
14. View to the northeast of the western elevation.	

15. View to the south of the northern and eastern elevations of Building E.	
16. View to the northwest of Building G.	

17. View to the east of the western and southern elevation of Building G.	
18. View to the southwest of the northern elevations of Building G (left) and Building H (right).	

19. The Chapel (Building H). View to the north.	
20. A bell is still located within the bell tower cupola.	

21. View to the northwest of Building I. View of southern and eastern elevations.	
22. View to the northeast of Building I. View of the western and southern elevations.	

23. View to the northwest of Building J. View of the southern and eastern elevations.	
24. View to the south of Building J.	

25. View to the south of the stone root cellars located north of Building A.	
26. The eastern root cellar is sealed, and was marked as a time capsule by the students of the Soundview School.	

27. A smaller stone root cellar is located to the west of the one seen in Photo 26.	
28. A large pond is located west and south of the complex of buildings.	

29. A wood bridge provides access over the pond outlet, which flows out of the northern end of the pond. View to the southwest.	
30. View to the northeast from the bridge, toward Building I.	

31. The entrance to the property is marked by stone pillars, and iron gates. View to the north.	
32. Former carriage ways have been paved over. View to the east.	

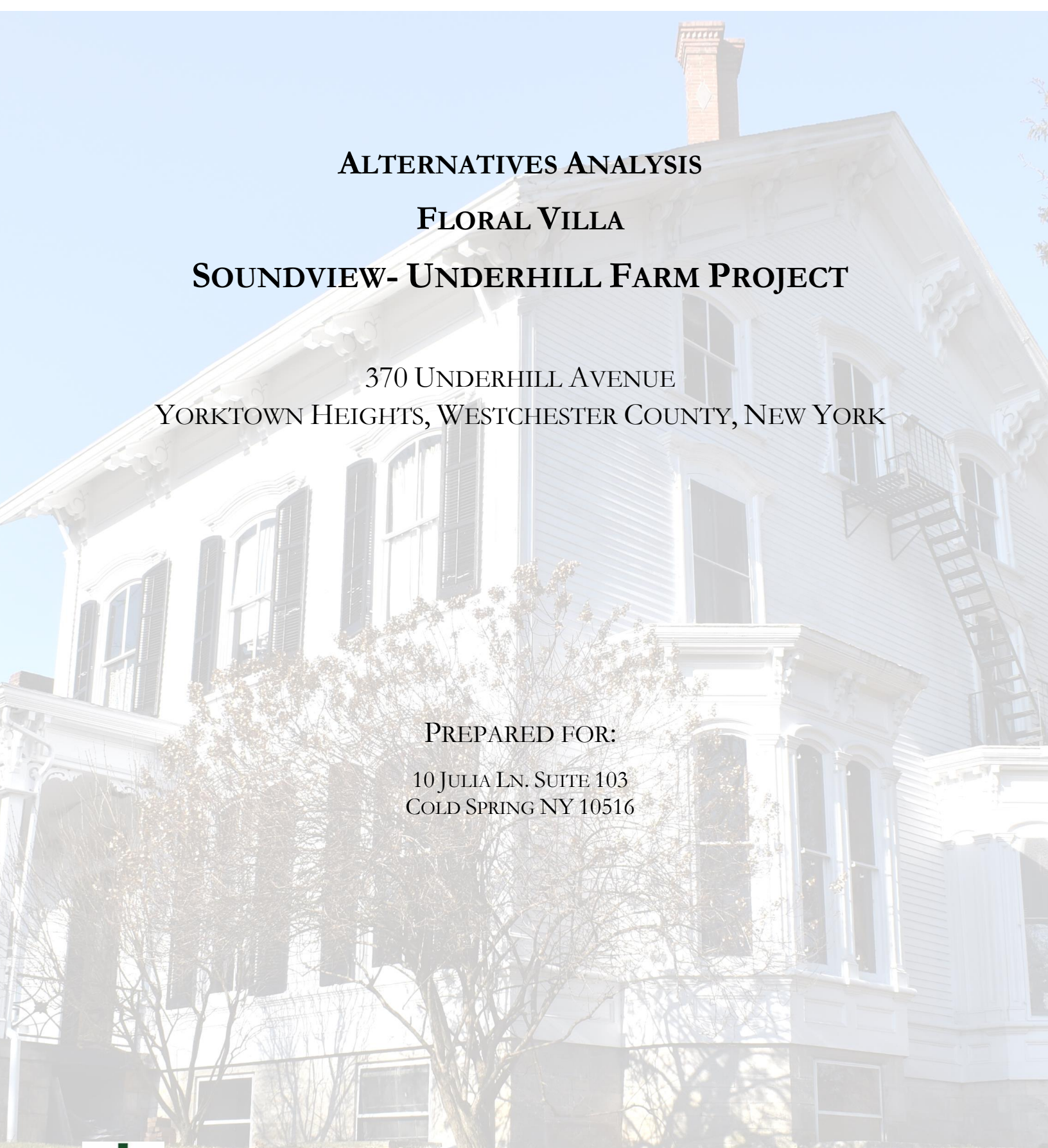
33. The remains of a large livestock barn are located west of Building E.	
34. View from the former location of Building D toward Building G and Building H.	

35. View from the rear of Building H toward Building J.	
36. View to the northwest of Buildings J and I.	

37. The remains of a garage, that featured a concrete floor, are located to the north of Building E.

38. View to the southeast from Building A, toward the intersection of Saw Mill River Road, and Underhill Avenue. The gates along the roadway represent an earlier entrance to the property.

39. View north from the rear of Building A toward Building C (right) and Building E (left).	
40. View to the south from the front of Building A, toward Underhill Avenue. Steps provide access through the retaining wall, to the street level.	



ALTERNATIVES ANALYSIS

FLORAL VILLA

SOUNDVIEW- UNDERHILL FARM PROJECT

370 UNDERHILL AVENUE
YORKTOWN HEIGHTS, WESTCHESTER COUNTY, NEW YORK

PREPARED FOR:

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COLD SPRING NY 10516

HUDSON VALLEY
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July 2021

Table of Contents

Alternatives Analysis

- Introduction and Project Description 1
- Floral Villa Estate-Underhill Farm 5
- Structural Condition 7
- Alternative #1: Avoid Demolition Of Structures By Reducing Scale Of Proposed Project 10
- Alternative #2: Avoid Demolition Of Structures By Selecting Alternative Location Of Proposed Project 11
- Alternative #3: Adaptive Re-Use Of The Existing Structures 11
- Alternative #4: No Action 12
- Summary And Recommendations 13
- Bibliography 14

Appendix A: Photographs

Appendix B: Historic Maps

ALTERNATIVES ANALYSIS

INTRODUCTION AND PROJECT DESCRIPTION

In July of 2021 Hudson Valley Cultural Resource Consultants (HVCRC) was retained by the Unicorn Contracting to complete an Alternatives Analysis for the Soundview -Underhill Farms Development ("the Project") in the hamlet of Yorktown Heights, Town of Yorktown, Westchester County, New York. The property includes the former Floral Villa estate built between 1828 and 1886 owned by Edward Underhill. The estate includes the former mansion, and seven support and out buildings. A review completed by the Office of Parks, Recreation and Historic Preservation (OPRHP) in June of 2021 resulted in the determination that the former Floral Villa Estate was eligible for listing in the National Register of Historic Places. The period of significance is 1828 to 1888, encompassing the development of the property under the ownership of Abraham Underhill followed by his son, Edward B. Underhill. The property qualifies under Criteria A, as being associated with events that have contributed to local history and Criteria C, as the former mansion embodies distinctive characteristics of an architectural type.

On May 27, 2021 Derek Rhode of (OPRHP) reviewed the proposed project and indicated that Floral Villa, "also known as the Underhill Estate and Soundview Preparatory School is eligible for listing in the State and National Registers of Historic Places… The mansion, outbuildings, farmland, parklike lawns and stone walls all contribute to the property and retain integrity... This finding triggers an exploration of prudent and feasible alternatives that might avoid or reduce the project effects" (Alternatives Analysis).

The Alternatives Analysis will document the existing conditions of the National Register Eligible property and will include all feasible alternatives explored for the project. This report was completed following the specifications of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (Federal Register United States Department of the Interior 1983).

The Project Parcel is comprised of a ±13.9 acres (5.62 hectares) located on the northern side of Underhill Avenue and west of Saw Mill River Road. A pond is located in the southwestern portion of the Project Parcel which drains through a culvert into a buried channel that crosses the Project Parcel to the northeast. The landscape around the buildings is maintained as lawn. The western portion of the Project Parcel is a mix of steep slopes, overgrown soil piles and is overgrown with bushes, brambles, and small trees.

The property includes the former Floral Villa estate built between 1828 and 1886 and owned by the Underhill Family. In the twentieth century, the estate became the Beaver Farm and Conference Center, and in the twenty-first, the Soundview Preparatory School.

The property includes the following structures:

Building A:	Underhill Mansion/Soundview School
Building B:	Summer Kitchen/Root Cellar/Storage/Soundview Design Studio
Building C:	Residential Cottage/ Soundview Middle School
Building E:	Carriage house/Horse Barn- Soundview Science building
Building G:	Carpenters Workshop/storage barn _Soundview Storage
Building H:	Chapel- Soundview Music Conservatory
Building I:	Residential Cottage- Soundview Playhouse
Building J:	Residential Cottage

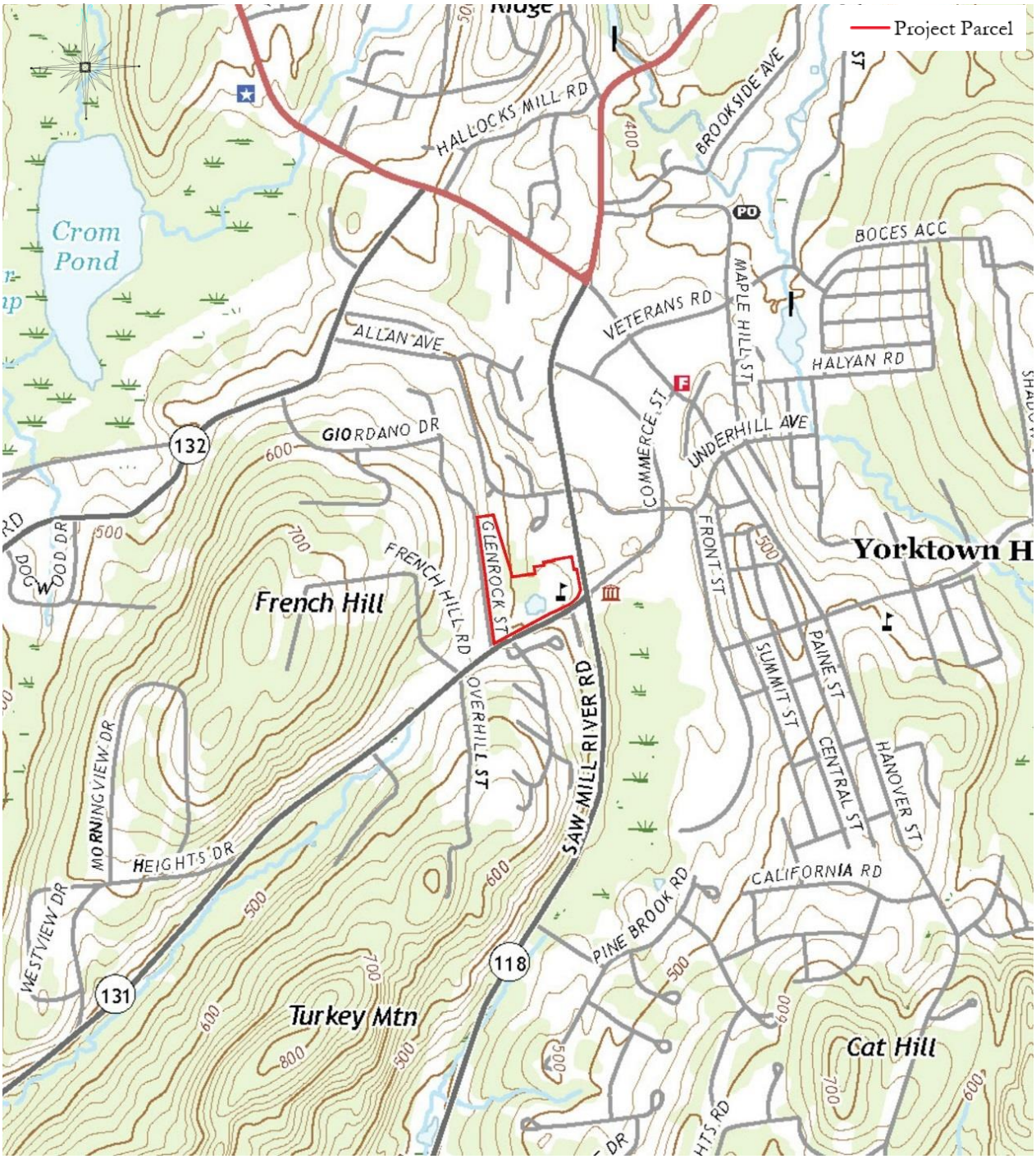

Figure 1: 2019 Peach Lake NY. USGS Topographic Quadrangle (Source: USGS.gov). Scale: 1" = 1425'.

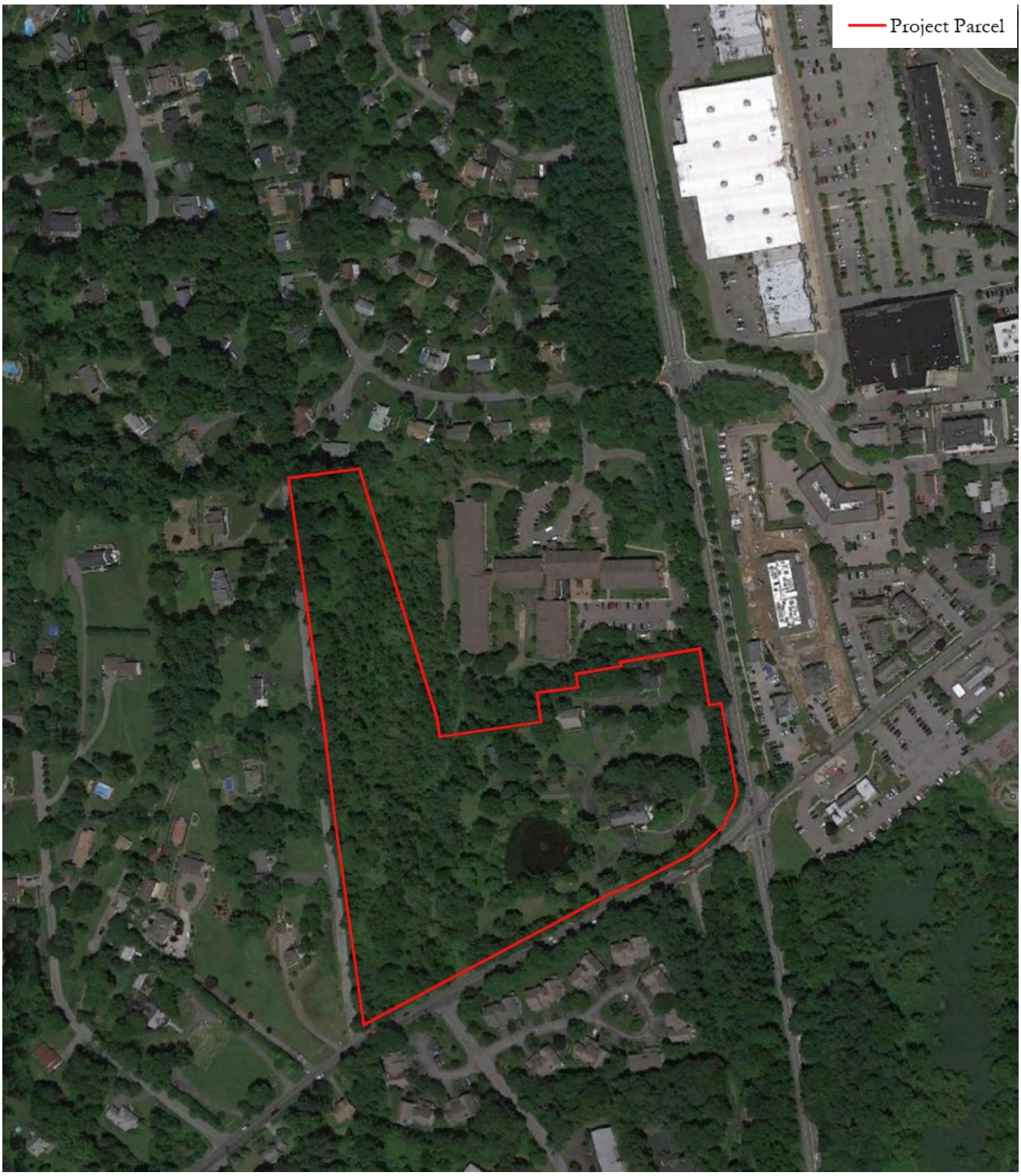

Figure 2: Aerial image showing the Project Parcel. (Source: Google Earth) Scale: 1" = 340'

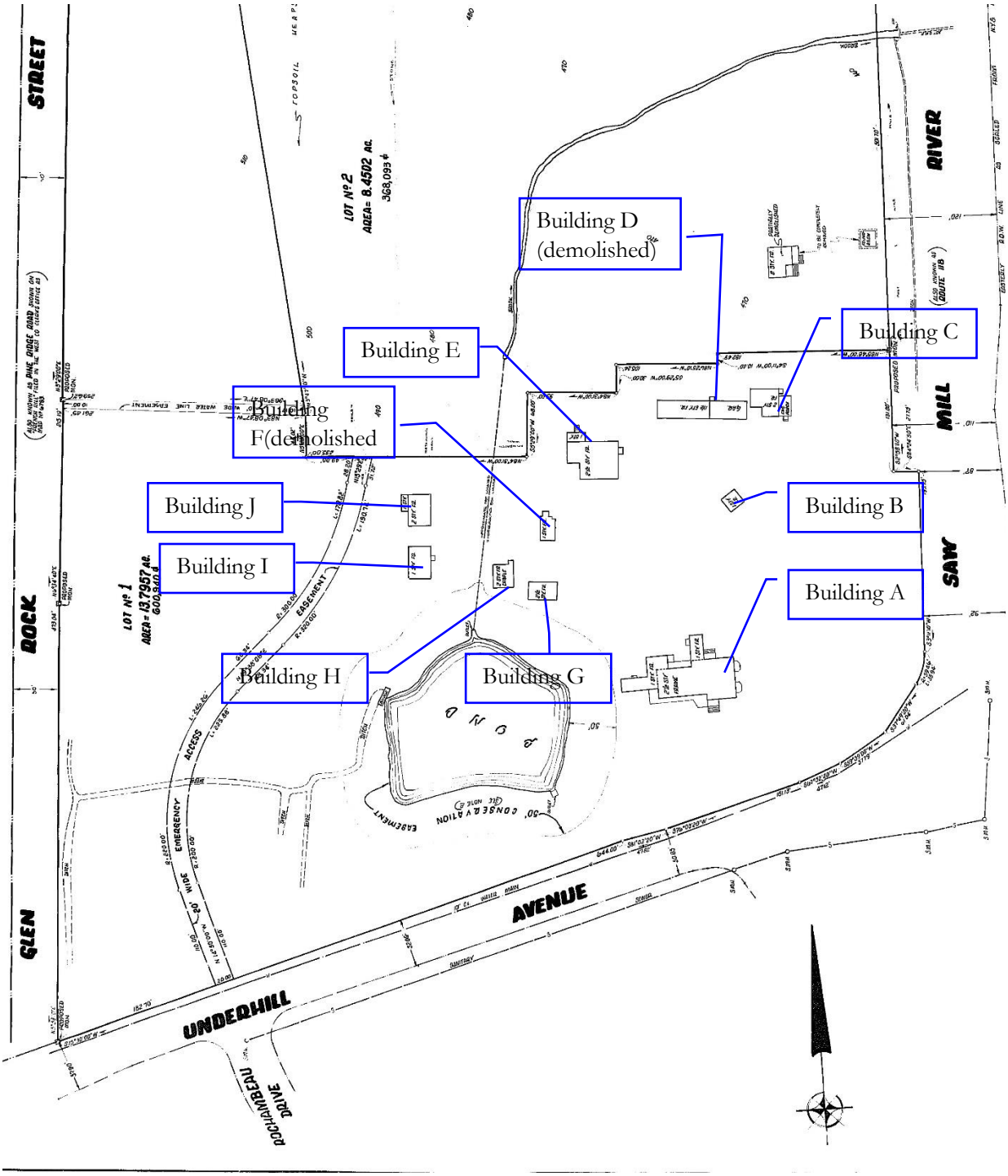

Figure 3: 1979 Subdivision of the Property prepared for Gilbert Beaver Conference Farm. (Source: Westchester County Records) Scale: 1" = 175'

"FLORAL VILLA."
RESIDENCE OF EDWARD B. UNDERHILL,
YORKTOWN, WESTCHESTER CO., N, Y.

Figure 4: 1886 Lithograph of the Edward B Underhill Estate. (Source: Scharf 1886).

Unicorn Contracting is proposing to demolish the existing out-buildings within the Project Parcel and construct a multi-family residential and mixed use project. The proposed undertaking consists of constructing a series of residential structures along with retail and office spaces The proposed residential structures will consist of townhouse, condominium and apartment units. The proposed design will retain and restore the former Underhill Mansion (Building A). The proposed undertaking includes the removal of the existing outbuildings (Buildings B-C, E, G-J). Buildings D and F, shown in Figure 3, were removed in the early twentieth century. In addition, the proposed plan includes the construction of parking lots, access roads and stormwater management basins.

The project plans include the rehabilitation of the existing mansion, updating the older additions, and reinvigorating the exterior. The former ice pond will also be restored. This pond is currently silted in and the stabilizing walls have collapsed. The immediate setting around the Mansion and pond is going to be revived, to allow for both public and private access to the property. Currently the property appears shabby and worn out.

FLORAL VILLA ESTATE -UNDERHILL FARM

The Underhill Farm property was owned in the early nineteenth century by Abraham Underhill, who owned a total of 240 acres of land. Underhill was one of the founding families of Yorktown. Underhill began

construction of his house in 1828, slowly expanding and enlarging the mansion which was completed in 1880. Underhill named the mansion Floral Villa. Abraham Underhill owned a number of mills and mill rights on the Croton River. The mill rights, leased from the Van Cortland's processed large quantities of flour that were shipped to New York City markets. When the leases expired Abraham Underhill turned his attentions to the farm in Yorktown. He made improvements to the land that included draining swamps and wet lands and removing rocks. Abraham Underhill died in 1841(Scharf 1886).

When Edward, Abraham's only child inherited the farm, it was mostly wilderness. Edward began the process of improving the land, which included draining swamps and wetland, removing rocks to plow the soil, and the construction of large and elegant buildings that entirely changed the whole appearance of the farm. Abraham had been one of the early importers of Merino Sheep and the first to introduce the Iron plow into Westchester County. By the time his residence was completed in 1881, the farm was known as the best cultivated in the town, and was well stocked with horse and cattle (Scharf 1886).

Edward Underhill passed away in 1888. At that time, his estate included livestock barn, storage and hay barns and several other outbuildings. The lithograph of the Floral Villa, published in 1886, shows several lean-to, a pig-sty and a small boat house by the pond. This lithograph (Figure 4) also shows a series of stone lined paths around the buildings with wrought iron gates at the access to Underhill Avenue.

In 1907 the farm was purchased from Henry and Katherine Kear by Gilbert and Anna Simonton Beaver. The Beaver's were dairy farmers and maintained the farm buildings and mansion. Anna Beaver died in 1919. Gilbert and Anna's only child Katherine died in 1918, while serving the war effort in New York City. In the 1920s and 1930s, Gilbert Beaver established the Gilbert Beaver Conference Farm (Westchester County Records: Deeds). Throughout the twentieth century the original land holdings were sold off to private developers. In 1952 Gilbert Beaver died, leaving half of his holdings to his second wife Jean Keir Beaver, and the balance to the Gilbert Beaver Conference Farm, to whom the property was left to in full when Jean Beaver died in 1985. Throughout the latter portion of the twentieth century, the property was operated by Rev. Schuyler Barber-Rhodes and his wife, Carole (Rosenberg 1987).

The Beaver Conference Farm provided ecumenical retreats, and farm experiences to promote humanitarian justice. The farm offered community lectures and offered the space as a venue, for those who wished to host their own event (Rosenberg 1987).

The Soundview Preparatory school was founded in 1989. The school included facilities for housing up to sixty-five students. In 2020, the school closed, after filing bankruptcy. In August 2020, Unicorn Contracting entered into an agreement to purchase the property.

STRUCTURAL CONDITION

In April 2021 HVCRC completed a visual assessment of the former Floral Villa Estate and its outbuildings. No testing or comprehensive structural analysis has been completed for this Alternatives Analysis. The following analysis is based on visual observations, rather than any testing or technical evaluation completed by a structural engineer. The assessment is being discussed on a per building basis.

BUILDING A

The Floral Villa Mansion (Building A) is an asymmetrical tower Italianate style building consisting of three distinct parts. The first is the eastern portion, which consists of a three story square, with a half-story tower on the western side. A two story rectangular form is located on the western side of the three story portion. On the northern elevation and northwestern corner, are two additions that were added in the late twentieth century (c. 1976). The exterior features wooden clapboard siding, but the roof features asphalt shingles. The roof of the bay windows and the northern addition are covered in tar paper. The original structure was reportedly built it in 1828 (Scharf 1886). The western portion of the structure appears to be of Federal style in form, although entry way is not centered, and the exterior reflects the Italianate design of the house. The three story portion is likely the more recent portion, reportedly completed in 1881, as it features a substantial cut stone foundation and stone steps, as well as larger windows, and two bay windows on the eastern elevation. The western portion has porches on both elevations, and due to the existing lattice, it was not possible to determine if the foundation material on this side of the house, matched that of the eastern portion.

The house exhibits the characteristics of the Italianate design, including the towered asymmetrical form, segmental arch windows, hooded window crowns, bracketed cornices, porches, with decorative support columns, paired windows in the tower, decorative chimneys and chimney pots and a rusticated basement level.

Building A is in good condition and is going to be retained as part of the proposed project. The proposed rehabilitation efforts are principal aspect of this overall project.

BUILDING B

Building B has most recently been utilized by the Soundview School as a design studio. The location of the structures suggests it may have, at one time, been a summer kitchen. The foundation, consisting of stone rubble is built into the grade, and the basement level utilized for storage. The foundation has been patched several times, and exhibits large fissures and eroding mortar. The floor joists have settled, and the spaces between the joists and floor boards have been shored up by a series of 2 x 4 boards. Additional joists have been added to the basement to support the load bearing capability of the walls and stabilize the floor above.

The upper portion of the structure is constructed of wood frame with wooden shingles on the northern and southern sides, and wooden channel siding on the east and western elevations. The windows feature simple pedimented arches. The interior consists of a single room, that has been modernized for use as a classroom. The brick chimney in the space has been painted white, and electricity and air-conditioning have been added to the building.

The historic integrity of the building has been modified substantially in the past 30-50 years, to the extent that the original purpose of the building cannot be identified. The structural integrity of this building is considered poor to fair. The stability of the foundation would need to be improved, to meet existing building codes.

BUILDING C

Building C is located in the northeastern portion of the property, and based on the architectural style of the core structure and the 1908 Hyde Map (Appendix B, Figure 7) this building was constructed in the early twentieth century, and postdates the Floral Villa period of historic significance. Formerly a residential cottage used by the Beaver Conference Farm, this building was most recently utilized by the Soundview School as the Middle School Building.

The structure is an L shaped building with a facing gable that includes an addition on the eastern elevation, and enclosed portion on the southwestern side. The chimney is constructed of cinderblock, and all the windows within the structure are from the late twentieth century. The exterior is covered with vinyl siding, and the roof features asphalt shingles.

The interior of this building has recently been renovated, with new carpets, wall treatments (sheet rock, paint) and other cosmetic improvements. The only early nineteenth century elements that remain within the building are the interior stairs, an interior door, and closet. The interior of the building has been renovated to the extent that the original use of the building, (i.e. single family, vs multiple guests) by the Beaver Conference Farm, cannot be determined. The structural integrity of this building is considered good.

BUILDING D

Building D is no longer extant. This structure, shown on the 1979 plans of the Beaver Conference farm (Figure 3), and based on the foundation remains a large barn and garage. The northern foundation wall and poured concrete floor are still evident on the landscape. Aerial images indicate this structure was removed in 2016.

BUILDING E

Building E was most recently utilized by Soundview School as a science building. This structure was substantially renovated in 2012 at which time the interior was converted into classroom space, and all the windows were replaced. The exterior siding, consisting of batten and board, and wooden clapboard was also restored. Alterations to the building included the addition of a porch off the northern elevation, and the installation of heating and air conditioning.

The renovations to this building that took place in 2012 retained some of the historic architectural details on the façade of the structure, but the interior of the space was completely renovated. The interior of the second floor indicates that this structure, originally a barn, was updated and renovated in the 1950s. The wood floors, electrical circuit boxes and wainscotting in the second floor rooms are indicative of this mid-twentieth century period.

The historic integrity of the building has been modified substantially in the past 30-50 years, to the extent that the original purpose of the building only evident on the exterior, and it's unclear if this barn was original to the Floral Villa farm. The structural integrity of this building is considered good to excellent, due to the 2012 renovations.

BUILDING F

Building F is no longer extant. This structure, shown on the 1979 plans of the Beaver Conference farm (Figure 3), as a single story wood frame structure. No evidence of this structure remains on the landscape. Aerial images indicate this structure was removed in 2016.

BUILDING G

Building G is located to the west of Building A, and north of the pond. This structure was historically a carpenter's workshop, but more recently served as a carriage house and storage for the Soundview Preparatory School. The barn features a slate roof, the walls are slightly bowed and the fenestrations on the exterior are no longer in the pattern of the original design. The slate tiles on the roof are deteriorating and laminating. While it appears that electricity has been added to the structure, no additional improvements were noted.

The interior of the barn has been subdivided sometime in the past 30-50 years. The floors have been reinforced with plywood and other modern materials. The load bearing joists show signs of bowing, causing an overall shifting of the building. The foundation is two sided, and constructed of stone, on the eastern and western sides. The southern wall of the foundation is built into the hill, and the northern side is wood frame. The openings on the northern side have been closed over. The second level is currently, and formerly storage space.

The historic integrity of the building has been modified, but the historic intention can still be discerned. The structural condition is fair. As this structure has been historically a barn, and is still utilized as equipment storage, a substantial amount of rehabilitation would be required to convert this structure into any other purpose.

BUILDING H

Building H is the former Chapel, most recently utilized as a Music Conservatory by Soundview School. This structure includes a bell tower cupola, and is two stories high with a small addition on the northern elevation for circuit boards and HVAC equipment. As with Building G this structure is built into the grade and access is into the second level. The roof of the bell cupola and the balance of the structure and the small shed roof addition at the rear of the chapel are covered with asphalt shingles. The roof of the chapel is bowing inward. The walls are constructed of horizontal groove siding, and the original windows. The windows on the southern side of the church feature diagonal shaped grills. There is still an operational bell within the cupola, but its not clear at present if this is original.

The ground level floor of the Chapel consists of a single room with open rafters. The floor is wood plank and there are not other identifiable features in the space. The exposed rafters and other boards visible in the interior are constructed from dimensional lumber. This lumber type post dates World War I, indicating that this building was not present during the historically significant period of the Floral Villa Estate, but was added by the owners of the Beaver Conference Farm.

The basement has been fully renovated in the latter portion of the twentieth century. This space includes sheet rock and a poured concrete floor.

The structural condition is fair. This building has been a chapel and an assembly hall space. A substantial amount of rehabilitation would be required to convert this structure for any other use.

BUILDING I

This structure, originally constructed as a barn, features a chimney on the southern exterior. The siding consists of vertical boards, with a roof covered with asphalt shingles. The windows appear to be original, and a brick chimney is located on the southern side of the structure. This building was most recently used as the Soundview Playhouse. Based on the fenestration on the northern elevation, this may have been utilized for storage at one time.

The historic integrity of the building has been modified in the early twentieth century, to function as either an assembly space or residential space. A brick fireplace was added, and the upper level enclosed. The hand hewn beams of the original barn can still be seen in the interior, and are supported by modern vertical beams. The structural conditions is fair to poor. There is not foundation to speak of, as the original is a course of dry laid stone. The exterior boards are rotting at the base, due to the proximity to the ground. As this structure has historically been a barn, a substantial amount of rehabilitation would be required to convert this structure for another purpose.

BUILDING J

Building J is a small residential structure that consists of white board and batten siding and asphalt shingles. The windows appear to be original, with the first story windows on the western side boarded up. A small addition is located on the western side of the building. The fenestration on the northern side of the building has been altered, suggesting that the use of the building may have changed over time. The fenestration on the eastern elevation suggests that this building may have been residential apartments.

The building dates to the early twentieth century, based on the presence of dimensional lumber exposed in the interior. An interior wall, constructed of brick, divides the space. The second level has collapsed into the first floor space in some sections. This area has been most recently been used as residential space.

This structure appears to have been originally constructed in the twentieth century as residential space. This building is not structurally sound as parts of the floor in interior have collapsed. Any renovation to this building would involve substantial changes.

ALTERNATIVE #1: AVOID DEMOLITION OF STRUCTURES BY REDUCING THE NUMBER OF PROPOSED PROJECT

The Project is designed to provide multi-family housing in Yorktown Heights, including community spaces such as a pool house and senior center as well as office and retail space. A total of one hundred and sixty-five (165) housing units are included in the proposed project. The project is designed considering the existing Underhill Mansion, which is to be retained, the overall topography of the site, and the existing landscape features. The main interior roads will be retained around the former mansion and the pond.

The proposed undertaking consists of constructing a condominium building, an apartment building, and ten (10) town house buildings, along with appropriate infrastructure, community spaces and parking areas. In addition, the project sponsor is providing funding for community improvements, including the rehabilitation of the pond into a more park like setting, and the improvement of the nearby intersection of Underhill Ave and Saw Mill River Road. Based on the goals of the Project, it is not feasible to incorporate or adaptively reuse the barns and outbuildings within the former Floral Villa Estates property.

The proposed senior citizen center is being constructed at no cost to the Town of Yorktown, by the adjacent property owner. This aspect of the project cannot go forward unless the thirty (30) parking spaces are proved. This involves the demolition Buildings C and E.

Reducing the overall size of the proposed Underhill Farm would impact the overall viability of the project, which is contingent upon constructing a high number of residential units, as well as community improvements (Senior Center, park area around the pond, etc). Reducing the overall scale of the project would significantly reduce the financial viability of the project, and would prevent these community improvements from taking place. The reduced scale would not achieve the level of investor rate of return necessity for a privately funded

project, nor would it provide needed housing units within the Yorktown Heights region of Westchester County, needed parking and community space, and safety improvements at a nearby intersection. If the project were to be scaled down, it could not be completed.

The financial feasibility of multifamily housing development is contingent on the economy of scale generated by developing a significant number of units. This holds true for projects using public or private financing. Reducing the scale of the project alters this goal, and makes the project and the associated community enhancements, no longer financially viable.

ALTERNATIVE #2: AVOID DEMOLITION OF STRUCTURES BY SELECTING ALTERNATIVE LOCATION OF PROPOSED PROJECT

The project is ideally located within the residential neighborhood of Yorktown Heights. There are a limited number of properties available within the region that have the appropriate size and zoning that will allow mixed use development.

In addition, the property is located within the proposed Yorktown Heights Design Overlay District, which allows for mixed use buildings, live-work space, planned design development and includes the utilization of historic or unique buildings. The proposed overlay district is being considered by the Town of Yorktown to allow for the further economic development in the Town. This district is intended to create mixed-use residential and commercial parcels to both provide abundant job opportunities and contribute to the local tax base.

The property location at the corner of Saw Mill River Road and Underhill Avenue, is within close proximity to both the Taconic Parkway, and Saw Mill River Parkway. In addition, this location is within walking distance of the core of the Yorktown Heights, where there are employment opportunities, commercial districts, stable neighborhoods, and public transportation. The project location is a short distance to town and state park spaces such as Turkey Mountain Park, and FDR State Park.

ALTERNATIVE #3: ADAPTIVE RE-USE OF THE EXISTING STRUCTURES

Unicorn's design consists of creating market rate housing to support the growing and changing population of in Westchester County. The existing outbuildings on the property were constructed initially as barns, with a chapel and residential cottage added by the Beaver Conference Farm.

Due to the nature of their initial construction the barns are not viable candidates for conversion into multi-family housing units. The barns and chapel (Buildings B, E, G & H) are one to two story wood frame buildings with stone or no foundation. These buildings currently lack insulation and have been exposed to the elements to the extent that there is noticeable rot and warping of the wooden components. In addition, Buildings B, G & H, are relatively small, roughly 1000 square feet total.

Any renovations to these buildings to create additional housing units would significantly alter the architectural and historical integrity, and fail to provide a sufficient number of housing units to meet the project goals. Furthermore, as these buildings were not constructed following any sort of standard or code, the cost of renovating them into housing units or retail spaces would be prohibitive. As of July of 2021, the estimated costs per square foot for new construction is between $150 and $200 per square foot. The costs to renovate and adaptively reuse wood frame barns to residential or retail space is $300-$500 square foot (Gonzales 2016). Any adaptive reuse of these buildings, in addition to being financially prohibitive, would require substantial changes ensure the structural integrity, as well as improve and modernize them into residential living or usable spaces.

Building J has already begun to become structurally unstable, adaptive reuse is not a viable option for this structure.

Buildings C and E, have recently been renovated. Building C has most recently been used as residential, and Building E has recently been renovated into a science classroom space. While both buildings could be converted, the spacing of the buildings within the property does not provide the means for them to be incorporated into the news apartment and condominium buildings. The construction style of the buildings also makes them incompatible for incorporation into the planned residential structures. In addition, the construction of the Senior Center hinges on parking being provided in the locations of these two buildings.

ALTERNATIVE #4: NO ACTION

Under this alternative the Project Parcel would continue to be an underutilized property, as the current structures are vacant. As many of the buildings in the property are currently vacant, further deterioration of the condition of the buildings would occur. Furthermore, the local community currently has no access to the property. This would continue if the project were not to proceed.

Unicorn Contracting has not been able to identify a scenario that would be consistent with the project goals, and retain the existing outbuildings. The proposed undertaking will provide much needed housing within the Town of Yorktown, while at the same time preserving the former Underhill Mansion, a significant historic resource.

SUMMARY AND RECOMMENDATIONS

Unicorn Contracting is seeking to redevelop the parcel at 370 Underhill Avenue to create residential housing, a much needed resource, community resources and off site improvements. The buildings on the property are primarily vacant.

The existing Underhill Mansion will be retained and rehabilitated as part of the proposed Underhill Farms project. This rehabilitation is expected to cost close to 1 million dollars, and will revitalize this vacant and unused resource. The current plan for this building is to create office and conference room spaces, and rejuvenate the outdated and older portions of the building. The current plans include retaining the historic elements of the building to preserve the overall historic integrity of the structure.

In addition to the Underhill Mansion, the landscape around the mansion, including the routes of the existing driveways, lawn spaces and the ponds will be retained. The pond will be refurbished, and a walking path is proposed around the perimeter to create a park like setting. The project sponsor is proposing to have this part of the property publicly accessible, so that the community can utilize the park space. As part of the proposed plan, the condominium building will be constructed where Buildings G-J are currently located. Buildings C and E will be removed, and their locations graded and leveled for uses as lawn. An apartment building is proposed to the north of the former Underhill Mansion (Building A). Parking areas are proposed to the north of the apartment building, that will be utilized by the community members who will visit the proposed Senior Center.

Unicorn Contracting has explored the other available properties in the Town of Yorktown, however, due to the Yorktown Heights Design Overlay District, this property is uniquely suited to provide both residential and commercial opportunities, as well as retain a significant historic resource.

The cost of rehabilitating and restoring the former barns and outbuildings is prohibitive for the proposed undertaking and associated offsite improvements. Rehabilitation construction costs will nearly double the construction costs of the project and will not allow for the unit density needed for this type of investment project. The layout of the barns and out-buildings is not conducive to adaptive reuse. The financial viability of the development, as well was the off-site improvements are in jeopardy if the project cannot go forward as planned. With the current plan, including the off-site and community improvements, Unicorn Contracting has created a financially viable project that will be reliant on private investors and funds. In addition to the financial loss, the reduction in the number of housing units will impact the goals of the Town of Yorktown and its residents to have available housing and commercial drivers of economic growth.

While the construction of the new buildings adjacent to the former Underhill Mansion will have a visual effect, however, it can be minimized through architectural style, building design and materials as well as landscaping and vegetation. These new buildings reflect the ever changing needs of the Town of Yorktown, and the history of the property, which has a documented and ongoing historic, commercial and social evolution. The community will be able to utilize this reinvigorated property, that is currently underutilized.

It is HVCRC's recommendation that a plan to mitigate the Adverse Effect of the proposed undertaking on the former Underhill property developed in consultation with OPRHP. This mitigation plan would include, at a minimum, some additional documentation of the outbuildings and salvaging the significant architectural components (fireplace surrounds, lighting and fixtures, trim and windows), where feasible. Old slate and brick can be salvaged for use in hardscaping around the new buildings or in park spaces. In addition, Unicorn Contracting will continue to consult with OPRHP, regarding the renovations planned for the former Underhill Mansion.

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1956 United State Geological Survey Topographical Map. Mohegan Lake, NY. 7.5 Minute Series.

Westchester County Records
wro.westchesterclerk.com

Appendix A: Photographs

1. Underhill Estate/Sound view School (Building A). View to the northeast.	
2. A small storage building (Building B) served as the School's design studio.	

3. The Chapel (Building H).	
4. Building G was formerly a carpenter's workshop, and is used for storage.	

5. Building E is the Science building. This structure, formerly the carriage house, was substantially rehabilitated in 2012.	
6. Building C served as the middle school classroom for Soundview School.	

7. Building J, is a small residential cottage.	
8. Building I served as the Soundview School Playhouse.	

9. View to the northeast of Building I.	
10. View to the southwest of the pond.	

11. View to the southwest of the former ice pond.	
12. The existing paths around the Mansion follow the historic carriage trails.	

Appendix B: Historic Maps

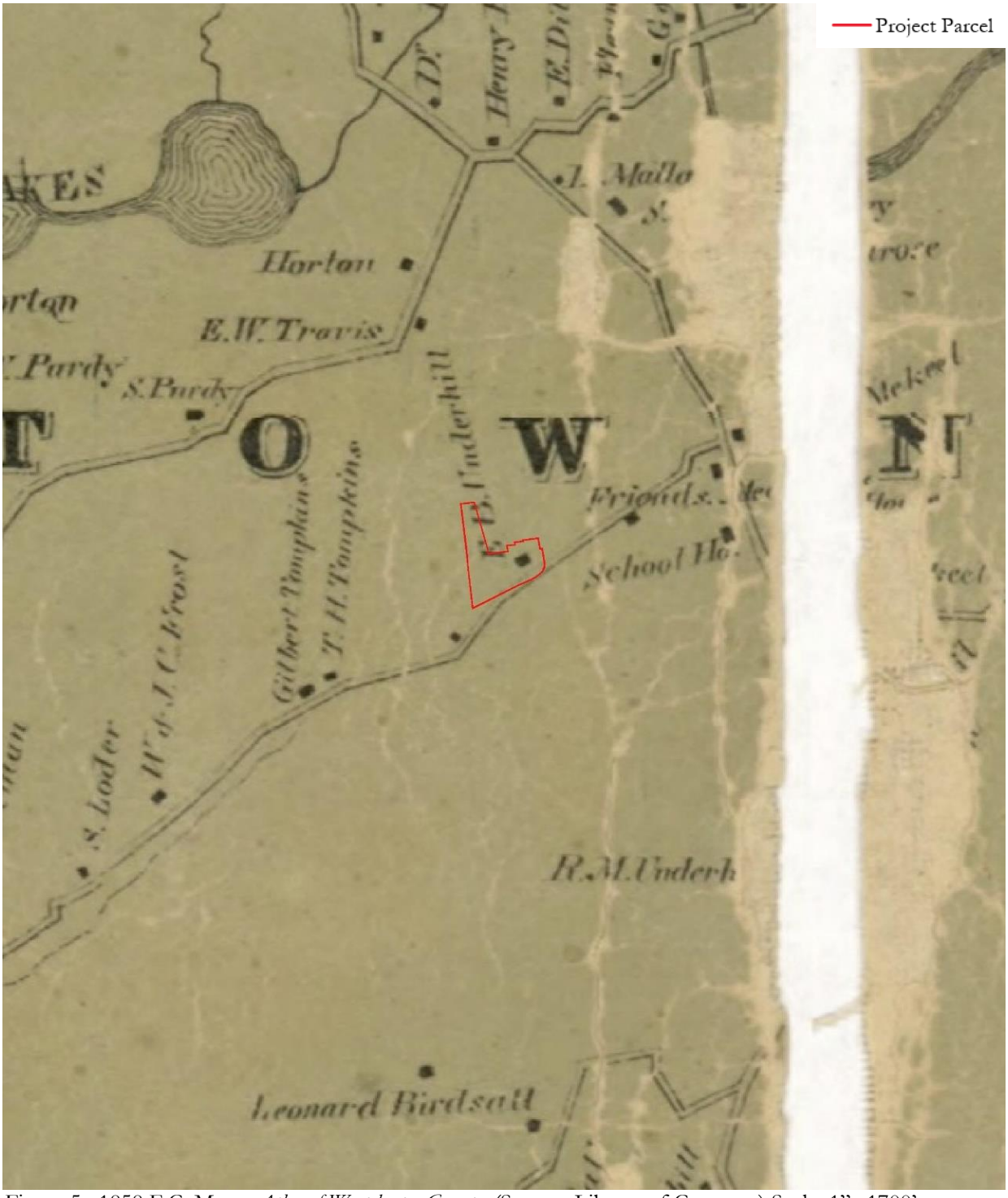

Figure 5: 1858 F.C. Merry *Atlas of Westchester County.* (Source: Library of Congress) Scale: 1"=1700'.

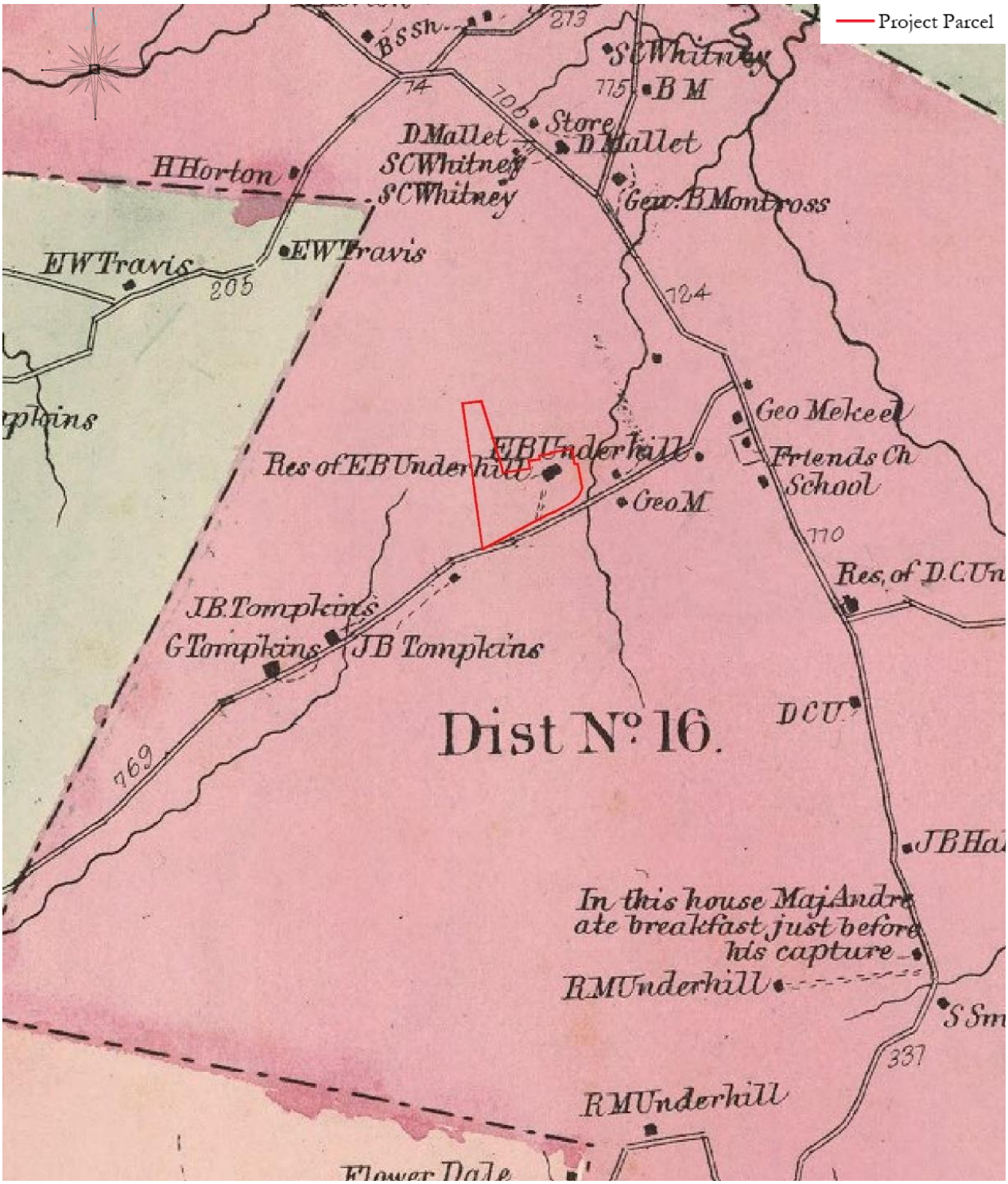

Figure 6: 1867 F.W. Beers' *Atlas of Westchester County, Town of Yorktown.* (Source: David Rumsey Cartography Associates) Scale: 1"=1425'.

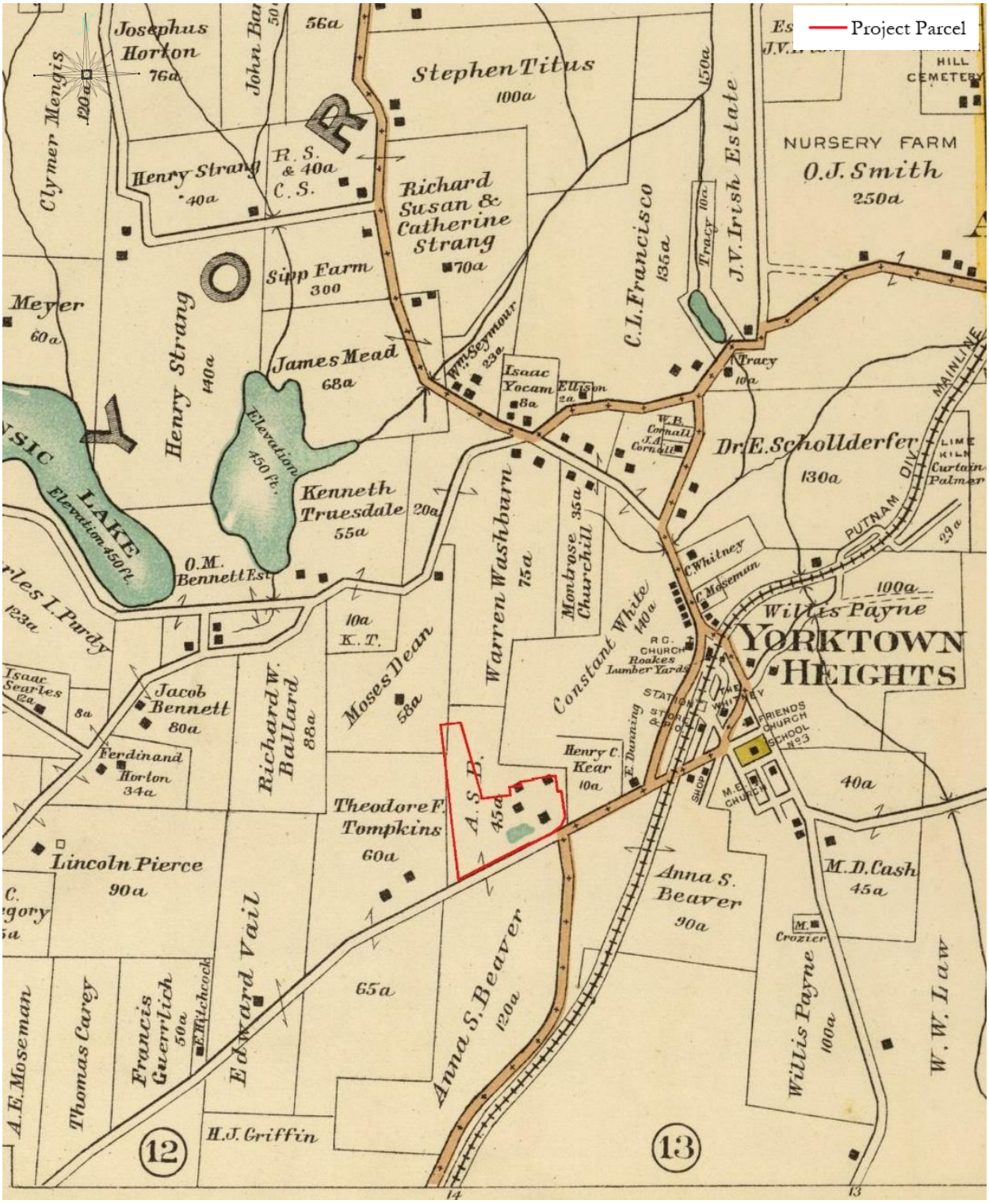

Figure 7: 1908 Hyde E. Belcher *Atlas of Westchester County*. (Source: David Rumsey Cartography Associates) Scale: 1"=1425'.

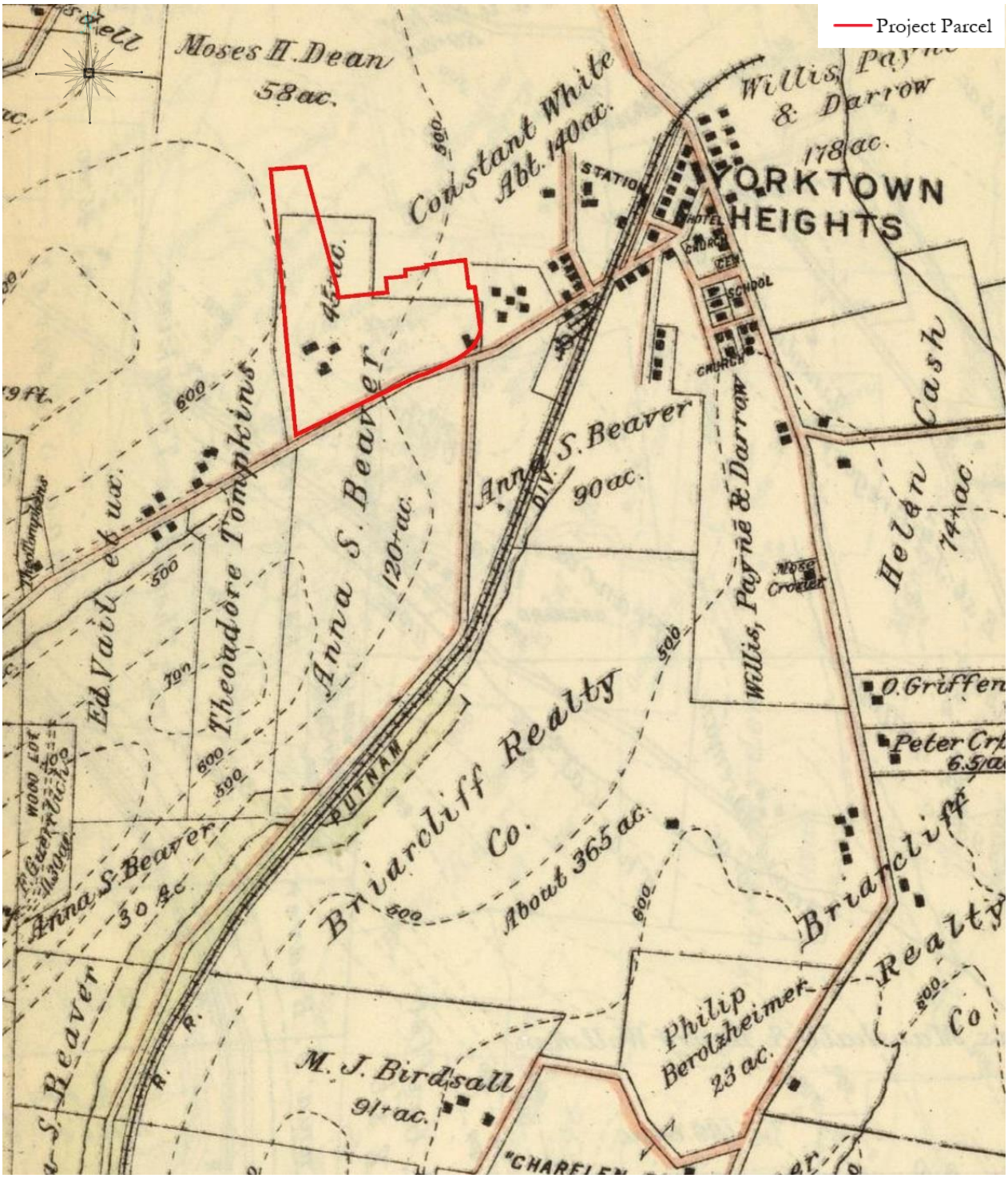

Figure 8: 1914 G. W. Bromley Map of Westchester County, New York. (Source: David Rumsey Cartography Associates) Scale: 1"=850'.

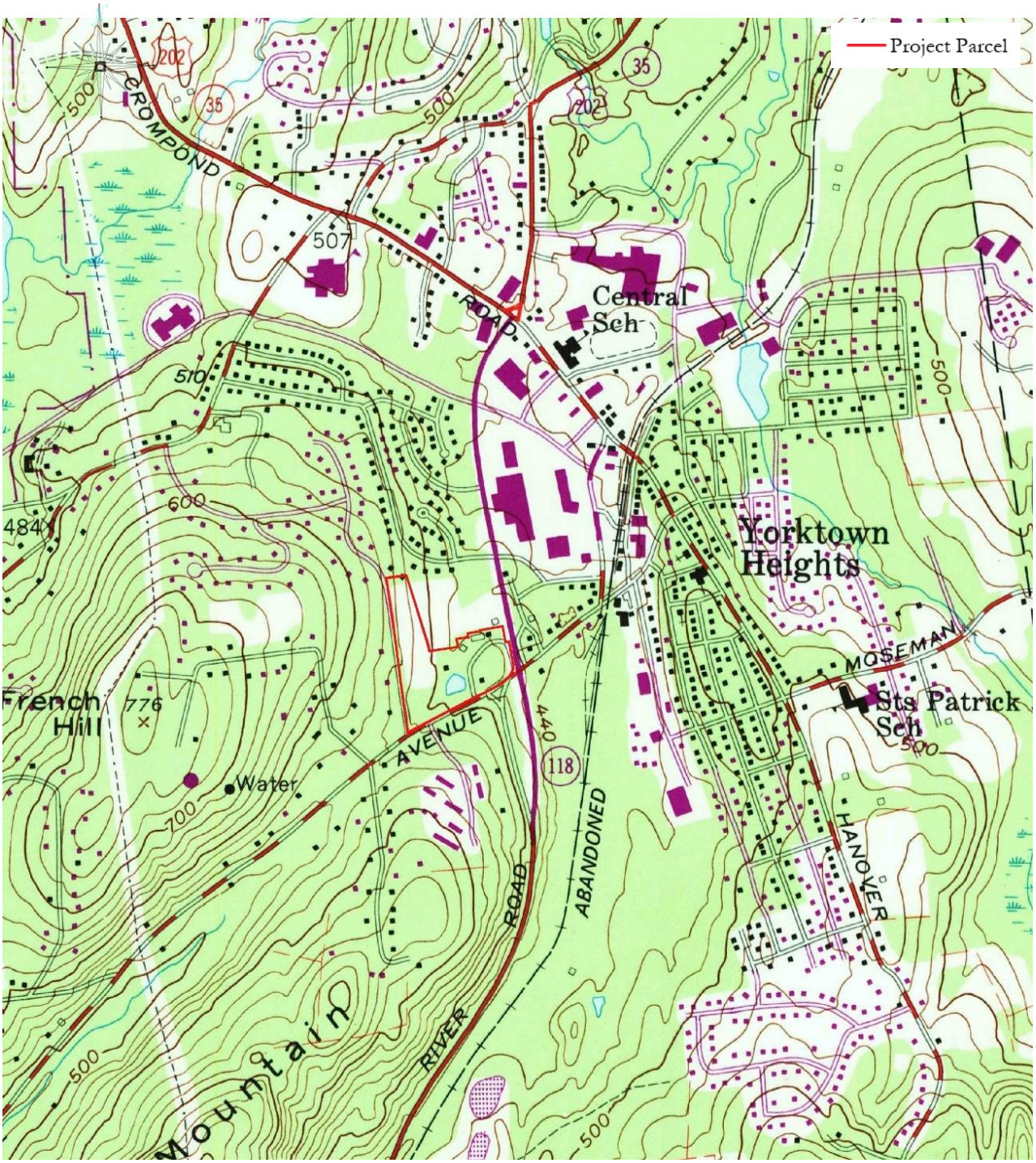

Figure 9: 1956 Mohegan Lake NY USGS Topographical Quadrangles. (Source: USGS.gov) Scale: 1"=1200'.

HUDSON VALLEY
Cultural Resource Consultants, Ltd.
PO Box 264, Salt Point, NY 12578
914-456-3698 hvcultural@optonline.net

October 1, 2021

Derek Rhode
Division for Historic Preservation
New York State Parks, Recreation & Historic Preservation
Peebles Island State Park,
P.O. Box 189, Waterford, NY 12188-0189

Re: Soundview -Underhill Farms Development (21PR02382)
Additional Information for Alternatives Analysis
Yorktown Heights, Westchester County NY

Good Morning Derek,

Unicorn Contracting (the "Applicant and Sponsor") has provided the following information for the Soundview -Underhill Farms Development (the "Proposed Project" or "Project"), to reduce the impacts of the proposed development on the Floral Villa _Underhill Estate property (the "Historic Property").

Parking

The current parking layout was developed in consultation with the Town of Yorktown Planning Board. The amount of parking is based on local code for each building use including the community Senior Center and retail spaces. The parking lot for the Senior Center is located within 200', as specified by Town of Yorktown Zoning Code. The majority of the parking for the residential spaces is located underground to minimize the impacts to the historic property. The parking around the Mansion (Main house- Building A), was designed at the request of the town to meet the Americans with Disabilities Act (ADA) codes, and for public access.

The Sponsor is willing to shift five (5) of the thirteen (13) parking spaces on the southern side of the Mansion to the parking lot on the northern side of the pond. Shifting the spaces away from the southern side of the mansion will maintain the aesthetic of the Mansion lawn and more of the carriage paths.

The landscape surrounding the historic Mansion will be retained, including as many of the existing trees, carriage paths, stone walls and mature trees as possible. The Pond will be rehabilitated, and the area around it improved to retain the park like setting.

Ancillary Buildings (Buildings B-J)

The ancillary (secondary) buildings (Buildings B-J) are to be removed as part of the project. The Town of Yorktown Building inspector has stated that these structures are not safe and preserving them in place to deteriorate through natural causes is a community hazard (See **Exhibit A**). These buildings are not salvageable without a substantial financial investment, and they cannot be incorporated into the current project design. The basement walls of the chapel (Building H) are collapsing and there are additional structural issues.

The Sponsor explored the possibility of relocating the Chapel (Building H) to another location near the pond. Due to the instability of the existing below grade foundation, the process of removing and relocating the upper levels is not a practical option.

The Sponsor is willing to add architectural elements that resemble the existing Barn and Chapel into the design of proposed Pool House and contstruct a secondary ancillary building that will replicate the architectural characteristics of the Carriage Barn (Building G)and can be utilized by the community.

Setting

The existing landscape setting will be preserved to the extent possible. Unicorn Contracting is rehabilitating the pond to west of the Mansion which will be accessed by the town of Yorktown community, as well as the building residents. The older grown trees along the main entrance, and the carriage paths on the southern side of the Mansion will be retained. Trees on the northern side of the mansion will also be retained to separate the historic house from the new apartment building.

The construction of a pavilion on the northern side of the pond that reflects the style of the Chapel, and or carriage barn, will retain a visual element of the existing setting on this side of the main entrance. The paths around the pond will also be restored, which will create visual continuity with the paths around the Mansion. The new roads will be lined with native tree species, consistent with those that currently exist. Courtyard and patio spaces are proposed to the northern of the Mansion. To the extent possible the proposed paths will follow the curvi-linear style of the existing carriage and walking paths.

Financial Considerations

Utilizing the existing ancillary buildings as covered parking, or similar community spaces is not viable without substantial financial investment. In addition, retaining these structures will cause a large reduction in the number of housing units that are proposed which would prevent the project from moving forward. Unicorn Contracting has committed more than two and a half million dollars into the rehabilitation of the pond and to rehabilitate and update the historic mansion, associated landscaping, walkways and historic entrance.

Please see in the Appendix includes letters from Town Planner, councilman, building inspector, engineers, and others

If you require any further information to facilitate your review, please do not hesitate to ask.

Sincerely,

EXHIBIT A: SUPPORT LETTERS

THOMAS P. DIANA

Deputy Supervisor/ Town Councilman
Yorktown Town Hall
363 Underhill Avenue
Yorktown Heights, New York 10598
Phone (914) 584-7511
tdiana@yorktownny.org

September 20, 2021

To: Beth Selig-Hudson Valley Cultural Resources, LLC.

From: Tom Diana

Regard: Soundview/Underhill Farm Property

This memo is to address the design proposal with regards to the above mention property.

As Deputy Supervisor/ Councilman I am familiar with the current development proposal and wou give added comments.

The developer in my opinion has done a good job preparing his proposal for this property. This include but not to limit the restoration of the main building, ice pond, etc.

However, there several buildings on the property in my opinion., due to various states of disrepai safety need to come down.

I believe our " Building Inspector" has already given his opinion and recommendation on this iss we are of the same mind set.

Therefore, I look forward to working with the developer on this issue and to have this property be to the community .

Respectfully,

Tom Diana, Deputy Supervisor/ Town Councilman

From the Desk of Councilman Ed Lachterman

9/16/2021
To: Beth Selig – Hudson Valley Cultural Resources, LLC
From: Councilman Ed Lachterman
Re: Soundview Underhill (Underhill Farm)

This memo is to address the current design and proposal for use of the property at 370 Underhill Avenue, Yorktown, New York. As Councilman, I am familiar with the current development proposal and wanted to add some additional comment based on involvement. The developer has done a good job preparing a property development proposal that addresses the needs of the local community. The property provides needed housing, retail and office space as well as allowing for an adjacent Senior Center, all while investing to restore the main historic building, historic pond, and the historic walls. The proposal places the residential parking underground allowing for more open space on the site. The existing approach and historic perimeter and trees will be preserved. The developer is also providing outdoor space for the use of the local community. The project has yet to be finalized thru the various town boards but the proposal as presented is agreeable. We would be in favor of removing the existing outbuildings as they would impede the overall plan and are in very poor condition and very little of the history of these buildings remain due to the past alterations. At this time they are more of a blight and a safety hazard than anything else.

Regards,

Councilman Ed Lachterman
Town of Yorktown

To whom it may concern:

Much has been written, spoken, and discussed lately concerning the Underhill Farms, house, and grounds restoration project. Many local preservation groups, architects, conservators and concerned individual citizens have expressed their objections to parts of the proposal and have offered alternate choices. As a private history minded citizen, I also wish to voice my concerns and express my desire to save the house, as the primary objective.

The Underhill house is both a significant architectural and historical home in the heart of Yorktown and Westchester County. The virtues and importance of the house have already been detailed and discussed by experts far more knowledgeable than me. Succinctly put, the Underhill House is an extraordinary structure and landmark and the visual gateway to the heart of Yorktown proper.

Most of the concern for the preservation of the site revolves around the many outbuildings and secondary structures on the property. I have visited the site and inspected these buildings, including the main house, and realize that many of them have fallen into dangerous dis-repair. While preservation of any old building is a worthy and honorable goal, a realistic balance between true significant historical value and modern economics must be explored and investigated.

Just because a building is old, does not necessarily make it historically significant. The most significant structure on the property remains the main house. The plans and financial participation to restore and preserve the main house should be commended. The current owner has taken on a substantial financial burden and has promised to restore the main house to its former glory.

Their plan to remove some of the out-buildings and add new modern structures for the betterment of our community, has raised much objection. It is my understanding that efforts will be made to preserve and move the chapel, the second most significant building on the property. I also understand and recommend that as much of the old wood and architectural components of the remaining buildings be preserved and repurposed through a careful dismantling process, not through bulldozing or wrecking ball. Certainly, the restoration and preservation of the main house MUST be the primary goal of the new landowners. It seems to me that a common-sense compromise has been proposed that both retains the natural beauty of the original site, while conserving and restoring the main house, and providing additional residential and commercial space that benefits both the community and provides substantial financial income to pour back into the preservation of the main house.

Observing, understanding, and appreciating the problem from many points of view, and noting the many proposals and options put forth by various concerned groups and individuals, has led me to believe that an appropriate, well-balanced plan and compromise resolution has been reached that will satisfy everyone's needs and wishes while conserving and sustaining the Underhill Farms house at its current location at the crossroad to Yorktown. I am sure the proposed plan will not please everyone but feel confident that the final outcome will be a positive conclusion for the future of the site. Successfully preserving the Underhill house will produce a positive result for Yorktown and Westchester communities as a whole and will preserve a significant local historical landmark for

generations to come. I believe the total preservation of the Underhill Farms house is an effort well worth undertaking and stand ready to assist you in any way can.

Thank you again for your consideration in this matter. I can be reached at any time to further discuss this situation.

Respectfully
Paul R. Martin III

Paul R. Martin III is the current President of the Yorktown Historical Society and represents his personal opinion as a concerned citizen, independent of the YHS Board of Directors.

Town of Yorktown

Building Department
Town Hall, 363 Underhill Avenue, Yorktown Heights, NY 10598
Tel. (914) 962-5722 ext.233 Fax (914) 962-1731

September 17, 2021

To: Beth Selig – Hudson Valley Cultural Resources, LLC, Box 264, Salt Point, NY 12578

From: John Landi, Building Inspector / Code Enforcement

RE: Soundview Underhill (Underhill Farm)

This memo is to address the current design and proposal for use of the property at 370 Underhill Avenue, Yorktown NY. I am the Town Building Inspector. I am familiar with the current proposal and wanted to add some additional comments based on my inspection of the property.

With the regard to the existing buildings on site, the proposal for the main building to be preserved I am in agreement with this since the building appears to be in sound condition. The building will require considerable restoration to bring the building up to current code. The remaining outlying buildings are in varying degrees of deterioration. This department is prepared to condemn as they are collapsing and are a safety concern. The remaining outlying buildings including the Church and the barn have structural issues, warped and twisted framing, foundation, water and mold issues. I am not in favor of keeping these buildings. I believe they should be condemned. Furthermore, they have had many patches, parts and pieces. They would need major redesign and updates to be acceptable for any possible use. The proposal for wrapping the structures with a safety fence and left to deteriorate in place is not acceptable for it is a safety hazard.

Sincerely,

John Landi
Building Inspector

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September 23, 2021

Ms. Beth Selig
Hudson Valley Cultural Resources Consultants, Ltd.
P.O. Box 264
Salt Point, NY 12578

Subject: Underhill Farms *fka* Soundview School

Dear Ms. Selig,

This correspondence is in response to your request for information regarding the above referenced property received by this office through your client and current owner of same. The request as we understand it is for a description of the important aspects of the property's historic and cultural resources as identified by this office. This description will be based on the current knowledge of the site, its resources, and the conceptual development plan of your client, gathered by this office as of this date. As the information related to the proposal matures, these descriptions may evolve as well.

The site consists of approximately 13 acres and is situated at the northwest corner of Route 118 and Underhill Avenue. The property features a main building, originally a residence, thereafter a conference center office, and later a private high school. Approximately seven subordinate buildings exist that supported the conference and school usage which includes a small barn and a chapel. The open land is either managed lawn or second growth forest. The lanes and roadways are asphalt paved and include several parking lots. The property was considered in the town's Historic Reconnaissance Survey prepared by Larsen Fisher Associates, dated 2006. The main building was listed as "Notable" with one subordinate building as contributing (2 story english barn). This office has no information as to the original usage of the buildings whether for farm related or conference or religious retreat support uses, nor have we received any recent report or analysis of the property and its structures related to historical or architectural significance. The development plan proposes to remove the subordinate buildings and construct one rental apartment building with some first floor retail uses, one condominium style building, one clubhouse, and ten townhouse style structures at the western, forested portion of the property.

We note the loss of at least one subordinate building is an adverse impact to historic and cultural resources which would result from the proposed development.

We also note that a number of attributes of the clients proposal are of a positive impact as it relates to the historic resources and are as follows:

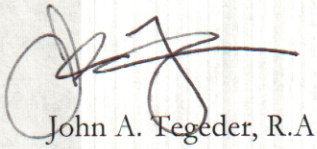
1) The development plan proposes to retain the main house, refurbish it, and adaptively reuse the structure. The main house is the predominant edifice viewable from the public roadways and is

the face of what is known as Underhill House/Underhill Farm/Beaver Conference Farm/Soundview School. This building embodies the highest historic and architectural quality of the property. Retaining and reusing the building has high positive impact in preserving history of the town and retaining important historical, architectural, and cultural references. Further, retention of this building will maintain those qualities in a highly visible manner to the public, and will likely remain as the face of the property, post-development.

2) The development plan proposes to reuse the main building with uses that will be available to the general public. This is of high positive impact, as it will, for the first time in its existence, allow the public to experience the building first hand, as a user, rather than just as a viewer from the roadway.
3) The development plan proposes to retain the cut stone walls that form a border at the roadways, along with the entrance gate at the corner. This is of high positive impact as the walls and gate, together with the main building, form the predominant character of the site, as seen by the public.
4) The development plan proposes to retain and enhance the existing pond. Enjoyment of the pond will be afforded to the public at least in a passive manner, if not as an active resource for activities such as skating. Public access is of high positive impact for its recreational aspects as well as its historical and cultural references.
5) The development plan proposes to retain mature trees, landscape forms, and a road and path network to the greatest extent possible. This is of high positive impact as it preserves public viewshed references, historic landscape references, and environmental benefits of the trees and other landscape features.
6) The development plan proposes to allot a portion of the parking area for use of Yorktown seniors that will use a proposed senior center on an adjacent property.

If you have specific questions or are in possession of additional information related to any of the items herein or of the property itself, please contact this office.

Respectfully,



John A. Tegeder, R.A.
Director of Planning

cc: Planning Board
Town Board

F:\Office\WordPerfect\Current_Projects\Underhill Farm - 48.06-1-30\Correspondence\PDLet-soundviewhistoricconsultant-092021.wpd

Brown & Brown INSURANCE®
HUDSON VALLEY

Brown & Brown of New York Inc.
625 Route 6
Mahopac, NY 10541
P: (845) 628-4500 | F: (845) 628-1804
bbhvins.com

September 15, 2021

RE: Insurance Considerations
Location: 370 Underhill Ave, Yorktown Heights, NY 10598

To Whom It May Concern:

As an insurance broker who specializes in placing comprehensive coverage & risk management programs for the construction, real estate and public entity sectors, I would like to provide my feedback as it relates to the insurability of this property.

With exception of the building referred to as the "main house" or "main building," most all other smaller structures located on this property would be extremely difficult to obtain property coverage for. Due to the physical condition of these structures (i.e. built in 19th century, flood damage, deterioration, old roofs, no updates to electrical/heating/plumbing components, etc), most all carriers in today's marketplace would not be willing to offer coverage. Any potential market that could offer terms would come with very limited coverages and a significant cost. In addition, any carrier that might consider providing liability coverage would not want the exposure of unsafe and vacant structures that could pose a greater risk for bodily injury type claims.

Please let me know if you should require any further information regarding this matter.

Thank you.

Sincerely,

Kieran Boyle
Risk Manager

/kb

JOHN KARELL, JR., P.E.
121 CUSHMAN ROAD
PATTERSON, NEW YORK, 12563
845-878-7894 FAX 845 878 4939
jack4911@yahoo.com

September 26, 2021

Paul Guillaro
10 Julia Ln Suite 103
Cold Spring, NY, 12578

Re: **Flora Villa**
Soundview – Underhill Farm Project
370 UnderhillAvenue
Yorktown (T), Westchester County

Gentlemen and Ladies:

Please be advised that I have reviewed the document entitled "Alternatives Analysis, Floral Villa, Sound-view Underhill Farm Project" prepared by Hudson Valley, Cultural Resource Consultants, Ltd., dated July 2021 and inspected each one of these buildings on September 10, 2021 for the purpose of determining their structural integrity.

Reference is made to pages 7-10 which describes in detail the condition of buildings A through J. Based upon my inspection buildings B,G, H, I AND J are not structurally sound and not worthy of renovation due to financial considerations. The main residential structure is certainly worthy of saving and maintaining. Buildings C & E are modern buildings in good condition but are not considered historical and for that reason could be removed. Buildings D & F no longer exist.

If you have any questions please contact me at 845 721 045

Very truly yours,

John Karell, Jr., P.E.

TB Referral Chapter 95

RECEIVED
PLANNING DEPARTMENT
JUL 14 2022
TOWN OF YORKTOWN

TOWN OF YORKTOWN TOWN BOARD

Resolved, the Town Clerk is authorized to refer out to appropriate agencies for their review and/or recommendation a proposed Local Law adding Chapter 95 to the Yorktown Town Code to allow members of all public bodies of the Town of Yorktown to participate in meetings via videoconference.

Further Resolved, the Town Board declares its intent to act as Lead Agency. We are transmitting the following referral for your review and recommendations and ask that you respond back to the Town Clerk by Friday, July 22, 2022.

- ☒ File
- ☒ Town Clerk
- ☐ ABACA
- ☐ Building Inspector
- ☐ Community Housing Board
- ☐ Conservation Board
- ☐ Fire:
  - ☐ Lake Mohegan
  - ☐ Yorktown
- ☐ Highway Dept.
- ☐ Open Space Committee
- ☐ Planning Dept. / Board (6)
- ☐ Police Dept.
- ☐ Public Safety Committee
- ☐ Recreation Commission
- ☐ School District:
  - ☐ Yorktown
  - ☐ Lakeland
- ☒ Town Attorney
- ☒ Town Board
- ☐ Town Engineer
- ☐ Tree Conservation Advisory Committee
- ☐ Water Department
- ☐ Wetlands Inspector
- ☐ Yorktown Land Trust

Westchester County

- ☒ Planning Department / Board
- ☐ Dept. of Public Works
- ☐ Dept. of Health
- ☐ Parks & Recreation
- ☐ Environmental Facilities
- ☐ Soil & Water

New York State

- ☐ DEC Albany
- ☐ DEC New Paltz (Region III)
- ☐ DOT
- ☐ Parks & Recreation

- ☐ **NYC DEP**
- ☐ **Army Corp. of Engineers**

Bordering Municipality

- ☐ Town of Cortlandt
- ☐ Town of Ossining
- ☐ Town of Somers
- ☐ Town of Putnam Valley

- ☐ Yorktown Chamber of Commerce
- ☐ Other
- ☒ Other – All Committees, Boards, & Commissions

FROM: DIANA L. QUAST, YORKTOWN TOWN CLERK, CERTIFIED MUNICIPAL CLERK

SUBJECT: **We are transmitting the following: a copy of a proposed local law adding a Chapter 95 to the Yorktown Town Code regarding videoconferencing.**

DATE: July 14, 2022

- ☐ Application/Petition
- ☐ Drawings
- ☐ EAF
- ☐ EAF Addendum
- ☐ Report
- ☐ Wetlands Permit Application
- ☐ SEQRA Scope
- ☒ Other – Proposed Local Law

FOR YOUR: ☒ Information ☒ Review ☒ Comment

Town of Yorktown Videoconference Local Law and Policy

LOCAL LAW TO ALLOW MEMBERS OF ALL PUBLIC BODIES OF THE TOWN OF YORKTOWN TO PARTICIPATE IN MEETINGS VIA VIDEOCONFERENCE

A LOCAL LAW to allow members of all public bodies of the TOWN OF YORKTOWN to participate in meetings via videoconference.

BE IT ENACTED by the Town Board of the Town of Yorktown as follows:

Section 1. Legislative Intent

It is the intent of this Local Law to give members of the Town's local public bodies, as such term is defined in Public Officers Law §103-a(1), the authority to participate in meetings via videoconference in a manner consistent with the Town's videoconferencing policy and the authority granted in Public Officers Law § 103-a.

Section 2. Authority

This local law is adopted pursuant to Public Officers Law § 103-a which expressly permits the Town Board to adopt a local law to authorize the use of videoconferencing for itself and all boards, committees and commissions of the Town which are subject to the New York State Open Meetings Law, Public Officers Law, Article 7. Members of such local public bodies may participate in meetings via videoconference from locations not accessible to the public so long as a quorum of the public body participates from locations where the public may be physically present and all conditions set forth in Public Officers Law § 103-a are met.

Section 3. Videoconferencing for Public Meetings

The Town Board of the Town of Yorktown hereby authorizes members of the Town's local public bodies subject to the requirements of the Public Officers Law to participate in meetings using videoconferencing technology in a manner consistent with Public Officers Law § 103-a and the Town's videoconferencing policy adopted by the Town Board.

Section 4. Virtual Meetings Permitted Under Public Officers Law, Article 7 For All Public Bodies in the Town of Yorktown

The provisions of this Local Law and Public Officers Law § 103-a do not limit the existing authority set forth in the Public Officers Law which allows all public bodies to virtually connect multiple public locations from which members and the public may attend. Public bodies may continue to hold proper open meetings by videoconference from multiple physical locations which are identified in the meeting notice, open to the public and connected virtually together by videoconference. The provisions of this Local Law expand further the authority of the Town Board and other board, committee and commission members to participate in a meeting using videoconferencing technology under limited circumstances when the member's location is not open to in-person public attendance.

Section 5. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 6. Effective date.

This chapter shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York.

VIDEOCONFERENCING POLICY A.

Introduction

1. The Town of Yorktown recognizes the benefits of allowing members of the Town's local public bodies to attend meetings using videoconferencing technology. On July , 2022, the Town Board adopted a local law to authorize the use of videoconferencing for itself and all boards, committees and commissions of the Town which are subject to the New York State Open Meetings Law, Public Officers Law, Article 7.

2. This Videoconferencing Policy shall govern member and public attendance and participation where board members choose to attend the public meeting via videoconferencing pursuant to Section 103-a of the Open Meetings Law.

3. This Videoconferencing Policy shall be posted on the Town website.

B. Remote Meeting Attendance by Board Members

1. Members of a public body shall be physically present at all meetings of such public body unless such member is unable to be physically present at any such meeting location due to the following extraordinary circumstances:

a. Disability;

b. Illness;

c. Health Concerns;

d. Caregiving responsibilities; or

e. Other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.

2. The majority of the public body must conduct the public meeting from a physical location or locations where the public can attend. A physical location is any location identified in the meeting notice that is open to in-person public attendance.

a. For example, no less than three members of the Board, Committee or Commission must conduct the meeting in the same physical location or locations where the public can attend the meeting. If two Board, Committee or Commission members are sick and two Board, Committee or Commission members are on vacation, the public meeting must be cancelled because only one Board, Committee or Commission member is available to meet in-person (or in any physical location open to the public). All four members cannot participate in the public meeting using video-conferencing from a location that is not open to in-person public attendance.

b. A Board, Committee or Commission may conduct a meeting where two members attend the meeting from Town Hall, two members attend using videoconferencing where their physical locations are open to the public and such locations have been identified in the meeting notice, and one member attends using videoconferencing where their location is not open to the public.

3. Board, Committee or Commission members wishing to attend a public meeting using videoconferencing technology from a location not open to the public, must advise the chair of said public body as early as possible before the scheduled meeting that they are unable to be physically present at the meeting. The public notice for such meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available and identify the physical location or locations for the meeting where the public can attend.

a. If a member of the public body plans to attend a meeting using videoconferencing technology from a location open to the public pursuant to Public Officers Law § 104(4), such member must advise the chair of such public body at least 72 hours before the meeting to ensure that the public body has enough time to post the required public meeting notice. The public notice for such meeting shall inform the public that videoconferencing will be used and shall identify the location for the meeting, and state that the public has the right to attend the meeting at any of the locations.

4. Except in the case of executive sessions conducted pursuant to Public Officers Law § 105, the chair shall ensure that all members of the public body, including those attending via videoconferencing, can be heard, seen and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. Any board member attending a public meeting via videoconferencing technology must have their video turned on for the duration of the meeting

5. During the meeting, the chair shall announce the name or names of those members participating remotely. This information shall be included in the minutes.

6. Each meeting conducted using videoconferencing shall be recorded and such recordings posted or linked on the public website of the public body within five business days following the meeting, and shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request.

7. If videoconferencing is used to conduct a meeting from locations not open to the public pursuant to Public Officers Law § 103-a, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via videoconferencing in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in-person participation or testimony.

8. If a vote takes place during the meeting, the remote attendee will be entitled to participate in the vote as usual.

9. Meetings that use videoconferencing shall utilize technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act (ADA), as amended, and corresponding guidelines.

C. Exemptions

1. The provisions of this Policy and Public Officers Law §103-a do not limit the existing authority set forth in the Public Officers Law §104(4) which allows all public bodies to remotely connect multiple public locations from which members and the public may attend. The Town's public bodies may continue to hold proper open meetings by videoconferencing from multiple physical locations which are identified in the meeting notice, open to the public and connected remotely together by videoconferencing.

2. The in person participation requirements set forth in this Policy and Public Officers Law § 103-a(2)(c) shall not apply during a state disaster emergency declared by the Governor pursuant to Executive law § 28, or a local state of emergency proclaimed by the Supervisor pursuant to Executive Law § 24, if the Governor or the Supervisor determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in person meeting.

D. Remote Meeting Etiquette for Board Members

1. Board members that attend a public meeting via videoconferencing technology are expected to comply with the following rules:

a. Be on time.

b. Keep your camera on at all times.

c. Ensure your technology works correctly.

d. Wear appropriate clothing.

e. Frame the camera correctly.

f. Have the right light.

g. Pay attention.

h. Mute yourself when not speaking.

i. Minimize distractions in the room.

j. Maintain appropriate backgrounds.

k. Silence all background noises.

l. Ensure your displayed participant name is correct.

m. Be mindful to look into the camera as much as possible.

E. Public Participation via Videoconferencing Technology

1. Questions will be answered in the order they are received. Participants attending a meeting via videoconferencing technology shall be called upon to speak following in-person speakers.

2. Participants must use the "Raise Hand" function to verbally ask a question. To raise one's hand, click the "Participants" button in the bottom toolbar, then click the "Raise Hand" button at the bottom of the "Participants" dialogue box. Participants who have joined the meeting solely via phone can dial *9 to raise their hand.

3. Remote meeting participants must wait until authorized to speak by the Supervisor or Chair. Only remote speakers with a digital hand raised shall be called upon to speak.

4. Participants shall not type any questions or comments in the chat box. Please note, chats sent privately through a private chat box will show up on the administrator's downloaded transcript.

5. Participants must mute themselves when not speaking to cut down on background noise.