

MEMORANDUM

TO: North Castle Planning Board

CC: North Castle Town Board
Adam Kaufman, AICP
Pete Gregory, P.E.
Glenn Ticehurst, RLA, ASLA
Lisa & David Graff

FROM: Joseph M. Cermele, P.E., CFM
Kellard Sessions Consulting
Consulting Town Engineers



DATE: June 10, 2021

RE: Wetland Mitigation Bond
Lisa & David Graff
3 Middle Patent Road
Section 95.03, Block 1, Lot 52

The proposed site improvements for the Graff project, located on 3 Middle Patent Road, includes the construction of a proposed pool with a spa and patio and associated stormwater mitigation. In accordance with the Site Plan, Steep Slopes, Tree Removal and Wetland Permit Approvals Resolution, dated April 26, 2021, the applicant is required to post a Wetland Mitigation Bond (Condition #2 under Prior to the Issuance of a Building Permit) to ensure the completion of the mitigation plantings, as well as to maintain said plantings for a period of five (5) years.

Typically, these fees are determined by a cost estimate, whereby the owner completes a quantity take-off of the improvements and applies a unit price to each item. The unit prices are consistent for all projects within the Town.

The purpose of the unit price methodology in preparing the Bond is to obtain an estimated total cost for the completion of all improvements associated with the project. Each line item is not to be considered individually, but rather an integral part of the entire cost estimate. When the applicant prepares the Bond, it is important to note that the value of the Bond is for the total price, not the individual line items. A copy of the approved "Cash Bond Agreement" and "Wetland Mitigation Cost Estimate", prepared by Benedek & Ticehurst, dated May 4, 2021, is attached for your reference.

North Castle Planning Board
June 10, 2021
Page 2 of 2

Based upon the above, we would recommend a Bond for the construction of the proposed Wetland Mitigation Plan in the amount of \$9,652.50 ($\$8,775.00 + 10\%$).

Similarly, we would recommend a second bond for the 5-year, long-term monitoring and maintenance plan in amount of \$1,316.25 ($\$8,775.00 \times 15\%$).

If there are any questions, please do not hesitate to contact this office.

JMC/dc

https://kellarsessionsconsulti.sharepoint.com/sites/Kellard/Municipal/Northcastle/Corresp/018SitePlans/2021-06-10_Graff - 3 Middle Patent Road_Wetland Mit Bond_Memo.docx

BENEDEK & TICEHURST
LANDSCAPE ARCHITECTS & SITE PLANNERS, P.C.

May 4, 2021

Attn: Joseph M. Cermele, P.E., CFM
Kellard Sessions Consulting
Consulting Town Engineers
500 Main Street
Armonk, NY 10504

Re: Graff Residence
3 Middle Patent Road
Armonk, NY
Sec.95.03; Blk 1; Lot 52

Dear Mr. Cermele,

As required on page 3 of the Planning Board Resolution for Lisa and David Graff, please see the wetland mitigation cost estimate.

(125) New England Aster x \$5.00 wholesale= \$375 x 3 (material, planting, warrantee)=	\$1,125.
(150) White Turtlehead x \$5.00 wholesale= \$450 x 3 (material, planting, warrantee)=	\$1,350.
(150) Blue Iris x \$5.00 wholesale= \$450 x 3 (material, planting, warrantee)=	\$1,350.
(150) Great Blue Lobelia x \$5.00 wholesale= \$450 x 3 (material, planting, warrantee)=	\$1,350.
(200) Ostrich Fern x \$5.00 wholesale= \$600 x 3 (material, planting, warrantee)=	\$1,800.
(200) Cinnamon Fern x \$5.00 wholesale= \$600 x 3 (material, planting, warrantee)=	<u>\$1,800.</u>

Total Plant Material Cost: \$8,775.

\$8,775. (plant material cost) x 10% contingency=	\$877.50
\$8,775. (plant material cost) x 15% longterm maintenance and monitoring=	<u>\$1,316.25</u>

Total Estimated Mitigation Budget Estimate= \$10,968.75

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

Thank you,



Seth Ticehurst, RLA

CASH BOND AGREEMENT

WHEREAS, David and Lisa Graff, is present owner of Property known as 3 Middle Patent Road, Armonk, New York 10504,

WHEREAS Owner wishes to post a sum of money with the Town of North Castle (“the Town”) to insure the maintenance of certain plantings as presented in the approved Wetland Mitigation Plan WM-1 dated 12/21/20 (the “Plantings”) in accordance with the approving Planning Board Resolution, dated April 26, 2021;

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, Owner hereby agree as follows:

1) Simultaneously herewith, Owner has posted with the Town the sum of \$10,968.75 as a cash maintenance bond as security for the full, faithful and prompt performance and compliance with all covenants and conditions undertaken by David and Lisa Graff to be performed in connection with the Plantings as more fully set forth in said Resolution which is incorporated herein by reference and made apart hereof. More specifically, of the \$10,968.75, \$9,652.50 is a Planting Bond which will be released upon successful completion of the work. The remaining \$1,316.25 is for the 5 year monitoring of the mitigation plant material which will be released after the successful completion of the monitoring period.

2) If Owner does not satisfactorily maintain the Plantings for a period of five years from the date of this instrument, then the Town is authorized to enter onto the Property as described in said Resolution to the extent necessary to perform the work and on such occasion to draw upon and to expend all or a portion of the cash bond posted with the Town to perform such work. However, if the actual cost of such work is in excess of the cash bond posted hereunder, Owners shall be responsible for and pay any deficiency, upon five (5) days written notice from the Town. Any such deficiency which shall remain unpaid after five (5) days written notice form the Town, shall be a lien against the Property and collectable against the Property in the same manner as real property taxes. In addition, there shall be added to the amount of such deficiency, interest thereon at the maximum legal rate and the cost of collection thereof including the Town’s reasonable attorneys’ fees.

3) The Owner may assign this Maintenance Bond and its duties to the New Homeowner, provided owner delivers to the Town an assignment and assumption of this cash bond agreement duly executed by the new owner. The funds then held by the Town, may be claimed by the New Homeowner when the property is conveyed and the performance requirements fulfilled. No assignment will release Owner of any of its obligations under this agreement or the resolution.

4) Upon completion of said Plantings and upon the maintenance thereof for a period of five years, the Town shall refund to Owner or the Assignee the remaining balance of said deposit, together with any accrued interest.

Dated: _____

OWNER: _____

BY: _____

TOWN OF NORTH CASTLE

BY: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK }
 } S.S.:
COUNTY OF WESTCHESTER }

On this _____ day of _____, 2021, before me personally came
_____, to me known, and known to me to be the person
described in and who executed the within instrument and he/she duly acknowledged to me
that he/she executed the same for the purpose herein mentioned.

Notary Public