

Pools of Perfection 523 Main Street Armonk, NY 10504

(914) 273-SWIM (7946) tel (914) 273-2261 fax

www.PoolsOfPerfection.com CCarthy@PoolsOfPerfection.com

Mr. Adam Kaufman Chairman Residential Project Review Committee Town Of North Castle 17 Bedford Road Armonk, NY 10504

Dear Adam,

The attached application is for construction of a swimming pool at 10 Henkers Farm Road. The previous home owner presented an application to the RPRC some years ago. As the RPRC instructions request that the various files be combined into one file, I am presenting a table of contents of what is attached in this file.

#### **Table of Contents**

- 1. Table of Contents (this letter was duplicated in the body of email as well)
- 2. RPRC application
- 3. Conservation Easement Text
- 4. Conservation Easement Map
- 5. Current Wetland Report Prepared by S. Coleman
- 6. Formerly Approved Site Plan
- 7. Former Applicant Determination Letter
- 8. 2022 Design Image Created by Pools Of Perfection
- 9. Current Plans From Robert Schweitzer RLA Plans 0 to 9.

#### Sincerely,

## Christopher Carthy

Christopher Carthy Principal APSP Certified Building Professional APSP Certified Service Professional September 2, 2022



Section I- PROJECT

#### TOWN OF NORTH CASTLE

#### WESTCHESTER COUNTY 17 Bedford Road Armonk, New York 10504-1898

RESIDENTIAL PROJECT REVIEW COMMITTEE Adam R. Kaufman AICP, Chair

Section III- DESCRIPTION OF WORK:

Telephone: (914) 273-3000 x 43 Fax: (914) 273-3554

www.nortcastleny.com

5.

#### RESIDENTIAL PROJECT REVIEW COMMITTEE (RPRC) APPLICATION

ADDRESS: 10 Henkers Farm Lane Bedford, NY 10506

Construction of swinning pool and spa
construction of swimming pool and spa and attached patios and retaining wall
Section III- CONTACT INFORMATION:
APPLICANT: Chris Carthy - Pools of Perfection
ADDRESS: 523 Main Street, Armonk, NY
PHONE: 914-273-7946 MOBILE: 516-458-4031 EMAIL: ccarthy@poolsofperfection.com
PROPERTY OWNER: Rebecca & Mathew Levy
ADDRESS: 10 Henker Farm Lane, Bedford, NY
PHONE: MOBILE: 973-462-2520 EMAIL: rebecca.g.liven@gmail.com
PROFESSIONAL:: Robert Schweitzer, RLA
ADDRESS: 18 Bayberry Lane, Redding, CT 06896
PHONE: 914-241-9567 MOBILE: 914-582-7976
EMAIL: rdsrla@optonline.net
Section IV- PROPERTY INFORMATION:
Zone: R-2A Tax ID (lot designation) 95.01 / 02 / 63



# Town of North Castle Residential Project Review Committee

17 Bedford Road Armonk, New York 10504 (914) 273-3542 (914) 273-3554 (fax)

#### RPRC COMPLETENESS REVIEW FORM

This form represents the standard requirements for a completeness review for all Residential Project Review Committee submissions. Failure to provide all of the information requested will result in a determination that the application is incomplete.

Project Name on Plan:  Landscape Plans - Levy Residence										
☑Initial Submittal ☐Revised Preliminary										
Street Location: 10 Heniker Farm Lane										
Zoning District: R-2A Property Acreage: 2.6946 Tax Map Parcel ID: 95.01 / 02 / 63										
Date: 6/7/2022										
DEPARTMENTAL USE ONLY										
Date Filed: Staff Name:										
Preliminary Plan Completeness Review Checklist Items marked with a are complete, items left blank are incomplete and must be completed, "NA" means not applicable.										
1. Plan prepared by a registered architect or professional engineer										
2. Aerial photo (Google Earth) showing the applicant's entire property and adjacent properties and streets										
B. Map showing the applicant's entire property and adjacent properties and streets										
1. A locator map at a convenient scale										
The proposed location, use and design of all buildings and structures										
Existing topography and proposed grade elevations										
Location of all existing and proposed site improvements, including drains, culverts, retaining walls and fences										

#### RPRC COMPLETENESS REVIEW FORM

Description of method of water supply and sewage disposal and location of such facilities
10. The name and address of the applicant, property owner(s) if other than the applicant and of the planner, engineer, architect, surveyor and/or other professionals engaged to work
1. Submission of a Zoning Conformance Table depicting the plan's compliance with the minimum requirements of the Zoning District
2. If a tree removal permit is being sought, submission of a plan depicting the location and graphical removal status of all Town-regulated trees within the proposed area of disturbance. In addition, the tree plan shall be accompanied by a tree inventory includes a unique ID number, the species, size, health condition and removal status of each tree.
3. If a wetlands permit is being sought, identification of the wetland and the 100-foot wetland buffer.
More information about the items required herein can be obtained from the North Castle Planning Department. A copy of the Town Code can be obtained from Town Clerk or on the North Castle homepage: <a href="http://www.northcastleny.com/townhall.html">http://www.northcastleny.com/townhall.html</a>

have been submitted and constitute a COMPLETE APPLICATION.

On this date, all items necessary for a technical review of the proposed site plan



#### TOWN OF NORTH CASTLE

#### WESTCHESTER COUNTY 17 Bedford Road Armonk, New York 10504-1898

#### PLANNING DEPARTMENT Adam R. Kaufman, AICP Director of Planning

Telephone: (914) 273-3542 Fax: (914) 273-3554 www.northcastleny.com

AC

#### GROSS LAND COVERAGE CALCULATIONS WORKSHEET

	GROSS LAND CO	VERMOL	CALCULATIONS	WORKSHEET
Applica	tion Name or Identifying Title:	Rebecca	& Mathew Levy	Date: 6/7/22
Tax Ma	p Designation or Proposed Lot No.:	95.01 / 02	/ 63	
Gross L	ot Coverage			
1.	Total lot Area (Net Lot Area for Lot	s Created After	12/13/06):	117,378.45 SF / 2.70
2.	<b>Maximum</b> permitted gross land cov 43,560 x 2 = 87,120 SF . 117,378.45 SF - 87,120 SF = 30,3	verage (per Secti 258.45 SF075 x 30,258.	on 355-26.C(1)(b)): <b>13,27</b>	70 + 2,269 <u>.38 = 15,539</u> .38
3.	BONUS maximum gross land cover	(per Section 35	5-26.C(1)(b)):	
	Distance principal home is beyond to x 10 =	minimum front y	vard setback	Could not determine front P/L ???
4.	TOTAL Maximum Permitted gro	ss land coverag	ge = Sum of lines 2 and 3	15,539.38
5.	Amount of lot area covered by <b>prin</b> 3,276.45 existing + 000.00	cipal building: proposed = 3,2	276.45	3,276.45
6.	Amount of lot area covered by acceOOO.OO_ existing +OOO.OO			000.00
7.	Amount of lot area covered by <b>deck</b> 369.19 existing + 000.00		9.19	369.19
8.	Amount of lot area covered by <b>porc</b>		0.00	000.00
9.	Amount of lot area covered by <b>driv</b> 8,815.69 existing + 000.00	eway, parking a proposed = 8,8	areas and walkways: + pa 15.69	8,815.69
10.	Amount of lot area covered by terra OOO.OO existing + OOO.OO		0.00	000.00
11.	Amount of lot area covered by tenn existing +			verage Plan2,584.32
12.	Amount of lot area covered by <b>all o</b> 259.93 existing + 000.00			259.93
13. Proj	posed gross land coverage: To	tal of Lines 5 –	12 =	15,305.58
the proj		oject Review C		num gross land coverage regulations and e 13 is greater than Line 4 your proposal
	re and Seal of Professional Preparing			7/22
2.5	our or reconstruct repairing		Dun	*







#### \*\*\* DO NOT REMOVE \*\*\*

	ER COUNTY RECORDING AND ENDO PAGE FORMS PART OF THE INST	
THE FOLLOWING INSTRUMENT WA	AS ENDORSED FOR THE RECORD A	S FOLLOWS:
TYPE OF INSTRUMENT DLR-DECT	LARATION FEE DES FOR DEFINITIONS)	PAGE 14 TOTAL PAGES 14
		LIBER: 11005 PAGE: 287  THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE:
TOTAL PAID 58.00	SUBTOTAL \$SPECIAL \$STOTAL PAID \$	TOWN OF NORTH CASTLE
\$ 0.00 CONSIDERATION	SERIAL NOOVER	
RECEIVED: TAX AMOUNT \$ 0.00 TRANSFER TAX# 0005186	DUAL TOWN DUAL COUNTY/STATE HELD NOT HELD	·
TITLE COMPANY NUMBER:		
EXAMINED BY SSG4		•
TERMINAL CTRL# 94305V015		
DATE RETURNED		030007 <b>0000 11/01/948PA/ME 50.00</b> 10:56

I HEREBY CERTIFY THAT THE ABOVE INFORMATION FEES AND TAXES ARE CORRECT WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO WESTCHESTER COUNTY CLERK

#### DECLARATION OF MAINTENANCE AGREEMENT

THIS DECLARATION made the the day of October, 1994 by BURTON GARRET ASSOCIATES, INC., having an office at 280 North Bedford Road, Mount Kisco, New York 10549 (hereinafter the "Declarant").

#### WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real property situate, lying and being in the Town of North Castle, County of Westchester, State of New York, known and designated as Section 1, Block 1, Lot 6 of the Tax Assessment Map of the Town of North Castle; and

WHEREAS, the Declarant has obtained approval from the Town of North Castle Planning Board for the subdivision of said real property into ten single-family building lots which lots are designated Lots 1 through 10 on a certain subdivision map entitled "Subdivision Plat prepared for Henker's Farm Situate in the Town of North Castle, Westchester County, New York" dated June 22, 1994, prepared by Chas H. Sells, Inc. (hereinafter the "Subdivision"), said map having been filed in the Office of the Westchester County Clerk as Map No. \_\_\_\_\_\_; and

WHEREAS, the Declarant, as a condition of final subdivision approval is required to declare the following covenants, restrictions and reservations to govern the maintenance of a detention basin (the "Detention Basin") that has been or will be constructed on Lots 4 and 5 of the Subdivision, as shown on that certain map entitled "Landscaping Plan," dated June 20, 1994, and filed in the office of the Town Clerk, Town of North Castle; and

WHEREAS, Lots 4 and 5 or portions thereof are subject to the covenants, restrictions and reservations set forth herein pertaining to the detention basin; and

WHEREAS, the Declarant, as a condition of final subdivision approval is required to subject any deed of conveyance of any Lot 4 and 5 to this Declaration, by reference thereto, in any such deed of conveyance; and

WHEREAS, such covenants, restrictions and reservations are intended to run with the land so conveyed and inure to the benefit of the owners of said Lots and their respective successors, heirs, executors, administrators, personal representatives, and assigns.

NOW THEREFORE, the duties created by this Declaration shall run with the land in perpetuity and be binding upon the Declarant, its successors and assigns, and each successive owner of any of the Lots as designated herein.

1. <u>Maintenance of Detention Basin</u>. The Declarant hereby declares that Lots 4 and 5 (the "Premises") of the Subdivision shall be conveyed subject to the restrictions contained in this Paragraph 1:

The maintenance and replanting of the Detention Basin located on the Premises, and the removal of silt from the Detention Basin, shall be the responsibility of the owners of the Premises.

The costs incurred in connection with the maintenance and replanting of the Detention Basin, and

the removal of silt therefrom, shall be borne equally by the owners of the Premises. In the event the owner of a portion of the Premises shall have failed to pay, in full, any obligation imposed in this Declaration within fifteen (15) days after having received written notice that said sum is due and payable (the "Delinquent Owner"), provided said sum has been paid by the other owner of the Premises, such unpaid amount, together with interest at the highest rate permitted by law shall be a lien upon the Delinquent Owner's lot which shall run with the land, and shall be enforceable by the other owner of the Premises, together with any expenses, including reasonable attorneys' fees, incurred by such owners in collecting any delinquent amount pursuant to this Declaration. Such costs of collection shall be added to the unpaid amount and shall constitute an additional lien against the lot of the Delinquent Owner.

- 2. <u>Duration</u>. The duties created herein shall run with the land in perpetuity and shall bind all owners of said Lots, their respective successors, heirs, executors, administrators, personal representatives and assigns. This Declaration may not be amended without the written consent of the Town of North Castle.
- 3. <u>Enforcement</u>. The Declarant, or the owners of said Lots, or any duly constituted homeowners association of Lot owners hereafter established, or the Town of North Castle shall have the right to enforce the covenants, restrictions, and reservations contained within this Declaration by any proceeding at law or in

equity, against any person or persons violating or attempting to violate the covenants, restrictions and reservations contained in this Declaration, to restrain such violation, to require specific performance and/or to recover damages, and failure by the Declarant or the owners of said Lots, any duly constituted homeowners association of Lot owners hereafter established or the Town of North Castle to enforce any right herein contained shall not be deemed a waiver of the right to do so thereafter.

- Severability. Invalidation of any one of the provisions of this Declaration by judgement or court order shall not affect the validity of any other provision which shall remain in full force and effect.
- Singular and Plural Forms. Whenever the sense of this Declaration may make it necessary or appropriate any singular word or term used herein shall include the plural and any masculine word or term shall include the feminine and neuter genders and vice versa.

IN WITNESS WHEREOF, the Declarant has executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Westchester, Division of Land Records, on the day and date first above mentioned.

BURTON GARRET ASSOCIATES, INC.

Garret Avaras, Vice President

STATE OF NEW YORK

s.s.:

COUNTY OF WESTCHESTER )

on this had day of October, 1994 before me personally came Garret Avaras, to me known and known to me to be and he acknowledged to me that he is Vice President of Burton Garret Associates, Inc., the entity described in and which executed the foregoing instrument; and that he executed the foregoing instrument; and that he executed the same by and on behalf of said entity partnership and that he was duly authorized and empowered to do so.

Notary Public

NANICY LEE HEFFERILAN
Notary Public, State of New York
Nio. OTHE4998728
Oualified in Westchesser County
Commission Expires July 6, 1944

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## DECLARATION OF RESTRICTIONS AND GRANT OF CONSERVATION EASEMENT

F 14; J-24

THIS INDENTURE made this 7th day of October, 1994, by and between BURTON GARRET ASSOCIATES, INC., having an office at 280 North Bedford Road, Mount Kisco, New York 10549 (the "Grantor") and THE TOWN OF NORTH CASTLE, a municipal corporation of the State of New York, having its office at 15 Bedford Road, Armonk, Westchester County, New York (the "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of land situated in the Town of North Castle consisting of approximately 23.7 acres located at Bedford-Banksville Road (the "Property"); and

WHEREAS, the Property is designated as Section 1, Block

2, Lot 6 of the Tax Assessment Map of the Town of North Castle

(the "Town"); and

WHEREAS, the Property is shown on a certain subdivision map entitled "Subdivision Plat Prepared for Henker's Farm Situate in Town of North Castle, Westchester County, New York" dated June 22, 1994, prepared by Chas. H. Sells, Inc. (the "Subdivision Map"), and filed in the Westchester County Clerk's Offices as Map No. 25270: and

WHEREAS, the Property includes two conservation easement areas that total approximately 4 acres (hereinafter collectively the "Conservation Easement Area"), which are designed to protect the on-site wetlands and provide a buffer of approximately 100 feet for the Mianus River (the "Conservation Purposes"); and

78. 6 5800

WHEREAS, the Conservation Easement Area is shown on Subdivision Map wherein it is referred to as "Conservation

Easement"; and WHEREAS, Grantor submitted an application to the Town Planning Board for preliminary subdivision approval, for the subdivision of the Property into 10 lots ranging in size from 2.0 acres to 3.2 acres, which will be served by a Town road and culde-sac; and

WHEREAS, by Resolution dated May 9, 1994 (the "Resolution"), the Town Planning Board granted the preliminary subdivision approval, subject to various conditions, among which is Grantor's grant to Grantee of a conservation easement, as defined in Environmental Conservation Law § 49-0303 (hereinafter "Conservation Easement") for the Conservation Purposes; and

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, and in further consideration of the sum of Ten Dollars in hand paid by Grantee to Grantor, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby mutually agree, grant, convey, and declare as follows:

## GRANT OF CONSERVATION EASEMENT

Grantor hereby unconditionally and absolutely conveys unto Grantee, it successors and assigns, in perpetuity, a conservation easement consisting of the restrictions set forth below upon use of the Conservation Easement Area exclusively for the Conservation Purposes. Grantee hereby accepts and ratifies the aforesaid conveyance.

## 2. DECLARATION OF RESTRICTIONS

In order to accomplish, safeguard and promote the Conservation Purposes, Grantor hereby declares and covenants that the following restrictions be, and hereby are, imposed upon, and shall apply forever to, the use and enjoyment of the Conservation Area as shown on the Subdivision Map:

- A. No removal of trees, remodeling of the terrain, or creation of a dam with the intent to create a pond shall be permitted.
- B. No building, structure, housing improvement, or facility (hereinafter called an "Improvement") shall be constructed.
- C. No signs, billboards, or outdoor advertising structures shall be placed, erected or maintained.
- D. No quarrying, excavation, or removal of rocks, minerals gravel, sand, topsoil, or other similar materials within or from the Conservation Easement Area shall be permitted, except in connection with an activity or construction permitted therein as reflected on the Subdivision Map or the Resolution, including without limitation the construction and maintenance of single family houses and/or drainage systems, Improvements, and utility services.
- E. No depositing, dumping, or abandoning of any solid waste, liquid wastes, or chemical substances shall be permitted.

- F. This Declaration of Restrictions is subject to and limited by the following:
- (i) covenants, agreements, restrictions and easements of record; and
- (ii) rights of others, if any, now or hereafter existing, in and to the stream flowing through the Property; and
- (iii) notes, plans, state of facts and

  Improvements shown on the Subdivision Map and/or referred to in
  the Resolution, including proposed Improvements to be located
  within the Property; and
- (iv) any Improvement hereafter approved by Grantee or any agency, department, or board thereof.

#### 3. PERMITTED USES

Notwithstanding the foregoing, Grantor shall have the following rights with respect to the Conservation Easement Area, subject to the limitations contained herein and to all applicable provisions and requirements of the Town's zoning or other law or regulation:

- a. To use the Conservation Easement Area for any purposes formerly, now, or hereafter granted and/or approved by the Town Board of the Town.
- b. To use the Conservation Easement Area for recreational use, including, without limitation, hunting, fishing, keeping of animals, hiking, bicycle riding, horseback riding, skiing and bird watching or any other similar lawful

pursuits which are not inconsistent with and would not impair the Conservation Purposes.

- c. To perform any work necessary to construct, install and maintain the drainage improvements, systems and utilities servicing the Property or lots shown on the Subdivision Map, and to maintain stone walls; provided, however, Grantor shall have no obligation to perform any such work.
- d. To remove trees, shrubs or other natural conditions which are fallen, dead, diseased, or dangerous or which require removal in accordance with good woodlands maintenance practice, and to plant new trees, shrubs or other vegetation.
- e. To repair, reconstruct, remodel, or maintain any permitted Improvements.
- f. To enclose the Property and/or Conservation

  Easement Area with trees, shrubs, hedge rows, stone walls, or

  fences and to maintain, repair or replace any such installations.

#### 4. NO GRANT OF ACCESS

Subject to the rights of governmental authorities to enter upon the Property and/or Conservation Easement Area only in accordance with applicable law, nothing herein shall be construed as a grant to Grantee or the general public of any right to enter upon the Property and/or Conservation Easement Area. Grantor reserves unto itself and its successors in title to the Property, all rights, privileges, powers, and immunities, including the right of exclusive possession and enjoyment of the

Conservation Easement Area and Property, all subject, however, to the terms of this Agreement.

#### 5. ENFORCEMENT RIGHTS OF GRANTEE

In the event that a breach of this Easement by Grantor comes to the attention of Grantee, Grantee must notify Grantor, in writing, of such breach. Grantor shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably calculated to correct the conditions constituting such a breach. If Grantor fails to take such corrective action, Grantee shall, at its discretion, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to cure the breach. Notwithstanding anything in this paragraph to the contrary, if Grantee believes that actions are being taken by Grantor which threaten immediate, substantial, and irreparable impairment of the Conservation Purposes, Grantee shall have the right to take all legal actions that are necessary and permitted by law to abate or remedy such actions or conditions. The cost of such legal actions, including Grantee's expense, court costs and legal fees, shall be paid by Grantor, if a court of competent jurisdiction finally determines both (a) that Grantor breached this Agreement and (b) that such breach by Grantor necessitated the remedial and legal actions actually taken by Grantee.

## 6. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE AND GRANTOR

portion of the Conservation Easement Area or to perform any work therein. Grantee covenants that to the extent legally permissible, each and every present and future valuation of the Property for purposes of real estate taxation shall fully take into account, reflect, and be limited by, the limitations on future use and development of the Conservation Easement Area and Property in this agreement, all in accordance with Section 247 of the General Municipal Law of the State of New York, and any successor statute or amendment thereof.

#### 7. STATEMENT OF COMPLIANCE

Within ten (10) days of written notice from Grantor, Grantee shall acknowledge, execute, and deliver, at Grantee's sole cost and expense, to Grantor or to any actual or proposed mortgagee, transferee, contract vendee, purchaser, or lessee a written instrument concerning compliance with the terms and conditions of this Agreement.

#### 8. LIMITATION OF GRANTOR LIABILITY

Grantor or any subsequent owner of the Property shall have no liability for the observance or performance of the covenants and obligations hereunder after such party has transferred its interest in the Property.

#### 9. CHANGE IN ECONOMIC CONDITIONS

Before executing this Agreement, Grantor has considered that any use of the Conservation Easement Area expressly prohibited herein and/or other use determined to be inconsistent herewith, may become more economically valuable than the uses presently permitted thereon; and that in the future neighboring properties may be used entirely for uses prohibited by this agreement. Grantor believes that any changes in use of neighboring properties will increase the benefit to the public of the continuation of this agreement. Both Grantor and Grantee intend that any such changes should not be deemed circumstances justifying the termination or extinguishment of the conservation easement herein.

#### 10. EXTINGUISHMENT

Grantee, and any successors in interest, reserve the right to exhaust all legal remedies in order to preserve and protect the Conservation Purposes of this Easement. Grantor shall cooperate with Grantee in Grantee's performance of this Paragraph 10.

#### 11. EMINENT DOMAIN

A. In the event that all or part of the Conservation Easement Area is taken in the exercise of the power of eminent domain by public, corporate, or other authority, so as to abrogate the Conservation Purposes imposed by this Easement, Grantor and Grantee shall join in appropriate action at the time

of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by Grantor and Grantee in such actions shall be shared in proportion to the fair market value of their respective interest in the Conservation Easement Area as of the date of such taking or extinguishment of any recovered proceeds.

B. Any net proceeds recovered in any action in eminent domain, or from the first sale, exchange or involuntary conversion of the Conservation Easement Area occurring after the restrictions contained in this Agreement have been extinguished by judicial proceeding because of a change in conditions surrounding the Property, shall be distributed between Grantor and Grantee in shares proportionate to the fair market value of their respective interest, if any, in the Conservation Easement Area as of the date of such taking or extinguishment. Grantee shall use its share of the proceeds exclusively for the acquisition of other land for the Conservation Purposes set forth herein. No provision hereof shall be deemed to create any rights in the Grantee to the proceeds of any sale or transfer of the Property, except in the event of a taking by virtue of eminent domain.

#### 12. INTENT OF CONTRIBUTION

It is intended that this Easement shall constitute a "Qualified Conservation Contribution" within the meaning of Section 170(h)(1) of the Internal Revenue Code, and the provisions hereof shall be construed and applied accordingly.

#### 13. EASEMENT IN PERPETUITY

The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto and shall be covenants running with the land in perpetuity.

#### 14. NON WAIVER

No failure or delay on the part of either party in enforcing strict compliance with the Agreement or in exercising any right or remedy provided in this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this Agreement.

#### 15. NOTICES

All notices, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by U.S. registered mail, return receipt requested, addressed to the appropriate party or successor in interest at the address most recently provided and/or known.

#### 16. SEVERABILITY

In the event that any provision or restriction of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions and restrictions of this Easement, and the application

of such provision or restriction to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

#### 17. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties regarding the subject matter hereof and may not be modified or amended except in writing signed by both parties.

GRANTOR:

BURTON GARRET ASSOCIATES, INC.

Garret Avaras, Vice President

**GRANTEE:** 

TOWN OF NORTH CASTLE

Supervisor

Record and return to Stephens, Baroni, Reilly & Lewis 175 Main Street, Suite 800 White Plains, New York 10601 STATE OF NEW YORK COUNTY OF WESTCHESTER )

On this 7th day of October, 1994 before me personally came Garret Avaras, to me known and known to me to be and he acknowledged to me that he is Vice President of Burton Garret Associates, Inc., the entity described in and which executed the foregoing instrument; and that he executed the foregoing instrument; and that he executed the same by and on behalf of said entity and that he was duly authorized and empowered to do

STATE OF NEW YORK )s.s.: COUNTY OF WESTCHESTER <u>م ځی د</u>

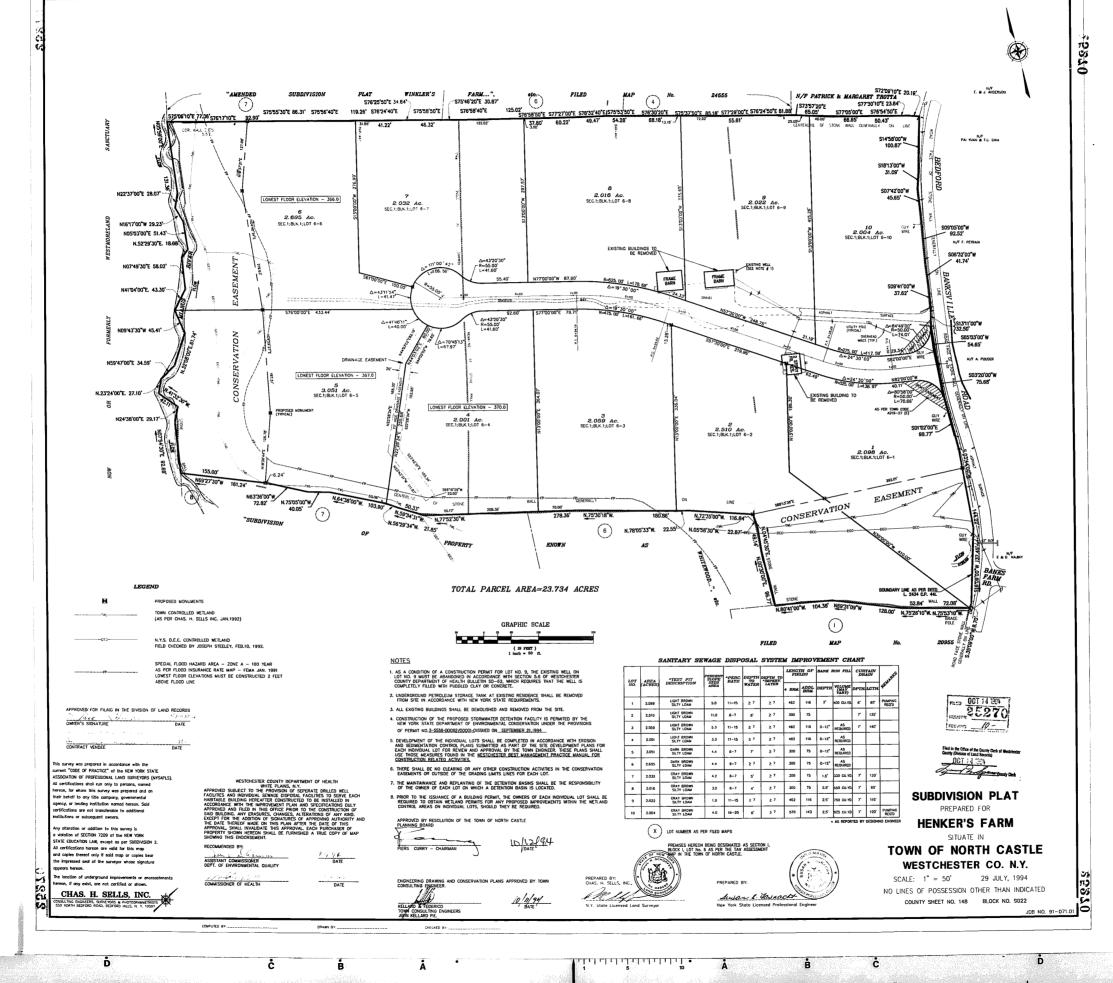
On this 7th day of October 1994, before me personally appeared John A. Lombardi, to me known, who, being by me first duly sworn, did depose and say that he resides in North Castle, New York; that he is the Supervisor of the TOWN OF NORTH CASTLE, the municipal corporation described in and which executed the foregoing instrument; that he knows the Corporate Seal of said municipal corporation; that the Seal affixed to said instrument is such Corporate Seal; that he signed his name and affixed the Corporate Seal by order and authority of the Town Board of said municipal corporation.

ROLAND A. BARONI, IR.

Notary Public, State of New York
No. 4872484

Qualified in Westchester County
Commission Expires September 8, 1976

Notary Public



REDUCTION

29.7 — 30 —

15 14.8



Environmental Planning & Site Analysis
Wetland Mitigation & Restoration Plans
Wetland Delineation & Assessment
Natural Resource Management
Pond & Lake Management
Wildlife & Plant Surveys
Breeding Bird Surveys
Landscape Design

November 15, 2021

Mr. Chris Carthy Pools of Perfection 523 Main Street Armonk, NY 10504

Sent via email: ccarthy@poolsofperfection.com

Re: Deutsch Residence, 10 Henker Farm Lane, Armonk, NY – Wetland Delineation Report

Dear Chris:

As per your request, an assessment of the existing wetlands and watercourses present at 10 Henker Farm Lane was completed on October 18,2021. The respective wetland/watercourse features were flagged in accordance with Chapter 340 "Wetlands and Watercourse Protection" of the Code of the Town of North Castle, New York. Vegetation, soils, and hydrological parameters were used to determine the outer wetland boundary limits. The wetland/upland boundary was field determined and pink surveyors flagging were placed along the respective boundary. Wetland flagging numbered A-01-A-14 were hung along the respective wetland boundary.

The wetland and watercourse resources that are present within the subject parcel are locally regulated wetlands and part of a NYSDEC Wetland # K-9, a Class 1 wetlands. Some of the wetland resources identified may also qualify as federally regulated by USACOE.

#### **Wetland Methodology**

Vegetation was sampled along the respective wetland/watercourse area. Dominant vegetation was noted at each point, and hydrophytic (wetland) vegetation was considered to be present when 50 % or more of the vegetation throughout the strata of each plant community was classified as either facultative, facultative wet, or obligate. Hydrophytic vegetation was also positively identified based on the presence of secondary characteristics including morphological adaptations for occurrence in wetlands.

Soils were then sampled where facultative or facultative wet vegetation was dominant. Soils samples were taken with a dutch auger to a depth of 16 inches of the soil profile where possible. Hydric soil indicators noted include presence of a seasonal high water table, inundation, presence of hydrogen sulfide odor, soil chroma of 1 (without mottles) or 2 (with mottles) as per the Munsell Soil Color Chart, gleying, iron and manganese concretions, and oxidized rhizospheres. Hydric soils were determined to be present when any one of these indicators was observed.

Each area along the wetland/upland interface was also examined to determine if wetland hydrology was present at some time during the growing season. Indicators of wetland hydrology noted within the wetland areas included soil saturation within the test hole or at the soil surface, inundation, positive drainage patterns, and watermarks on the tree trunks or water-stained leaves on the ground.

When an observation point along the wetland/upland interface contained all three wetland parameters: dominant hydrophytic vegetation, hydric soils, and evidence of hydrology, the point was determined to be wetland. The area surrounding the observation point was then investigated to determine the upland boundary via the same methodology. The delineation was then confirmed by placing sequentially numbered flags at the edge of the wetland and upland boundary.

Watercourses often do not exhibit all three wetland parameters. Often wetland vegetation, and hydric soils may not be readily apparent. For very small watercourse channels, the centerline of the channel is usually flagged, instead of both sides of the channel width.

#### **Results of Wetland Investigation**

The wetland and watercourse resources that are present on the subject property are part of riparian wetlands located along the Mianus River and likely part of NYSDEC wetland # K-9. The wetlands continue both upstream and downstream along the rear yards of existing properties.

#### **Existing Conditions:**

There is an existing residence located at the subject parcel. A large section of the wetland buffer has been previously converted to lawn grasses.

#### Vegetation:

Dominant wetland vegetation is present along the wetland edge and would meet the criteria to be classified as hydrophytic vegetation. The vegetative community is dominated by wetland and some upland plants within each strata layer. Typical species include red maple, American elm and cottonwood and ornamental trees that were previously planted. The sapling/shrub layer is dominated by winterberry and silky dogwood and spice bush and saplings of dominant trees. The ground layer is dominated by wetland plants including skunk cabbage, tussock sedge, jewelweed, sensitive, cinnamon and marsh ferns, along with extensive stands of goldenrod. A moderate amount of invasive plant species (approximately 25%) were observed within the property, including multiflora rose, wild grape, porcelain berry, garlic mustard, oriental bittersweet, wineberry and Japanese stilt grass.

#### Hydric Soils:

A large section of the buffer has been previously converted to lawn and the soils are considered udorthent due to the conversion to lawn and the addition of a layer of mixed topsoil added at some point in the past. Soil samples taken within the wetland proper revealed fluvaquent soils with a gravelly texture with silt loam characteristics. The lower horizon exhibited more olive brown to dark clay loam soils.

#### Hydrology:

Primary hydrological characteristics are readily apparent due to the adjacent watercourse channel, pockets of ponded water, saturated soils at or near the surface, buttressed tree roots and water stains.

#### Proposed Development:

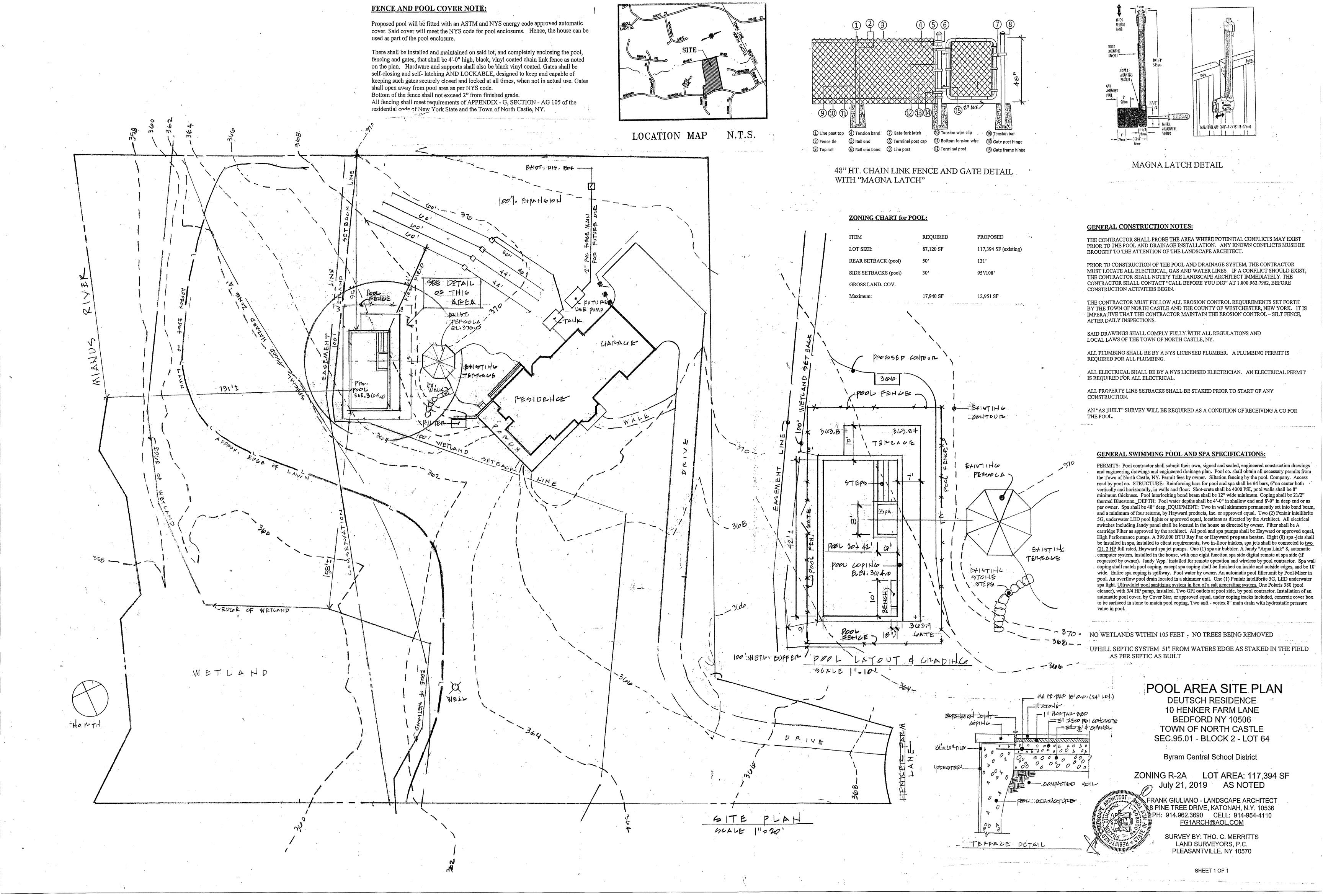
The location of the proposed pool appears to be located outside of the 100 ft. adjacent area/wetland buffer. Mitigation measures could include elimination of some of the existing lawn area to the special

flood zone area "A" as shown on the proposed site plan. The lawn area could be re-planted with a combination of native shrubs and ground covers to improve filtration of excess nutrients and improve the habitat quality of the remaining buffer areas.

#### Summary

Due to the proximity of the NYSDEC wetland # K-9, it may be advisable to have NYSDEC personnel verify the wetland boundary. This completes the wetlands delineation of the property. Please let me know if you have any questions or require any additional information.

Sincerely, Stephen W. Coleman Stephen W. Coleman Principal





#### TOWN OF NORTH CASTLE

#### WESTCHESTER COUNTY 17 Bedford Road Armonk, New York 10504-1898

RESIDENTIAL PROJECT REVIEW COMMITTEE Adam R. Kaufman AICP. Chair Telephone: (914) 273-8625 Fax: (914) 273-3554 www.northcastleny.com

#### RPRC DETERMINATION LETTER

Project Name:	DEUTSCH - Pool					
Street Location:	10 HENKER FARM LN					
	Zoning District: R-2A Property Acreage: 2.69 Tax ID: 95.01-2-64					
RPRC DECISION:	☐ Requires Planning Board Review	☐ Requires Architectural Review Board				
	■ Requires Conservation Board	☐ Requires Zoning Board of Appeals				
	■ Submit to Building Department	■ Requires Admin Wetlands Permit				
Date:	July 30, 2019					

The above referenced application was reviewed by the Residential Project Review Committee (RPRC) on July 30, 2019.

The Committee determined that Planning Board and Architectural Review Board approval of the proposed project is NOT REQUIRED.

However, the following issues will need to be addressed prior to the issuance of a building permit:

- The Applicant should verify the local and state wetland boundaries on the site. Based upon the Town's GIS, the proposed pool is located within the regulated buffer and possibly in the wetland proper. This is critical information that may impact the viability of the proposed pool location.
- If the pool is located in the wetland, it is recommended that the pool be relocated.
- If the pool is in the buffer, it is recommended that the pool be located to be as far as possible from the wetland and that any existing maintained lawn be converted to appropriate wetland buffer as part of the required mitigation plan.
- The Applicant should submit gross land coverage backup information for review.
- The plan shall include a Bulk Zoning Compliance Table and illustrate and dimension all required minimum yard setbacks.
- The plan shall note that the construction of all walls greater than four (4) feet in height shall be certified by the Design Professional prior to issuance of a Certificate of Occupancy/Completion.
- Provide construction details for all proposed improvements, including, but not limited to, drainage, walkways, patio, erosion controls, etc.
- The applicant shall perform deep and percolation soil testing in the vicinity of the proposed mitigation system to be witnessed by the Town Engineer. The test locations and results shall be shown on the plan. Contact this office to schedule the testing.

- Provide stormwater mitigation design calculations for the runoff generated by the net increase in impervious surface for the 25-year, 24-hour design storm event or a six (6) inch pool drawdown volume; whichever is greater. Provide details of the stormwater mitigation system.
- Provide rims, inverts, size and material for all drainage facilities. Provide details.
- The plan shall illustrate and quantify the limits of disturbance. The plan shall note that disturbance limits shall be staked in the field prior to construction.
- The plan shall illustrate all trees 8 inches dbh or greater located within and 10 feet beyond the proposed limit of disturbance. Indicate trees to be removed and/or protected.
- If no trees are proposed to be removed by this project, the plan shall clearly state so.
- Include erosion control measures on the plan, including, but not limited to, temporary construction access, silt fence, inlet protection, tree protection, erosion control blankets, construction sequence, etc. Provide details.
- The plan shall show the septic area to be cordoned off during construction.
- The plan proposes disturbances in close proximity the locally-regulated 100-foot wetland buffer and the NYSDEC 100-foot wetland adjacent area. A local Wetland Permit and NYSDEC Freshwater Wetland Permit may be required. The applicant shall illustrate the NYSDEC wetland boundary and regulated 100-foot adjacent area on the plan for verification by the Town Wetland Consultant and validation by the NYSDEC. Notify the Town Engineer once the wetland boundary has been established in the field. If there are disturbances within the wetland buffer, the applicant will be required to prepare a wetland mitigation plan is accordance with Chapter 340, Wetlands and Watercourse Protection of the Town Code. In addition, a NYSDEC validation map will be required as well as a NYSDEC Freshwater Wetland Permit.

At this time you may coordinate directly with the North Castle Building Department. DO NOT START CONSTRUCTION WITHOUT A VALID BUILDING DEPARTMENT PERMIT.

If you would like to further discuss this matter, please do not hesitate to contact the Building Department.

Adam R. Kaufman, AICP Director of Planning



# LANDSCAPE PLANS for owners ... Rebecca & Mathew Levy

site location

10 Henkers Farm Lane Bedford, NY 10506 tax 1d # 95.01-2-63 Owners Address 10 Henkers Farm Lane Bedford, NY 10506

PLANS PREPARED BY APPLICANT

Robert Schweitzer - Landscape Architect Robert D. Schweitzer Jr. (RLA) 18 Bayberry Lane Redding, CT 06896 (914)241-9597June 6, 2022

PAGE	DRAWING
L-1	SITE PLAN
L-2	MATERIALS PLAN
L-3	COVERAGE PLAN
L-4	SEDIMENT & EROSION CONTROL PLAN
L-5	PLANTING & LIGHTING PLAN
L-6	DETAILS PLANS
L-7	DETAILS PLANS
L-8	DETAILS PLANS
L-9	SITE SURVEY

#### NOTES TO TOWN OFFICIALS

#### SITE SURVEY

- 1. The survey was revised on January 31, 2022 by T.C. Merritts Land Surveyors, 394 Bedford Road, Pleasantville, NY. The updates were requested by the landscape architect and included mostly contour data and vegetation. It should be noted that the Woods / Brush Line is not shown on the T.C. Merritts survey. Using a tape measure, the landscape architect added the
- The existing Septic System (SSDS) & 100% Expansion Area is shown on a previous Site Plan prepared by Frank Giuliano, RLA, on 07/21/2019. The Landscape Architect scanned the SSDS image and transferred it to his plans. This plan has been included in this plan set, see L7 Details.

#### WETLAND

1. The wetland boundary as part of the Mianus River Water Course was located to the west, was delineated by Stephen Coleman, Environmental Consulting, LLC on October 18, 2021. The flagged wetlands were located by TC Merritts, Land Surveyors when they updated the old survey January 31, 2022.

### 2. A copy of the Coleman Wetland report has been included in the application package with these plans.

- 1. The Grading and Disturbance Area is 11,669 SF.
- 2. Impervious Surfaces expansion is 2,584.32 S.F. 3. All debris shall be removed from premises, there shall be no On Site Burial of any construction materials, garbage logs
- All work shall comply with NYS, Westchester County, and the Town of North Castle's Building Codes and Laws.
   Prior to starting work, the existing SSDS shall be located and staked by a Certified Septic Installer. The protective steel plates to cover any part of the SSDS exposed to heavy equipment traffic. Construction fencing used to prevent casual equipment into the SSDS not protected with Steel Road Plates.
- 6. Prior to starting work, the layout of the Steel Plates, Construction and Silt Fencing shall be inspected and approved by the appropriate Managing Town Authorities (Building & Engineering Departments) from the town of North Castle.

## Pool Decking & Pool Winter Draw Down

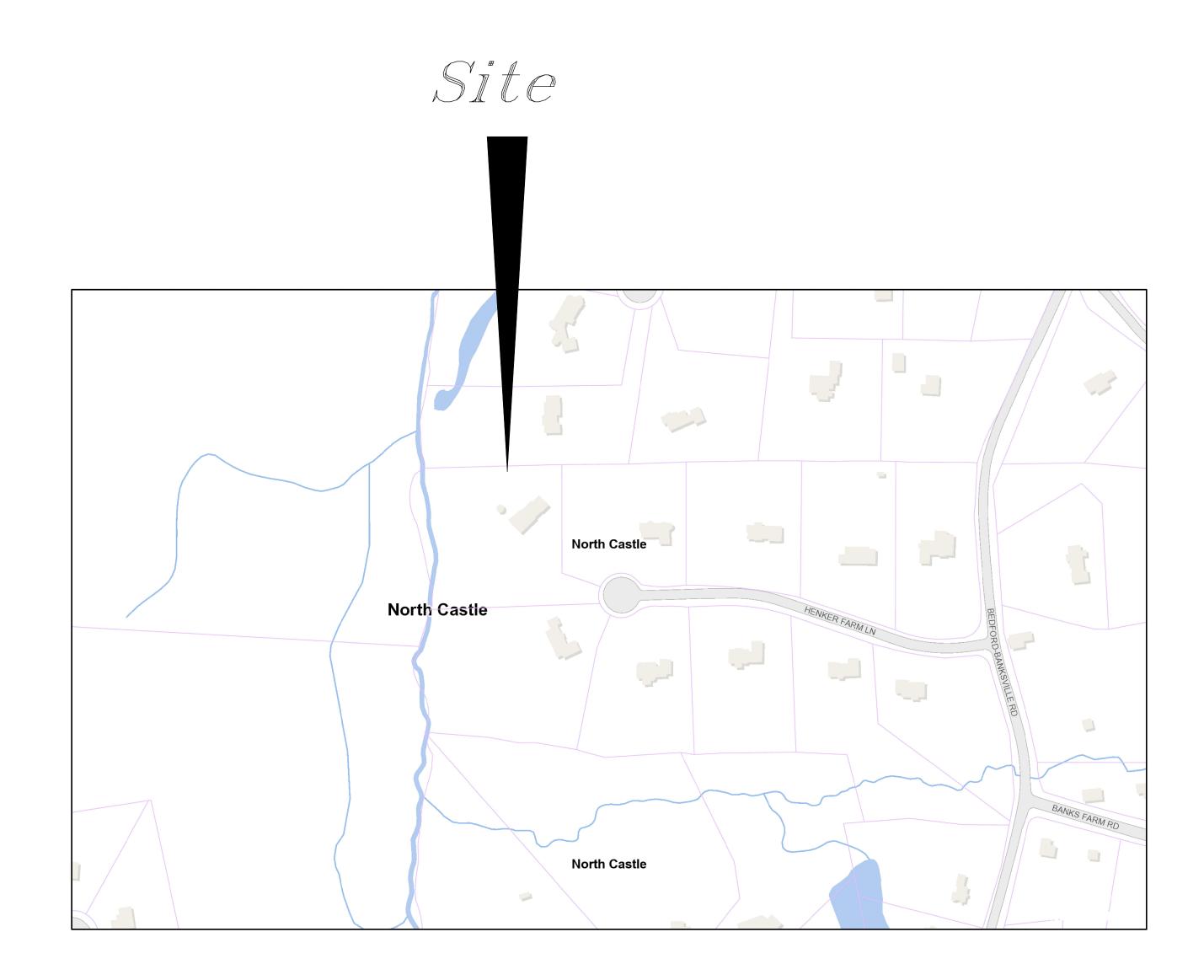
- 1. Slot drains have been proposed at the edge of the pool decking to capture runoff from the pool deck surface. This water will be conveyed to a Detention Basin located in the proposed No Mow area sized to manage the required 25 year design storm.
- 2. The proposed Detention Basin will double for Winter Pool Draw Down. The volume of water for a 12 inch draw down equals 800 CF, which is less than the proposed sized capacity of the Detention Basin (over 1,000 CF).

#### **Detention Basin**

Pool Barrier Fencing

- 1. The initial percolation test was performed at the edge of the woods / brush line using a post hole digger in an area close to where the Detention Basin has been proposed. Three holes were dug 7 inches in diameter, 20 inches deep. They were presoaked over an hour before the percolation test was witnessed by Guy Mezzancello from Kellard Sessions Engineering. The holes were topped off and the drop measured after one hour of time elapsed which averaged out to be 4.25 inches. Soil Structure Horizons were only moderately defined. Prior to residential development, the site had been a working farm for many years. In spite of this, no "Plow Layer" was observed, just a 2-3" topsoil covering. Below this was a loam horizon changing with
- 2. Upon completion of the percolation test, the landscape architect was advised by Kellard Sessions Engineering that a deep excavation had to be performed to a depth 36 inches below the proposed depth of the Rain Garden, to be certain no ledge rock or ground water was encountered. Therefor, the deep hole needed to be 4'- 6" in depth with no percolation test were required. Soil Structure in this deep hole was similar to the shallower post holes, however, with depth the soil structure changed to sand.
- 3. A second site meeting was scheduled with Kellard Sessions Engineering on 5/4/22 to witness the deep hole. The test hole was moved about 20 feet into the lawn (slightly higher in elevation) from where the first percolation tests were performed. The hole was excavated by James Halpin and by Guy Mezzancello from Kellard Sessions Engineering. The hole was dug to a depth of 4' - 6" encountering no ledge or groundwater.
- 4. The proposed Detention Basin will be located in a No Mow area that is presently lawn. Outflow from the basin will drain over a stone weir and disperse into a stone dissipation apron where drainage overflow will travel overland in a wooded buffer about 60
- 5. The Detention Basin has been sized to manage the Impervious Surfaces expansion by P.E. Anthony Pisarri. See L-6 Details Plan for sizing calculations and a Section-Profile of the Detention Basin.
- 1. The pool Barrier Fence has been designed as an ornamental fixture that will enclose the pool at the edge of the pool decking. At the back of the pool where the spa is located, the fence will engage support walls around the spa that have a reveal at the exterior over 4 feet high, thus providing sufficient height to meet NYS Pool Barrier Code.

ZONING REQU	JIREMENTS R-2A	Tax Lot 95.01 / 02 / 63				
	MAXIMUM PERMITTED REQUIREMENTS	EXISTING	PROPOSED			
LOT AREA	2 AC	2.6946 AC	2.6946 AC			
	87,120 SF	117,378.45 SF	117,378.45 SF			
FRONT YARD	50 FEET	241—9.25"+/—	241—9.25"+/—			
SETBACK		House—Henkers Farm In.	House—Henkers Farm In.			
REAR YARD	50 FEET	79'—9.50"	79'-9.50"			
SETBACK		to garage	to garage			
SIDE YARD	30 FEET	29.64 FEET	29.64 FEET			
SETBACK		to house	to house			
MAX PERMITTED IMPERVIOUS SURFACE COVERAGE	15,539.38 SF	12,721.26 SF	15,305.58 SF			
MAX PERMITTED STRUCTURES	8.00% Lot Area 5,323.90 SF	2.79 % 3,276.45 SF	2.79 % 3,276.45 SF			



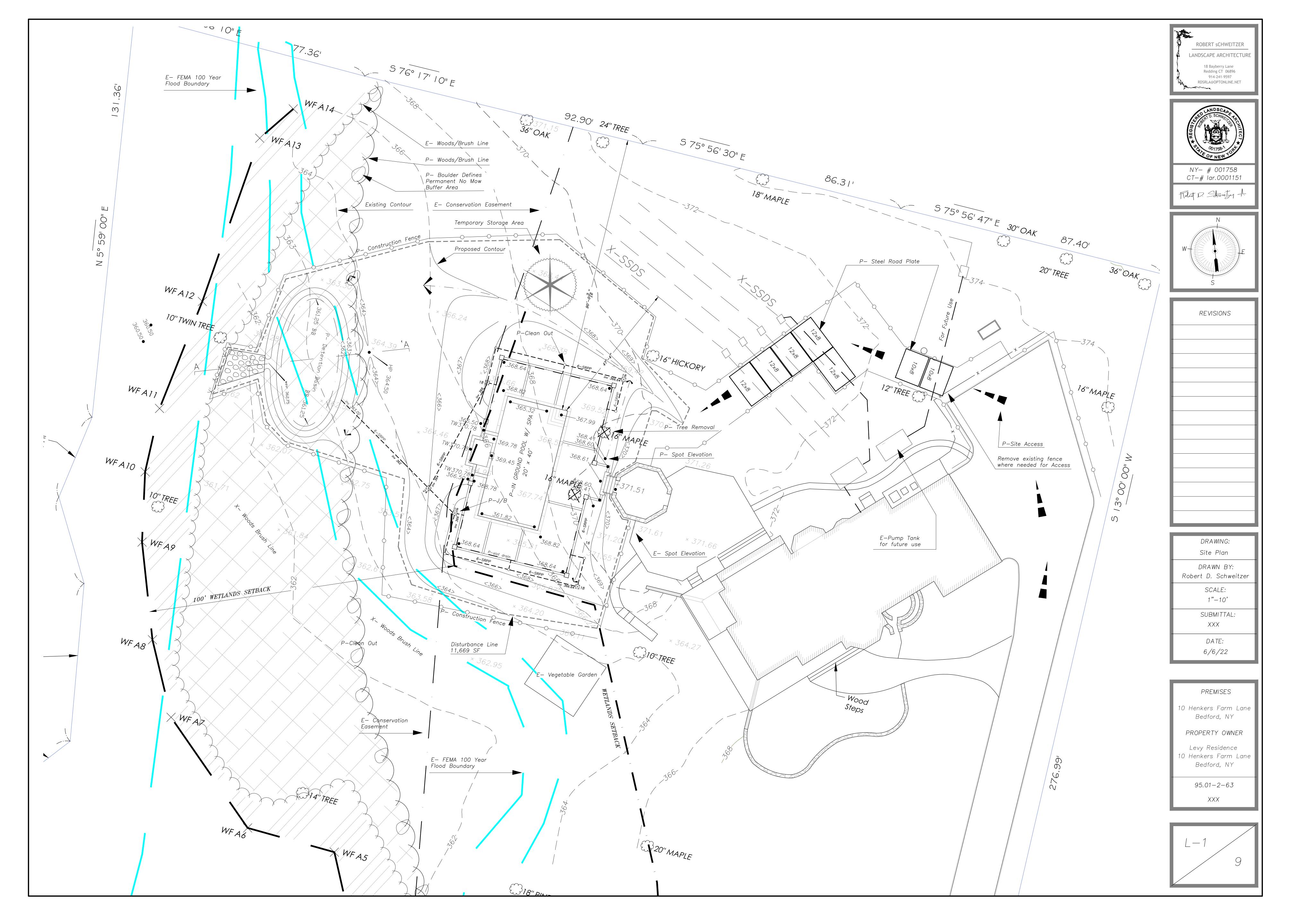


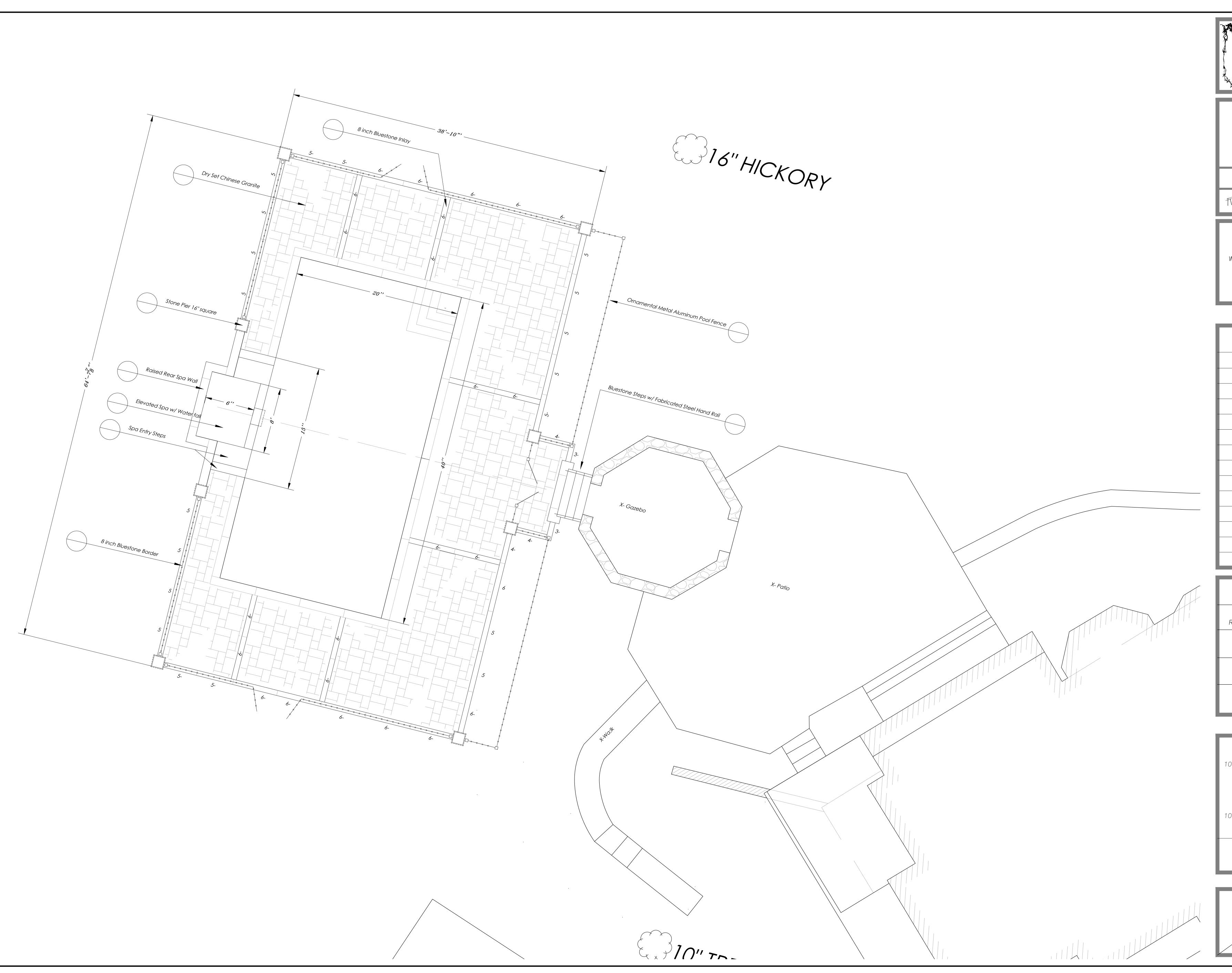
I Robert D. Schhweitzer Jr. (RLA) have prepared these plans to the best of my professional ability and acknowledge that the information on them is correct and truthful

Holest D. Strueitzer 1.

NYS # 001758-01

Robert D. Schweitzer Jr





ROBERT SCHWEITZER

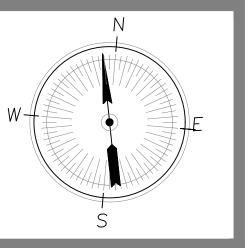
LANDSCAPE ARCHITECTURE

18 Bayberry Lane
Redding CT 06896
914-241-9597
RDSRLA@OPTONLINE.NET



NY- # 001758 CT-# lar.0001151

Robert D. Strueitzer 1.



REVISIONS

Materials Plan

DRAWN BY:

Robert D. Schweitzer

DRAWING:

SCALE: 1"-4'

SUBMITTAL: 1"-4'

DATE: 3/17/22

## PREMISES

10 Henkers Farm Lane Bedford, NY

## PROPERTY OWNER

Levy Residence 10 Henkers Farm Lane Bedford, NY

> 95.01-2-63 XXX

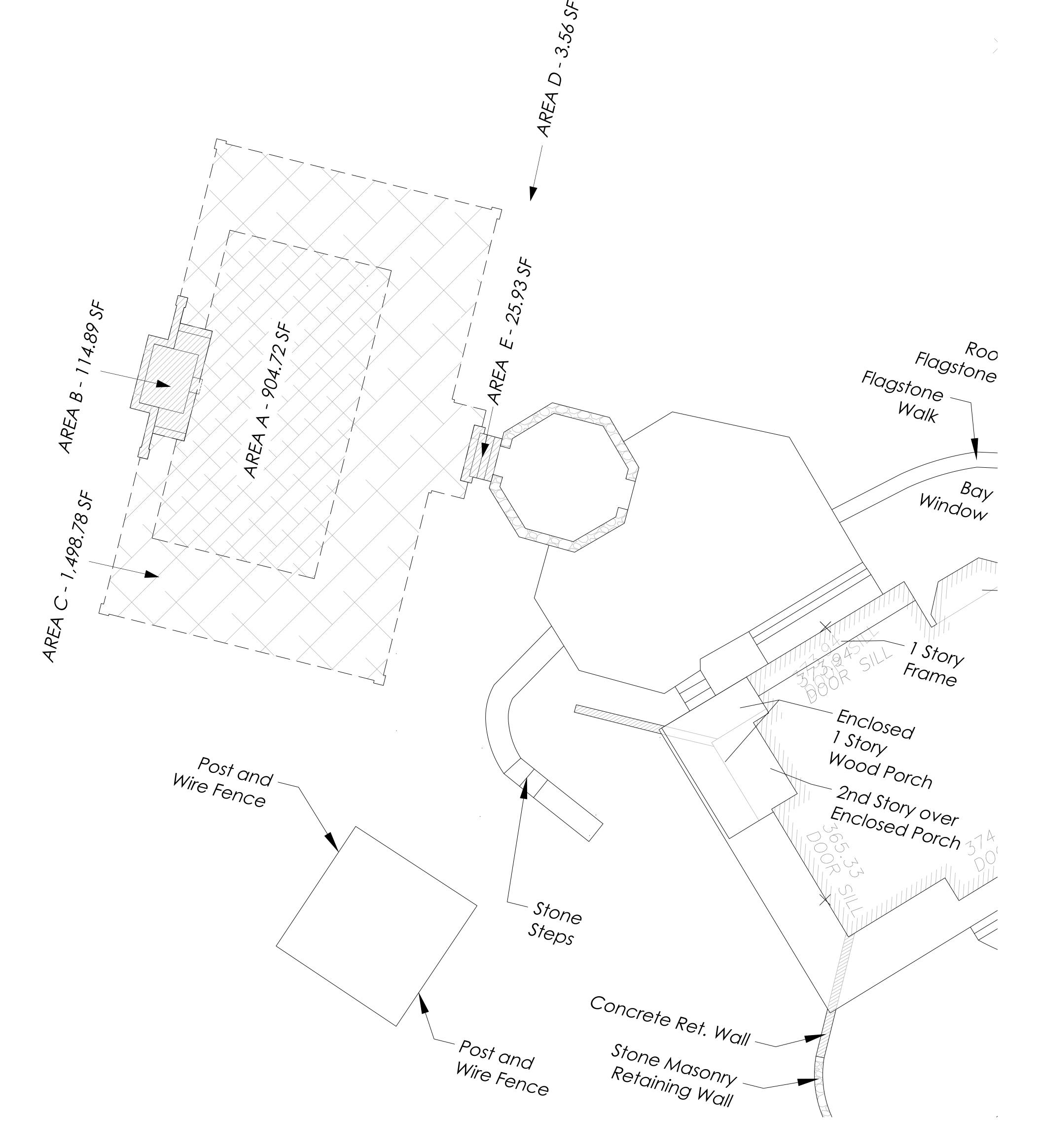
L-2 9

## PROPOSED IMPERVIOUS SURFACES

AREA	DESCRIPTION	MEASURE - S.F.		
Α	POOL	904.72		
В	SPA 114.89			
С	DECKING & PIERS	1,498.78		
D	POOL EQUIPMENT	40.00		
Е	STEPS	25.93		
TOTAL	PROPOSED AREAS	2,584.32		

## EXISTING IMPERVIOUS SURFACES

DESCRIPTION	MEASURE - S.F.
BUILDINGS	3,276.45
DRIVEWAY	6,634.69
WALKS/PATIOS	2,181.00
DECKS	369.19
WALLS	214.44
UTILITIES	45.49
TOTAL EXISTING COVERAGE	12,721.26
TOTAL LOT AREA	117,378.45
% COVERAGE	10.84 %
MAXIMUM PERMISSIBLE COVERAGE	15,539.38
% BUILDING COVERAGE	2.79 %
MAXIMUM PERMISSIBLE BUILDING COVERAGE	8.00 %

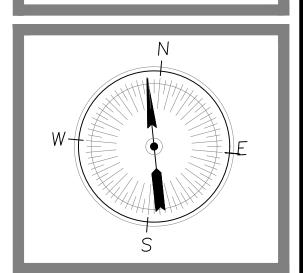






NY- # 001758 CT-# lar.0001151

Holest D. Strueiter -



REVISIONS

DRAWING: Coverage Plan DRAWN BY: Robert D. Schweitzer SCALE: 1"-10' SUBMITTAL:

DATE: 6/6/22

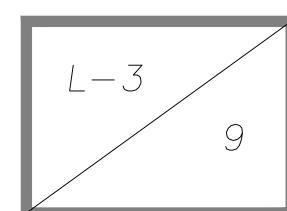
PREMISES 10 Henkers Farm Lane

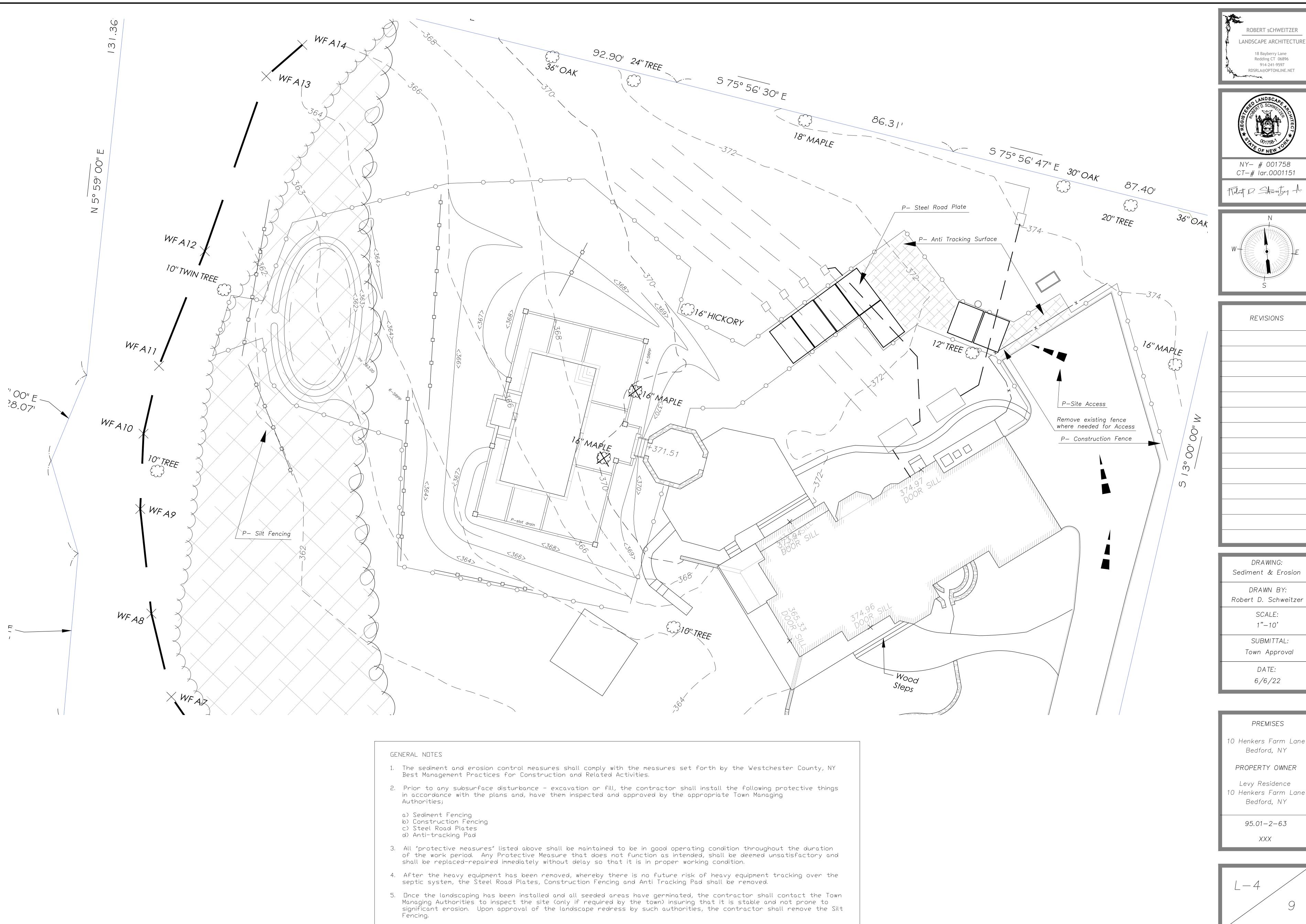
Bedford, NY PROPERTY OWNER

Levy Residence 10 Henkers Farm Lane

Bedford, NY

95.01-2-63 XXX





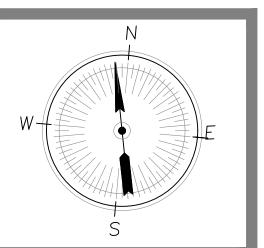
ROBERT sCHWEITZER LANDSCAPE ARCHITECTURE

> 18 Bayberry Lane Redding CT 06896 914-241-9597 RDSRLA@OPTONLINE.NET



NY- # 001758

Robert D. Shweiter A.

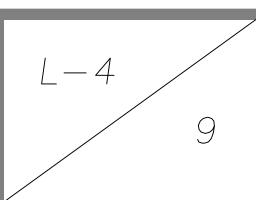


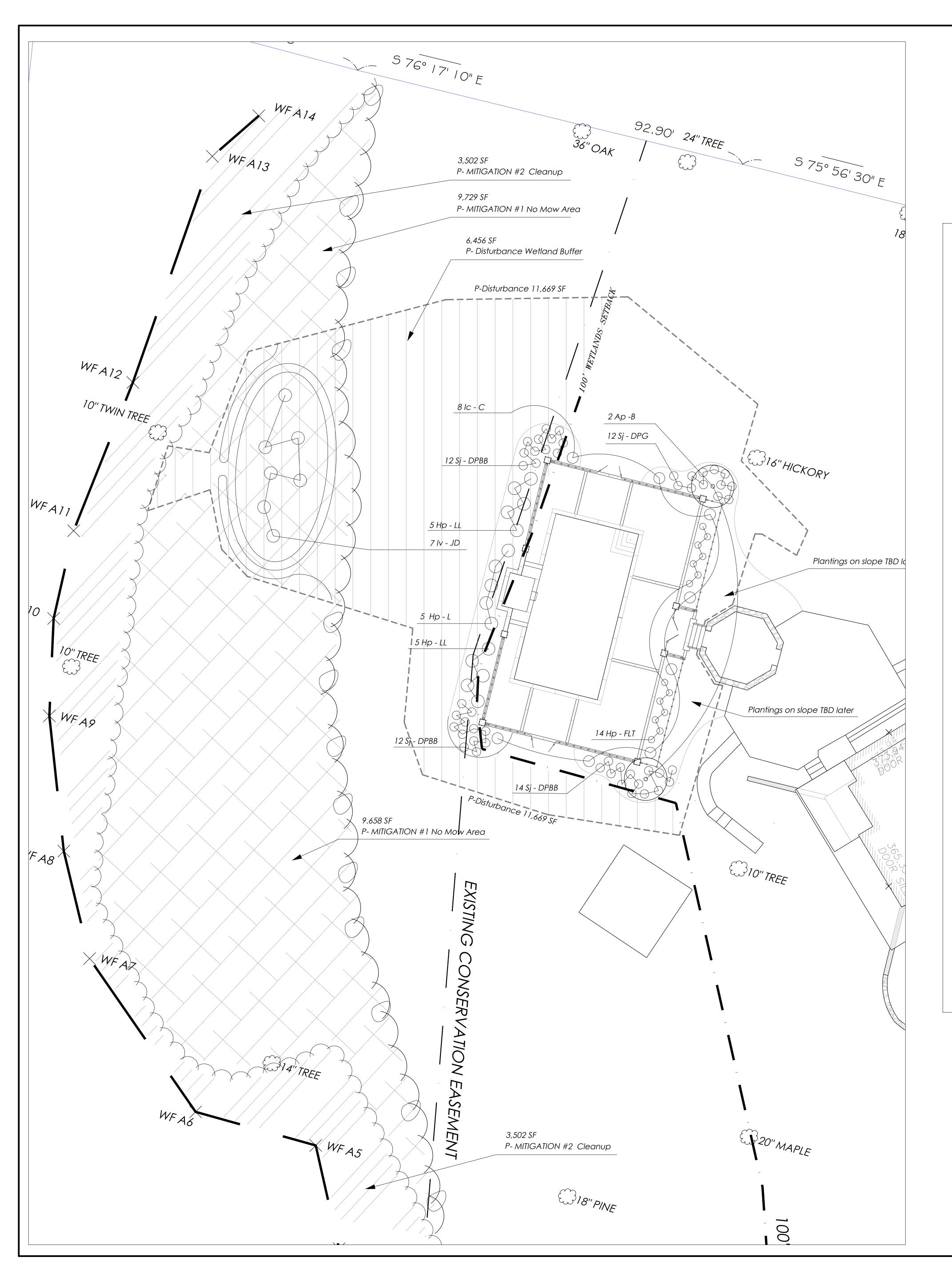
Sediment & Erosion DRAWN BY:

SUBMITTAL:

10 Henkers Farm Lane Bedford, NY

10 Henkers Farm Lane Bedford, NY







Symbol	Scientific Name	Common Name	Height	Spread	Container	Stem	#	Note
Ар-В	Acer palmatum 'Bloodgood'	Bloodgood Maple	8-10'	8-10'	B&B		2	x-stem / specimen
Hp-LL	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	30-36"	30-36"	B&B		5	
Hp-LL	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	30-36"	30-36"	B&B		10	
Hp-FLT	Hydrangea paniculata 'Fire Light Tidbit'	Tidbit Hydrangea	12-18"	12-18"	#3		14	
IC-C	Ilex crenate 'Compacta'	Compact Japanese Holly	14-24"	18-24"	#5		8	
Iv-JD	Ilex verticillata 'Jim Dandy'	Winterberry	18-24"	18-24"	#3		7	
Sj- DPG	Spirea japonica 'Double Play Gold'	Double Play Gold Spirea			#2		50	

- MITIGATION FOR DISTURBANCE TO WETLAND BUFFER 2: I
- 1. The Area of DISTURBANCE inside the 100 foot Town Regulated Wetland Buffer is 6,456 SF
- 2. Proposed MITIGATION #1 equals 9,729 SF Provides establishing a Permanent No Mow Area as defined on the plan. This includes;

c) A feschue type (mineral grown) sod shall be installed over the spread screened top soil base and hand rolled.

a) Seeding any disturbance resulting from the Site Work in this area.

- b) Installing boulders at the interface of the proposed No Mow Area and Existing Lawn..
  c) Allowing the Existing Lawn in the proposed No Mow Area to grow into a high grass meadow.
- d) Future maintenance in the Permanent No Mow Area to include; removal of any invasive plantings and mowing once yearly of the meadow if desired.
- 3. Proposed MITIGATION #2 equals 3,503 SF Provides removal of any Invasive Planting species and / or Exotic Species threatening to the Wetland.

a) Upon completion of the Rough Grading and installation of the Plantings, the remaining lawn areas shall be fine graded to the proposed grades and contours. b) Installation of 2" of screened top soil shall be spread uniformly graded over fine graded proposed turf areas.

4. Quantifying Total Disturbance and a 2:1 Mitigation

a) Disturbance inside the Wetland Buffer = 6,456 SF.

- b) Mitigation required to meet a 2:1 standard equals  $2 \times 6,456 \text{ SF} = 12,912 \text{ SF}$ .
- c) Proposed Mitigation Area #1 = 9,729 SF d) Proposed Mitigation Area #2 = 3,502 SF.
- e) Total Areas #1 + #2 = 13,232 SF

## GENERAL NOTES

- I. All planting will be done according to Standard Nurseryman Practices.
- 2. Preparation of all Disturbed Areas to be restored to Mowable Lawn shall be as follows.

a) Upon completion of the Rough Grading and installation of the Plantings, the remaining lawn areas shall be fine graded to the proposed grades and contours.
b) Installation of 2" of screened top soil shall be spread uniformly graded over fine graded proposed turf areas.
c) A feschue type (mineral grown) sod shall be installed over the spread screened top soil base and hand rolled.

3. Preparation of Disturbed Areas from Grading \$ Site Work in the Permanent No Mow Buffer Area shall be prepared as follows.

a) Fine Grade all disturbed areas and top dress with 2" of screened top soil.

b) Seed top dressed areas with a perennial Feschue-fine blade Rye mix. Cover with sterilized chopped straw mulch.

4. Preparation of Undisturbed Areas in the Permanent No Mow Buffer Area shall be done as follows.

a) Locate the margins of the No Mow Buffer Area with wooden stakes. Allow the existing lawn inside the Buffer Area to grow without further mowing.

- 5. Planting Beds and Tree Pits will be mulched with 1-1/2" of shredded Cedar bark.
- 6. Plantings will be guaranteed to be in satisfactory health for one year after completion date. Any plantings that are dead or in poor health shall be replaced by the Contractor, free of charge to the Owner.
- 7. Planting beds shall be amended with 25% composted leaf litter and "Dry Roots". This shall be tilled into the beds to a depth equal to the root ball / container and three times the diameter. "Dry Roots" shall be mixed into the planting soil at the manufactured suggested rate.
- 8. Material quantities shall be V.I.F. (verified in field) with the landscape architect and adjusted for final count prior to purchasing / installation.
- 9. Evergreen trees shall be three wire, Cedar post staked.
- 10. All planting material shall be approved by the landscape architect prior to installation.
- II. All Mowable Turf Areas shall be prepared similar Meadow Areas with exception to the application of the Straw Netting Erosion Blanket.

ROBERT sCHWEITZER

LANDSCAPE ARCHITECTURE

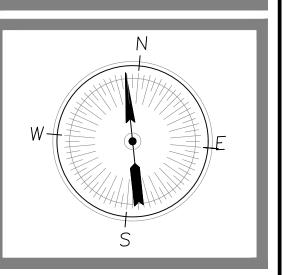
18 Bayberry Lane

Redding CT 06896 914-241-9597 RDSRLA@OPTONLINE.NET



NY- # 001758 CT-# lar.0001151

Holest D. Shweitzer A.



REVISIONS

DRAWING: Planting & Mitigation

DRAWN BY: Robert D. Schweitzer

> SCALE: 1"-10'

SUBMITTAL: Town Approval

> DATE: 6/6/22

## PREMISES

10 Henkers Farm Lane Bedford, NY

PROPERTY OWNER

Levy Residence 10 Henkers Farm Lane Bedford, NY

95.01-2-63

XXX

L-5

## DETENTION BASIN - MAINTENANCE NOTES

1/2" - 1.0

TOP

2'-2"

SIDE

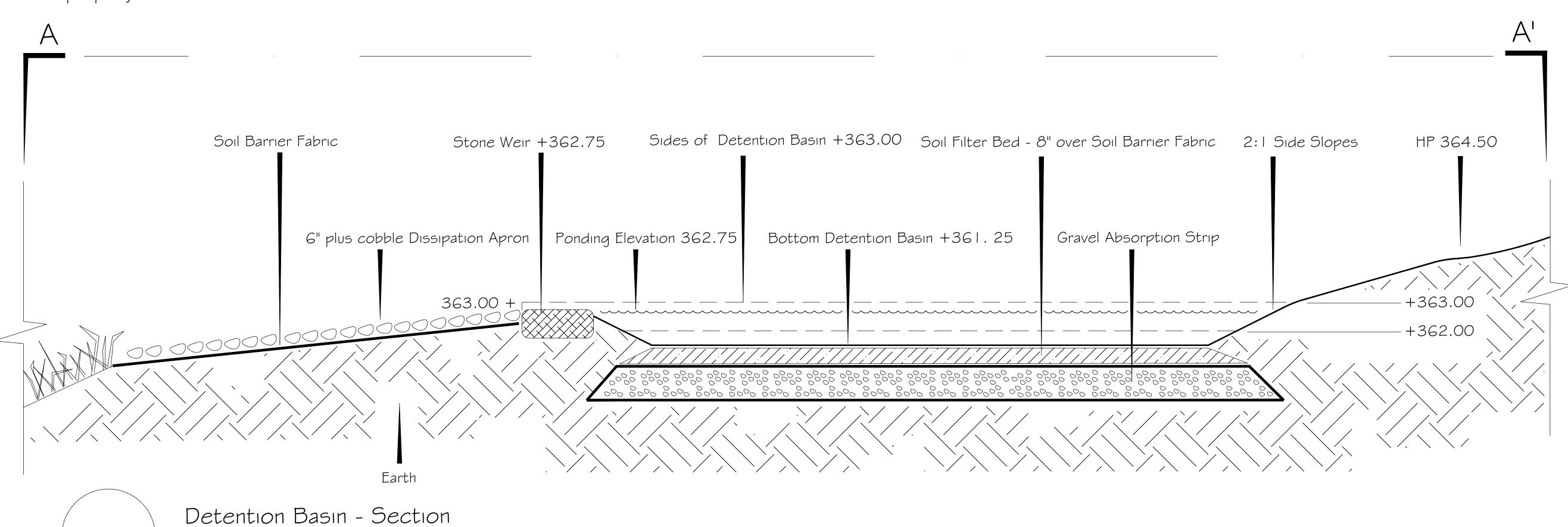
3/4" - 1.0'

1'-2"

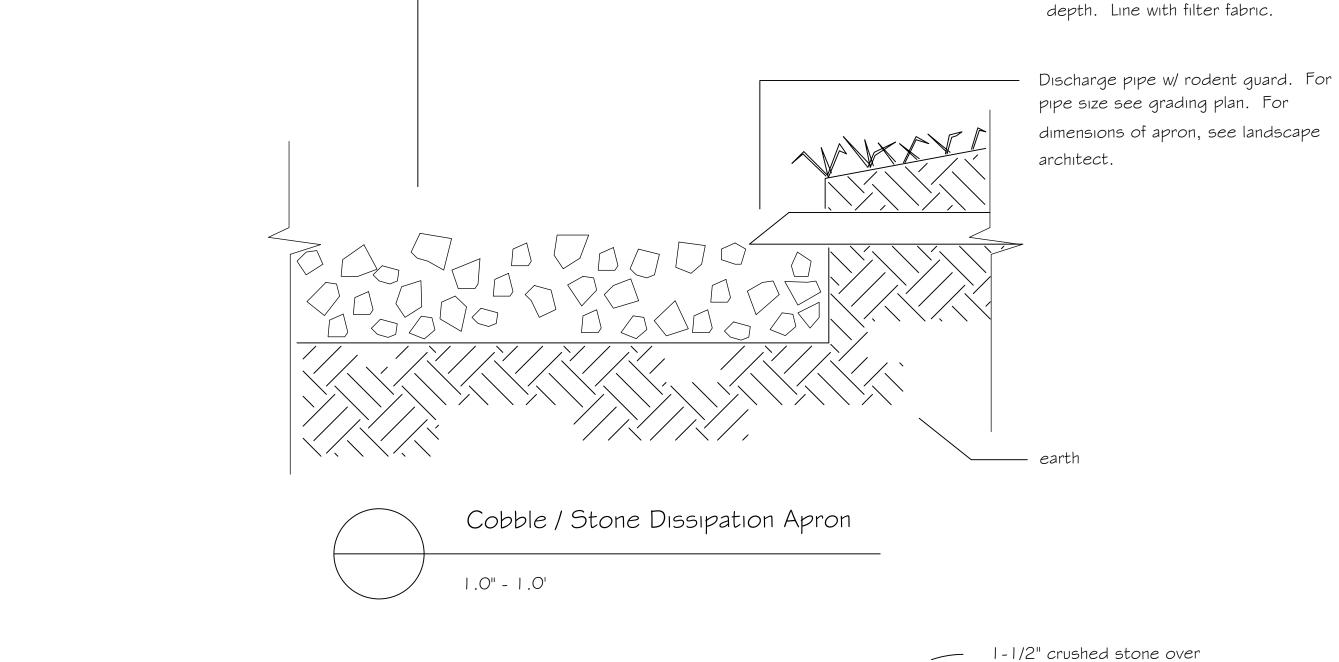
- 1. Regular / routine maintenance of the Detention Basin is required to insure it continues to function as intended. The following practices should be employed by the current and future property owners.
  - a) Bi- Annual Cleaning Early Spring \$ Late Autumn, to include removal of branches and accumulated debris within the basin, such as ... leaf litter, twigs, branches, pebbles, stones and silt wash out. Unwanted volunteer vegetation such as woody shrubs and trees, invasive species both woody and herbaceous plantings and garbage (paper, cans \$ bottles). Accumulation of debris will contaminate and fill the basin reducing the storage capacity.
  - b) Annual Check / Service Overflow Weir Early Spring. Critical to the function of the Rain Garden is that the Overflow Weir be maintained 3 inches lower than basin's sidewalls. The weir should be checked to determine it has not moved or tilted and become out of level. If so, set it so it is both stable and level. Check the Dissipation Apron and remove any debris that covers the gravel bed-surface so it drains properly.

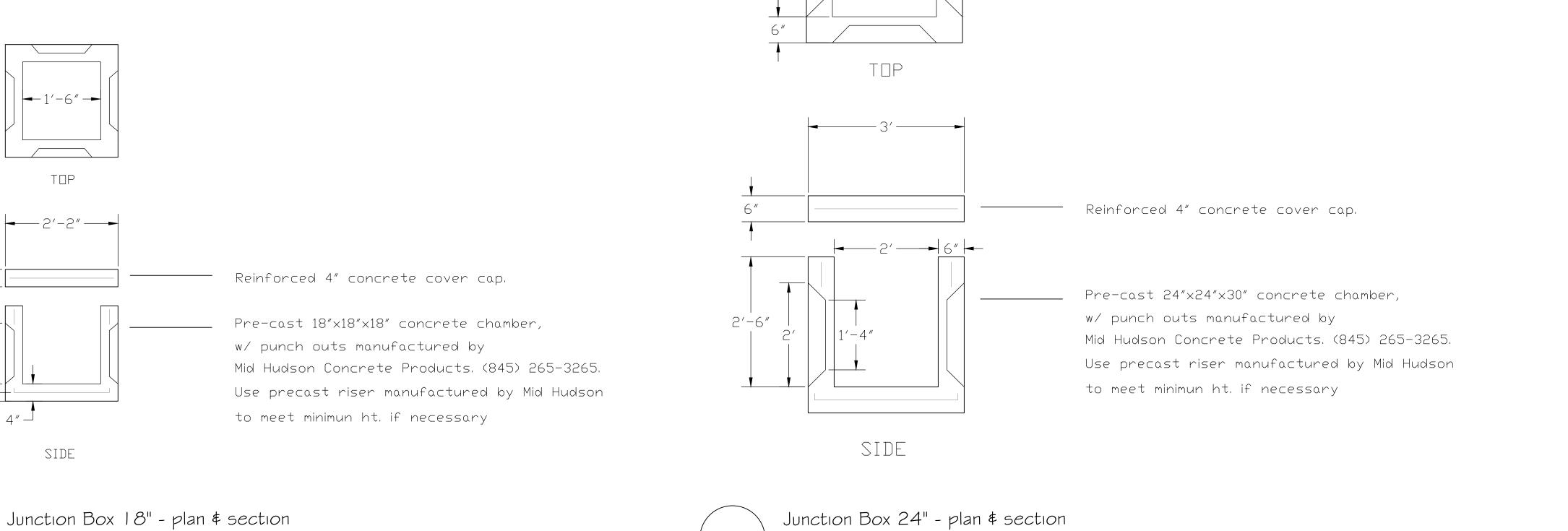


6" plus trap stone one foot minimum

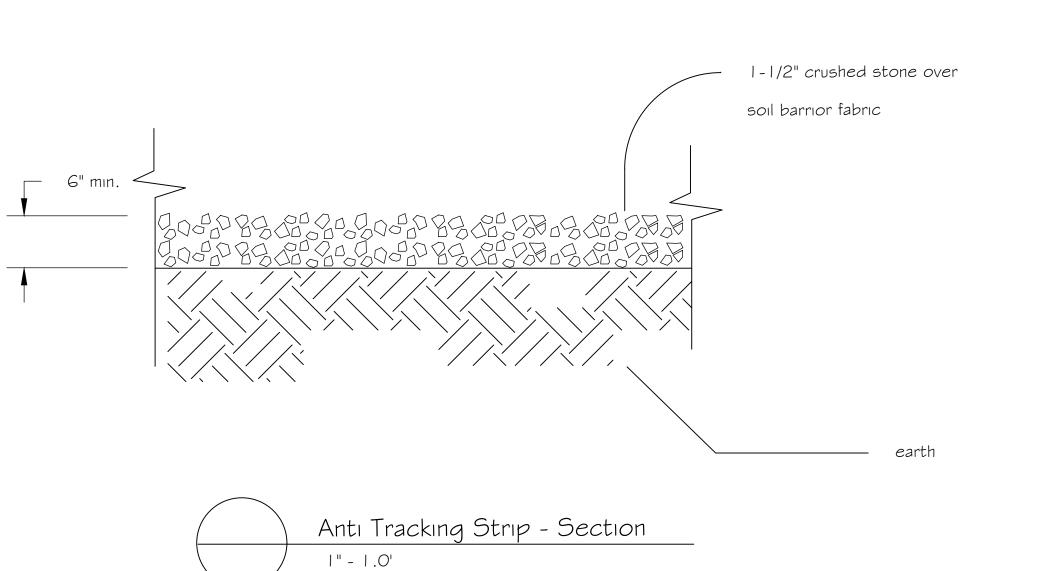


Proposed	Rain Garde	i voiuine.				
	Lour Dooid	0000				
	Lew Resid					
		s Farm Lane	•			
	Bedford, N	ew York				
From Plan	s, area of n	ew impervio	us =			
	,	Proposed =		2,584	s.f.	
		Existing =		_	s.f.	
		Net Change	) =	2,584	s.f.	
Doinfall	autrod –	OF Voor Ota		6.43	in	
Rainfall red	quirea =	25 Year Sto	orm =	6.43	ın.	
CN of impe	ervious = 98	B, Excess ru	unoff (Er) =	6.19	in.	
•			o "A", CN 39, Er = 0.12			
-	se in runoff		6.07			
Excess vo	lume of run	off =		1,307	c.f.	
				1,001		
Assume 1	2" of stone	under bottor	m of basin,			
Volume of	voids in sto	ne =				
bottom are	ea x 1' x 0.4	0 =		240.24	c.f.	
Required v	olume of rai	n garden =		1,067	c.f.	
Rain Gard	en Volume t	from plans				
			TOTAL	TOTAL		
EL.	AREA	VOL(c.f.)	VOL (c.f.)	VOL (ac-ft)		
361.25	600.6	0	0	0		
362.00	754.5	507	507	0.0116		
362.75	922.5	628	1135	0.0261		





3/4" - 1.0'



ROBERT sCHWEITZER LANDSCAPE ARCHITECTURE



NY- # 001758 CT-# lar.0001151

Holest D. Shweiter A.

REVISIONS

DRAWING:

Details

DRAWN BY: Robert D. Schweitzer SCALE: 1"-10' SUBMITTAL: 1"-8'

PREMISES

DATE:

6/6/22

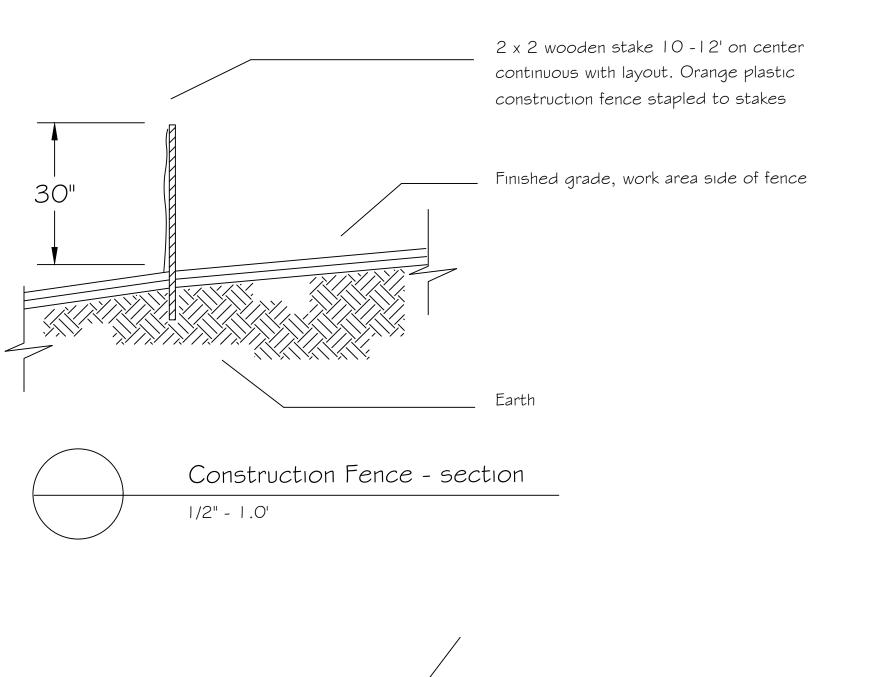
10 Henkers Farm Lane Bedford, NY

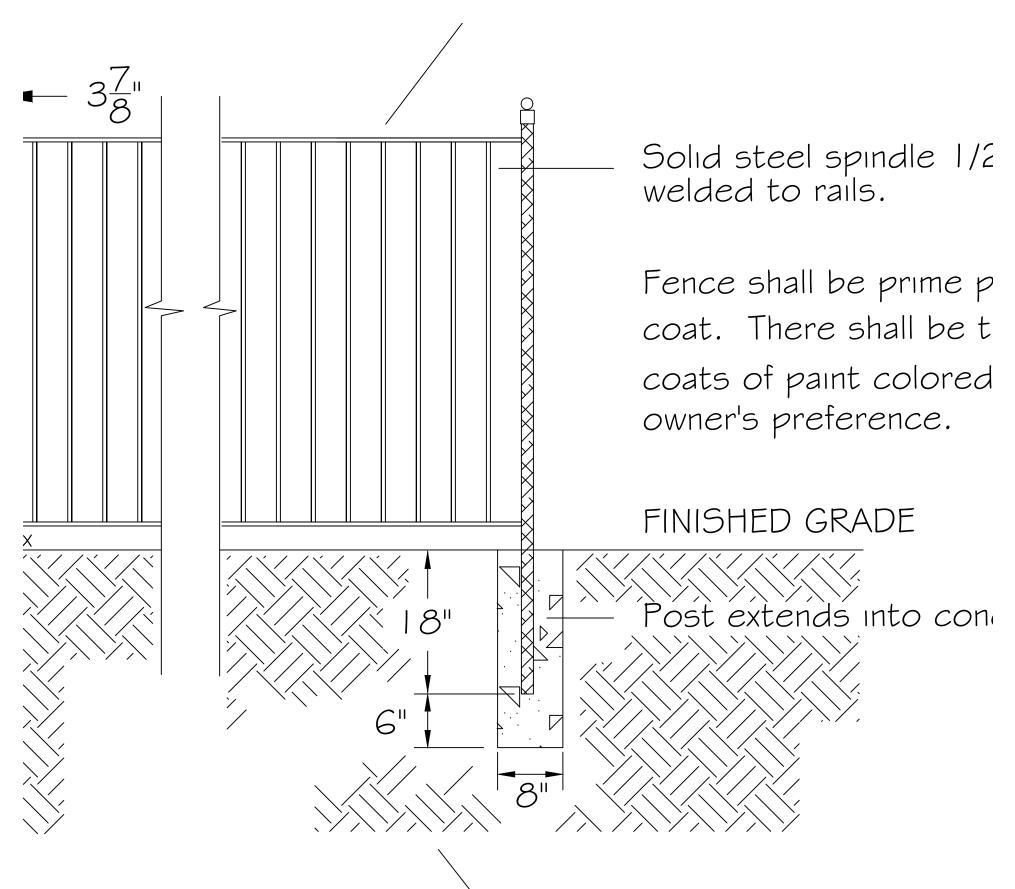
PROPERTY OWNER

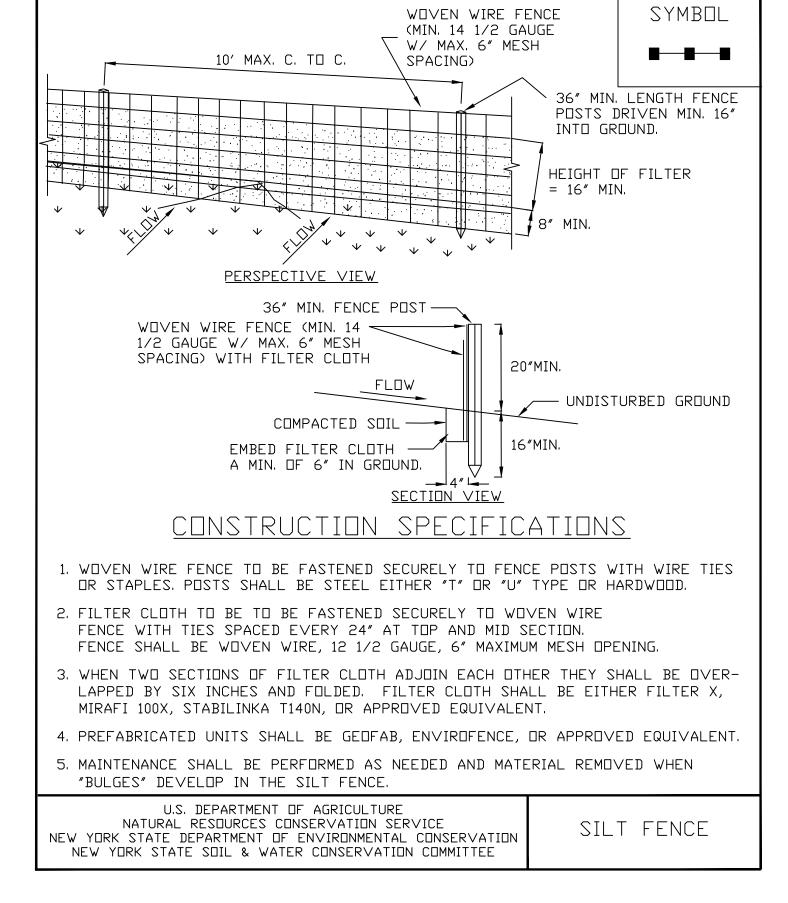
Levy Residence 10 Henkers Farm Lane Bedford, NY

> 95.01-2-63 XXX

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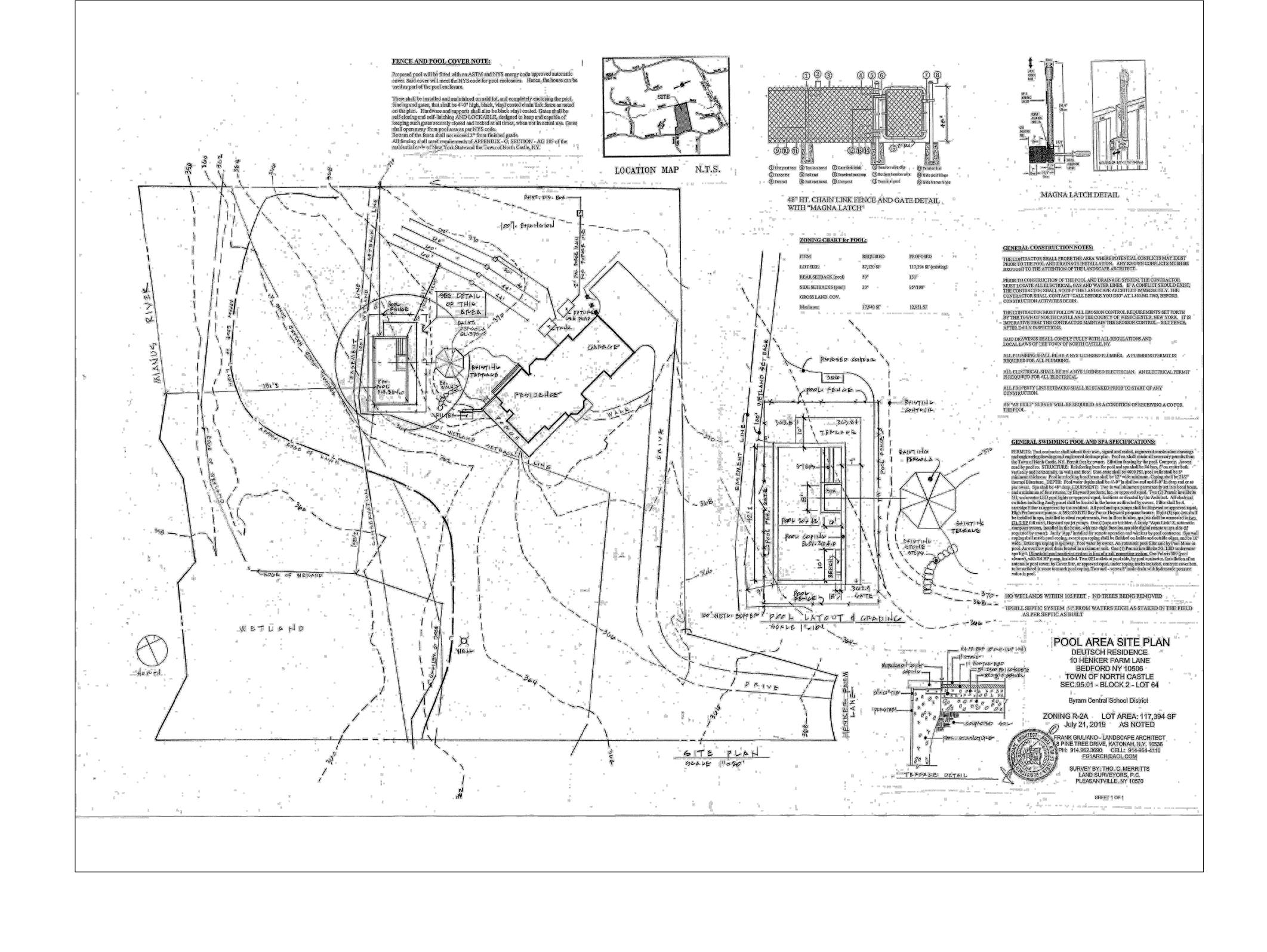


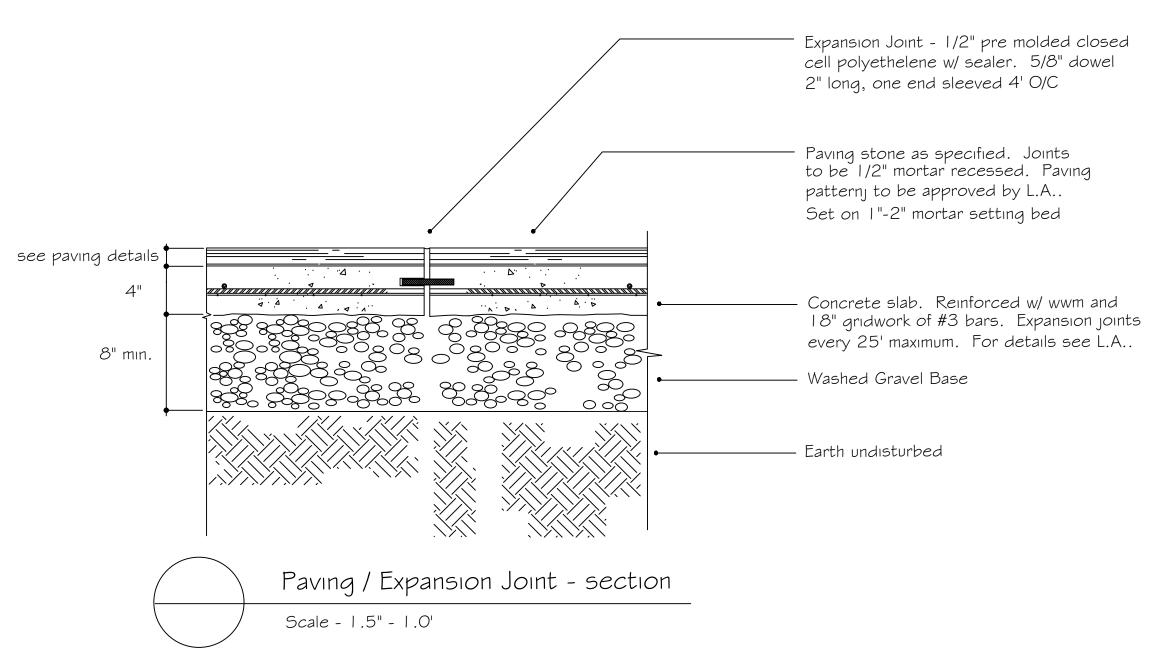


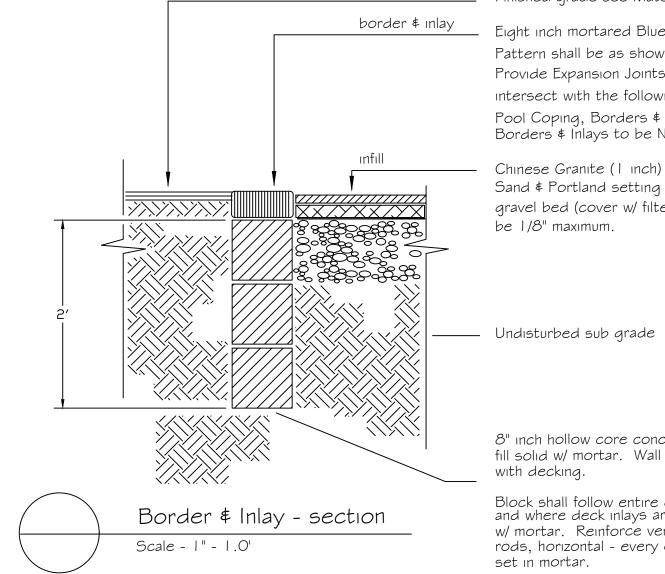


Silt Fence - section

No Scale







## Finished grade see Materials Plan

Eight inch mortared Bluestone Border \$ Inlay. Pattern shall be as shown on Materials Plan. Provide Expansion Joints where Border \$ Inlays intersect with the following; Stone Piers, Pool Coping, Borders \$ Inlays. Bluestone Borders & Inlays to be NYS 1.5 inch "Select".

Chinese Granite (1 inch) dry set on 2 -3 inch Sand & Portland setting bed mix over 8 inch gravel bed (cover w/ filter fabric). Joints to be 1/8" maxımum.

8" inch hollow core concrete block fill solid w/ mortar. Wall to be continuous with decking.

Block shall follow entire deck perimeter and where deck inlays are shown. Fill solid w/ mortar. Reinforce vertical - 36" O/C w/ #4 rods, horizontal - every coarse w/ steel wire set in mortar.

**ROBERT SCHWEITZER** LANDSCAPE ARCHITECTURE 18 Bayberry Lane Redding CT 06896 914-241-9597 RDSRLA@OPTONLINE.NET



NY- # 001758 CT-# Iar.0001151

Holest D. Shweitzer.

REVISIONS

DRAWING:

Details

DRAWN BY: Robert D. Schweitzer

> SCALE: As Noted

SUBMITTAL: Town Approval

> DATE: 6/6/22

## PREMISES

10 Henkers Farm Lane Bedford, NY

PROPERTY OWNER

Levy Residence 10 Henkers Farm Lane Bedford, NY

> 95.01-2-63 XXX

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### SLOT DRAIN® SERIES

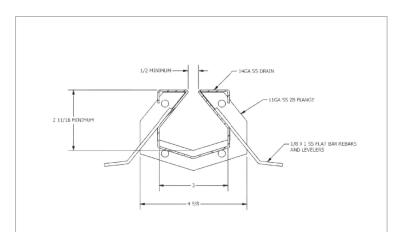


#### 6000 / 6000 PLUS-R SERIES SLOT DRAIN®

6000 Series Slot Drain® is a cost effective surface drainage 7000 Series Slot Drain® is available in T304 or T316 system that is available in stainless or galvanized steel. centers, or facilities that do not have a high volume of liquid to distribute. The 6000 Plus-R model is also available for heavy load rated and hygenic environments.

### — Applications: Shallow Depth, Low-volume Water Distribution Areas.

Swimming Pools, Garage, Distribution Centers



SLOTDRAINSYSTEMS.COM

### 7000 SERIES SLOT DRAIN®

stainless steel, fiberglass and galvanized steel. Its sleek, Inverts start at 2¾. It is applied often in pedestrian or light 

linear and aesthetic design perfectly matches landscaping traffic areas, such as swimming pools, garages, distribution pavement. It can be applied in areas like patios, gardens,

and plazas. With paving bricks on top, Landscape Slot Drain® can distribute storm water quickly and it is ideal for public areas as it can be ADA Compliant.

#### — Applications: Plaza, Sidewalk, Playgrounds, Indoor/Outdoor Use

6) Install all Slot Drain® pits and piping, making sure that the Slot Drain pit walls are reinforced to prevent sidewall bowing.

2) Cut 24" wide trench in existing slab.

3) Excavate the trench allowing for room underneath

Approximately 16"-24" on both sides.

and on both sides of Slot Drain® There should be

a minimum of 6" of concrete surrounding the drain.

4) Drill and dowel into the sides of the existing cut slab.

7) Bolt the last (deepest) section of Slot Drain® to the Slot Drain® pit. If a Slot Drain® pit is not being used, start at the deepest section. Bolt all remaining sections of Slot Drain® together using the numbered flanges as a guide. For example, if you have a section 102, a section 203, a section 304 and a Slot Drain pit.

03.0 System Installation

## RETROFIT





#### Slot Drain Systems arrives at the site in fully assembled First, bolt flange 4 of section 304 to the Slot Drain® sections and is ready to be installed. pit side marked 4. Next, bolt flange 3 of section 304 to flange 3 of section 203. Finally, bolt flange 2 of section 1) Layout and mark drain location on existing slab. 203 to flange 2 of section 102. Use a continuous

8) Use wooden stakes to set the desired elevation of drain sections. Secure drain sections to the stakes with

bead of silicone sealant between all bolted sections.

the mounting holes provided on the leveling brackets.

- 9) Once Slot Drain® is secured and the appropriate elevation is achieved, for structural support, tie the rebar from the dowels and floor grid into the rebar/ leveling bars on the drain assembly. Cover the opening with the duct tape, or insert Styrofoam if needed.
- 10) To ensure that Slot Drain® will not float, it is recommended that the concrete be poured in two stages. Once adequate time for the first concrete pour to set has elapsed, the floor slab can be completed. The use of a pencil vibrator is strongly recommended to make sure that the concrete has completely surrounded Slot Drain, leaving no bubbles or voids.
- 11) Once the concrete slab is firm, first remove the tape or Styrofoam from the slot and then break out all metal tabs to ensure a continuous open slot. Using the paddle, clean out the Slot Drain®

INSTALLATION | PRODUCT CATALOGUE 11

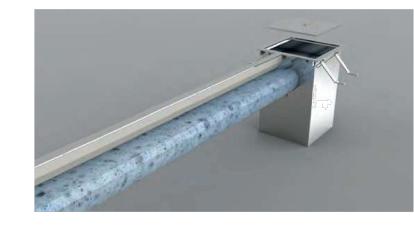
02.3 System Design

### **CLEANING TOOLS**

# — EASY TO CLEAN

Each Slot Drain® system includes a specially designed cleaning kit specific to its application.

To clean the drain channel, cleaning kit options include an easy cleaning paddle, Flush Flo™ System for frequent cleaning facilities.





#### **CLEAN IN PLACE (CIP)**

CIP is a method of cleaning that is commonly used in hygiene critical industries, such as food and beverage processing, dairy, brewing, pharmaceutical and cosmetics. Slot Drain® does not have gratings of any kind, which makes CIP much easier. It is ideal for facilities that requires frequent cleaning and sanitation.

#### FREQUENT CLEANING — FLUSH FLO™

This system is connected to a water line and can be operated with a timer or flushed manually. You can open a valve to let water flush and clean the drain or set a timer to clean the drain automatically. Flush Flo™ is especially suitable for facilities that require frequent cleaning, such as food processing plants, car washes, seafood markets, etc.

SLOTDRAINSYSTEMS.COM



## REGULAR CLEANING — CLEANING PADDLE & BRUSH

The cleaning paddle is the simplest way for regular drainage cleaning. You just insert the paddle, twist 90 degrees and move it along the drain to clear the debris. The cleaning brush brush can scrub the inside of the channel easily and thoroughly. Trappings are then removed from the catch basin.



The strainer basket's 1/4-inch perforated holes trap stones, keys, rings and other items that are smaller than the slot opening, that you want to intercept. Made of stainless steel, it is designed to last for the life

The only part of Slot Drain® that is exposed to the room is the stainless steel surface which can be cleaned and sanitized as your floor is.

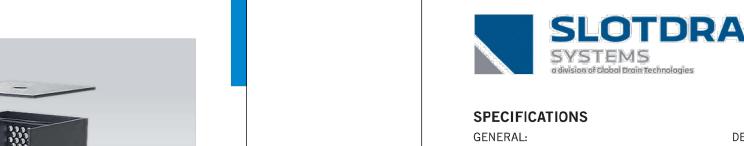
Slot Drain® does not absorb water or contaminants and allows contaminants to be disposed of in an environmentally friendly manner.



## **CATCH BASIN**

Catch basins are designed for retrieving debris and any items that may inadvertently fall into the slot. A ¼ T304 stainless lid sits atop the base. Basins come in 6"x6", 6"x12", 8"×8", 12"×12" or 24"×24" wide, with standard depths of 12" and 20". The basins come with a reinforced cover made of T304 stainless steel with rebar tie-ins and can withstand heavy traffic loads.

SYSTEM DESIGN | PRODUCT CATALOGUE



**7000 SERIES** SLOT DRAIN<sup>®</sup> SPECIFICATION SHEET

The surface drainage system shall be 7000 Series Slot Drain complete with slotted linear MATERIALS:

0.5% Standard

T304 Stainless Steel, T316 Stainless Steel

**DESIGN OPTIONS:** trench opening as manufactured by Slot Drain End (\*): Open (0), End Cap (1), Flush Nipple (5) Section Lengths: Full 9'8", Half 4'10" (Customize Lengths available).

18 gpm (per foot of drain)

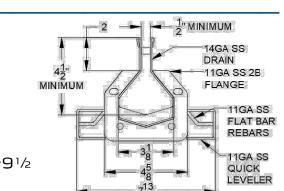
1 ¼" 27 gpm (per foot of drain)

ACCESSORIES: Cleaning paddle, Flush Flo 11 gpm (per foot of drain)

The 7000 Series Slot Drain System shall be installed in accordance with the manufacturer's installation instructions and recommendations.

TYPICAL MODULAR LAYOUT OF A 6000 SERIES SLOT DRAIN® SYSTEM

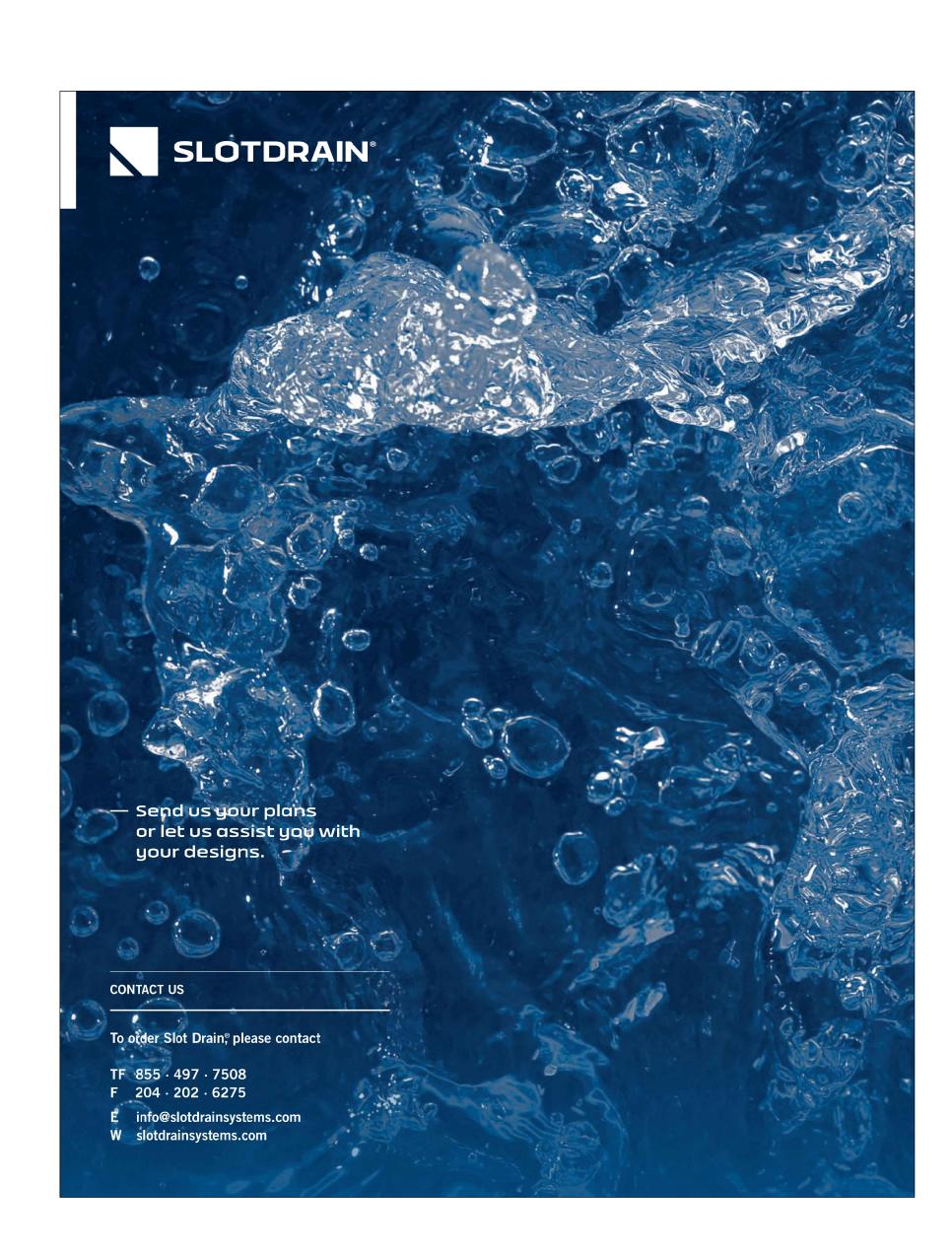
(Sections lit together as illustrated below)										
	102	203	304	405	506	607	708	809		
	41/2	51/8	- 5 ¾	- 6%	7	7 %	81/4	- 8%	<b>-</b> 9½	

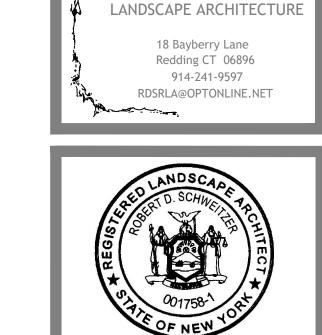


ESCRIPTION	PART NO.	INVERT SHALLOW INCHES	INVERT DEEP INCHES
7000 SERIES SS SLOT 102 HALF	SD7\$*# - 102B	4 13/16	5 1/8
7000 SERIES SS SLOT 102	SD7\$*# - 102	4 1/2	5 <sup>1</sup> / <sub>8</sub>
7000 SERIES SS SLOT 203	SD7\$*# - 203	5 <sup>1</sup> / <sub>8</sub>	5 <sup>3</sup> / <sub>4</sub>
7000 SERIES SS SLOT 304	SD7\$*# - 304	5 <sup>3</sup> / <sub>4</sub>	6 <sup>3</sup> / <sub>8</sub>
7000 SERIES SS SLOT 405	SD7\$*# - 405	6 <sup>3</sup> / <sub>8</sub>	7
7000 SERIES SS SLOT 506	SD7\$*# - 506	7	7 <sup>5</sup> / <sub>8</sub>
7000 SERIES SS SLOT 607	SD7\$*# - 607	7 <sup>5</sup> /8	8 1/4
7000 SERIES SS SLOT 708	SD7\$*# - 708	8 1/4	8 7/8
7000 SERIES SS SLOT 809	SD7\$*# - 809	8 7/8	9 1/2

Also available with 90° sections, 'T' sections, and Transition Pits for all of the depths specified above.

DESCRIPTION	TOP WIDTH INCHES	TOP LENGTH INCHES	BOTTOM WIDTH INCHES	BOTTOM LENGTH INCHES	HEIGHT INCHES	OUTLET SIZE INCHES
7000 SS CB SMALL	6	6	6	6	12	4
7000 SS CB MEDIUM	6	12	6	12	12	4
7000 SS CB LARGE	12	12	12	12	20 <sup>1</sup> /8	4 or 6
SPECIFYING ENGINEER IS RESPO SLOT DRAIN SYSTEMS RESERVES			G BASED UPON APPLICATION AND IONS WITHOUT NOTICE	LOCAL CODES.		2021





NY- # 001758

ROBERT sCHWEITZER

CT-# lar.0001151

Holest D. Shweiter -

REVISIONS

DRAWING: Details

DRAWN BY: Robert D. Schweitzer

> SCALE: 1"-10'

SUBMITTAL: 1"-8'

DATE: 6/6/22

## PREMISES

10 Henkers Farm Lane Bedford, NY

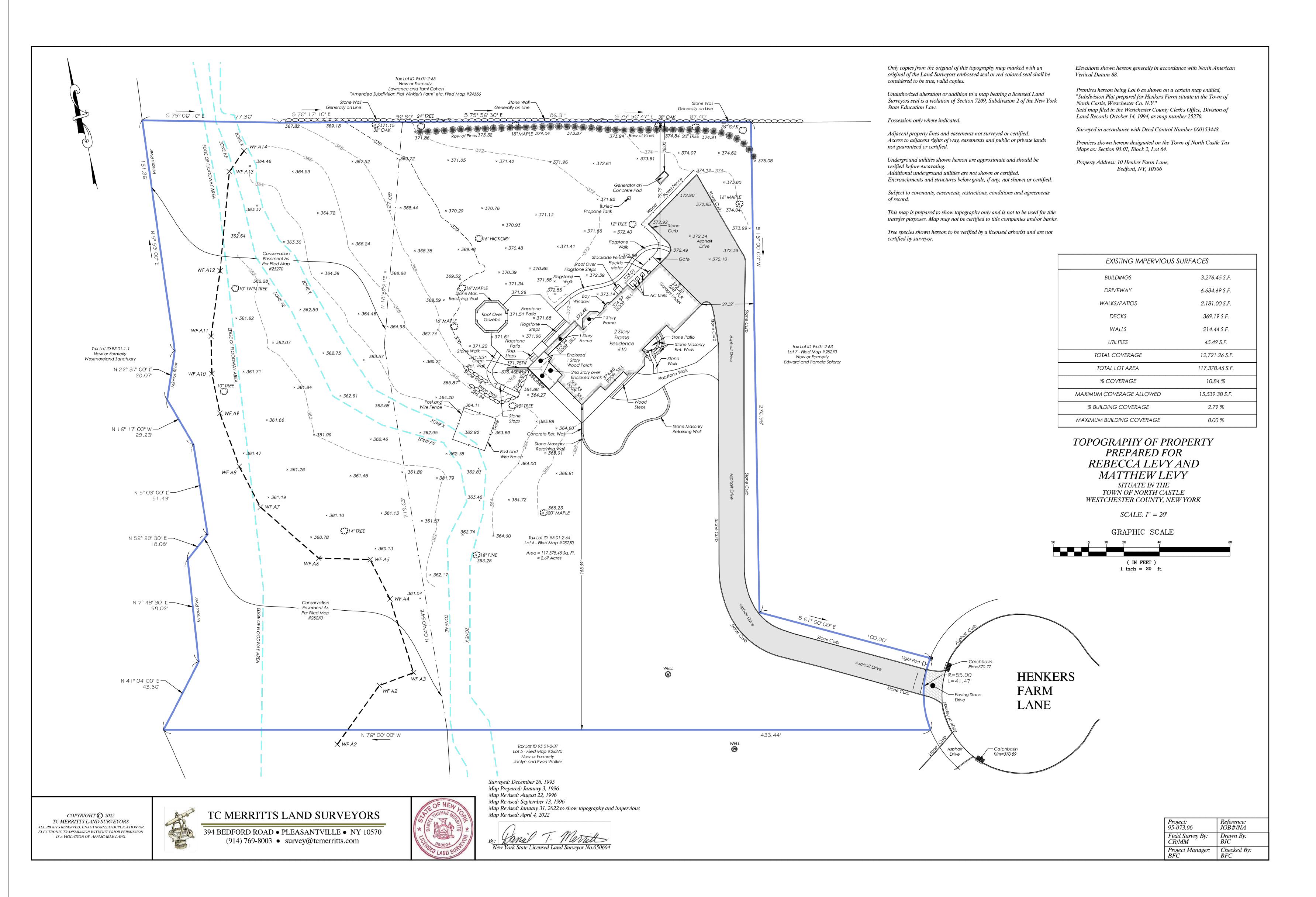
PROPERTY OWNER

Levy Residence 10 Henkers Farm Lane Bedford, NY

95.01-2-63

XXX

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ROBERT sCHWEITZER

LANDSCAPE ARCHITECTURE

18 Bayberry Lane Redding CT 06896 914-241-9597 RDSRLA@OPTONLINE.NET

Folent D. Stunity -

NY- # 001758 CT-# lar.0001151

REVISIONS

DRAWING:
Survey

DRAWN BY:
Robert D. Schweitzer

SCALE:
1"-20'

SUBMITTAL:

DATE: 6/6/22

PREMISES

10 Henkers Farm Lane Bedford, NY

PROPERTY OWNER

Levy Residence 10 Henkers Farm Lane Bedford, NY

95.01-2-63

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