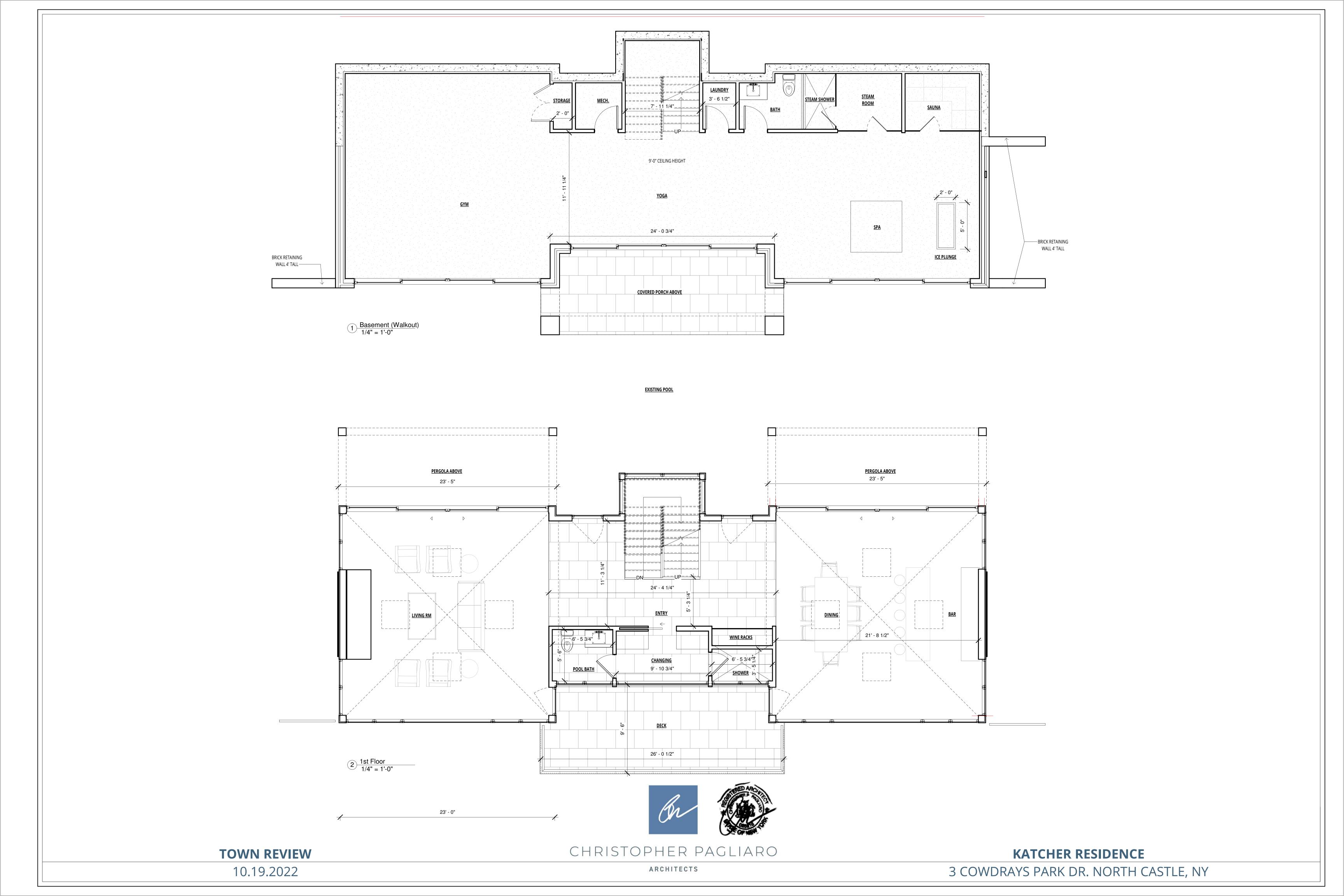


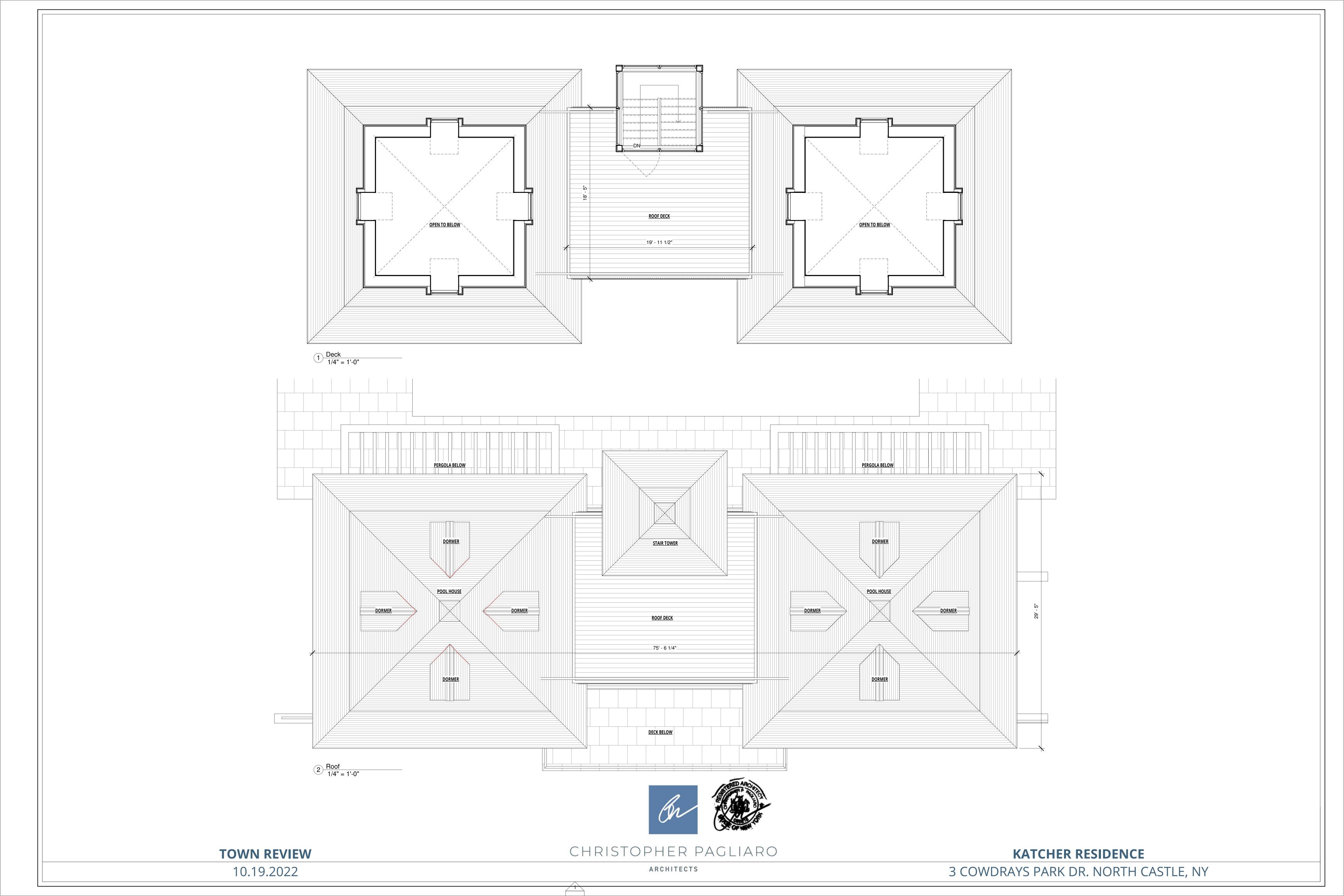




CHRISTOPHER PAGLIARO

TOWN REVIEW









TOWN REVIEW

10.19.2022

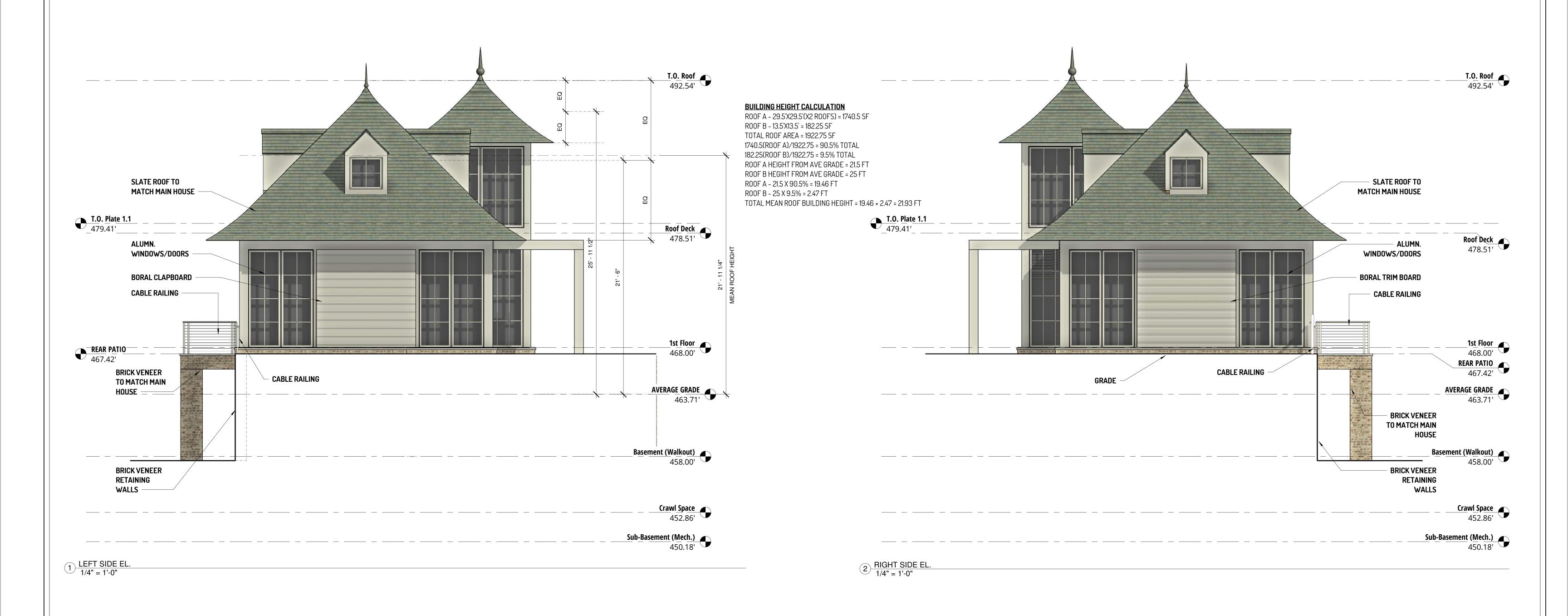
CHRISTOPHER PAGLIARO





TOWN REVIEW

10.19.2022





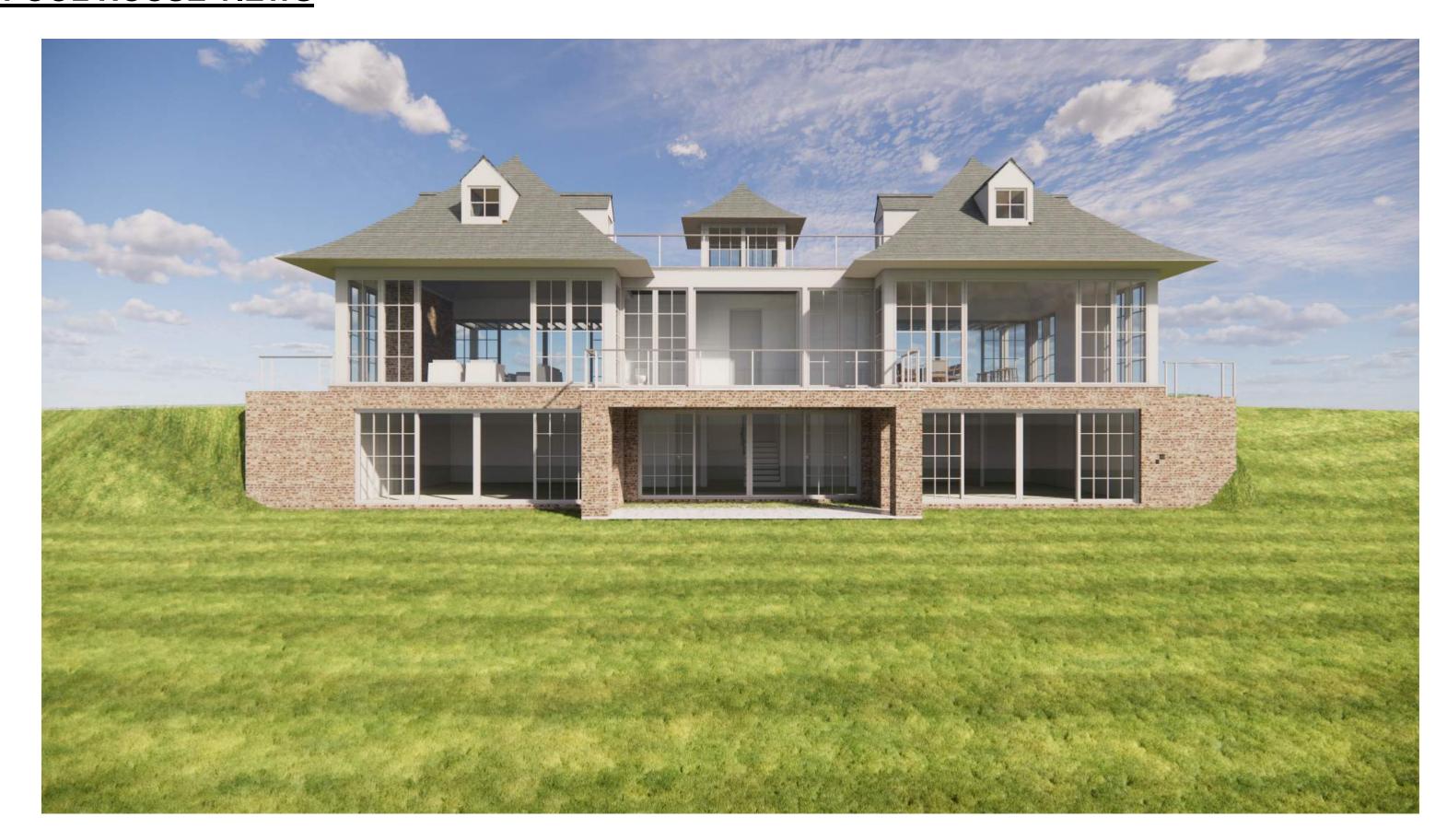
10.19.2022





PROPOSED FRONT POOL HOUSE VIEWS





PROPOSED REAR POOL HOUSE VIEWS



CHRISTOPHER PAGLIARO

TOWN REVIEW







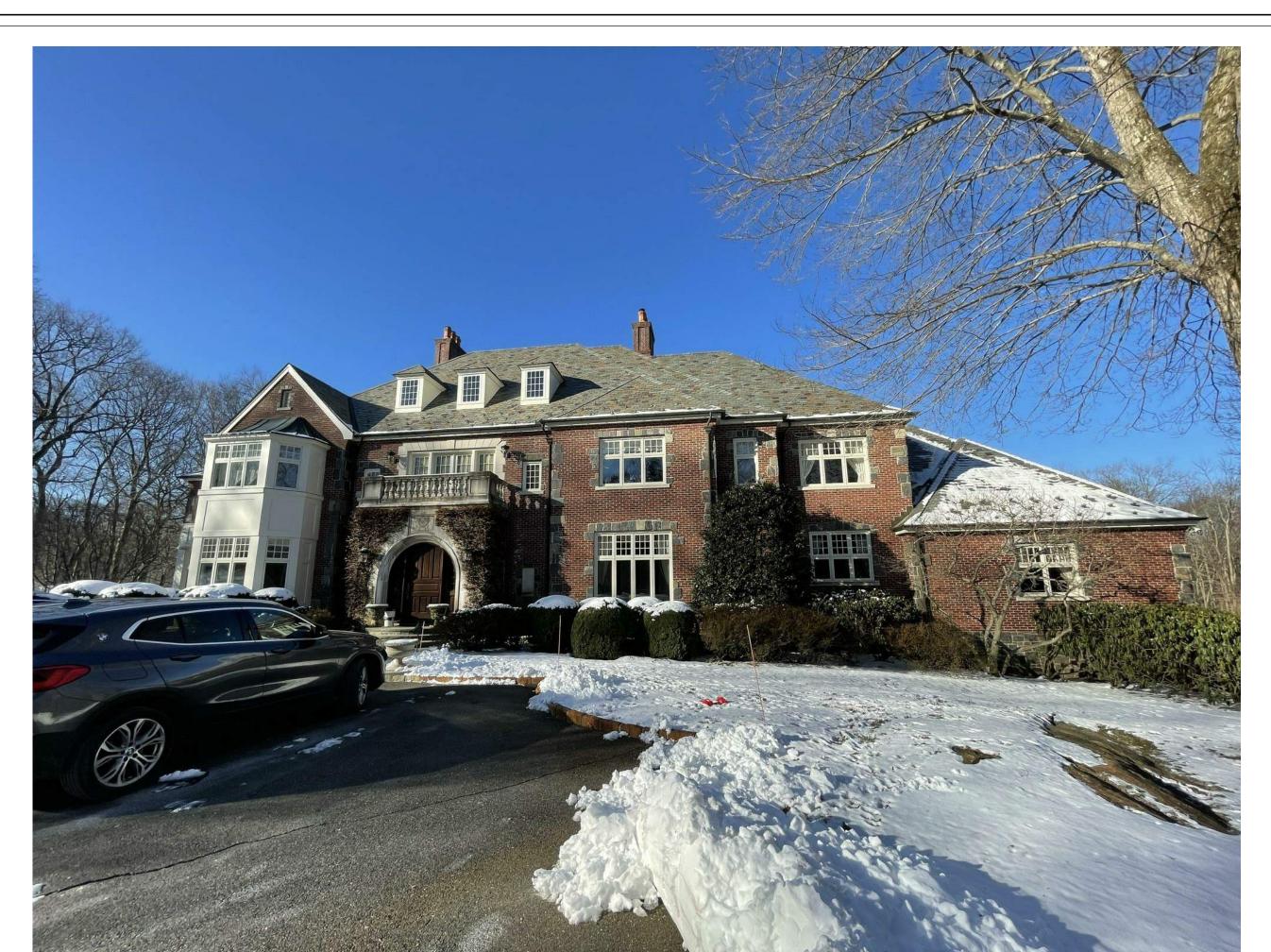
PRECEDENT IMAGES - METAL WINDOWS & DOORS



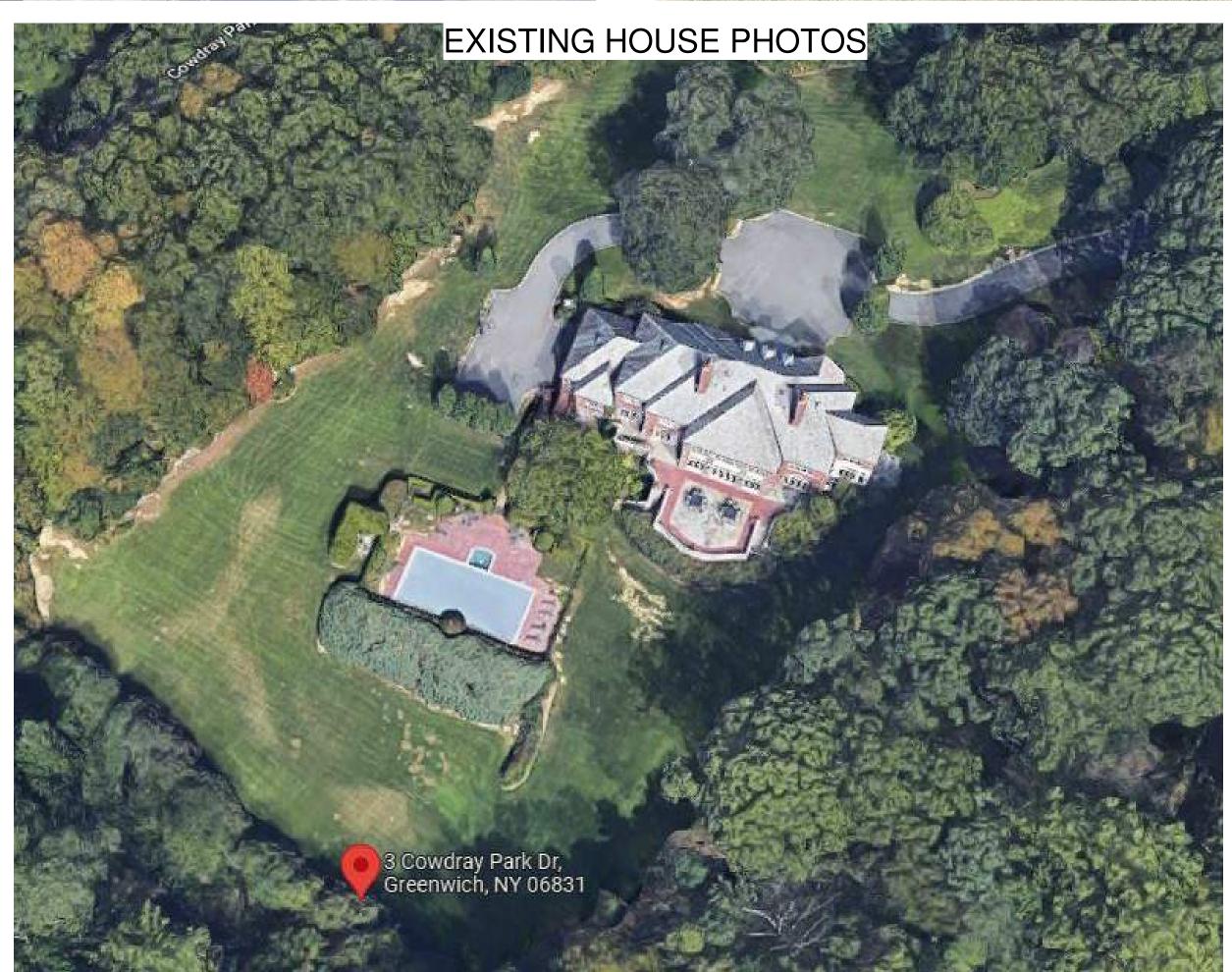
PRECEDENT GLASS TOWER EXAMPLE AT 2 COWDRAY PARK DR.



TOWN REVIEW

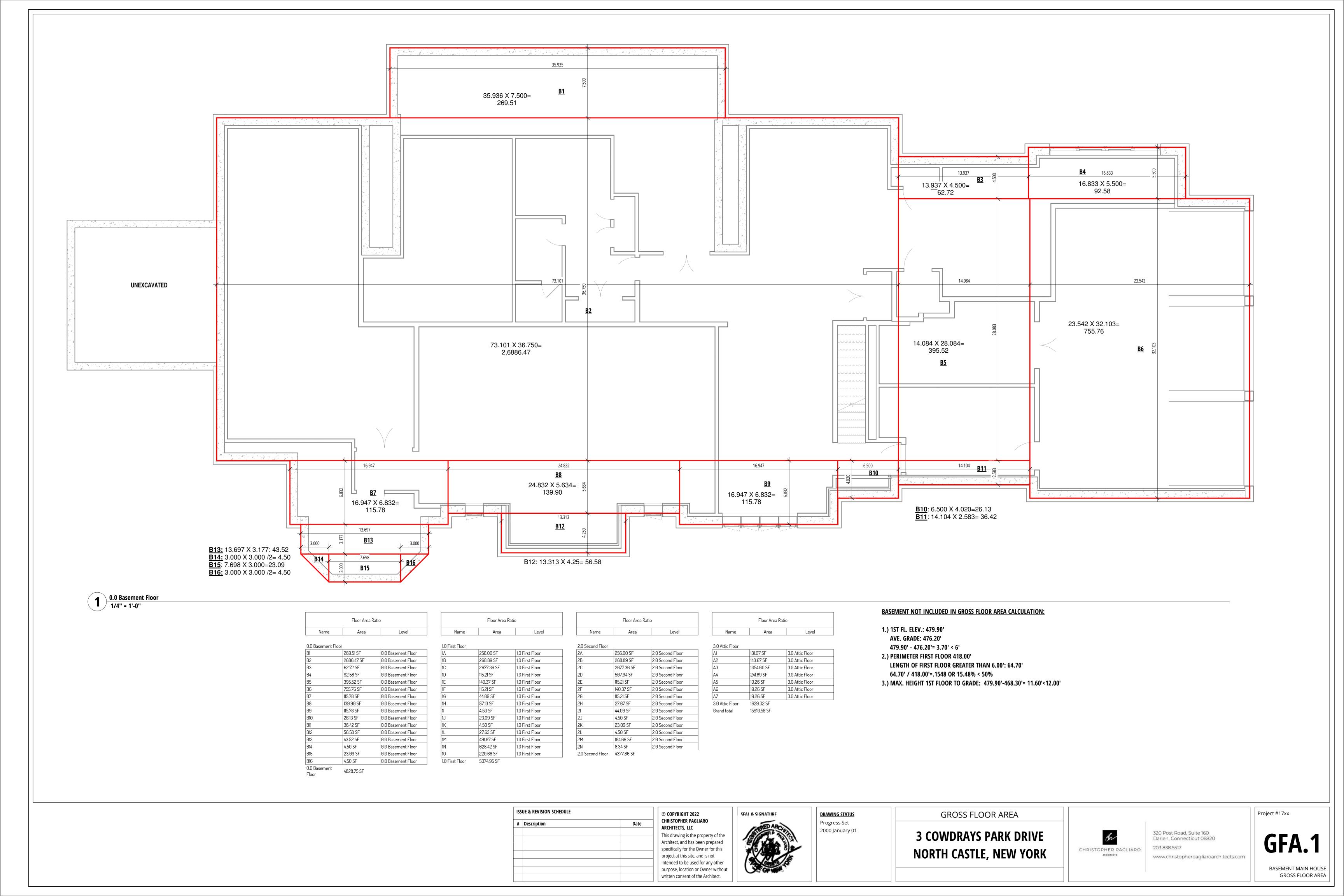


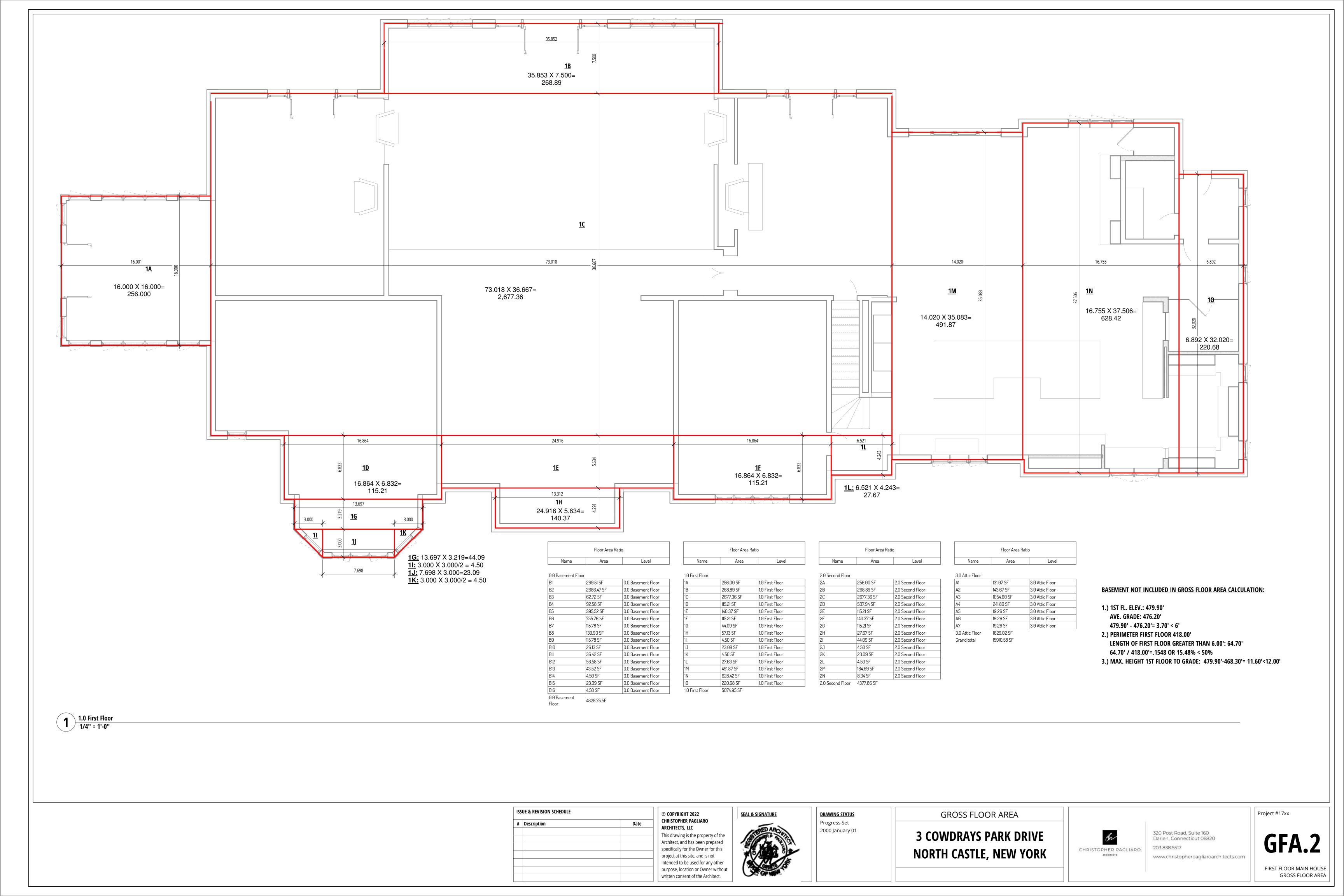


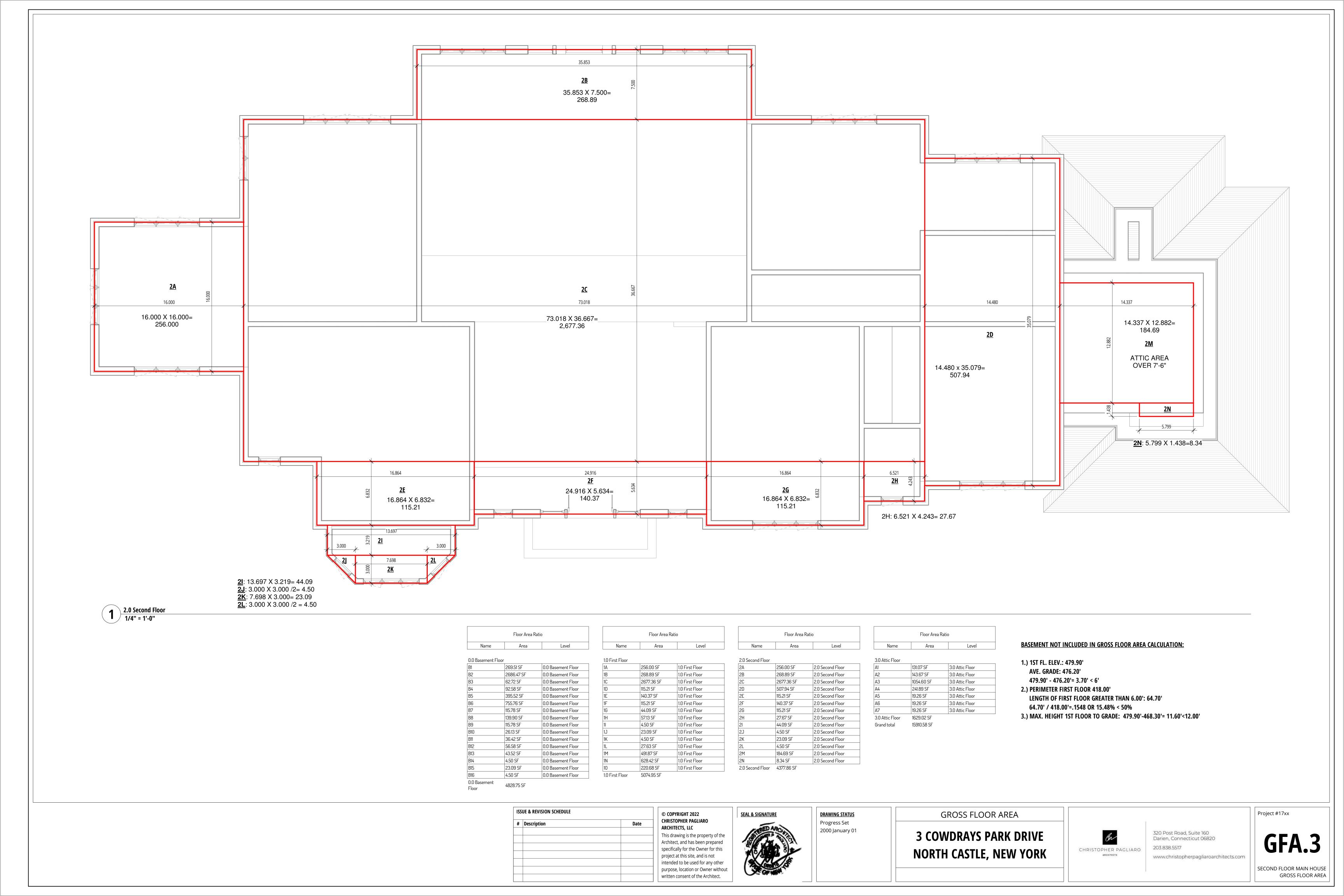


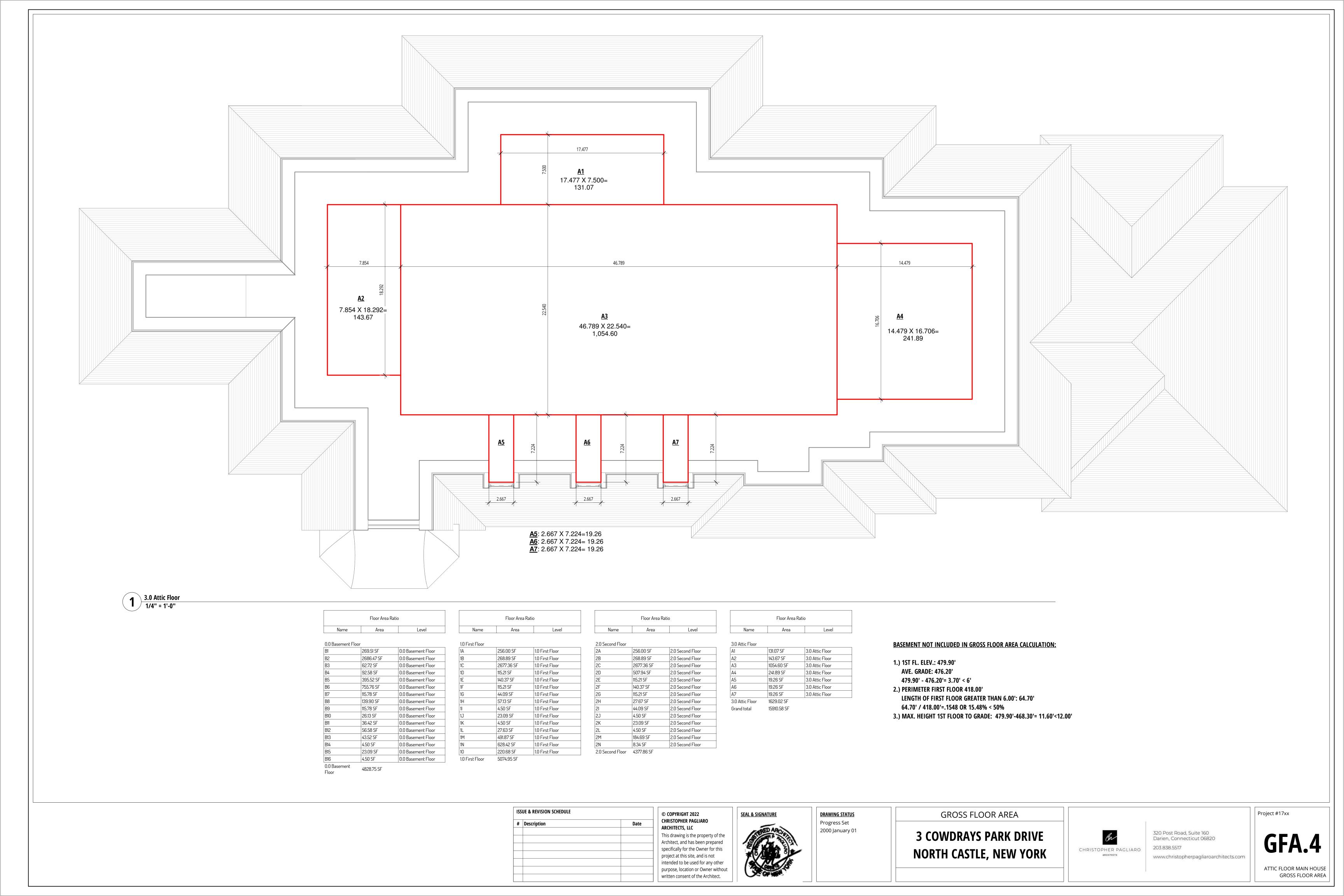


10.19.2022









SUB-BASEMENT (MECHANICAL) NOT INCLUDED IN GROSS FLOOR AREA CALCULATION:

CRAWL SPACE CEILING HEIGHT: 4.00' SUB-BASEMENT CEILING HEIGHT: 7.00' 7.00' < 7.50'; THEREFORE NOT IN CALCULATION SUB-BASEMENT ELEV.: 450.18' LOWEST ELEV. @ BUILDING PERIMETER: 457.50'

SUB-BASEMENT (MECHANICAL) ENTIRELY BELOW GRADE, NO WINDOWS

A.) BASEMENT (WALKOUT) ELEV.: 458.00' (FLOOR ABOVE SUB-BASEMENT) AVE. GRADE: 463.7'

458.00' - 463.71'= -5.71' < 6'

B.) PERIMETER BASEMENT (WALKOUT) 206.18'

LENGTH OF BASEMENT (WALKOUT) GREATER THAN 6.00' ABOVE GRADE: 0.00' 0.00' / 206.18'=.0000 OR 00.00% < 50%

C.) BASEMENT (WALKOUT) ELEV.: 458.00' (FLOOR ABOVE SUB-BASEMENT) LOWEST ELEV. @ BUILDING PERIMETER: 457.50'

458.00' - 457.50'= 0.50' < 12'

BASEMENT (WALKOUT) NOT INCLUDED IN GROSS FLOOR AREA CALCULATION:

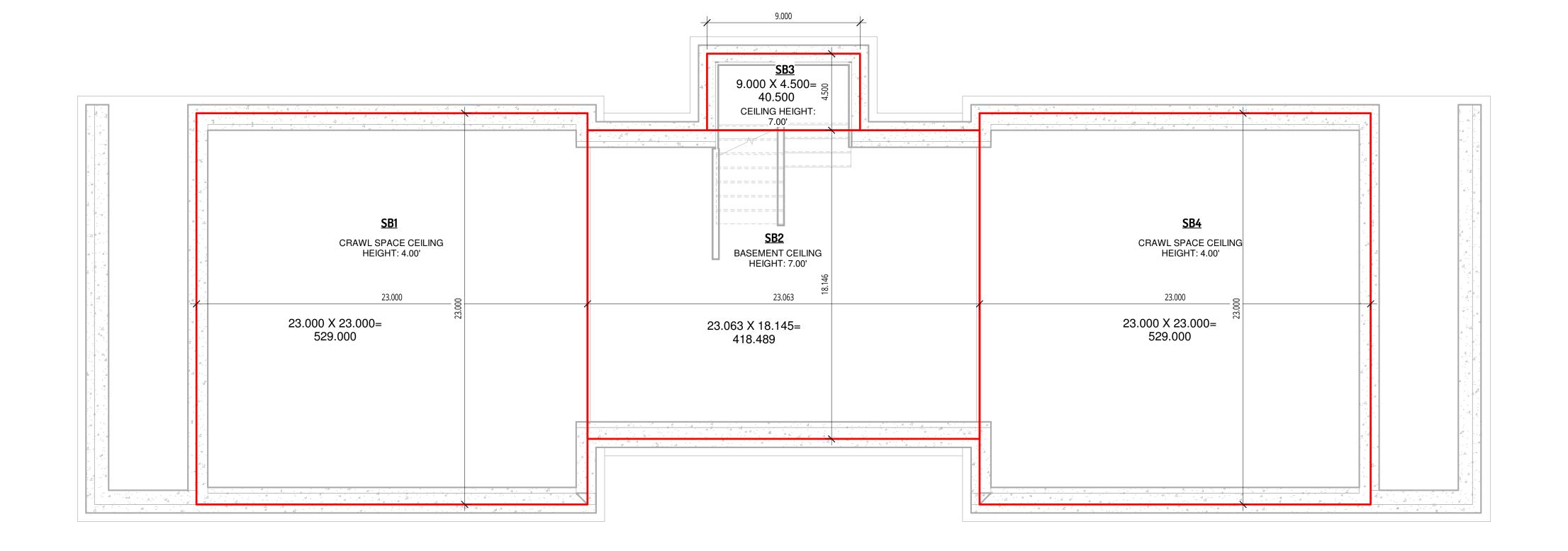
A.) FIRST FLOOR ELEV.: 468.00' (FLOOR ABOVE BASEMENT) AVE. GRADE: 463.7' 468.00' - 463.71'= 4.29' < 6'

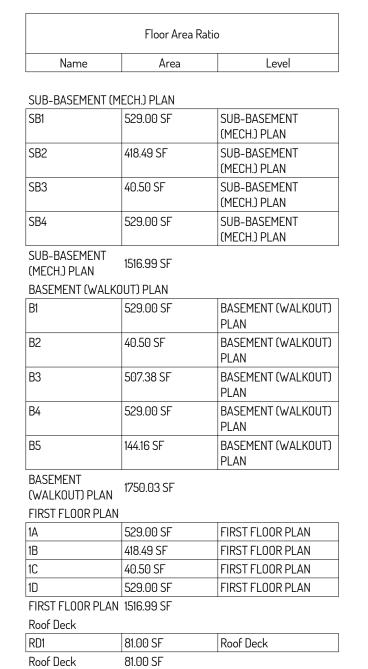
B.) PERIMETER FIRST FLOOR 206.18' LENGTH OF FIRST FLOOR GREATER THAN 6.00' ABOVE GRADE: 80.10'

80.10' / 206.18'=.3884 OR 38.84% < 50%

C.) FIRST FLOOR ELEV.: 468.00' (FLOOR ABOVE BASEMENT (WALKOUT) LOWEST ELEV. @ BUILDING PERIMETER: 457.50'

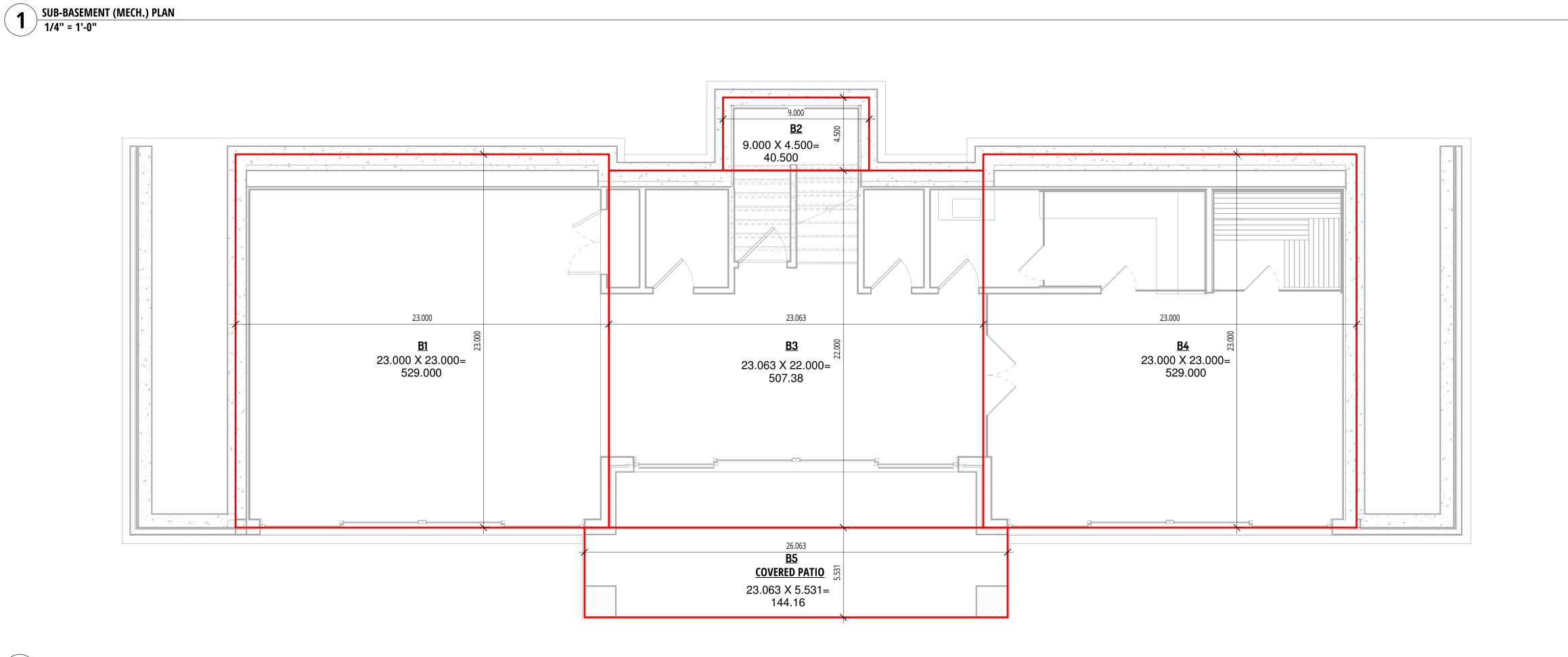
468.00' - 457.50'= 10.50' < 12'





4865.01 SF

Grand total



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> THIS DRAWING IS THE PROPERTY OF THE ARCHITECT, AND HAS BEEN PREPARED SPECIFICALLY FOR THE OWNER FOR THIS PROJECT AT THIS SITE, AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE, LOCATION OR OWNER WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

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SEAL & SIGNATURE



DRAWING STATUS

Issue Date

3 COWDRAY PARK DRIVE NORTH CASTLE, NEW YORK

BASEMENT / GROUND FLOOR PLAN PROPOSED POOL HOUSE GROSS FLOOR AREA CALCULATION

BASEMENT (WALKOUT) PLAN
1/4" = 1'-0"

SUB-BASEMENT (MECHANICAL) NOT INCLUDED IN GROSS FLOOR AREA CALCULATION:

CRAWL SPACE CEILING HEIGHT: 4.00' SUB-BASEMENT CEILING HEIGHT: 7.00' 7.00' < 7.50'; THEREFORE NOT IN CALCULATION SUB-BASEMENT ELEV.: 450.18' LOWEST ELEV. @ BUILDING PERIMETER: 457.50' SUB-BASEMENT (MECHANICAL) ENTIRELY BELOW GRADE, NO WINDOWS

A.) BASEMENT (WALKOUT) ELEV.: 458.00' (FLOOR ABOVE SUB-BASEMENT)

AVE. GRADE: 463.7'

458.00' - 463.71'= -5.71' < 6'

B.) PERIMETER BASEMENT (WALKOUT) 206.18'

LENGTH OF BASEMENT (WALKOUT) GREATER THAN 6.00' ABOVE GRADE: 0.00' 0.00' / 206.18'=.0000 OR 00.00% < 50%

C.) BASEMENT (WALKOUT) ELEV.: 458.00' (FLOOR ABOVE SUB-BASEMENT) LOWEST ELEV. @ BUILDING PERIMETER: 457.50'

458.00' - 457.50'= 0.50' < 12'

BASEMENT (WALKOUT) NOT INCLUDED IN GROSS FLOOR AREA CALCULATION:

A.) FIRST FLOOR ELEV.: 468.00' (FLOOR ABOVE BASEMENT) AVE. GRADE: 463.7'

468.00' - 463.71'= 4.29' < 6'

B.) PERIMETER FIRST FLOOR 206.18'

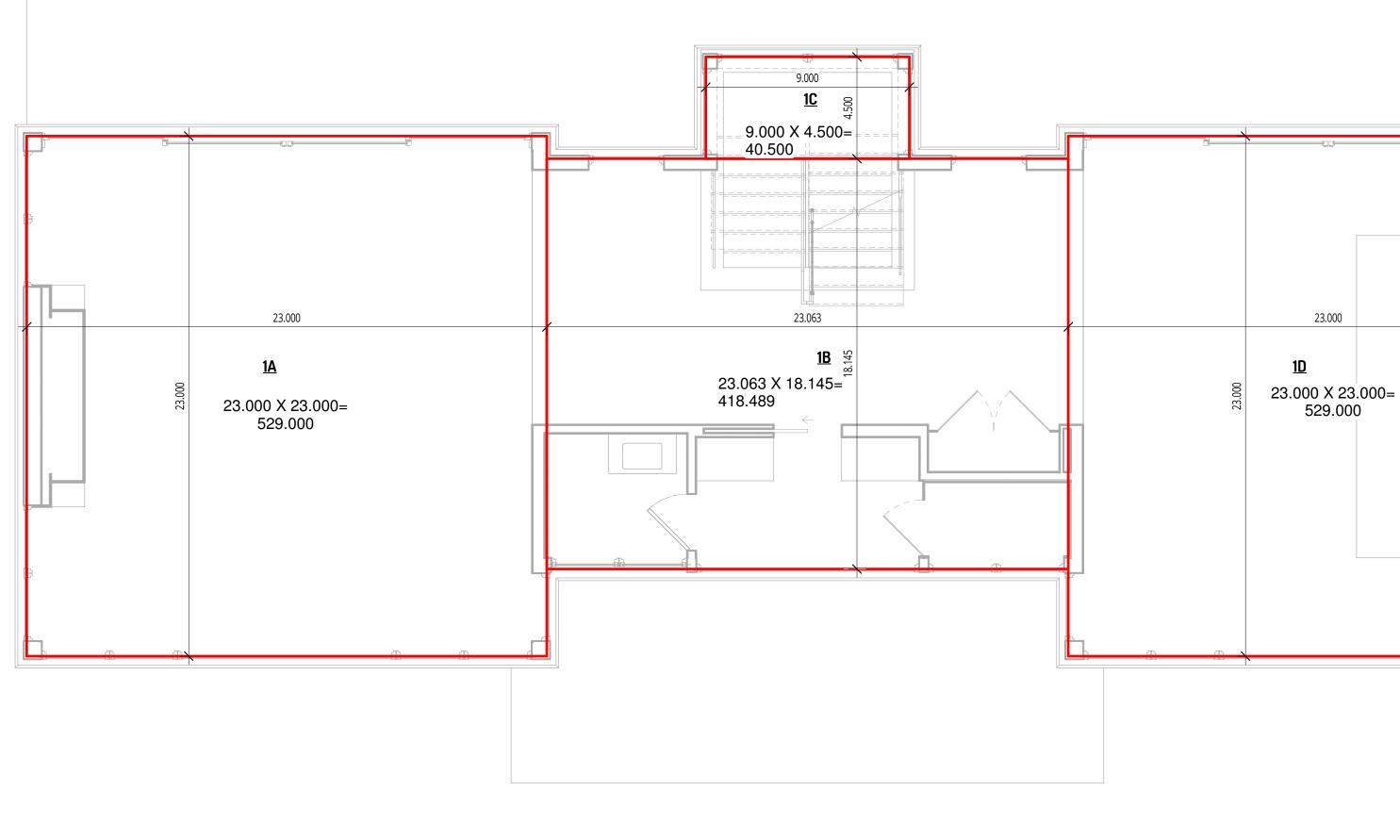
LENGTH OF FIRST FLOOR GREATER THAN 6.00' ABOVE GRADE: 80.10'

80.10' / 206.18'=.3884 OR 38.84% < 50%

C.) FIRST FLOOR ELEV.: 468.00' (FLOOR ABOVE BASEMENT (WALKOUT)

LOWEST ELEV. @ BUILDING PERIMETER: 457.50'

468.00' - 457.50'= 10.50' < 12'



Floor Area Ratio				
Name	Level			
SUB-BASEMENT (MECH.) PLAN				
SB1	529.00 SF	SUB-BASEMENT (MECH.) PLAN		
SB2	418.49 SF	SUB-BASEMENT (MECH.) PLAN		
SB3	40.50 SF	SUB-BASEMENT (MECH.) PLAN		
SB4	529.00 SF	SUB-BASEMENT (MECH.) PLAN		

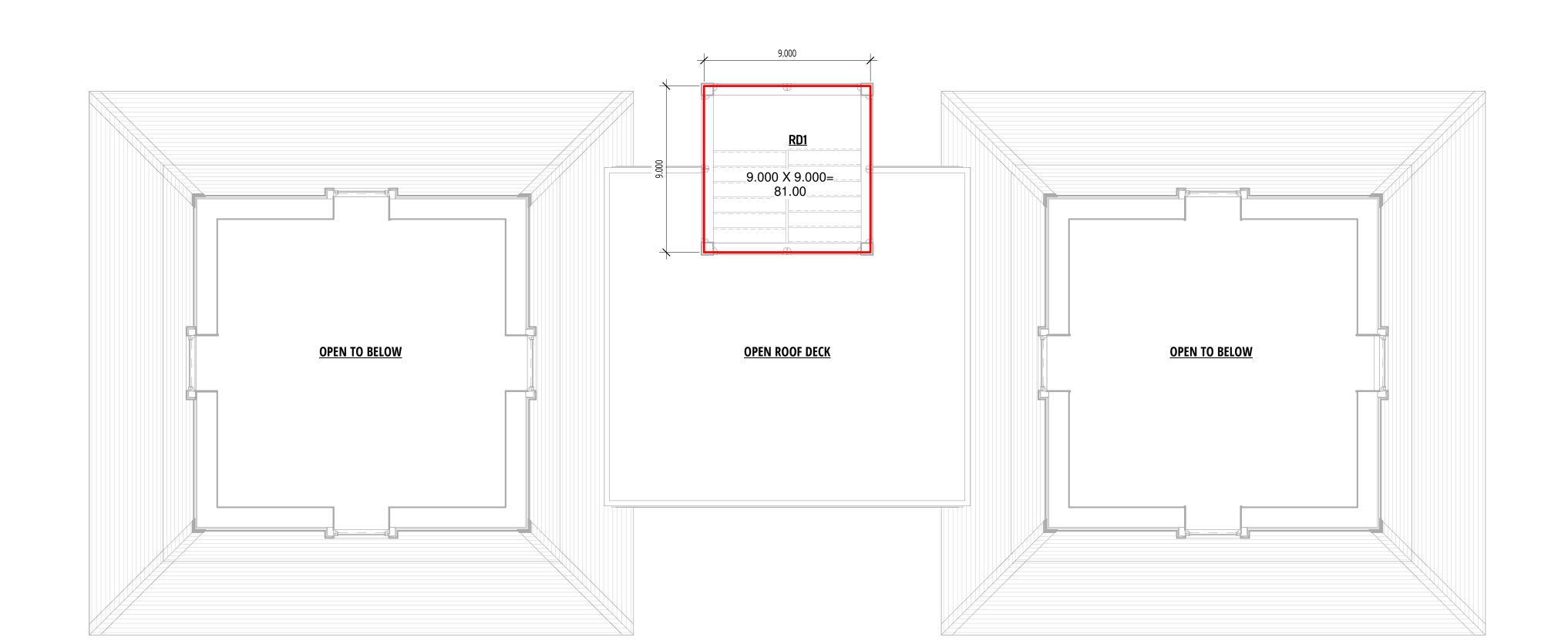
SUB-BASEMENT 1516 99 SF

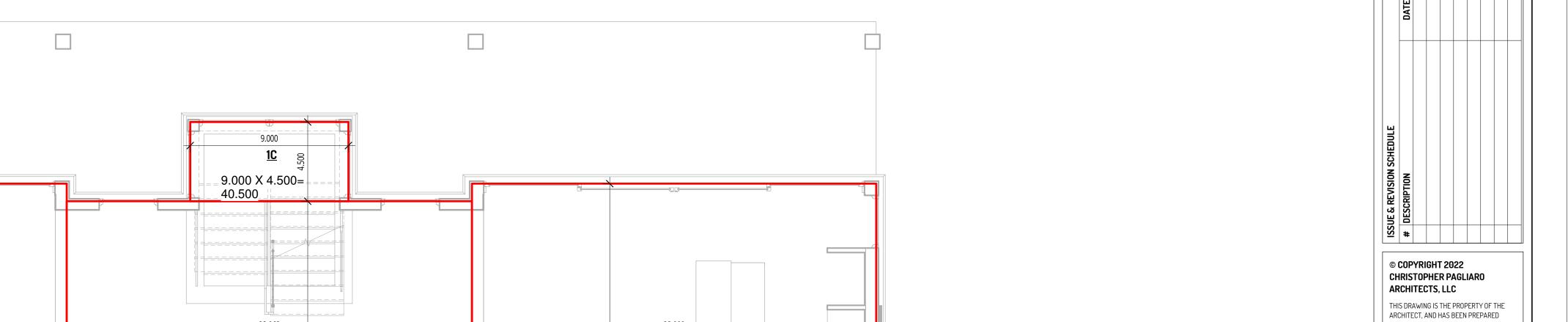
(MECI	H.) PLAN	1516.99 51	
BASE	MENT (WALKO	IUT) PLAN	
B1		529.00 SF	BASEMENT (WALKOUT) PLAN
B2		40.50 SF	BASEMENT (WALKOUT) PLAN
B3		507.38 SF	BASEMENT (WALKOUT) PLAN
B4		529.00 SF	BASEMENT (WALKOUT) PLAN
B5		144.16 SF	BASEMENT (WALKOUT)

BASEMENT (WALKOUT) PLAN 1750.03 SF

FIRST FLOOR PLAN			
1A	529.00 SF	FIRST FLOOR PLAN	
1B	418.49 SF	FIRST FLOOR PLAN	
1C	40.50 SF	FIRST FLOOR PLAN	
1D	529.00 SF	FIRST FLOOR PLAN	
FIRST FLOOR PLAN 1516.99 SF			

FIRST FLOOR PLAN	1516.99 SF	
Roof Deck		
RD1	81.00 SF	Roof Deck
Roof Deck	81.00 SF	
Grand total	4865 01 SF	





23.000

SPECIFICALLY FOR THE OWNER FOR THIS PROJECT AT THIS SITE, AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE, LOCATION OR OWNER WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

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SEAL & SIGNATURE

AGREEMENT.



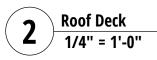
DRAWING STATUS

Issue Date

3 COWDRAY PARK DRIVE NORTH CASTLE, NEW YORK



FIRST FLOOR / PLAN @ ROOF DECK PROPOSED POOL HOUSE GROSS FLOOR AREA CALCULATION



FIRST FLOOR PLAN

[/] 1/4" = 1'-0"



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

FLOOR AREA CALCULATIONS WORKSHEET

Application Name or Identifying Title: 30		_3 Cowdray Park Drive	Date: <u>06.14.20</u> 23
Tax N	Map Designation or Proposed Lot No.:	102.04-1-24	
Floor	Area		
1.	Total Lot Area (Net Lot Area for I	ots Created After 12/13/06):	12.4674 acres
2.	Maximum permitted floor area (pe	er Section 355-26.B(4)):	24,672.2 s.f.
3.	Amount of floor area contained wi 5,074.95 existing + 0		<u>5,074.95 s.f.</u>
4.	Amount of floor area contained wi 4,377.86 existing + 0		4,377.86 s.f.
5.	Amount of floor area contained wi		0 s.f.
6.	Amount of floor area contained wi	thin porches capable of being enclosed: _ proposed =	0 s.f.
7.	Amount of floor area contained wi	thin basement (if applicable – see definition): _ proposed =	0 s.f.
8.	Amount of floor area contained wi <u>1,629.02</u> existing + <u>0</u>	thin attic (if applicable – see definition): _ proposed =	<u>1,629.02 s</u> .f.
9.	Amount of floor area contained wi existing +1,597.9		1,597.99 s.f.
10.	Proposed floor area: Total of Line	$4 \times 3 - 9 = 4 \times 10^{-1}$	12,679.82 s.f. < 24,672.2 s.f
and th		our proposal complies with the Town's maximal Project Review Committee for review. If Linwn's regulations.	
			06.14.2023
Signa	ture and Seal of Professional Preparin	g Worksheet	Date





TOWN OF NORTH CASTLE

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

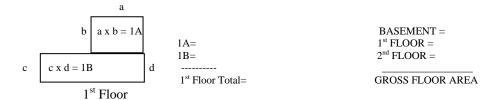
PLANNING DEPARTMENT Adam R. Kaufman, AICP Director of Planning

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

GROSS FLOOR AREA WORKSHEET

The following format is to be used for all applications for the purpose of demonstrating the gross floor area of a building or group of buildings as necessary to show compliance with a building or group of buildings as necessary to show compliance with floor area limitations of the Town Code or as otherwise necessary to illustrate the intended or potential use of a structure.

- 1. Scaled worksheets are to be prepared based upon floor plans which represent existing or proposed conditions as applicable to the particular circumstances of the approval being sought. All floor plans and worksheets are required to be prepared by a licensed or registered professional in the State of New York.
- 2. The floor area of each floor is to be divided into simple polygons (squares, rectangles, etc.) each being drawn on the plan. The area of each polygon is to be shown by providing the dimensions and resulting area measurement. Each polygon is to be assigned an identifying label for reference purposes.
- 3. A summary table for each floor is to be completed. The area of each polygon is to be listed by reference label then added, resulting in the floor area for the entire floor.
- 4. A similar summary table is to be provided listing the total floor are of each floor within the resulting floor area of each building.
- 5. Any exception of floor area from the gross floor area must be identified on the floor plans and summary tables. The rationale for any exception must accompany the floor area worksheets.
- 6. A schematic illustration of the format is shown below (or schematic illustration with areas calculated with CAD) .



LOT AREA, NET – Lot area minus seventy five (75) percent of the area of any wetlands, waterbodies and, watercourses, but excluding any adjacent areas, all as defined in Chapter 209 Wetlands and Drainage, of the Town Code, and the area of any steep slopes, as defined Chapter 340, except that in the case of one-family lots, the deduction for steep slopes shall be only fifty (50) percent.

FLOOR AREA, GROSS -- The sum of the horizontal areas of the several stories of the building or buildings, excluding any floor area used for off-street parking or loading purposes (except for one- and two-family residences), measured from the exterior walls or, in the case of a common wall separating two buildings, from the center line of such a common wall, and including any two-story or any enclosed porch, or one having a roof and capable of being enclosed. See the definition of "basement" for exclusion of basement/mechanical areas in nonresidential buildings from "floor area, gross." For one-and two-family residences, any attic space with a floor to ceiling height of 7.5 feet or greater shall be included as part of gross floor area, as shall those portions of any basement with a floor to ceiling height of 7.5 feet or greater if the basement is considered a "story" in accordance with one of the following three alternative measurements:

- A. Where the finished surface of the floor above the basement is more than six feet above average grade.
- B. Where the finished surface of the floor above the basement is more than six feet above the finished ground level for more than 50% of the total building perimeter.
- C. Where the finished surface of the floor above the basement is more than 12 feet above the finished ground level at any point along the building perimeter.

Lot Size	Maximum Permitted Gross Floor
Lot Size	Area for One-Family Dwellings and
	Accessory Buildings ¹
	(square feet)
7 1 7 000	
Less than 5,000 square feet	1,875 or 50% of the lot area,
	whichever is greater
5,000 to 9,999 square feet	2,500 plus 25% of the lot area in
	excess of 5,000 square feet
10,000 to 14,999 square feet	3,750 plus 20% of the lot area in
	excess of 10,000 square feet
15,000 square feet to 0.499	4,750 plus 15% of the lot area in
acres	excess of 15,000 square feet
0.5 to 0.749 acres	5,768 plus 10% of the lot area in
	excess of 0.5 acres
0.75 to 0.999 acres	6,856 plus 8% of the lot area in
	excess of 0.75 acres
1.0 to 1.499 acres	7,727 plus 6% of the lot area in
	excess of 1.0 acres
1.5 to 1.999 acres	9,034 plus 5% of the lot area in
	excess of 1.5 acres
2.0 to 3.999 acres	10,122 plus 4% of the lot area in
2.0 00 0.777 40100	excess of 2.0 acres
	CACCOS OF 2.0 defens
4.0 acres or more	13,607 plus 3% of the lot area in
	excess of 4.0 acres

^{*}Permitted gross floor area for two-family dwellings in the R-2F District shall be one-third (1/3) greater than that permitted for one-family dwellings.



GFA COMPLIANCE 3 COWDRAY PARK DRIVE NORTH CASTLE, NEW YORK JUNE 14, 2023

Existing Floor Area (Main House): 11,081.83 sf Proposed Pool House Floor Area: 1,598 sf

Total Floor Area: 12,679.83 sf

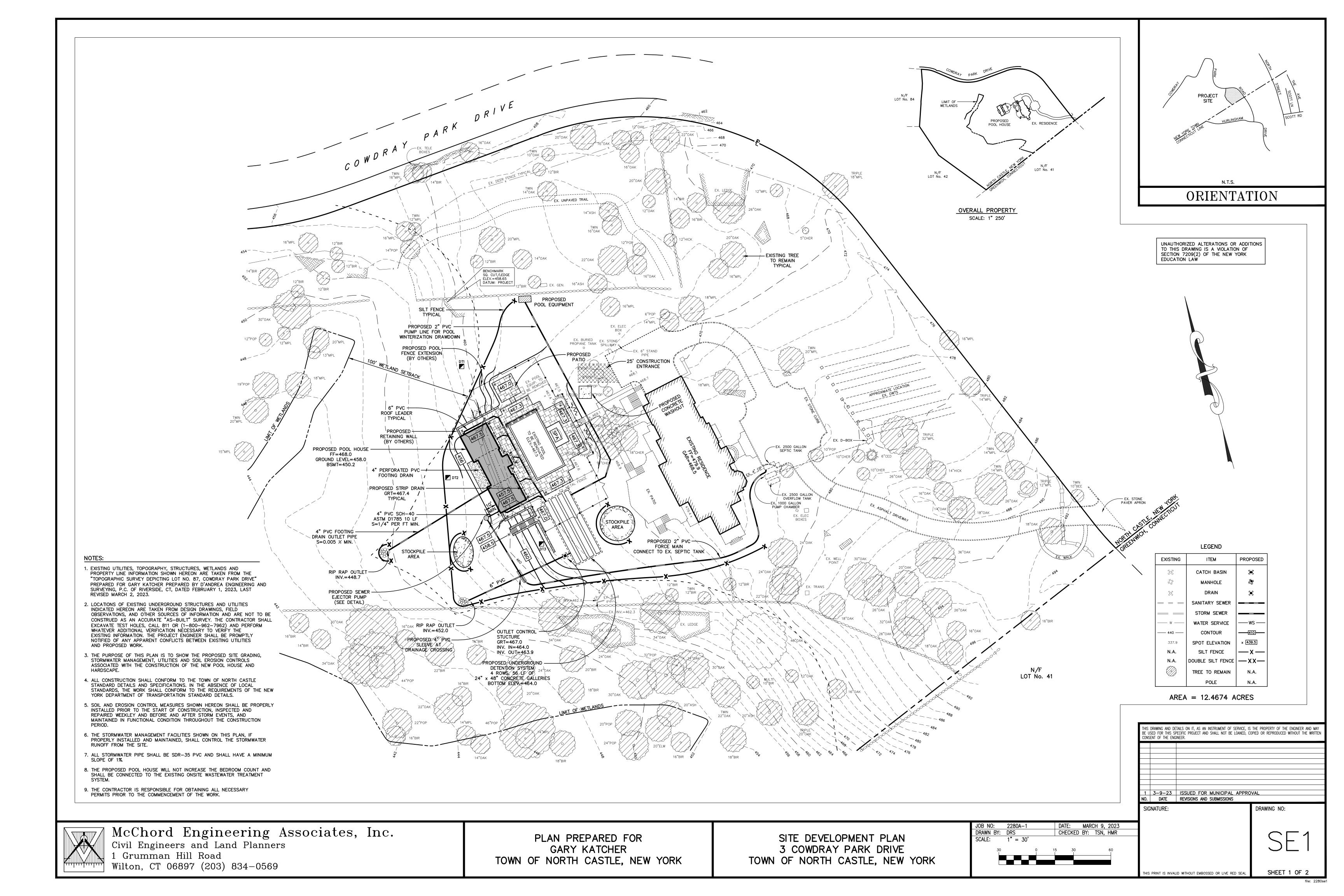
11,081.83 sf X 25% = 2,770.45 sf max. allowed for accessory building. 2,770.45 sf allowed > 1,598 sf proposed accessory building; complies to code.

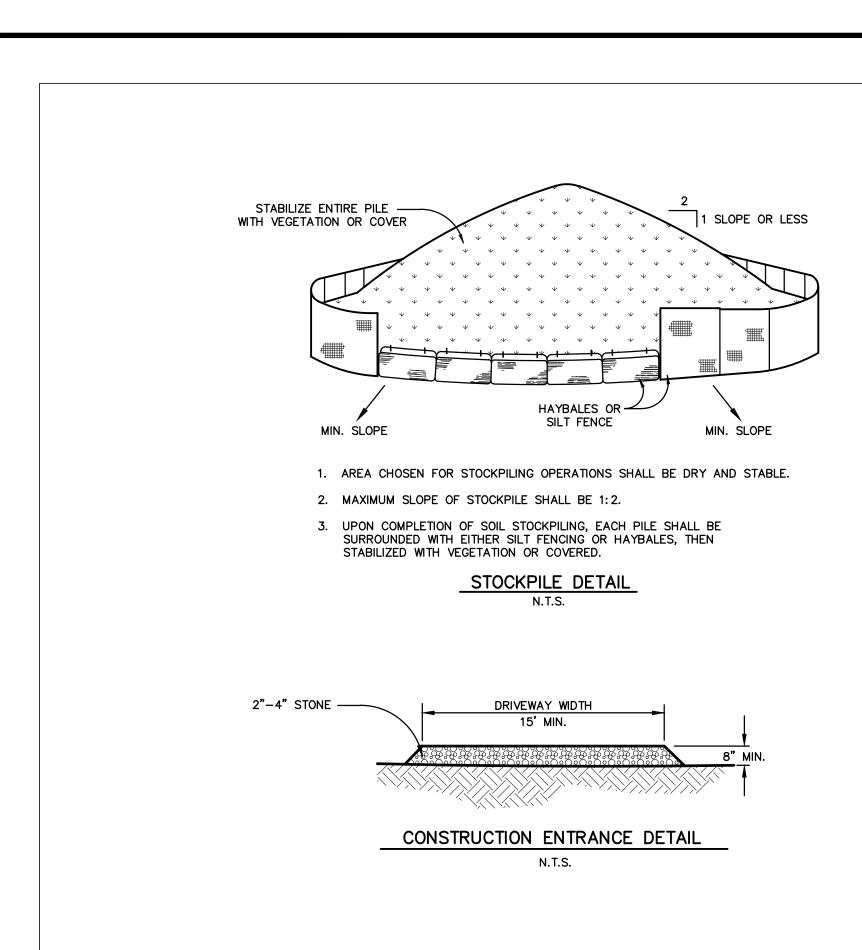
Notes:

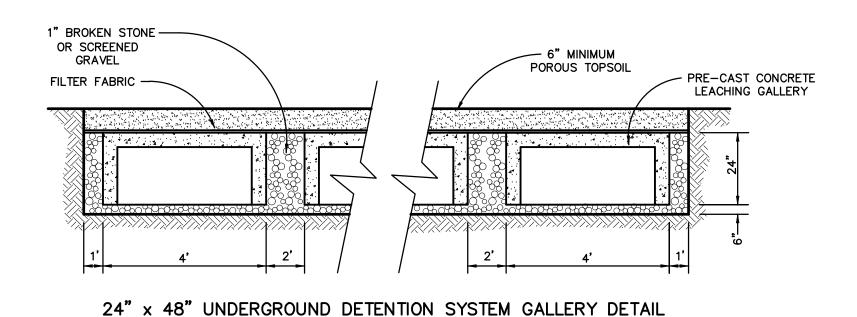
- 1.) Main house calculation includes double height space per definition.
- 2.) Main house calculation includes attic space over 7'-6" height.
- 3.) Main house basement not included in total calculation as it is not considered a story per the definition of Gross Floor Area:
 - A.) First Floor (floor above) to average grade less than 6.00'. 479.90' first floor elev. 476.20 average grade = 3.70'<6.00'.
 - B.) Percentage of First Floor (floor above) perimeter over 6.00' above average grade is less than 50%. first floor perimeter 418.00', length of First Floor wall greater than 6.00' above average grade: 64.70'; 64.70'/418.00'= .1548 or 15.48% < 50%.
 - C.) Finished surface of First Floor (floor above) is not greater than 12.00' to lowest ground level. First Floor (floor above) elev: 479.90', lowest ground level to main house: 468.30'. 479.90'-468.30'= 11.60' < 12.00'
- 4.) Pool house Sub-basement not included in pool house total as it is not considered a story per the definition of Gross Floor Area.
 - A.) Basement (Walkout) floor (floor above) to average grade less than 6.00'. Basement (Walkout) floor elevation: 458.00', average grade: 463.71'. 458.00'-463.71'= -5.71' < 6.00'
 - B.) Percentage of Basement (Walkout) (floor above) perimeter over 6.00' above average grade is less than 50%. Basement (Walkout) (floor above) perimeter: 206.18', length of Basement (Walkout) (floor above) wall greater than 6.00' above average grade: 0.00'. 0.00' / 206.18'= 0.00% < 50.00%
 - C.) Finished surface of Basement (Walkout) (floor above) is not greater than 12.00' to lowest ground level. Basement (Walkout) (floor above) elev.: 458.00', lowest ground elev. at building perimeter: 457.50'. 458.00' 457.50' = 0.50' < 12.00'

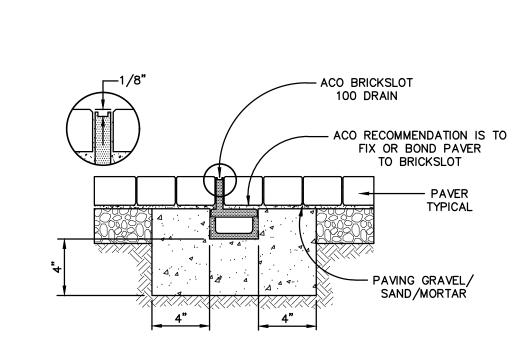
- D.) Sub-basement is entirely below grade, contains no windows and is devoted to mechanical equipment.
- 5.) Pool house Basement (Walkout) not included in pool house total as it is not considered a story per the definition of Gross Floor Area
 - A.) First Floor (floor above) to average grade is less than 6.00'. First Floor (floor above) elev.: 468.00', average grade elev.: 463.71'. 468.00'-463.71'= 4.29' < 6.00'
 - B.) Percentage of First Floor (floor above) perimeter over 6.00' above average grade is less than 50%. First Floor (floor above) perimeter: 206.18', length of First Floor (floor above) wall greater than 6.00' above average grade: 80.10'. 80.10' / 206.18' = .3884 or 38.84% < 50.00%.
 - C.) Finished surface of First Floor (floor above) is not greater than 12.00' to lowest ground level. First Floor (floor above) elev.: 468.00', lowest ground elev. at building perimeter: 457.50'. 468.00' 457.50' = 10.50' < 12.00'
- 6.) Area enclosing stair to Pool house roof deck included in calculation.











N.T.S.

NOTE: REFER TO MANUFACTURER SPECIFICATIONS FOR ADDITIONAL INFORMATION.

PAVER STRIP DRAIN DETAIL

MIRAFI SILT FENCE
OR EQUIVALENT

EXCAVATE, LAY SILT
FENCE FABRIC, AND
BACKFILL

FLOW

— SUPPORT POST 6' O.C. AS SPECIFIED BY MANUFACTURER

SILT FENCE DETAIL

8" MIN.

SAND BAGS TO SECURE
SHEETING OR METHOD
AS DIRECTED BY ENGINEER

SIDE SLOPES TO BE
2:1 OR 3:1 (NOMINAL)

10 MIL POLYETHYLENE
SHEETING

OF METHOD

OF METHOD

AS DIRECTED BY ENGINEER

OF METHOD

OF METHOD

EX. GROUND

EX. GROUND

OF METHOD

CONCRETE WASHOUT AREA

N.T.S.

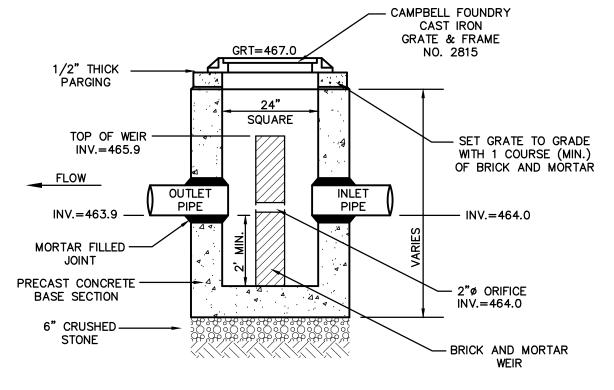
NOTES:

1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY

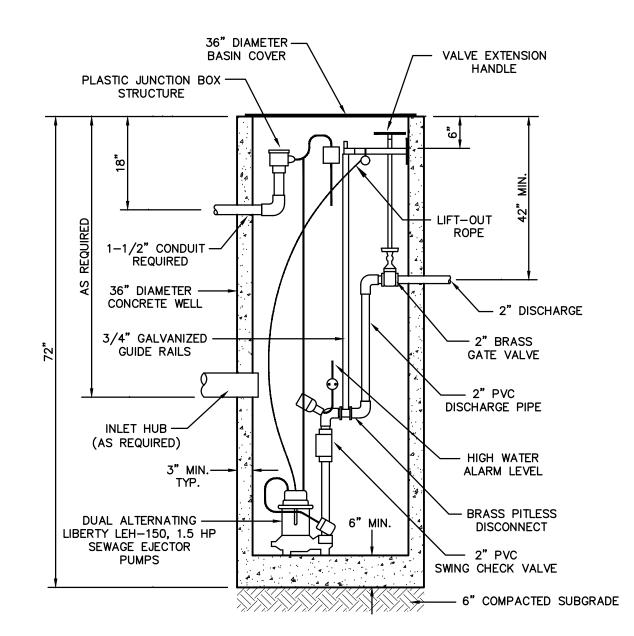
2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER. LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50' FROM ANY STREAM, WETLANDS, STORM DRAINS OR OTHER SENSITIVE RESOURCES. THE FLOOD CONTINGENCY PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.

SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.

- 3. SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, HAYBALES OR OTHER CONTROL MEASURES, AS APPROVED BY THE ENGINEER, SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT.
- 4. SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREAS(S) AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS. WASHOUT AREA(S) SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.
- 5. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TEARS OR OVERFLOWS. WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAIN.
- 6. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. THE WASTE CAN BE STORED AT AN UPLAND LOCATION, AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS AND CHIRELINES.



OUTLET CONTROL STRUCTURE DETAIL
N.T.S.



- 1. USE DUAL ALTERNATING LIBERTY LEH-150 SERIES, 1.5 HP HIGH HEAD SEWAGE EJECTOR PUMPS, 230 V, WITH 2" SOLID HANDLING CAPACITY AND 2" NPT DISCHARGE (52 gpm @ 55 tdh), OR EQUIVALENT.
- 2. THE SEWAGE BASIN SHALL HAVE A MINIMUM CAPACITY OF 40 GALLONS AND A MINIMUM DIAMETER OF 36".
- 3. THE FORCE MAIN SPECIFIED IS A 2" ASTM D1785 SCH-40 PVC PIPE, FITTED WITH A TEE BAFFLE AT THE SEPTIC TANK INLET. IT SHALL BE BURIED DEEP ENOUGH TO PREVENT FREEZING AND BE PITCHED BACKWARDS TOWARDS THE PUMP. A FULL-FLOW CHECK VALVE MUST BE INSTALLED AT THE PUMP DISCHARGE PIPE.

SEWAGE EJECTOR PUMP INSTALLATION DETAIL

TEST RESULTS:

DEEP TEST 1

DEEP TEST 2

DEEP TEST 3

O"-52" MISC FILL

O"-62" MISC FILL

O"-64" MISC FILL

NO MOTTLING
LEDGE @ 52"
NO LEDGE
NO GROUNDWATER

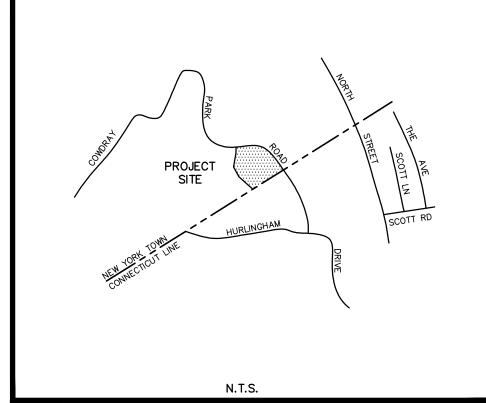
DEEP TEST 2

DEEP TEST 3

O"-64" MISC FILL

NO MOTTLING
NO LEDGE
NO LEDGE
GROUNDWATER @ 52"

NOTE: ALL DEEP TESTS WERE PERFORMED BY McCHORD ENGINEERING ASSOCIATES, INC. ON DECEMBER 1, 2022 AND WITNESSED BY PERSONNEL FROM KELLARD SESSIONS, THE TOWN OF NORTH CASTLE CONSULTING ENGINEER.



ORIENTATION

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

McChord Engineering Associates, Inc. Civil Engineers and Land Planners

1 Grumman Hill Road Wilton, CT 06897 (203) 834-0569 PLAN PREPARED FOR
GARY KATCHER
TOWN OF NORTH CASTLE, NEW YORK

CONSTRUCTION NOTES AND DETAILS
3 COWDRAY PARK DRIVE
TOWN OF NORTH CASTLE, NEW YORK

JOB NO: 2280A-1 DATE: MARCH 9, 2023

DRAWN BY: DRS CHECKED BY: TSN, HMR

SCALE: AS SHOWN

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1 3-9-23 ISSUED FOR MUNICIPAL APPROVAL
NO. DATE REVISIONS AND SUBMISSIONS

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McChord Engineering Associates, Inc.

Civil Engineers and Land Planners

1 Grumman Hill Road Wilton, CT 06897 (203) 834-0569

March 9, 2023

North Castle Planning Board 15 Bedford Road Armonk, NY 10504

Re:

Response to Engineer Review Comments Section 102.04, Block 1, Lot 24 3 Cowdray Park Drive, North Castle, NY

Dear North Castle Planning Board:

This letter is in response to engineering comments received by McChord Engineering Associates, Inc. in Memorandum prepared by Kellard Sessions Consulting, dated September 26, 2022. All responses are in reference to the attached documents prepared by this office, listed below.

- "Site Development Plan", Sheet SE1, dated March 9, 2023
- "Construction Notes and Details", Sheet SE2, dated March 9, 2023
- "Stormwater Management Report", dated March 9, 2023
- The project site includes New York State Department of Environmental Conservation (NYSDEC) and locally-regulated wetlands. Wetland boundaries have been illustrated on the project site plan which were delineated by Jay Fain and surveyed by D'Andrea Engineering & Surveying, P.C. in July 2011.

The applicant should acknowledge when the wetland boundary was last delineated. If the delineation did not occur recently, the area of wetlands adjacent to the work area should be re-delineated. Please notify our office once the wetland boundary is flagged for our verification of the boundary prior to the boundary being surveyed.

The applicant should also contact the NYSDEC for their confirmation of the NYSDEC regulated wetland boundary. A NYSDEC Validation Map should be provided. If the illustrated NYSDEC and local wetland boundary and setback is confirmed as presented, all proposed work will be outside of the regulated wetland setback and no Wetland Permit will be required.

Response – The project soil scientist, Jay Fain, visited the property on January 5, 2023 to verify the wetlands delineation shown on the survey. Personnel from NYSDEC was on-site to witness the verification. The inland wetlands delineation shown on the survey has not changed. The survey has been updated to reflect this date and a NYSDEC validation map

has been provided and approved via email. At the writing of this letter, hard copies are in the mail to NYSDEC.

- 2. The application proposes an increase in impervious surface. The applicant should prepare a stormwater mitigation plan which mitigates runoff generated by the net increase in impervious surface for the 25-year, 24-hour rainfall event. The project plans should include details of the stormwater mitigation system.
 - Response The Site Development Plan shows stormwater management measures to mitigate impacts from the increase in impervious area for storm events up to a 25-year storm. Refer to the Stormwater Management Report for additional information.
- 3. 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.
 Response Deep soil tests were performed and witnessed by Kellard Sessions personnel. Testing results are shown on the Site Development Plan. Percolation tests were not performed as infiltration would not be allowed in the design of the detention system due to the soil conditions.
- 4. The project plans should include existing stormwater collection piping and mitigation systems servicing the existing pool, residence and driveway.

 *Response There are no existing stormwater collection or mitigation systems on site. There is a roof leader discharge pipe for the residence and it is shown on the Site Development Plan.
- 5. The applicant is proposing the reconstruction of the existing pool terrace. The project plans should include the existing stormwater collection system for the existing terrace. If collection facilities do not exist, the applicant should show include terrace drains within the design. Response There are no stormwater collection system for the existing pool terrace. A slot drain is shown on the Site Development Plan to collect runoff from the proposed pool terrace between the pool and new pool house. The remainder of the pool terrace will sheet flow to the lawn conforming to existing conditions.
- Please provide a connection between the pool equipment and the proposed stormwater mitigation system for winterization pool discharge. Also provide computations confirming the proposed stormwater mitigation system has sufficient capacity to accept winterization drawdown.

Should an existing stormwater treatment system exist and the pool equipment is presently connected, please show on the plans.

Response – The proposed detention system is sufficiently sized to accept winterization drawdown from to pool. Computations are provided in the Stormwater Management Report.

3 Cowdray Park Drive March 9, 2023 Page 3/3

7. The Site Plan includes proposed grading within the rear of the proposed pool house. The project grading should be expanded to illustrate the proposed grade of the reconstructed pool terrace. Please also include upper and lower floor elevations of the proposed pool house.

Response – All proposed grading is shown on the Site Development Plan. Pool house elevations are included in the architectural drawing set.

- 8. Please provide a cut/fill analysis of the proposed site regrading. Response – A cut/fill analysis is attached to this letter.
- The project stormwater mitigation system should include an erosion and sediment control plan which mitigates impacts during construction. Please include erosion and sediment control details.

Response - The Site Development Plan includes erosion and sediment controls and details.

Please provide construction details of all proposed site and drainage improvements.
 Response – The Site Development Plan includes construction details for site and drainage improvements.

Sincerely,

Harry Rocheville, P.E.

Project Manager

Cc: Christopher Pagliaro, Christopher Pagliaro Architects

Peter Sciarretta, Hemingway Construction John Kellard P.E., Kellard Sessions Consulting

Cut Fill Analysis
3 Cowdray Park Drive, North Castle, NY

Total Cut (cy)	467		
Total Fill (cy)	al Fill (cy) 251		
Net Earthwork (cy)	216.0	CUT	



McChord Engineering Associates, Inc. Civil Engineers and Land Planners

1 Grumman Hill Road Wilton, CT 06897 (203) 834-0569

STORMWATER MANAGEMENT REPORT

Prepared For

PROPOSED SITE DEVELOPMENT

3 COWDRAY PARK DRIVE, NORTH CASTLE, NY

March 9, 2023

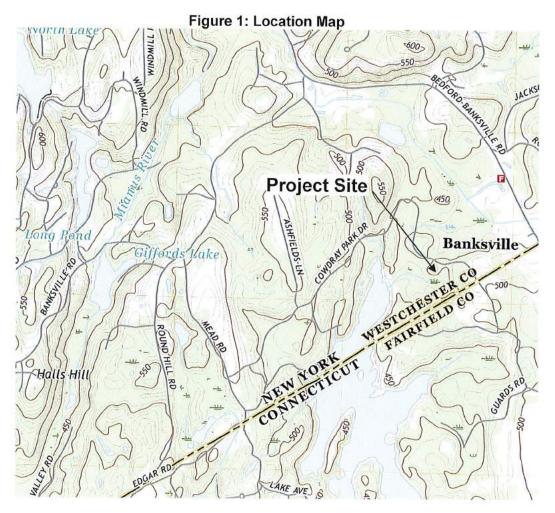


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1. Introduction

McChord Engineering Associates, Inc. has been commissioned by Gary Katcher to perform stormwater management computations for the proposed development at 3 Cowdray Park Drive in North Castle, New York. The property consists of 12.4674-acres and is located on the south side of Cowdray Park Drive. The property is within the Aquarion Water Company of CT-Greenwich public water supply watershed. Figure 1 shows the location of the property on the United States Geological Survey (USGS) map.



The property is currently developed with a single-family residence, driveway, pool and hardscape. The edges of the property are adjacent residences and Cowdray Park Drive. There are inland wetlands encompassing the southwestern half of the property. Topography on the site consists of gradual slopes that generally drain towards the inland wetlands. The property is currently served by an onsite septic system and municipal water service.

The proposed development consists of constructing a pool house and expanded hardscape adjacent to the existing pool in an area that currently exists as lawn. A stormwater management system will be installed to control runoff from the proposed development. Erosion and sedimentation controls will be installed prior to the start of any construction activity.

2. Scope of Study

This stormwater management report contains studies comparing peak rate of runoff between the existing conditions and the proposed development to ensure that the proposed development will have no adverse impact on adjoining property owners or downstream drainage systems. The site will be developed with its own on-site stormwater management system capable of controlling the increase in peak runoff. The drainage area for this analysis only included the area of the property upgradient from the inland wetlands on-site.

3. Analysis Methodology

Runoff was modeled with HydroCAD 8.50 software produced by HydroCAD Software Solutions LLC. This software uses the NRCS TR-20 method for analyzing stormwater runoff. Soil characteristics, cover conditions, slope, time of concentration, and historical rainfall data are all parameters that are utilized by this method. The analysis considered the 2, 5, 10 and 25-year storm events. Precipitation depth for each storm event was taken from the National Oceanic and Atmospheric Administration's (NOAA) Atlas 14 Point Precipitation Frequency Estimates specific to the subject property.

4. STORMWATER MANAGEMENT STRATEGY

Currently, there are no stormwater management measures on-site. Rooftop runoff from the residence is captured by roof leaders and discharged to daylight. Driveway runoff is not captured and flows overland through lawn via a leak off. Runoff from the remainder of the property including hardscape sheet flows to the inland wetlands following the topography.

The proposed stormwater management system maintains existing drainage patterns on the site. Rooftop runoff from the proposed pool house will be captured by roof leaders and conveyed to the underground detention system. Runoff from a portion of the pool hardscape will be captured by slot drains and conveyed to the underground detention system. The underground detention system will consist of twenty-eight (28) units of 24" high x 48" wide x 96" long precast concrete galleries surrounded by crushed stone with a storage capacity of approximately 1,951 cubic feet. Due to the existing soil conditions, the new detention system does not take credit for infiltration. An outlet structure with a low-flow orifice and overflow weir will be installed to control outflow from the detention system. Runoff from the remainder of the property will continue to sheet flow to the inland wetlands conforming to existing conditions.

Detailed information on the size and configuration of the proposed stormwater management measures is available on the most recent revision of the "Site Development Plan" prepared by this office. A Stormwater Facilities Maintenance Plan is also included in Appendix C.

5. Analysis & Results

Runoff from the subject drainage area was analyzed under existing and proposed conditions. Runoff from offsite areas will not be captured by the proposed stormwater management system and was therefore not factored into the analysis. The existing conditions analysis modeled the entire drainage area as a whole. The proposed conditions analysis divided the drainage area into area that is detained through the proposed detention system and undetained areas.

Using the NRCS TR-20 method, the peak rate of runoff for the 2, 5, 10 and 25-year storm event was computed for the site. Soils on the property were determined using the NRCS Web Soil Survey. Cover conditions were derived from site observations and the "Site Development Plan" prepared by this office, dated March 9, 2023. Soil testing was conducted in various locations on the property and in the area of the proposed stormwater management system. The soil testing showed levels of seasonal high groundwater across the site. The bottom of the detention system is designed to be located above the seasonal high groundwater level, but does not take credit for infiltration due to the underlying soil conditions. The resulting peak flow rates under both the existing and proposed conditions are summarized in Table 1. For detailed computations see Appendix A.

Table 1: Peak Flows

Storm	Existing	Proposed
Event	Rate (cfs)	Rate (cfs)
2-year	2.75	2.73
5-year	5.82	5.79
10-year	8.78	8.74
25-year	13.30	13.25

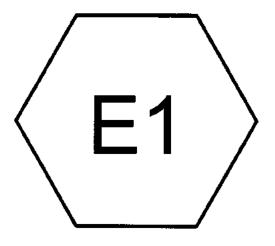
The analysis shows that there is no increase in the peak rate or volume of runoff from the property during any of the analyzed storm events. The detention system was also designed to have sufficient capacity to accept winterization drawdown discharge from the existing pool. For detailed computations see Appendix B.

6. Conclusions

Based on our analysis, McChord Engineering Associates, Inc. has demonstrated that the proposed stormwater management system will adequately control any increase in peak runoff from the proposed development at 3 Cowdray Park Drive in North Castle, New York. It is the opinion of this office and the conclusion of this report that the proposed site development will have no adverse impacts to the adjoining property owners, the inland wetlands or any downstream drainage systems.

APPENDIX A:

PEAK FLOW COMPUTATIONS



Entire Area of Study









Existing Conditions - 3 Cowdray Park Drive
Prepared by McChord Engineering Associates, Inc.
HydroCAD® 8.50 s/n 004801 © 2007 HydroCAD Software Solutions LLC

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Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
94,745	55	Woods, Good, HSG B (E1)
130,565	61	>75% Grass cover, Good, HSG B (E1)
10,100	98	Driveway (E1)
3,525	98	Hardscape (E1)
1,725	98	Pool Patio (E1)
1,190	98	Pool/Spa (E1)
5,255	98	Residence (E1)
247,105		TOTAL AREA

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Summary for Subcatchment E1: Entire Area of Study

Runoff = 13.30 cfs @ 12.17 hrs, Volume=

51,850 cf, Depth= 2.52"

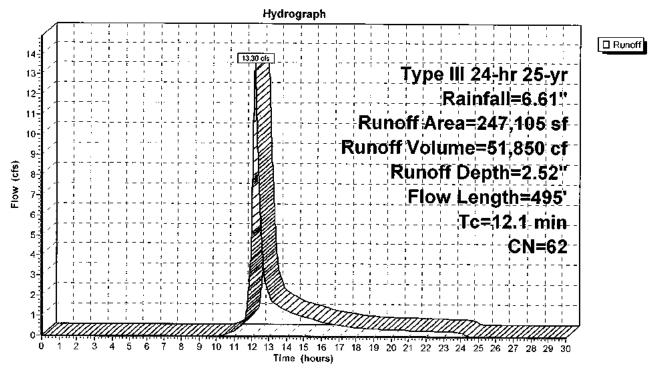
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs Type III 24-hr 25-yr Rainfali=6.61"

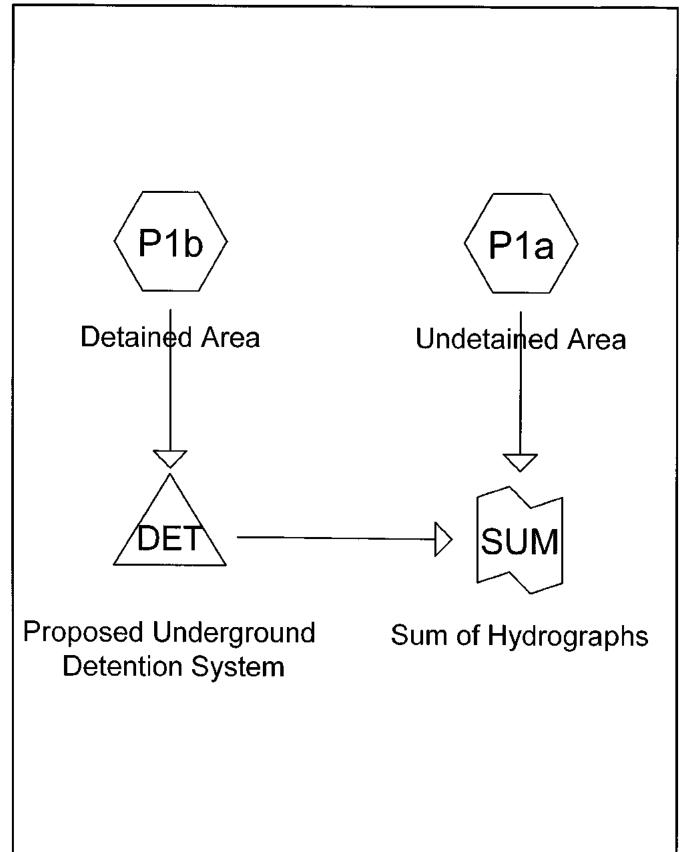
_	A	rea (sf)	CN I	Description		
*		5,255	98 1	Residence		
*		10,100	98 I	Driveway		
*		3,525	98 I	Hardscape		
*		1,190	98 I	Pool/Spa		
*		1,725	98 I	Pool Patio		
		94,745	55 Y	Voods, Go	od, H SG B	
	1	30,565	61 :	<u>>75% G</u> ras:	s cover, Go	ood, HSG B
	2	47,105	62 \	Neighted A	verage	•
	225,310		l	Pervious Ar	ea	
21,795 Impervious A		Area				
	_					
	Tc	Length	Slope	,	Capacity	Description
_	(min)	(feet)	(ft/ft)	(ft/sec)	(cfs)	
	9.6	150	0.1100	0.26		Sheet Flow, AB
						Grass: Dense n= 0.240 P2= 3.45"
	0.5	145	0.0950	4.96		Shallow Concentrated Flow, BC
						Unpaved Kv= 16.1 fps
	2.0	200	0.1150	1.70		Shallow Concentrated Flow, CD
_						Woodland Kv= 5.0 fps
	12.1	495	Total			

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Subcatchment E1: Entire Area of Study













Proposed Conditions - 3 Cowdray Park Drive
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Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
94,745	55	Woods, Good, HSG B (P1a)
127,980	61	>75% Grass cover, Good, HSG B (P1a)
10,100	98	Driveway (P1a)
3,525	98	Hardscape (P1a)
210	98	Lower Pool House Patio (P1a)
565	98	Pool House (P1a)
2,535	98	Pool Patio (P1a,P1b)
1,190	98	Pool/Spa (P1a)
1,000	98	Proposed Pool House (P1b)
5,255	98	Residence (P1a)
247,105		TOTAL AREA

Proposed Conditions - 3 Cowdray Park Drive

Type III 24-hr 25-yr Rainfall=6.61"

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Summary for Subcatchment P1a: Undetained Area

Runoff = 13.21 cfs @ 12.17 hrs, Volume=

51,490 cf, Depth= 2.52"

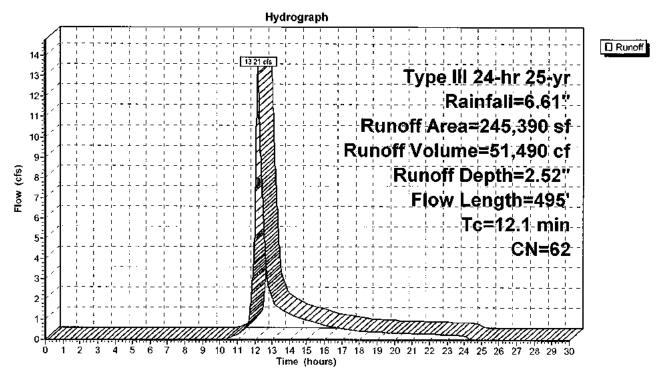
Runoff by SC\$ TR-20 method, UH=SC\$, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs Type III 24-hr 25-yr Rainfall=6.61"

_	A	rea (sf)	CN I	Description		
*		5,255	98 I	Residence		
*		10,100	98 I	Driveway		
*		3,525	98 (Hardscape		
*		1,190	98 (Pool/Spa		
*		1,820	98 (Pool Patio		
*		210	98 I	Lower Pool	House Pat	io
		94,745	55 \	Noods, Go	od, HSG B	
	1	27,980	61 :	>75% Gras	s cover, Go	ood, HSG B
*		565	_ 98	Pool House	<u> </u>	
	2	45,390	62 Y	Neighted A	verage	
	2	22,725	I	Pervious Area		
		22,665	1	Impervious Area		
	Тс	Length	Slope	Velocity	Capacity	Description
_	<u>(min)</u>	(feet)	(ft/ft)	(ft/sec)	(cfs)	
	9.6	150	0.1100	0.26		Sheet Flow, AB
						Grass: Dense n= 0.240 P2= 3,45"
	0.5	145	0.0950	4.96		Shallow Concentrated Flow, BC
						Unpaved Kv= 16.1 fps
	2.0	200	0.1150	1.70		Shallow Concentrated Flow, CD
						Woodland Kv= 5.0 fps
	12.1	495	Total			

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_ Page 4

Subcatchment P1a: Undetained Area



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Summary for Subcatchment P1b: Detained Area

Runoff

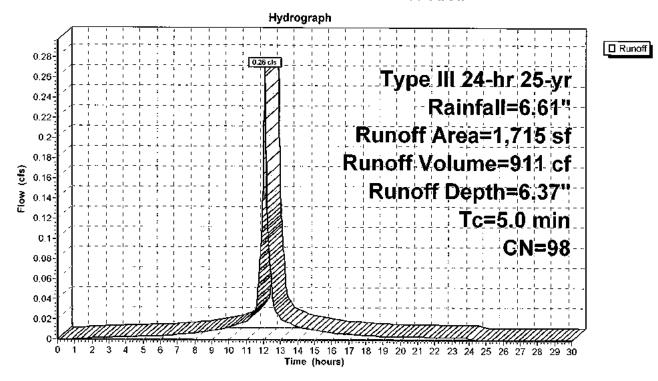
0.26 cfs @ 12.07 hrs, Volume=

911 cf, Depth= 6.37"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs Type III 24-hr 25-yr Rainfall=6.61"

_	A	rea (sf)	CN	<u>Description</u>			
*		1,000	98	Proposed P	ool House	-	
*		715	98	Pool Patio			
		1,715 1,715	98	Weighted A Impervious			
_	Tc (min)	Length (feet)	Slope (ft/ft	,	Capacity (cfs)	Description	
	5.0		_			Direct Entry, Minimum	

Subcatchment P1b: Detained Area



Proposed Conditions - 3 Cowdray Park Drive

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Type III 24-hr 25-yr Rainfall=6.61" Printed 3/9/2023

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Summary for Pond DET: Proposed Underground Detention System

Inflow Area = 1,715 sf,100.00% Impervious, Inflow Depth = 6.37" for 25-yr event

Inflow = 0.26 cfs @ 12.07 hrs, Volume= 911 cf

Outflow = 0.05 cfs @ 12.51 hrs, Volume= 621 cf, Atten= 82%, Lag= 26.4 min

Primary = 0.05 cfs @ 12.51 hrs, Volume= 621 cf

Routing by Stor-Ind method, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs / 2 Peak Elev= 463.78' @ 12.51 hrs Surf.Area= 1,392 sf Storage= 543 cf

Plug-Flow detention time= 285.6 min calculated for 621 cf (68% of inflow)

Center-of-Mass det. time= 187.0 min (929.8 - 742.8)

<u>Volume</u>	lnvert	Avail.Storage	Storage Description
#1	463.00'	682 cf	6.00'W x 58.00'L x 2.50'H Gravel Bed × 4
			3,480 cf Overall - 1,774 cf Embedded = 1,706 cf x 40.0% Voids
#2	463.50'	1,268 cf	48.0"W x 24.0"H x 56.00'L Galley 4x8x2 × 4 Inside #1
		1,951 cf	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	463.50	2.0" Vert. Low Flow Orifice C= 0.600
#2	Primary	465.40'	2.0' long x 2.00' rise Sharp-Crested Rectangular Weir
			2 End Contraction(s) 1.0' Crest Height

Primary OutFlow Max=0.05 cfs @ 12.51 hrs HW=463.78' (Free Discharge)

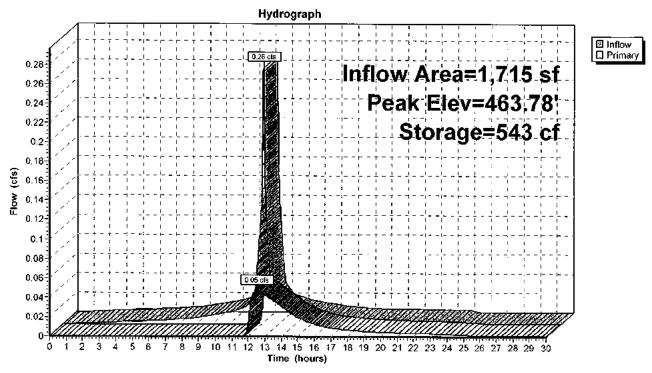
-1=Low Flow Orifice (Orifice Controls 0.05 cfs @ 2.15 fps)

-2=Sharp-Crested Rectangular Weir (Controls 0.00 cfs)

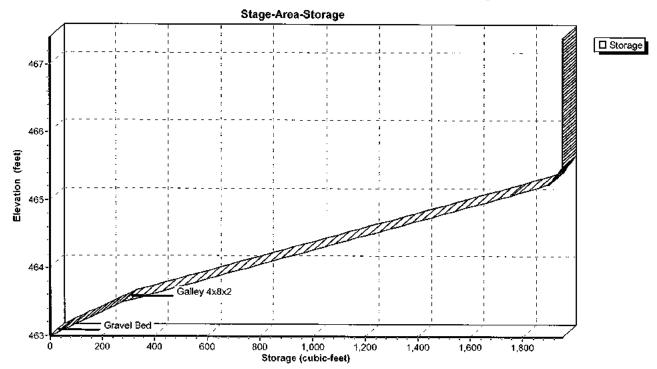
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___ Page 7

Pond DET: Proposed Underground Detention System



Pond DET: Proposed Underground Detention System



Proposed Conditions - 3 Cowdray Park Drive

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Type III 24-hr 25-yr Rainfall=6.61" Printed 3/9/2023 Page 8

Summary for Link SUM: Sum of Hydrographs

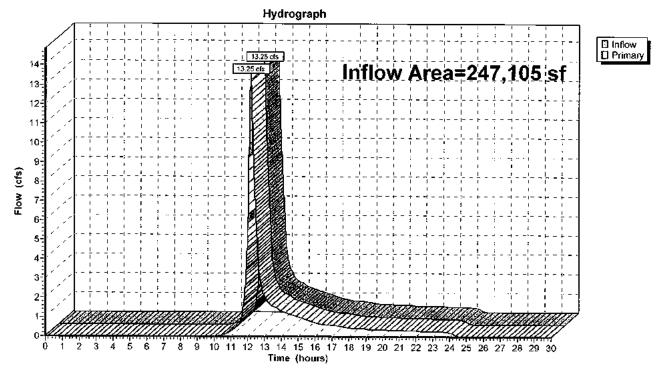
Inflow Area = 247,105 sf, 9.87% Impervious, Inflow Depth = 2.53" for 25-yr event

Inflow = 13.25 cfs @ 12.17 hrs, Volume= 52,111 cf

Primary = 13.25 cfs @ 12.17 hrs, Volume= 52,111 cf, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-30.00 hrs, dt= 0.01 hrs

Link SUM: Sum of Hydrographs



APPENDIX B:

POOL WINTERIZATION DRAWDOWN COMPUTATIONS

Drawdown Computation

3 Cowdray Park Drive, North Castle, NY

Pool Information

Pool Area (ft²)	1,125
Spa Area (ft²)	60
Total Area ot Drawdown (ft²)	1,185
Drawdown Depth (ft)	1.5
Drawdown Volume Required (ft³)	1,777.5

Detention System Storage Volume Provided (ft ³)	1,951

The stormwater detention system is sufficiently sized to recieve the drawdown volume of the pool and spa.

APPENDIX C:

STORMWATER FACILITIES MAINTENANCE PLAN

Stormwater Facilities Maintenance Plan

3 Cowdray Park Drive, North Castle, NY

Scope:

The purpose of the Stormwater Facilities Maintenance Plan is to ensure that the proposed stormwater components installed for the site development at 3 Cowdray Park Drive are maintained in operational condition throughout the life of the home. The service procedures associated with this plan shall be performed as required by the parties legally responsible for their maintenance.

Description of Stormwater Facilities:

The proposed stormwater facilities are designed to collect, convey, detain and treat the runoff from the site in order to minimize adverse impacts to downstream drainage systems. A description of the stormwater facilities are as follows:

- 1. Roof Leaders/Gutters: Roof leaders (also known as downspouts) from the pool house will convey roof runoff collected by the roof gutters to the underground detention system.
- 2. Slot Drain: The slot drains will collect runoff from the pool and hardscape and convey it to the underground detention system.
- 3. Outlet Structure: The outlet structure will consist of a drain basin designed with a low flow orifice and overflow weir to throttle down runoff from the detention system.
- 4. Underground Detention System: The underground detention system consists of a series of precast concrete galleries which provide storage for the stormwater runoff. Stormwater in the underground detention system is designed to infiltrate into the underlying soils. The detention galleries are designed to be slowly relieved by an outlet structure.

Recommended Frequency of Service:

All of the stormwater components installed for this property should be checked periodically and kept in full working order. Ultimately the frequency of inspection and service cleaning depends on the amount of runoff, pollutant loading and interference from debris (leaves, vegetation, trash, etc.); however it is recommended that each facility be inspected and cleaned a minimum of two times a year. The guidelines for the timing of service include early spring after the winter season and late fall after the leaves have fallen from the trees.

Service Procedures:

Service can be performed by the homeowner, landscape contractor or handyman since no specialzed equipment is required. Specific service procedures for the stormwater facilities are as follows:

- Roof Leaders/Gutters: Roof gutters shall be inspected twice a year during the spring and fall service
 inspections to ensure that roof leaders are kept free of leaves and debris that could clog the detention
 chambers. At a minimum, leaves should be cleaned from the gutters during the fall service inspection.
- 2. Slots Drains: Slot drains shall be inspected and cleaned twice a year during the spring and fall service inspections. The cleaning shall include both removal of sediment from the sumps and removal of any trash and/or debris from the grate.
- Outlet Structure: The outlet structure shall be inspected and cleaned twice a year during the spring and fall service inspections. The cleaning shall include both removal of sediment from the basin and removal of any trash and/or debris from the grate and orifice.
- 4. Underground Detention Chambers: Functionality of the underground detention chambers ultimately depends on keeping sediment and debris out of the chambers. This is accomplished through proper maintenance of the roof leaders, gutters and slot drains. These components should be maintained as described above, but more frequent maintenance may be required if excessive accumulation of debris is observed.

LANDSCAPE DEVELOPMENT

FOR

THE KATCHER RESIDENCE

3 COWDRAY PARK DRIVE

NORTH CASTLE, N.Y.

INSTRUCTIONS TO CONTRACTORS

PROJECT SCOPE:

This proposal is for landscape development work for and at the residence of:

Mr. Gary Katcher 3 Cowdray Park Drive North Castle, N.Y.

OWNER:

The owner referred to in these specifications is Mr. Gary Katcher

LANDSCAPE ARCHITECT:

The Landscape Architect referred to in these specifications is Benedek & Ticehurst, Landscape Architects & Site Planners, P.C.

SITE EXAMINATION:

The contractor, before submitting a bid on the work, is assumed to have visited the site for the purpose of observing first hand, any conditions relevant to the completion of the work. No considerations will be given on any claim based on lack of knowledge of existing conditions. The Landscape Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the work. The Landscape Architect will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Landscape Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work.

All discrepancies shall be brought to the attention of the Landscape Architect during the bidding period.

AWARD OF CONTRACT:

The owner and Landscape Architect will examine the proposals and will notify each successful bidder. All proposals shall include an itemized schedule of payments, which are subject to approval by owner and Landscape Architect.

GENERAL NOTES TO CONTRACTORS

CONTRACT DOCUMENTS:

The contract documents consist of the Agreement, the drawings, the specifications, and all addenda issued prior to the execution of the contract, and all modification thereto.

2. DETAIL DRAWINGS AND SPECIFICATIONS CONFLICTS:

Contractors are to notify Landscape Architect should a conflict occur in or between drawings, specifications, field conditions and construction layout.

3. PROTECTION

Each contractor shall at all times, provide protection for his scope of work against rain, wind, storms, frost, or heat so as to maintain all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work likely to be damaged, shall be covered and protected. Any work damaged by failure to provide protection as required above, shall be removed and replaced with new work at the contractor's expense.

4. MANUFACTURER'S DIRECTIONS

All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

5. WORKMANSHIP

Compliance with the drawings and specifications with regard to materials and methods of assembly will, not in itself, assure acceptance of the construction. Of equal importance is good workmanship, the lack of which will be sufficient cause to refuse acceptance of the construction. The Contractor shall at all times enforce discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6. SCOPE OF WORK

Contractor shall furnish and install all material and equipment shown, listed or described on the drawings or in these specifications, subject to qualifications, conditions or exceptions as noted. Contractors also, shall furnish all labor, scaffolding, and tools necessary to complete the work. Work shall be continuous and (weather permitting) the Contractor shall have job fully staffed at all times.

7. MEASUREMENTS AND DIMENSIONS

Prior to ordering any construction materials, Contractor shall verify all dimensions by taking measurements at the building site and shall be responsible for their correctness. Any discrepancies between drawings andor specifications and existing conditions shall be referred to the Landscape Architect for adjustment before any work affected thereby is begun.

8. LAYING OUT WORK

All work of every character and description shall be laid out on premises by Contractor, (for his scope of work), who will be held responsible for any errors and for it's correctness. Layout shall then be observed by L.A. prior to commencement of construction.

9. FOREMAŃ

Contractor shall have at the building site, from start to finish of construction, a responsible foreman. In addition, contractor shall give his personal supervision to the work. Foreman shall be on duty during all working hours. Any instruction or notices given to him shall have same importance as if given to the contractor in person.

10. TEMPORARY PROVISIONS:

The owner shall provide the following temporary provisions

- a. Temporary power and light (the contractor shall supply and maintain his own wiring, lamps and connections required for job completion.)
- b. Temporary water supply (the contractor shall supply all lines, valves, hoses and similar equipment needed for job completion.)
- c. All other provisions shall be the responsibility of the contractor.

11. CONTRACTOR'S INSURANCE:

Contractor shall maintain such insurance as will protect him from claims under Workman's Compensation Acts and other employee benefits from claims for damages to property which may arise out of and during operations under this contract, whether such operations be by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The contractor shall file with the owner a certificate for property damage insurance in the limits of \$3,000,000. for each accident and \$5,000,000. for the aggregate of operation. The contractor shall also obtain any additional insurance required by the State of N.Y. and the Town of North Castle.

12. SPECIAL CONDITIONS:

- a. Any shop drawings required shall be submitted to the Landscape Architect with an original and three copies.
- b. Samples shall be submitted in sufficient size to represent the product properly.
- c. All contractors involved in excavation, demolition, drilling, blasting, andor other work involving disturbance of existing grade shall first contact NYS Underground Utilities Call Center at 1-800-245-2828 prior to undertaking such work. The responsibility for making this call rests entirely with the contractor or subcontractor involved in such work.

Each contractor shall secure all permits as may be required before commencing his scope of work, post all bonds and pay all fees necessary to complete the work.

14. CODES:

All work shall be performed in accordance with the building code requirements of the State of N.Y. and the Town of North Castle.

LIST OF DRAWINGS

TS-1 TITLE & SPECIFICATIONS TS-2 SPECIFICATIONS P-1 POOL | SPA DEVELOPMENT PLAN P-2 DETAILS L-1 PLANTING PLAN

LEGEND S.C. Site Contractor PV.C. Paving Contractor LA Landscape Architect PC Pool Contractor Landscape Contractor EC Electric Contractor MC Masonry Contractor FC Fence Contractor

BM Bench Mark T.R. Top of rock elevation Inv. Invert elevation T.W. Top of wall elevation S.E Soil elevation

Radius P.T. Point of tangency

(100) Existing Contour R.P Radius point

C.B.

U/W

Existing tree to remain Existing tree to be

Catch Basin

Underwater

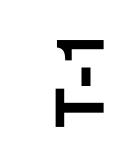
Underground

100 Proposed Contour

+(100) Existing Spot Elevation

Proposed Spot Elevation

Watt



A. GENERAL NOTES

- 1. Strip and stockpile topsoil in areas to be disturbed by construction operations. (Respreading of topsoil by L.C.) Install construction access road as may be required and approved by L.A. P.C. is to remove access road upon completion of project.
- 2. PC to notify owners' sprinkler system contractor to have sprinkler system lines removed and relocated from pool area (if system exists). Sprinkler system contractor is to shut down system in access road and all other areas to be disturbed by construction operations prior to excavation.
- 3. Remove existing spa, pool terrace, automatic pool cover & cover storage box, coping, tile band, skimmers, pool lights, etc.
- 4. Provide and install gunite/ shotcrete raised spa.
 - a. Spa depth to be 3'-6" water depth. Submit shop drawings of mechanical equipment and structural engineering drawings for the pool, and spa. Manufacturers' cut sheets for all equipment shall be furnished to Landscape Architect. All submittals must be made with bid proposal for approval by L.A.
 - b. Provide and install minimum of 4" traprock under entire spa shell.
 - c. Provide and install hydraulic automatic spa cover with encapsulated track as indicated on plan and detailed. Color to be selected by owner.

5. Pool Renovation

- a. Provide and install new swim-outs in existing pool.
- b. Provide and install new hydraulic automatic pool cover with encapsulated track as indicated on plan and detailed. Color to be selected by owner. Install new gunite/shotcrete auto-cover storage box as indicated and detailed.
- c. Sandblast existing pool interior and provide new pebble finish
- d. Replace existing tile band with new 6"x6" ceramic tile band.
- e. Replace existing pool lights with Nichless LED underwater pool lights.
- f. Repalce skimmers and automatic water make-up, etc.
- g. Replace complete mechanical system for pool & spa.
- 6. Provide and install 8 ft. long sheer descent waterfall.
- 7. Make certain that all pool fittings and accessories, sleeve inserts, grounding lugs, bonding rods, etc. are set prior to placing concrete. Make certain that electrician has completed bonding and grounding connections prior to placing concrete and that appropriate inspections have been made.
- 8. Provide 4" thick concrete mechanical equipment slab, reinforced with #4 re-bars 12" O.C. (both ways).
- 9. Extend propane feeder line from existing tank to pool heater and provide all connections.
- 10. Provide auto-fill for pool. Extend 3/4" cold water make up line from residence to auto-fill and provide all connections.
- 11. Backfill, tamp and grade pool area to within 7" of finished terrace elevation and 4" of all other finished grades. (Backfill to be compacted to 95%)
- 12. Provide & install Winter Mesh Loop Loc cover for pool and spa.
- 13. Provide trucked in water for initial fill up of pool.
- 14. The following building code requirements shall be adhered to:

Section R326.4 of the 2020 Residential Code of the State of New York - Outdoor swimming pool barrier. Section R326.4.1 of the 2020 Residential Code of the State of New York - Temporary enclosure. Section R326.7 of the 2020 Residential Code of the State of New York - Pool alarms. ASTM F 1346-91 (2003) Performance specifications for safety covers & labeling

requirements for all covers for swimming pools, spa and hot tubs.
Section R326.6.3 - ASME A112.19.17 Manufacturers safety vacuum release systems (SVRS) for residential and commercial swimming pool, spa, hot tub and wading pools.
Section R326.5 & R326.6 - Entrapment protection.

ALTERNATE #1

State the amount on a per ton basis for providing and installing additional trap rock under pool shell if 4" of trap rock as called for is insufficient due to unsuitable subgrade.

ALTERNATE #2

State the amount on a per cubic yard basis for providing and installing dead sand backfill for pool shell

ALTERNATE #3

State the amount on a per cubic yard basis for providing and installing clean backfill for pool area (If required).

B. POOL & SPA MECHANICALS

1. Entrapment Protection

- a. All pool and spa suction outlets (except surface skimmers) must be provided with a cover that conforms with reference standards ASME/ ANSI A112.19.18M entitled "Suction fittings for use in swimming pools and spas, hot tubs and bathtub appliances", or
- A drain grate that is 12" x 12" or larger, or
- a channel drain system approved by the local code enforcement officer
- b. Atmospheric Vacuum Relief System
- All pool and spa single or multiple outlet circulation systems must be equipped with atmospheric vacuum relief should a grate cover located therein becomes missing or broken. Such vacuum relief systems shall include at least one of the following:
- Safety vacuum release system conforming to reference standard ASME A112.19.17, entitled "Manufacturers Safety Vacuum Release Systems (SAVERS) for Residential and Commercial Swimming Pools, Spas, Hot Tubs and Wading Pools", or
- A gravity drain system approved by the local code enforcement official.

c. Dual drain Separation

- Single or multiple circulation systems must be provided with a minimum of (2) two suction outlets of the approved type.
- The suction outlets must be separated by a minimum horizontal or vertical distance of 3 feet.

- These suction outlets must be piped so that water is drawn through them simultaneously through a vacuum relief-protected line to the pump or pumps.
- If the pool or spa is equipped with vacuum or pressure cleaner fittings, each fitting must in an accessible position which is at least 6 inches and not greater than 12" below the minimum operational water level, or as an attachment to the skimmers.
- d. Pool Cleaner Fittings

Vacuum or pressure cleaner fittings shall be located in accessible positions at least 6" and not more than 12" below the minimum operational water level, or as an attachment to the skimmers.

2. The pool contractor shall furnish and install complete equipment for heating, recirculation, filtering and sterilizing pool water for a pool & spa with a required maximum twelve hour turnover, complete from inlet to outlet.

3. Filter

- a. The filter shall be designed to operate at a filter rate not to exceed 14 g.p.m. per square foot of filter area and shall be capable of recirculating the entire contents of the pool & spa in a maximum of twelve hours.
- b. Filter to be Sta Rite cartridge filter.
- 4. Filter Tank
- a. The filter tank shall be equipped with 2" connections for the influent and effluent lines, automatic air relief valve with tank drain.
- b. The filter shall be equipped with an influent pressure gauge.
- 5. Pumps
- a. Furnish and install (1) one 2 H.P. Pentair SVRS pool pump, (1) one 2 HP waterfall pump and (2) two 2 H.P. hydro-air pumps as manufactured by Pentair, or an approved equal as determined by L.A. Pump impeller shall be so designed so there is no overload on it's curve, regardless of head and flow characteristics.
- 6. Electronic Chlorine Salt Generator System
- a. Provide Pentair intellichlor electronic salt chlorine generator system as manufactured by Pentair (or approved equal).

Val

- a. Valve used in conjunction with the pool and equipment shall be a Unitrol valve. Other valves shall be all PVC ball type or an approved equal.
- 8. Valve Tags
- a. Each valve shall have fastened to it, a 1 1/4" diameter, numbered brass tag which shall correspond to the required operational chart instructions to be provided by PC.

9. Testing Equipment

- a. The pool contractor shall supply (1) one Motte Model LP-1 test kit, complete with slides, chemical and plastic carrying case. Testing kit shall read the pH factor and residual chlorine.
- 10. Pipe and Fittings
 - a. All fittings and grates are to be black
- b. All piping for pool inlets, skimmer and main line shall be schedule 40, Type 1, PVC pipe as manufactured by the Chemtrol Company.
- c. Fittings used on pool piping shall be schedule 40, Type 1, PVC solvent weld fittings. Fittings up to 2" size shall be made up with regular Kraweld PVC solvent #710. Plastic to copper connections shall be made with Dri-seal #6 Teflon tape or approved equal.
- d. All filter piping shall be standard weight, schedule 40 PVC.
- e. Pitch all piping away from pool to winter drain drywell. (Location to be determined by L.A.) Drywell is to be sized to accommodate an 8" draw down.
- 11. Pool & Spa Fittings
- a. There shall be installed, a total of (6) six return inlet fittings, (five in pool & one in spa) Hayward crueball type 1419, or approved equal.
- b. There shall be installed, (2) two main drains with hydro-static floor relief valve in pool & (2) in spa.
- c. Provide and install (2) two cycolac, automatic skimmers in pool & (1) in spa, as manufactured by SWIMQUIP U-3 or approved equal. Skimmer shall be complete with regulating throat device and recirculation stabilizing fitting.
- d. There shall be installed, required fitting for automatic pool cleaner.
- e. There shall be installed, 3/4" PVC cold water make up line to the automatic pool fill.
- f. There shall be installed a 2" d.p.s. vacuum fitting with cycolac plug and tapered fitting for vacuum hose nozzle. Hayward SP-1022.
- g. Pitch all piping away from pool to winter drain drywell. (Location to be determined by L.A.) Drywell is to be sized to accommodate an 8" draw down.
- h. There shall be installed (8) eight Hydro air fittings in spa.

12. Finish

- a. After all production gunite/ shotcrete has been placed and hardened, and successful test made, provide pebble finish to pool & spa interior. Pebble finish and color to be selected by owner.
- 13. Tile
- a. Install 6" x 6" x 1/4" flat black ceramic tile band around the entire inside perimeter of the pool & spa.
- b. Install 1/4" flat black ceramic tile to wall of auto-cover storage box.
- 14. Pool Lights
- a. Pool contractor shall furnish and set (5) four 30 watt underwater LED pool lights,
 and (1) 20 watt underwater spa light, U.L. approved with sufficient submarine cable to re-lamp on deck.
 Underwater lights are to be Nichless LED underwater lights as manufactured by Jandy. (Wiring by E.C.)

- 15. Heater
 - a. Install (1) one Pentair 400,000 BTU propane fired heater.

16. Computer Control

a. Provide and install (1) Pentair Easy Touch 8 indoor control with smart phone capability for pool & spa operation. Locate panel for computer where directed by owner. (Coordinate with E.C.)

C. GUARANTEES

- 1. The pool contractor shall fulfill the guarantee to the Owner that the equipment to be furnished is to be of the correct capacity, and the various parts are designed to operate correctly and in conjunction with each other at the prescribed flow rates and that installation is made in accordance with these drawings and operated in accordance with these specifications. The water entering the swimming pool and spa will be clear and bright, free from suspended matter, visible to the unaided eye and sanitary to the satisfaction of the owner.
- 2. The pool contractor shall fully guarantee all parts and labor for the swimming pool and spa and all related components for a period of one year following the date of acceptance by the L.A., except that the guarantee for the pool and spa shell shall extend five years from the date of acceptance.

ELECTRIC CONTRACTOR (E.C.)

- 1. The contractor shall furnish and install all wiring, materials and labor to complete the following, unless otherwise noted:
- a. Wire (5) 30 watt LED underwater pool lights and (1) 9 watt underwater spa light.
- b. Wire (1) 2 H.P. pool pump, (1) 2 HP waterfall pump and (2) 2 H.P. hydrotherapy pumps.
- c. Wire and install (1) one Pentair Easytouch 8 indoor control for pool operation including pool lights and landscape lighting.Panel to be located where directed. by owner. (Pentair system provided by P.C.)
- d. All required grounding of pool mechanicals.
- 2. Code Requirements: All wiring and other work is to be done in strict accordance with National Electric Code and all other applicable codes and ordinances. Contractor shall furnish owner with an inspection certificate from inspector having jurisdiction. All equipment to bear the U.L. label of approval. Run all wiring in PVC piping. Provide Owner or L.A. with U.L. Fire Underwriters' Certificate of Inspection and Approval
- 3. Trenching and backfilling for all wiring by EC.
- 4. All electrical work to be guaranteed for 2 years from date of acceptance, excluding lamps.

MASONRY CONTRACTOR (M.C.)

banding.

- 1. Provide and install 2 1/2" thick x 14" wide granite coping as indicated on plans & detailed. (Granite to be selected).
- 2. Provide and install 2 1/2" thick x 2'-6" wide granite cover over pool auto-cover storage box as indicated.
- 3. Provide and install 2 1/2" thick x 36" wide granite spa coping as indicated on plans & detailed. (Granite to be selected).
- 2. Provide and install 2 1/2" thick x 36" wide granite cover over spa auto-cover storage box as indicated.
- 3. Provide and install granite pool terrace set on reinforced concrete slab as indicated on plan and detailed. (granite to be selected).

 Granite is to be 1 1/2" thick x 18" x 36" in running bond pattern with 14" wide perimeter
- 4. Provide and install brick veneer to exterior of spa wall. Brick is to match the residence.

LANDSCAPE CONTRACTOR (LC)

- 1. Furnish and install all plants shown on the drawings, as specified, and in quantities as listed on the plant list. Quantities shown on drawings take precedence over the plant list.
- a. All plants shall be nursery grown unless authorized to be collected.
- b. Plants shall conform with the American Association of Nurserymen Standards.
- c. All plants shall be typical of their species or variety and shall have a normal habit of growth. They shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae. They shall have healthy, well-developed root systems.
- d. Substitution will be permitted only upon approval of the Landscape Architect.
- e. Plants shall be planted in locations designated on the plan or as staked out by Landscape Architect. Planting shall be in conformance with the American Association of Nurserymen Standards. All trees shall be guyed, staked and wrapped.
- f. Newly planted trees and shrubs shall be pruned in accordance with the American Association of Nurserymen Standards.
- g. Mulch all plant beds with minimum of 2" shredded bark mulch.
- h. All plant material shall be guaranteed for one year following date of acceptance.
- 2. Fine grade and seed all areas disturbed by construction operations and all areas not covered by construction operations and all areas not covered by buildings, structures, paving or planting areas. State total area estimated and price per s.f. in proposal.
- a. Provide and install clean fill and topsoil as required. (Min. 4" topsoil in seeded areas and min. 6" in planted areas.) State total amounts of yards of topsoil and fill included in proposal.)
- b. Spread and incorporate ground limestone into the top 3" of topsoil on lawn areas at the approximate rate of two tons per acre at least five days before applying commercial fertilizer. Spread and incorporate commercial fertilizer into the top 3" of topsoil on lawn areas at the rate of 1000 pounds per acre (25 pounds per 1000 s.f.) Rake topsoil to a smooth, even draining surface.
- c. The rate of seeding shall be 350 pounds per acre (8 pounds per 1000 s.f.) Grass seed shall be sown by hand or by approved machine in such manner that a uniform stand will result. After seeding, the surface shall be evenly raked with a fine-toothed rake. (Seed shall be 50% Kentucky Blue, 25% Perennial Rye, 25% Red Fescue)
- d. Grass seed shall be sown only between April and June 1, and between August 15 and October 31, and only during approved periods when weather conditions are suitable as determined by the Landscape Architect.
- e. Apply 1" of loosely applied mulch to all seeded areas.
- f. Roto-till compacted areas as required.
- g. Re-seed all areas that do not show a satisfactory stand of grass after 30 days and continue to do so until a satisfactory stand of grass has been established and approved by L.A.

LANDSCAPE ALTERNATE #1

- State the amount on a cubic yard basis for providing and installing additional topsoil (if required).
- LANDSCAPE ALTERNATE #2

LANDSCAPE ALTERNATE #3

in lieu of seed.

- State the amount on a cubic yard basis for providing and installing additional clean fill (if required).
- State the amount on a square foot basis to be added to the contract sum for providing and installing sod

Revisions:

Date Item

K & TICEHURST
HITECTS & SITE PLANNERS, P.C.
ad, Bedford Village, New York 10506
34.9666 / F. 914.234.6882

1.2

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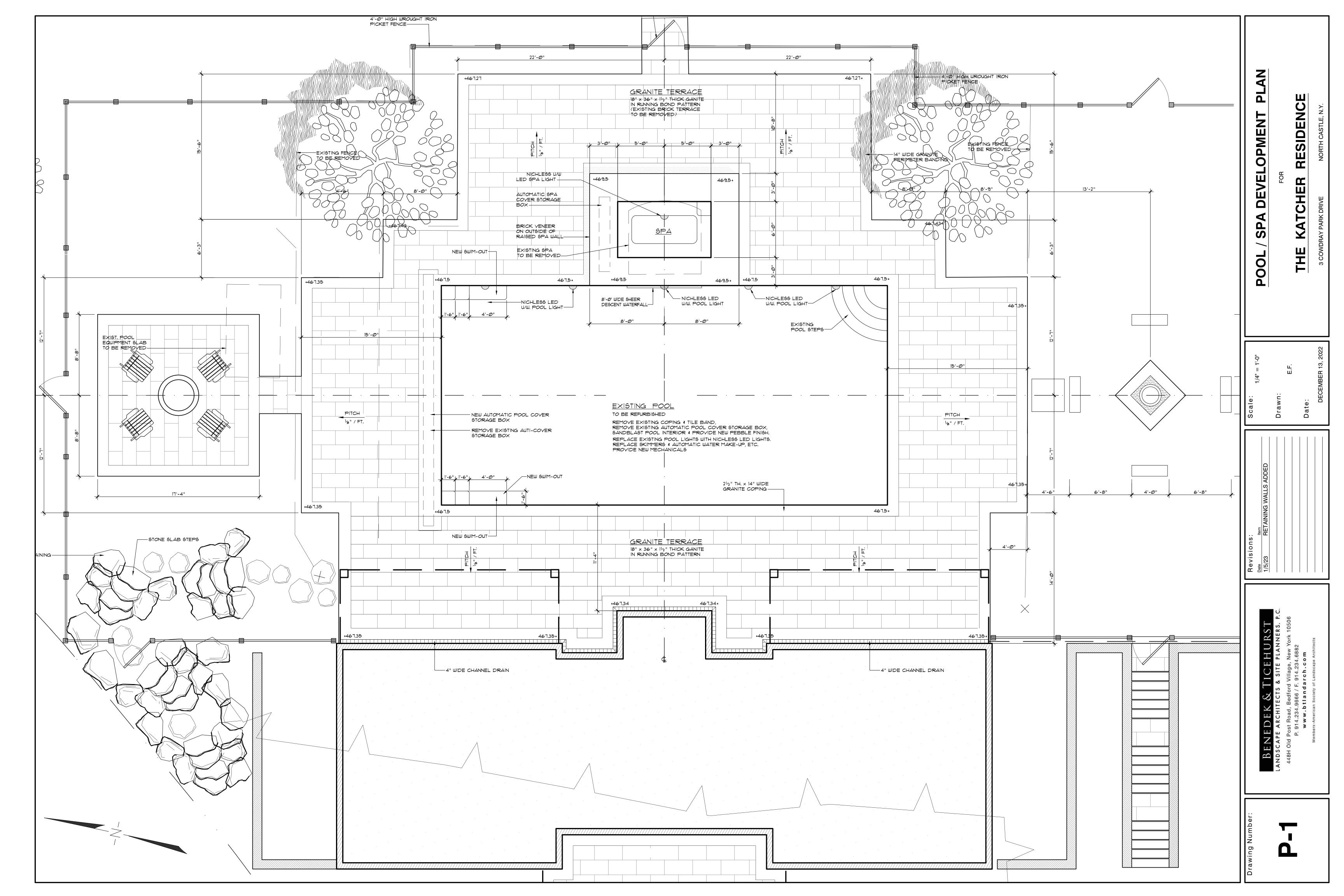
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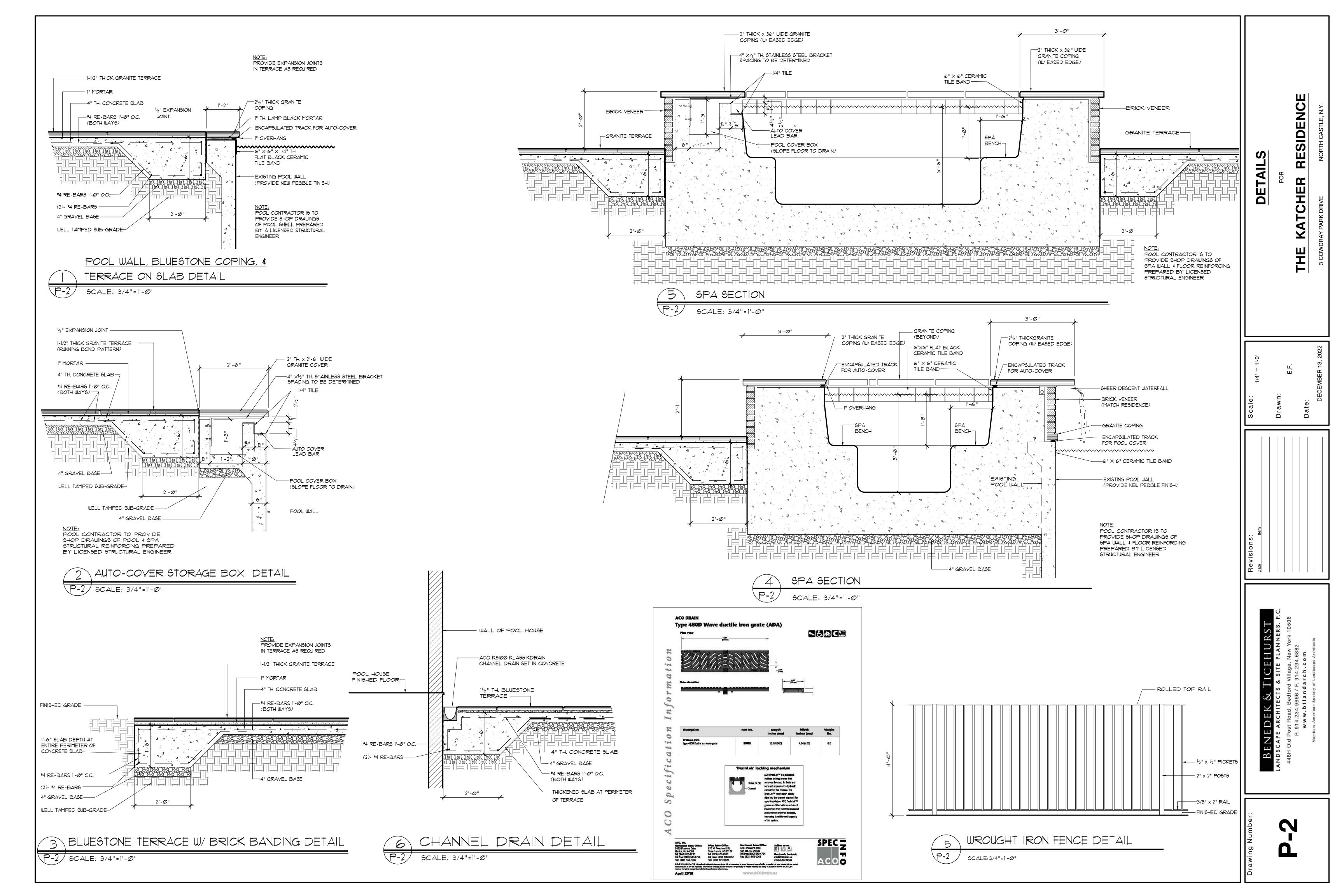
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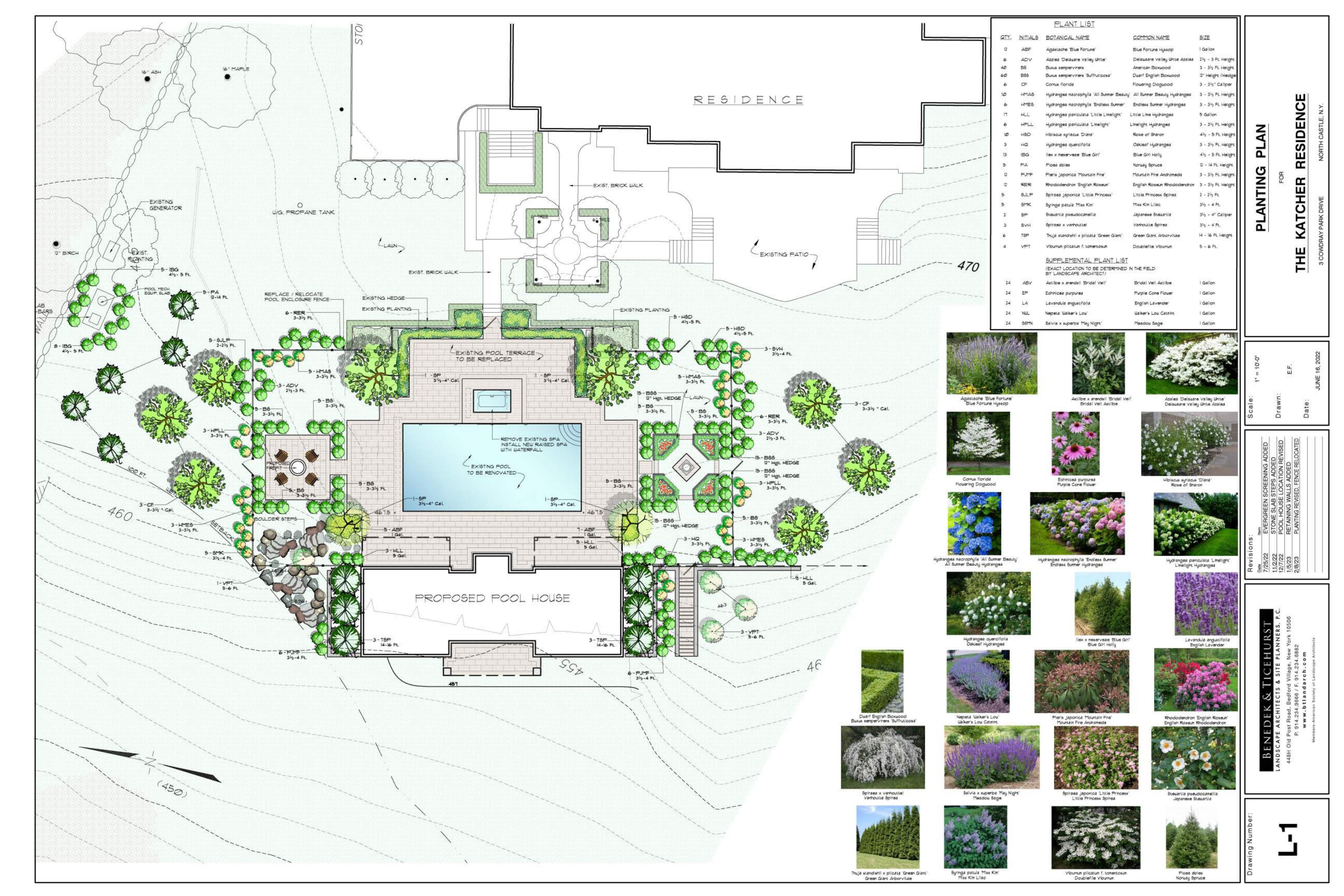
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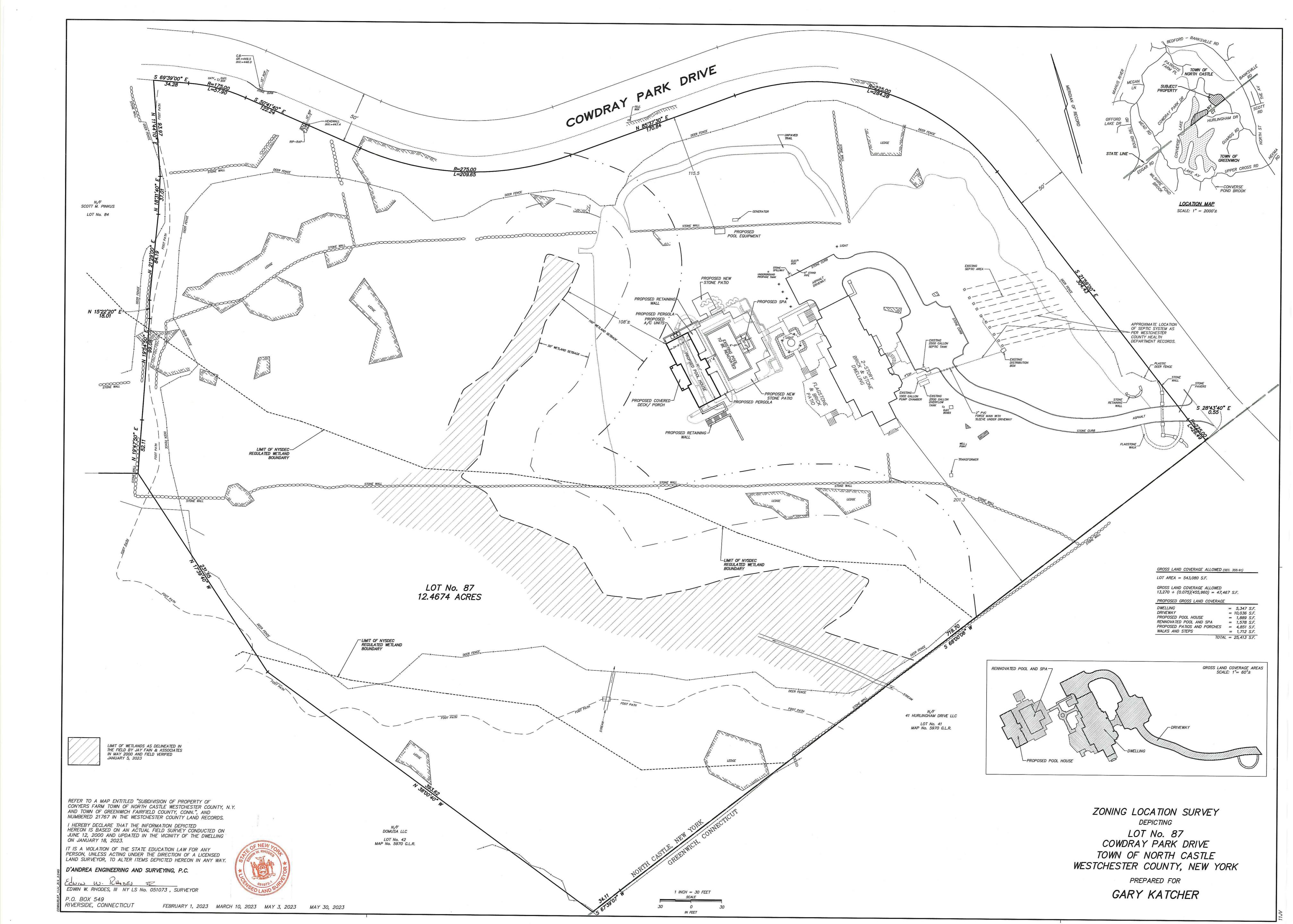
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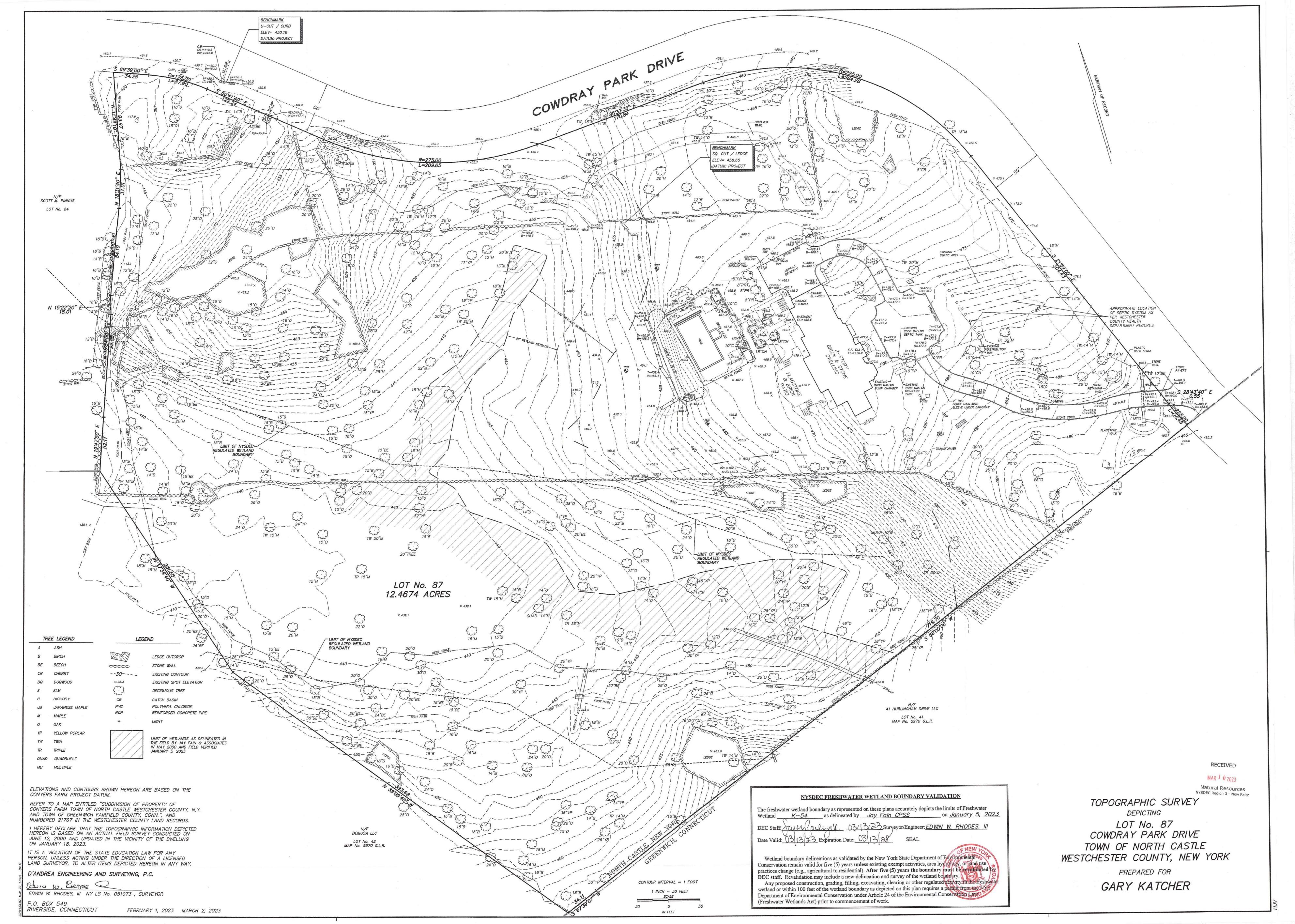
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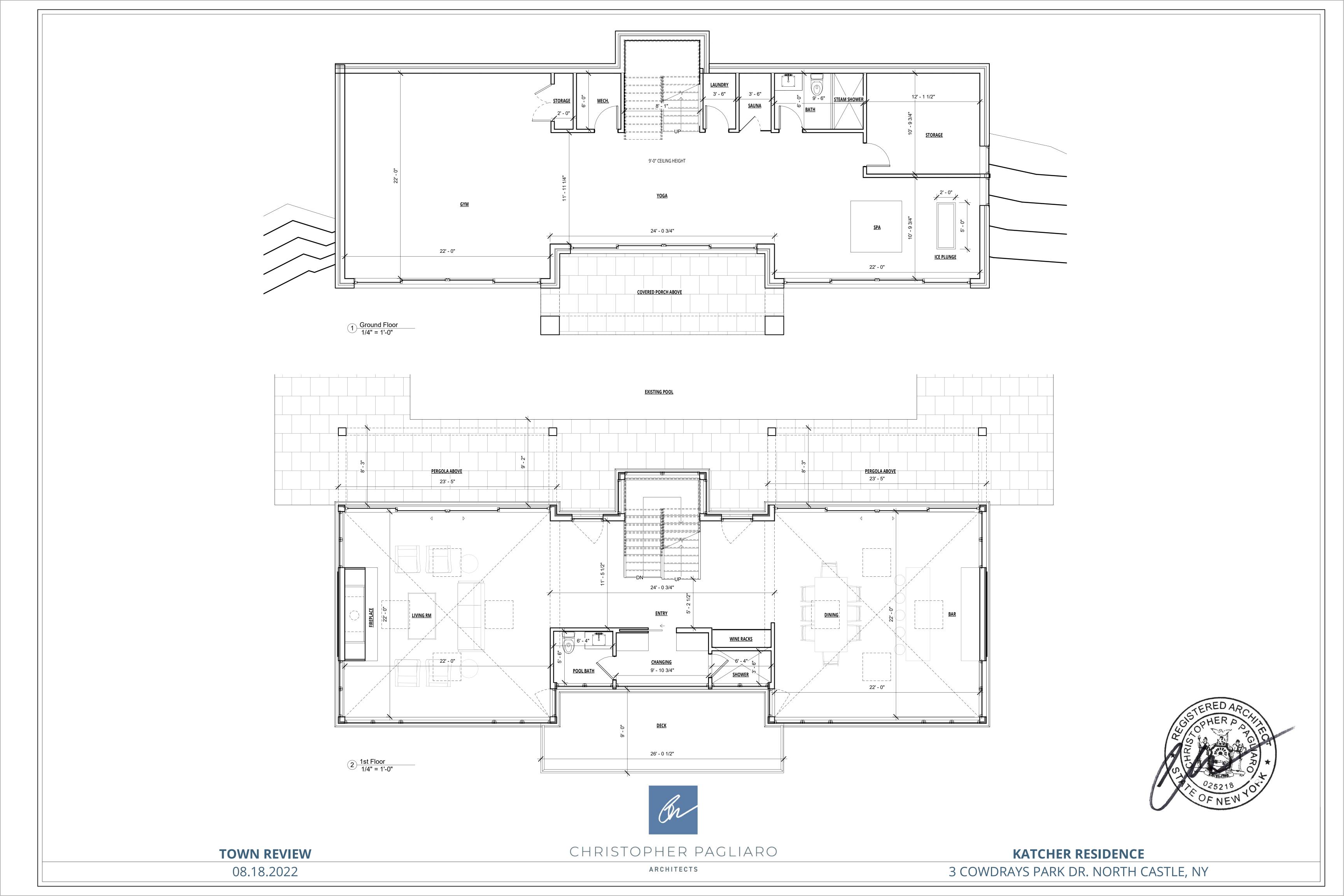


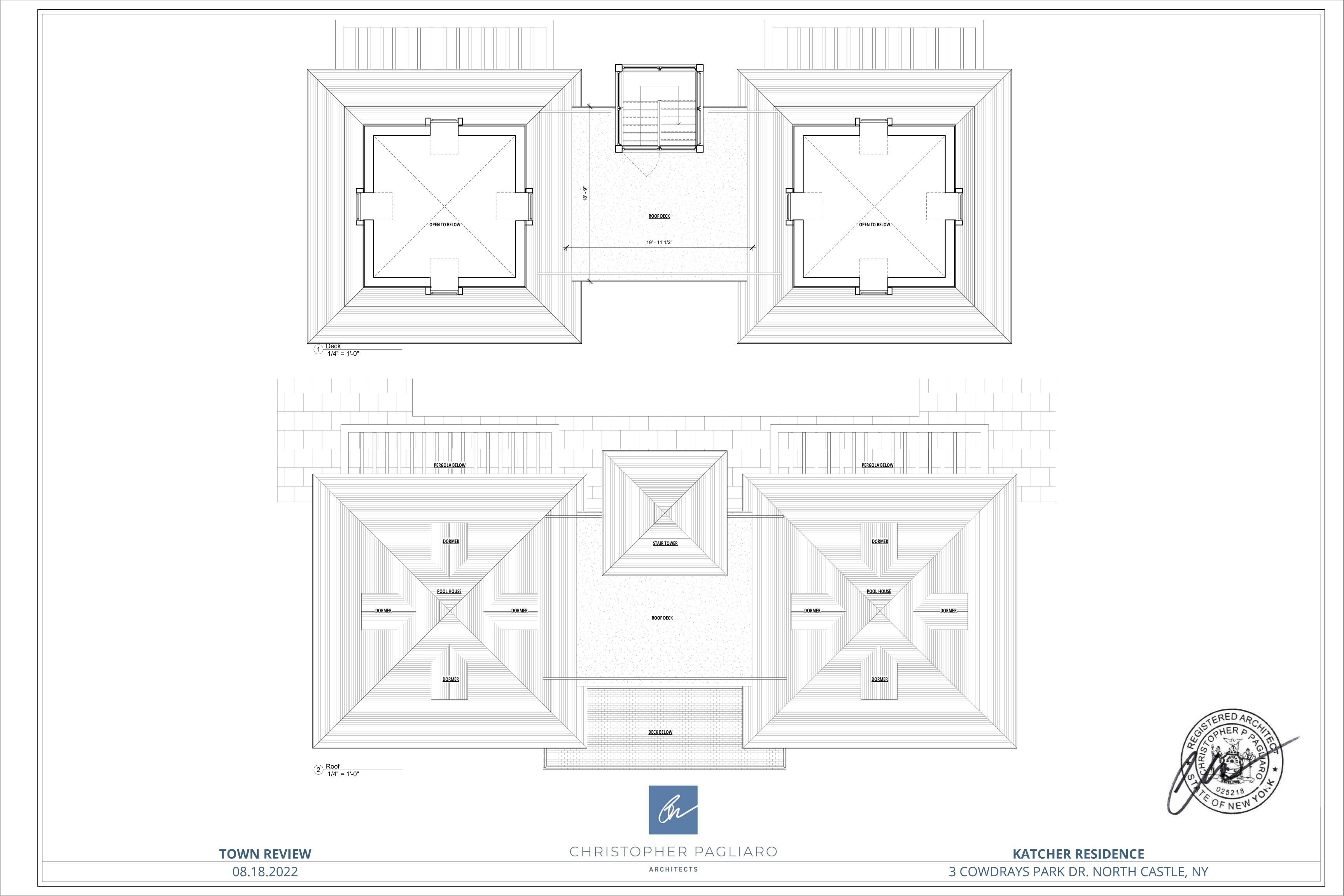


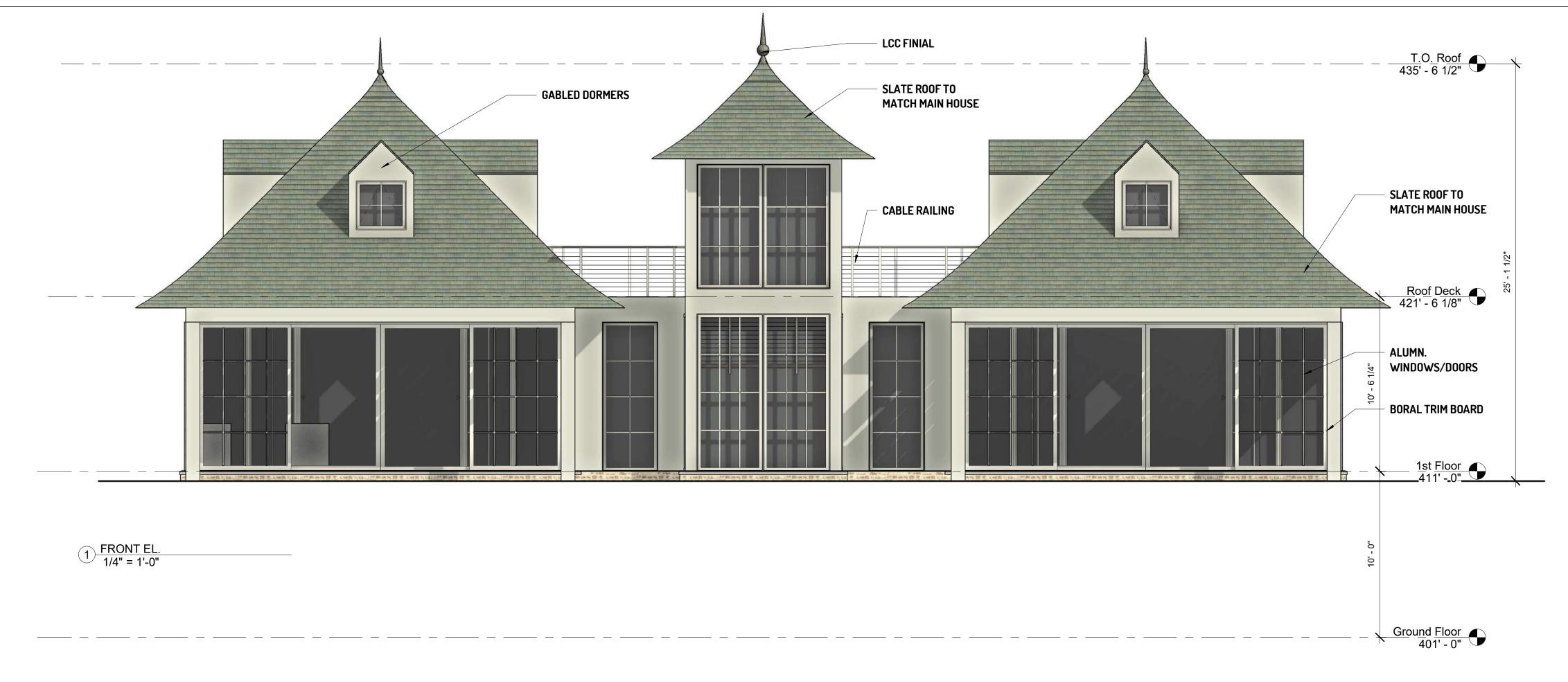


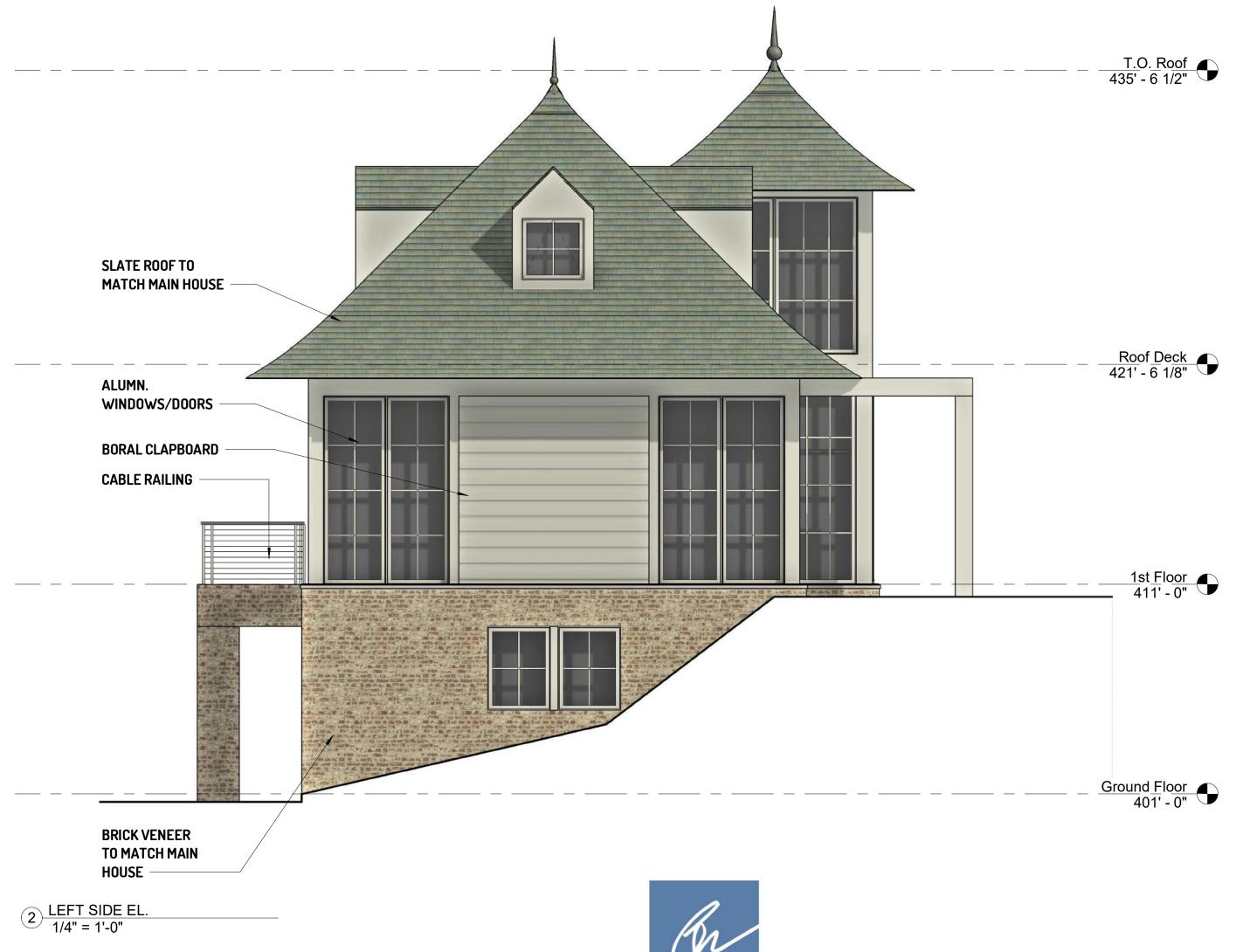














TOWN REVIEW

08.18.2022

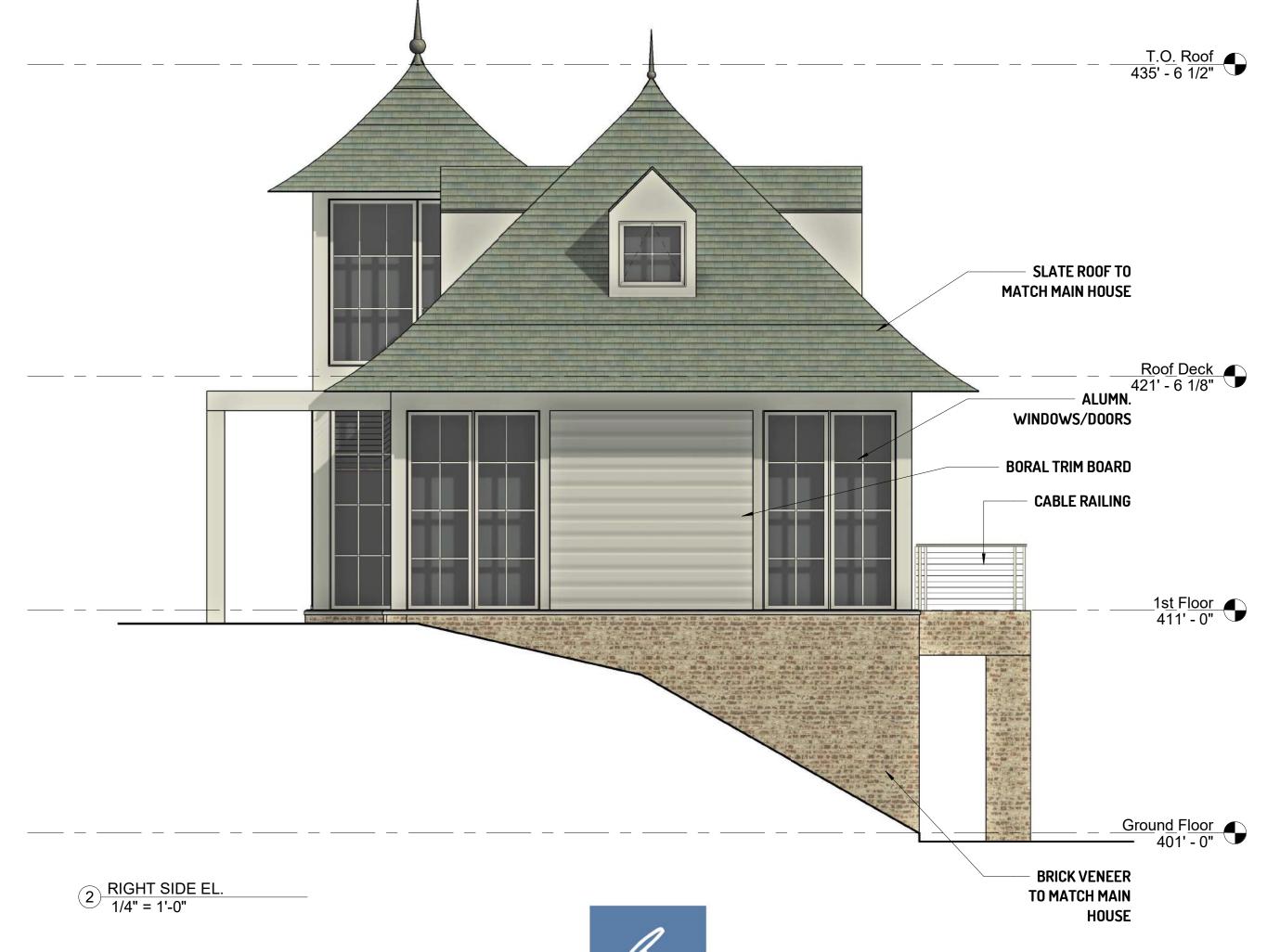
CHRISTOPHER PAGLIARO

ARCHITECTS

KATCHER RESIDENCE

3 COWDRAYS PARK DR. NORTH CASTLE, NY





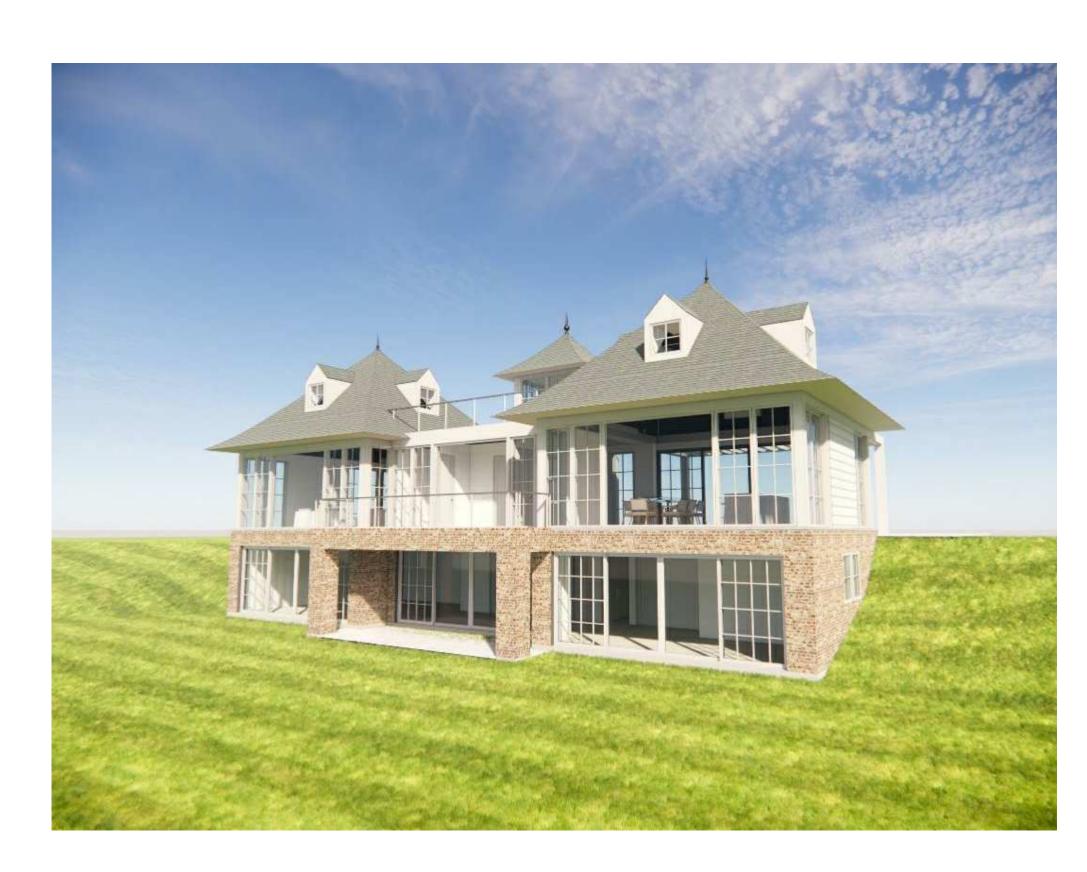


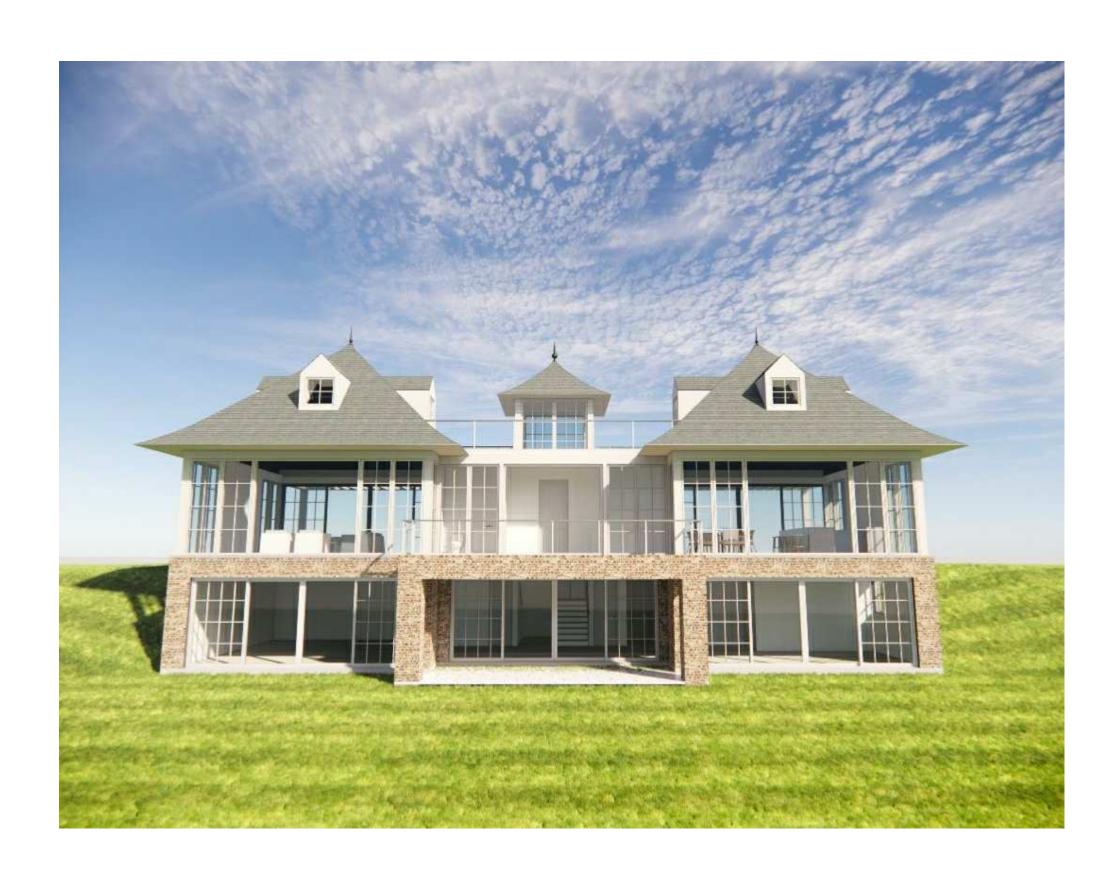
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PROPOSED FRONT POOL HOUSE VIEWS



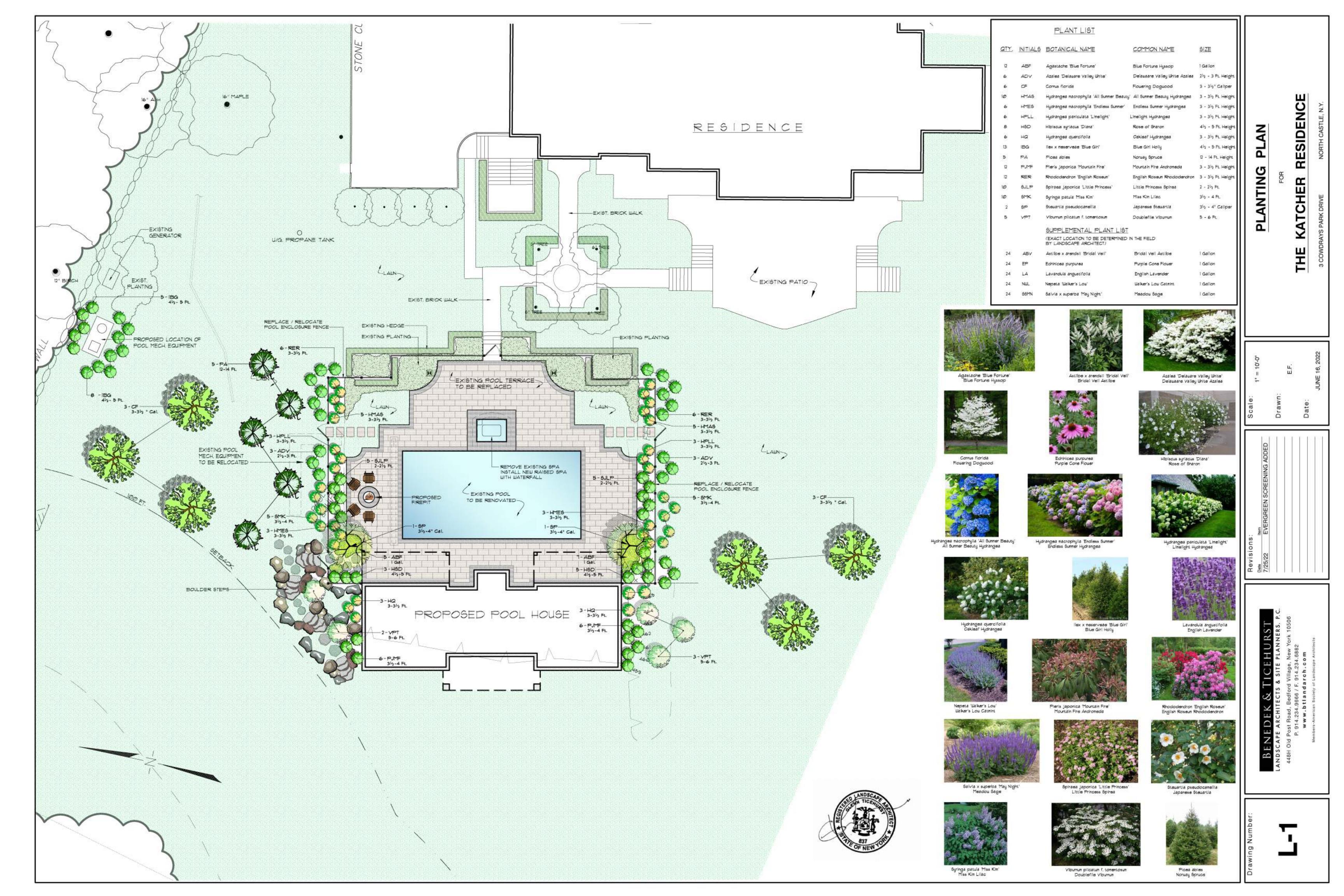


PROPOSED REAR POOL HOUSE VIEWS



CHRISTOPHER PAGLIARO

TOWN REVIEW







TOWN OF NORTH CASTLE WESTCHESTER COUNTY 17 Bedford Road Armonk, New York 10504-1898



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

Application for Special Use Permit Approval

Application Name _ COWDRAYS PARK DR. POOL HOUSE



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

TOWN OF NORTH CASTLE

PLANNING DEPARTMENT Adam R. Kaufman, AICP Director of Planning

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

APPLICATIONS REQUIRING PLANNING BOARD APPROVAL SCHEDULE OF APPLICATION FEES

Type of Application	Application Fee
Site Development Plan	\$200.00
Each proposed Parking Space	\$10
Special Use Permit (each)	\$200 (each)
Preliminary Subdivision Plat	\$300 1 st Lot \$200 (each additional lot)
Final Subdivision Plat	\$250 1 st Lot \$100 (each additional lot)
Tree Removal Permit	\$75
Wetlands Permit	\$50 (each)
Short Environmental Assessment Form	\$50
Long Environmental Assessment Form	\$100
Recreation Fee	\$10,000 Each Additional Lot
Discussion Fee Prior to submission of a sketch or preliminary subdivision Plat, an representative wishes to discuss a subdivision proposal to the Plan	

\$200.00 shall be submitted for each informal appearance before the board.

^{*}Any amendment to previously approved applications requires new application forms and Fes*



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

PLANNING BOARD SCHEDULE OF ESCROW ACCOUNT DEPOSITS

Type of Application Deposit*	Amount of Initial Escrow Account
Concept Study	\$500.00
Site Plan Waiver for Change of Use	\$500.00
Site Development Plan for:	
Multifamily Developments	\$3,000.00 plus \$100.00 per proposed dwelling unit
Commercial Developments	\$3,000.00 plus \$50.00 for each required parking space
1 or 2 Family Projects	\$2,000.00
Special Use Permit	\$2,000.00 plus \$50.00 for each required parking space
Subdivision:	required parking space
Lot Line Change resulting in no new lots	\$1,500.00
All Others	\$3,000.00 plus \$200.00 per proposed new lot in excess of two (2)
Preparation or Review of Environmental Impact Statement	\$15,000.00
* If a proposed action involves multiple approve	als a single ascrow account will be

* If a proposed action involves multiple approvals, a single escrow account will be established. The total amount of the initial deposit shall be the sum of the individual amounts indicated. When the balance in such escrow account is reduced to one-third (1/3) of its initial amount, the applicant shall deposit additional funds into such account to restore its balance to the amount of the initial deposit.

Christopher Pagliaro Architecta	8.1	8.22
Applicant Signature	Date:	

I. IDENTIFICATION OF PROPERTY OWNER, APPLICANT AND PROFESSIONAL REPRESENTATIVES

Name of Property Owner:GARY K	ATCHER				
Mailing Address:3 COWDRAYS	PARK DR. NORTH CASLTE				
Telephone: Fax: _	e-n	nail - gkatcher@gmail.com			
Name of Applicant (if different): _CHRIS	ГОРНЕR PAGLIARO ARCHITEC	CTS			
Address of Applicant:320 POST	RD DARIEN, CT				
Telephone:203-838-5517_ Fax: e-	-mailDMARINI@PAGLIAROA	ARCHITECTS.COM_			
Interest of Applicant, if other than Property	Owner: ARCHITECT				
		_			
Is the Applicant (if different from the property)	erty owner) a Contract Vendee?				
Yes - x No					
If yes, please submit affidavit sating such. If no, application cannot be reviewed by Planning Board					
Name of Professional Preparing Site Plan: BENEDEK & TICEHURST LANDSCAPE ARCHITECTS					
Address:448H OLD POST RD. BEDFO	ORD VILLAGE, NY 10506				
Telephone: _914-234-9666_ Fax:	e-mail	GLENN@BTLANDARCH.COM			
Name of Other Professional:					
Address:					
Telephone:	Fax:	_ e-mail			
Name of Attorney (if any):					
Address:					
Telephone:	Fax:	e-mail			

Applicant Acknowledgement

By making this application, the undersigned Applicant agrees to permit Town officials and their designated representatives to conduct on-site inspections in connection with the review of this application.

The Applicant also agrees to pay all expenses of publication and the giving of public notice as required, and further acknowledges that he/she shall be responsible for reimbursing the Town for the cost of professional review services required for this application.

It is further acknowledged by the Applicant that all bills for the expenses of publication and the giving of public notice as well as professional consultant review services shall be mailed to the Applicant, unless the Town is notified in writing by the Applicant at the time of initial submission of the application that such mailings should be sent to a designated representative instead.

Signature of Applicant:

Signature of Property Owner:

MUST HAVE BOTH SIGNATURES

II. IDENTIFICATION OF SUBJECT PROPERTY

Street Address:3 COWDRAY PARK DR. NORTH CASTLE
Location (in relation to nearest intersecting street):
1800+/ feet (north, south, east or west) ofNORTH WEST
Abutting Street(s):HURLINGHAM DR
Tax Map Designation (NEW): Section5970BlockLot87
Tax Map Designation (OLD): SectionBlockLot
Zoning District:R-2A Total Land Area12.4674 ACRES
Land Area in North Castle Only (if different)
Fire District(s)3 School District(s)BYRAM HILLS CENTRAL
Is any portion of subject property abutting or located within five hundred (500) feet of the following:
The boundary of any city, town or village? No _X_ Yes (adjacent) Yes (within 500 feet) If yes, please identify name(s): The boundary of any existing or proposed County or State park or any other regrection area?
The boundary of any existing or proposed County or State park or any other recreation area? NoX_ Yes (adjacent) Yes (within 500 feet)
The right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway? No _X_ Yes (adjacent) Yes (within 500 feet)
The existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines? NoX_ Yes (adjacent) Yes (within 500 feet)
The existing or proposed boundary of any county or State owned land on which a public building or institution is situated? No _X_ Yes (adjacent) Yes (within 500 feet)
The boundary of a farm operation located in an agricultural district? NoX Yes (adjacent) Yes (within 500 feet)
Does the Property Owner or Applicant have an interest in any abutting property?
NoX Yes
If yes, please identify the tax map designation of that property:

III. DESCRIPTION OF PROPOSED DEVELOPMENT

Type of Special Use Permit:
Accessory ApartmentNO
Accessory Structure over 800 square feet1559
Gross Floor Area: Existing _0S.F. Proposed1559S.F.
Number of Parking Spaces: Existing ProposedN/A
Earthwork Balance: Cut C.Y. Fill _N/A C.Y
Will Development on the subject property involve any of the following:
Areas of special flood hazard? No Yes (If yes, application for a Development Permit pursuant to Chapter 177 of the North Castle Town Code may also be required)
Trees with a diameter at breast height (DBH) of 8" or greater?
No Yes (If yes, application for a Tree Removal Permit pursuant to Chapter 308 of the North Castle Town Code may also be required.)
Town-regulated wetlands? No Yes (If yes, application for a Town Wetlands Permit pursuant to Chapter 340 of the North Castle Town Code may also be required.)
State-regulated wetlands? No Yes (If yes, application for a State Wetlands Permit may also be required.)

Short Environmental Assessment Form Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information						
Name of Action or Project:						
Project Location (describe, and attach a location map):						
110Jeor 200mion (accorno), and aman a 100mion map).						
Brief Description of Proposed Action:						
	1					
Name of Applicant or Sponsor:	_	Telephone:				
	E-Mai	E-Mail:				
Address:						
City/PO:	State: Zip			Code:		
1. Does the proposed action only involve the legislative adoption of a plan, l	local law	, ordinance,		NO	YES	
administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and	the env	ironmental resources t	that			
may be affected in the municipality and proceed to Part 2. If no, continue to	questio	n 2.				
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:				NO	YES	
in rest, has agone y(s) name and permit of approval.						
3.a. Total acreage of the site of the proposed action?		acres				
b. Total acreage to be physically disturbed?		_ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		acres				
4. Check all land uses that occur on, adjoining and near the proposed action □ Urban □ Rural (non-agriculture) □ Industrial □ Comm		□ Residential (suburl	ban)			
□ Forest □ Agriculture □ Aquatic □ Other		`				
□ Parkland						

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?			
b. Consistent with the adopted comprehensive plan?			
6. Is the proposed action consistent with the predominant character of the existing built or natural			
landscape?			
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Al If Yes, identify:	rea?	NO	YES
If Tes, identify.			
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
b. Are public transportation service(s) available at or near the site of the proposed action?			
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed ac	tion?		
9. Does the proposed action meet or exceed the state energy code requirements?		NO	YES
If the proposed action will exceed requirements, describe design features and technologies:			
10. Will the proposed action connect to an existing public/private water supply?		NO	YES
If No, describe method for providing potable water:			
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
If No, describe method for providing wastewater treatment:			
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic		NO	YES
Places? b. Is the proposed action located in an archeological sensitive area?			
b. is the proposed action located in an archeological sensitive area:			
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	n	NO	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?			
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check a	all that	apply:	
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successi	ional		
☐ Wetland ☐ Urban ☐ Suburban		NO	**********
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO	YES
		NO	TITIO
16. Is the project site located in the 100 year flood plain?		NO	YES
17. Will the proposed action create storm water discharge, either from point or non-point sources?		NO	YES
If Yes, a. Will storm water discharges flow to adjacent properties? □ NO □ YES			
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drain If Yes, briefly describe:	1s)?		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain purpose and size:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed	NO	YES
solid waste management facility?		
If Yes, describe:		
	NO	YATEG
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:		
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE KNOWLEDGE	BEST ()F MY
Applicant/sponsor name: Date: Date:		



Town of North Castle Planning Department

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

SPECIAL USE PERMIT COMPLETENESS REVIEW FORM

This form represents the standard requirements for a completeness review for all preliminary special use permit plans. Failure to provide all of the information requested will result in a determination that the special use permit application is incomplete. The review of the plan for completeness will be based on the requirements of the Town of North Castle Town Code.

Project Name on Plan:3 COWDRAYS PARK DR KATCHER POOL HOUSE					
☐XInitial Submittal ☐ Revised Preliminary Street Location: 3 COWDRAYS PARK DR.					
Zoning District:R-2A Property Acreage:12.47 Tax Map Parcel ID:102.04-1-24_					
Date:8.18.22					
DEPARTMENTAL USE ONLY					
Date Filed: Staff Name:					
Preliminary Plan Completeness Review Checklist Items marked with a "\sum" are complete, items left blank "\sum" are incomplete and must be completed, "NA" means not applicable.					
☐1. A written statement describing the nature of the proposed special use and how it will serve to implement the intent and purposes of the Town Code					
☐2. A complete application for special use permit approval form					
☐3. Plan prepared by a registered architect or professional engineer					
☐4. Map showing the applicant's entire property and adjacent properties and streets					
☐5. A locator map at a convenient scale					
☐6. The proposed location, use and design of all buildings and structures					
☐7. Proposed division of buildings into units of separate occupancy, detailed breakdowns of all proposed floor space by type of use and floor level					

PRELIMINARY SITE PLAN COMPLETENESS REVIEW FORM

Page 2

8. Existing topography and proposed grade elevations	
9. Location of drives	
☐10. Location of any outdoor storage	
☐11. Location of all existing and proposed site improvements, including drains, culverts retaining walls and fences	3,
☐12. Description of method of water supply and sewage disposal and location of such facilities	3
☐13. Location, design and size of all signs	
☐14. Location and design of lighting, power and communication facilities	
☐15. In an industrial district, specific uses proposed, number of employees for which building are designed, type of power to be used for any manufacturing process, type of wastes of by-products to be produced by any manufacturing process and proposed method of disposal of such wastes or by-products	or
☐16. In a multifamily district, floor plans of each dwelling unit shall be shown, and elevation and cross sections also may be required	s
☐17. 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	d
☐ 18. Submission of a Zoning Conformance Table depicting the plan's compliance with the minimum requirements of the Zoning District	е
☐ 19. 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 include a unique ID number, the species, size, health condition and removal status of each tree.	of
20. If a wetlands permit is being sought, identification of the wetland and the 100-foot wetland buffer.	d
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: http://www.northcastleny.com	
On this date, all items necessary for a technical review of the proposed special use permit plan have been submitted and constitute a COMPLETI APPLICATION.	



Attn. Building Department Town of North Castle

Property – 3 Cowdrays Park Dr.

Date - 08.19.2022

I, Gary Katcher owner of 3 Cowdrays Park Dr, give the authority to Christopher Pagliaro Architects to act on my behalf for permitting of the proposal pool house project. Thanks, Shy Kattly Date: 8/18/22

CONYERS FARM PLANNING & ARCHITECTURAL REVIEW COMMITTEE

August 18, 2022

Gary Katcher
3 Cowdray Park Drive
Greenwich, CT and
North Castle, NY
Gkatcher7@gmail.com
dmarini@pagliaroarchitects.com
dhorn10710@aol.com
ps@hemingwayconstruction.com

RE: New Pool House and Landscaping

Thank you for providing the Conyers Farm Planning and Architectural Review Committee (PARC) with the materials and plans requested. Your current application is to construct a new pool house and landscaping as shown on your Application dated June 17, 2022 and presented to PARC on June 27, 2022 and August 2, 2022 (the "Proposed Work") on the property located at 3 Cowdray Park Drive, Greenwich, CT and North Castle, New York (the "Property") owned by Gary Katcher (the "Property Owner"). Based on your presentations to the PARC and discussions of this application, the PARC hereby approves your application for the project subject to the following conditions:

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 - a. Plans Prepared by Christopher Pagliaro Architects dated July 27, 2022, showing brick veneer to match existing main house and slate roof to match existing main house.
 - b. Planting Plan, Drawing Number L-1, prepared for The Katcher Residence by Benedek & Ticehurst Landscape Architects & Site Planning, PC dated July 25, 2022.
 - c. The pool house is approved on the condition that the Property Owner install and maintain sufficient landscaping to completely block the view of the pool house, pool and pool equipment from the neighboring properties and the Conyers Farm roadways in all seasons.

- 2. The Property Owner shall pay an application fee of \$15,000.00 to Conyers Farm Association and shall send it to Craig Leppla at Westford Real Estate Management, 348 Hartford Turnpike, Suite 200, Vernon, Connecticut 06066. The Property Owner shall execute an escrow agreement and shall pay a bond, in the amount of \$75,000.00, immediately upon execution of this approval to be held in escrow until satisfactory completion of the Proposed Work. The Bond shall be returned to the Property Owner once construction is completed and the PARC determines the project was constructed in substantial compliance with the approved plans and specifications upon the issuance of a T.C.O. or C.O. by the Town of Greenwich or the Town of North Castle, New York. Please contact Eric Sobel of PARC for inspection and escrow release request. Upon completion of various stages of construction, PARC and/or its consultants and agents may inspect the job site for compliance with the approved plans pursuant to Article VI, Section 10 of the Declaration of Covenants, Easements and Restrictions recorded in Volume 1293 at Page 137 of the Greenwich Connecticut Land Records and recorded in Liber 8008 at Page 209 of the North Castle, New York Land Records.
- 3. This approval is specific for the Proposed Work only. No noxious or offensive activity shall be carried out on the Property. The Property Owner shall take the following measures to minimize the impact of any stone cutting and brick cutting on site:
 - a. Stone cutting will be minimized by having pre-cut, finished stone prepared off-site and delivered to the site in as large lots as possible.
 - b. Stone cutting will be limited to fitting of pre-cut stone.
 - c. Stone cutting and brick cutting will be conducted in a tent supplemented with noiseabsorbing matting, or other sound-mitigating structure enclosed on all sides and with a roof, so as to reduce noise.
 - d. Stone cutting and brick cutting will be by means of a diamond wet saw and not by means of a gas cut-off saw.
- 4. Construction work may only occur on Monday through Friday 7 a.m. − 5 p.m. and Saturday 8 a.m. − 12 noon. Construction work is strictly forbidden on Sundays and Holidays. No rock crushing shall take place upon the premises at any time.
- 5. No construction equipment shall be kept or stored on site except that which is needed for current construction purposes. Further, any construction equipment not in active use will be stored at a location on site where it is least visible from the street and neighboring properties. The job site shall be kept in a clean and orderly condition at all times during construction.
- 6. No contractor parking is allowed along the roads in Conyers Farm and Conyers Farm roadways must be kept free of dirt and materials from the construction site. The Property

Owner is responsible for any damage done to Conyers Farm private road system, landscaping, buildings and improvements from construction vehicles accessing or leaving the construction site. All contractors and subcontractors are required to keep on record with Conyers Farm Security a 24-hour emergency telephone number at all times during construction.

7. The Property Owner shall advise all of the contractors and subcontractors about the terms contained in paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 prior to the commencement of the Proposed Work. This approval is for the work noted on the above-mentioned plans. Any additional work including, but not limited to, other buildings, structures, courts, or additional landscaping will require additional approval from Conyers Farm PARC. The Property Owner shall not disturb any areas outside the scope of the approved plans. In the event any work is performed that exceeds the scope of this approval, the Property Owner shall promptly restore the area back to its original condition. Any substantive deviation from the approved plans must be approved by PARC prior to implementation. This approval may be revoked or suspended if the Property Owner exceeds the conditions or limitations of the approval or has secured this approval through deception or inaccurate information. If there are any violations of any terms and/or conditions contained in paragraphs 1, 2, 3, 4, 5, 6, 7or 8 then PARC may impose the following fines which will be deducted from the Bond and paid over to PARC:

First Offense \$ 1,000.00 Second Offense \$ 2,500.00 Third Offense \$ 5,000.00 Each Subsequent Offense \$10,000.00

- 8. No tree removal, clearing or grading is to be permitted beyond that which is shown on the approved plans.
- 9. It is the responsibility of the Property Owner to obtain any permits required by the Town Conservation Commission, Wetland Agency, Planning and Zoning and Building Department prior to construction. Copies of the permits shall be forwarded to Conyers Farm PARC.
- 10. The Proposed Work shall commence within thirty (30) days from the date of this PARC approval. All work on this project must be pursued diligently and completed within five (5) months from the date of this PARC approval. If the Proposed Work is not completed within the 5-month period, the Property Owner may apply for one additional one month extension. The Property Owner must demonstrate sufficient cause to justify said extension. An additional fee will be required, the amount to be set by PARC. The PARC must be notified in writing when the Proposed Work is to begin. All work shall be performed by a licensed, insured and reputable contractor. If completion of the Proposed Work is not achieved within six (6) months from the date of this PARC approval then the Property Owner shall pay to PARC the sum of \$5,000.00 per month until the Proposed

Work is completed. This sum shall be deducted from the Bond and paid over to PARC each month.

- 11. If the Proposed Work is not finished within 6 months, then the application must be resubmitted to the Conyers Farm PARC for review and approval.
- 12. Two (2) copies of the approved plans noted above, with Conyers Farm Record Document Stamp, must be submitted to Eric Sobel of PARC upon receipt of this letter. Please have the owner add his signature and the date in the space provided on all drawings on both sets of plans.
- 13. After construction, an "as-built" version of the construction plans shall be provided to the PARC documenting the location of the proposed work.
- 14. Any controversy or claim arising out of or relating to this contract or approval, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. Within 15 days after the commencement of arbitration, the parties shall select one person to act as arbitrator. If the parties are unable or fail to agree upon the arbitrator, the arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Stamford, Connecticut. The arbitration shall be governed by the laws of the State of Connecticut. There shall be no discovery other than the exchange of documents. Time is of the essence for any arbitration under this agreement/approval and arbitration hearing shall take place within ninety (90) days of filing and awards rendered within 120 days. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-ofpocket expenses such as copying and telephone, court costs, witness fees and attorney's fees. The arbitrator's award shall not be accompanied by a reasoned opinion. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the nonpaying party in the absence of evidence presented as provided for above.
- 15. The Property Owner shall hold harmless, indemnify and defend the Conyers Farm Corporation and its officers, directors and committee members from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorney's fees and costs of litigation, arising out of any injury to person or property occurring on the common property of the Conyers Farms Corporation during the course of the Proposed Work.

- 16. This approval will become effective upon acceptance by the Property Owner. The Property Owner's acceptance shall be provided by signing this document in the space provided below and returning one fully executed original to John Harness, Attorney for PARC. By accepting this approval, the Property Owner agrees with this approval and undertakes to abide by and comply with all of the terms and conditions of this approval. In the event PARC requires assistance from legal counsel in the future concerning this approval, the management of this approval, or the monitoring or administration of this approval, the Property Owner agrees that the legal fees incurred by PARC shall be paid by the Property Owner by deducting those fees from the Bond.
- 17. The terms and conditions of this approval enure to the benefit of PARC and the Conyers Farm Association, Inc. and are binding upon the Property Owners and its successors and assigns.
- 18. This PARC approval will be withdrawn and deemed null and void if not accepted by the Property Owner within thirty (30) days from the date this approval is electronically sent to the Property Owner.

Since	erely,	
Eric :	Sobel, PARC Chairman	
	PARC Approval and its terms and con- erty Owner.	ditions stated herein are hereby Accepted by the
	roval Accepted erty Owner	
By: _	Gary Katcher	Date
ce:	PARC John R. Harness, Esq. Craig Leppla	

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the _____ day of August, 2022, by and among the LOT OWNER(S) signing below ("Lot Owner"), CONYERS FARM CORPORATION ("Conyers Farm") and LAW OFFICE OF JOHN R. HARNESS, P.C. ("Escrow Agent").

WHEREAS, Conyers Farm has asked Escrow Agent to hold, as their agent, various letters of credit or cash equivalents as security for the proper performance of various construction, landscaping and clearing activities undertaken by certain Owners of lots within Conyers Farm as more particularly set forth in approvals and conditions therefore established and granted by the Planning and Architectural Review Committee ("PARC," f/k/a ARC), a committee of Conyers Farm.

WHEREAS, the PARC has jurisdiction over regulating such activities at Conyers Farm pursuant to the Declaration of Covenants, Easements and Restrictions of Conyers Farm recorded in Book 1293 at Page 137 of the Greenwich Connecticut Land Records and recorded in Liber 8008 at Page 209 of the North Castle, New York Land Records, as amended and modified thereafter, the By-Laws issued in connection therewith (collectively, the "Declaration") and, additionally, pursuant to Special Rule of the ARC dated February 5, 1996.

WHERAS, Escrow Agent has agreed to accept the responsibilities requested of them herein but only so long as same is done pursuant to the terms of this Agreement.

WHEREAS, Lot Owner(s), by signing this Agreement agrees that Escrow Agent should hold any such deposit in accordance with the terms of this Agreement and otherwise agrees to fully comply with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

- Deposit in Escrow. Lot Owner(s), Conyers Farm and Escrow Agent agree that the cash equivalent (hereinafter referred to as the "Deposit") delivered to Escrow Agent hereunder shall be held in escrow by Escrow Agent subject to the terms and conditions of this Agreement. Escrow Agent shall deposit any cash equivalent held hereunder in a local banking institution with interest thereon, if any, going to the ultimate recipient thereof. The tax identification number or social security number, as appropriate, of Lot Owner(s) shall be listed as the registered Owner(s) of same for initial tax registration purposes. Neither Lot Owner(s), Conyers Farm nor the Escrow Agent shall be permitted to assign, pledge or hypothecate the Deposit.
- 2. <u>Conditions.</u> Each deposit shall be held as security for the proper performance by Lot Owner(s) of a certain construction, landscaping or clearing project (the "Project") which was the subject of an application to the PARC and the subsequent approval of same by the PARC, which approval is made a part hereof (along with any conditions and requirements therein and as such approval may be amended from time to time at the sole discretion of the PARC, the ("Approval"). Reference for each particular Project is made to the approvals associated therewith as well as to the Special Rule of the PARC regarding deposits and the Declaration and this Agreement.
- 3. <u>Duties of Escrow Agent</u>. The duties of Escrow Agent shall be entirely administrative and not discretionary. Escrow Agent shall have no liability hereunder, except for willful misconduct or gross negligence. Escrow Agent shall have no duty to inquire about or to determine the authenticity, accuracy or validity of any direction, instructions or notice given or delivered to it hereunder, and shall be entitled to act in accordance with and pursuant to any direction, instructions or notice given to it by Conyers Farm under this Agreement and believed by it to be authentic. Escrow Agent shall not be bound by any notice or demand with respect thereto, or any waiver, modification, amendment, termination or revision of the conditions of this Agreement unless in writing delivered to Escrow Agent, and if the duties of Escrow Agent are affected thereby, unless it shall have given its written consent thereto. Lot Owner(s) and Conyers Farm agree to and hereby do waive any suit, claim, demand or cause of action of any kind which either may have or may assert against the Escrow Agent arising out of or relating to its performance hereunder, unless such suit, claim, demand or cause of action is based upon willful misconduct or

gross negligence of Escrow Agent. Lot Owner(s) and Conyers Farm agree to indemnify and hold harmless Escrow Agent from and against any and all claims, demands, costs, liabilities and expenses, including reasonable counsel fees, which may be asserted against Escrow Agent or to which Escrow Agent may be exposed by reason of its performance hereunder, except for willful misconduct or gross negligence of Escrow Agent.

4. Disposition of Deposit. The Deposit shall, in whole or in part, be released from escrow by Escrow Agent in accordance with the sole instruction of Convers Farm. The Lot Owner(s) may request a return of the Deposit upon completion of the Project by making application to the PARC for inspection and written approval. Upon receipt of such written approval, the Escrow Agent shall return the Deposit to the Lot Owner(s). Before releasing all or part of said Deposit upon the instructions of Conyers Farm to someone other than the Lot Owner(s), Escrow Agent shall provide the Lot Owner(s) with fifteen (15) days written notice of such proposed release to be sent by U.S. mail prepaid postage or by a recognized private delivery service such as Federal Express with the fifteen (15) days to be measured from the date of mailing or delivery to such private delivery service. In the event of any dispute between Conyers Farm, Escrow Agent or Lot Owner(s) with regard to disposition of the Deposit, Escrow Agent shall have the right to commence a suit in interpleader, place the Deposit in court and shall thereupon be fully released and discharged from all further obligations under this Agreement, except as may be determined in such a suit. In the alternative, Escrow Agent may hold the Deposit in escrow pending final resolution of such dispute. If Conyers Farm demands delivery from escrow of all or a part of the Deposit, Escrow Agent shall be authorized to do so. Escrow Agent shall not be authorized or required to deliver all or part of the Deposit based on instructions from anyone (including, but not limited to, the Lot Owner(s)) other than Conyers Farm. Lot Owner(s) shall be responsible for all of Escrow Agent's costs and fees in connection with any such suit or proceeding regarding the Deposit and shall reimburse Conyers Farm for any such payment or costs paid by Convers Farm to Escrow Agent. Escrow Agent may obtain independent counsel. Escrow Agent's law firm may represent Conyers Farm in any dispute arising hereunder other than a dispute between Convers Farm and Escrow Agent and shall not be precluded from doing so by virtue of its duties as such Escrow Agent.

5. <u>Notices</u>. Any notices, demands, requests, consents approvals or other communications arising hereunder must be given in writing, and delivered by hand or Federal Express or other equivalent overnight courier.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

By: Name:	
Name: Title:	
ESCROW AGENT	
Ву:	
Name:	
Title:	
LOT OWNER	
Ву:	
By:	

CONYERS FARM CORPORATION

Amount of Escrow: \$75,000.00

CONYERS FARM PLANNING & ARCHITECTURAL REVIEW COMMITTEE

September August 30, 2022

Gary Katcher
3 Cowdray Park Drive
Greenwich, CT and
North Castle, NY
Gkatcher7@gmail.com
dmarini@pagliaroarchitects.com
dhorn10710@aol.com
ps@hemingwayconstruction.com

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 - a. Stone cutting will be minimized by having pre-cut, finished stone prepared off-site and delivered to the site in as large lots as possible.
 - b. Stone cutting will be limited to fitting of pre-cut stone.
 - c. Stone cutting and brick cutting will be conducted in a tent supplemented with noiseabsorbing matting, or other sound-mitigating structure enclosed on all sides and with a roof, so as to reduce noise.
 - d. Stone cutting and brick cutting will be by means of a diamond wet saw and not by means of a gas cut-off saw.
- Construction work may only occur on Monday through Friday 7 a.m. 5 p.m. and Saturday 8 a.m. - 12 noon. Construction work is strictly forbidden on Sundays and Holidays. No rock crushing shall take place upon the premises at any time.
- 5. No construction equipment shall be kept or stored on site except that which is needed for current construction purposes. Further, any construction equipment not in active use will be stored at a location on site where it is least visible from the street and neighboring properties. The job site shall be kept in a clean and orderly condition at all times during construction.
- 6. No contractor parking is allowed along the roads in Conyers Farm and Conyers Farm roadways must be kept free of dirt and materials from the construction site. The Property

Owner is responsible for any damage done to Conyers Farm private road system, landscaping, buildings and improvements from construction vehicles accessing or leaving the construction site. All contractors and subcontractors are required to keep on record with Conyers Farm Security a 24-hour emergency telephone number at all times during construction.

7. The Property Owner shall advise all of the contractors and subcontractors about the terms contained in paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 prior to the commencement of the Proposed Work. This approval is for the work noted on the above-mentioned plans. Any additional work including, but not limited to, other buildings, structures, courts, or additional landscaping will require additional approval from Conyers Farm PARC. The Property Owner shall not disturb any areas outside the scope of the approved plans. In the event any work is performed that exceeds the scope of this approval, the Property Owner shall promptly restore the area back to its original condition. Any substantive deviation from the approved plans must be approved by PARC prior to implementation. This approval may be revoked or suspended if the Property Owner exceeds the conditions or limitations of the approval or has secured this approval through deception or inaccurate information. If there are any violations of any terms and/or conditions contained in paragraphs 1, 2, 3, 4, 5, 6, 7or 8 then PARC may impose the following fines which will be deducted from the Bond and paid over to PARC:

First Offense \$ 1,000.00 Second Offense \$ 2,500.00 Third Offense \$ 5,000.00 Each Subsequent Offense \$10,000.00

- 8. No tree removal, clearing or grading is to be permitted beyond that which is shown on the approved plans.
- It is the responsibility of the Property Owner to obtain any permits required by the Town Conservation Commission, Wetland Agency, Planning and Zoning and Building Department prior to construction. Copies of the permits shall be forwarded to Conyers Farm PARC.
- 10. The Proposed Work shall commence within thirty (30) days from the issuance of a building permit by the Town of North Castle, NY.. All work on this project must be pursued diligently and completed within twenty four (24) months from the date of commencement of construction which is defined as the posting of the required PARC escrow.. If the Proposed Work is not completed within the twenty four (24)-month period, the Property Owner may apply for one additional six month extension. The Property Owner must demonstrate sufficient cause to justify said extension. An additional fee will be required, the amount to be set by PARC. Completion of construction shall be considered as the issuance of a certificate of occupancy by the local governance. The PARC must be notified in writing when the Proposed Work is to begin.

All work shall be performed by a licensed, insured and reputable contractor. If completion of the Proposed Work is not achieved within twenty four (24) months from the date of this PARC approval then the Property Owner shall pay to PARC the sum of \$5,000.00 per month until the Proposed Work is completed. This sum shall be deducted from the Bond and paid over to PARC each month.

- 11. This PARC approval is valid for two years from the date of issue provided construction commences during the two year period. This approval may be extended for one additional two year period provided that an additional fee of \$10,000.00 is paid to PARC. If the Proposed Work does not commence prior to the expiration of the approval, then the application must be resubmitted to the Conyers Farm PARC for review and approval.
- 12. Two (2) copies of the approved plans noted above, with Conyers Farm Record Document Stamp, must be submitted to Eric Sobel of PARC upon receipt of this letter. Please have the owner add his signature and the date in the space provided on all drawings on both sets of plans.
- 13. After construction, an "as-built" version of the construction plans shall be provided to the PARC documenting the location of the proposed work.
- 14. Any controversy or claim arising out of or relating to this contract or approval, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. Within 15 days after the commencement of arbitration, the parties shall select one person to act as arbitrator. If the parties are unable or fail to agree upon the arbitrator, the arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Stamford, Connecticut. The arbitration shall be governed by the laws of the State of Connecticut. There shall be no discovery other than the exchange of documents. Time is of the essence for any arbitration under this agreement/approval and arbitration hearing shall take place within ninety (90) days of filing and awards rendered within 120 days. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-ofpocket expenses such as copying and telephone, court costs, witness fees and attorney's fees. The arbitrator's award shall not be accompanied by a reasoned opinion. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the nonpaying party in the absence of evidence presented as provided for above.

- 15. The Property Owner shall hold harmless, indemnify and defend the Convers Farm Corporation and its officers, directors and committee members from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorney's fees and costs of litigation, arising out of any injury to person or property occurring on the common property of the Conyers Farms Corporation during the course of the Proposed Work.
- 16. This approval will become effective upon acceptance by the Property Owner. The Property Owner's acceptance shall be provided by signing this document in the space provided below and returning one fully executed original to John Harness, Attorney for PARC. By accepting this approval, the Property Owner agrees with this approval and undertakes to abide by and comply with all of the terms and conditions of this approval. In the event PARC requires assistance from legal counsel in the future concerning this approval, the management of this approval, or the monitoring or administration of this approval, the Property Owner agrees that the legal fees incurred by PARC shall be paid by the Property Owner by deducting those fees from the Bond.
- 17. The terms and conditions of this approval enure to the benefit of PARC and the Conyers Farm Association, Inc. and are binding upon the Property Owners and its successors and assigns.
- 18. This PARC approval will be withdrawn and deemed null and void if not accepted by the Property Owner within thirty (30) days from the date this approval is electronically sent to the Property Owner.

This PARC Approval and its terms and conditions stated herein are hereby Accepted by the Property Owner.

Approval Accepted Property Owner

By: Yary Katcher
Gary Katcher

cc:

PARC John R. Harness, Esq. Craig Leppla

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the 3016 day of September, 2022, by and among the LOT OWNER(S) signing below ("Lot Owner"), CONYERS FARM CORPORATION ("Conyers Farm") and LAW OFFICE OF JOHN R. HARNESS, P.C. ("Escrow Agent").

WHEREAS, Conyers Farm has asked Escrow Agent to hold, as their agent, various letters of credit or cash equivalents as security for the proper performance of various construction, landscaping and clearing activities undertaken by certain Owners of lots within Conyers Farm as more particularly set forth in approvals and conditions therefore established and granted by the Planning and Architectural Review Committee ("PARC," f/k/a ARC), a committee of Conyers Farm.

WHEREAS, the PARC has jurisdiction over regulating such activities at Conyers Farm pursuant to the Declaration of Covenants, Easements and Restrictions of Conyers Farm recorded in Book 1293 at Page 137 of the Greenwich Connecticut Land Records and recorded in Liber 8008 at Page 209 of the North Castle, New York Land Records, as amended and modified thereafter, the By-Laws issued in connection therewith (collectively, the "Declaration") and, additionally, pursuant to Special Rule of the ARC dated February 5, 1996.

WHERAS, Escrow Agent has agreed to accept the responsibilities requested of them herein but only so long as same is done pursuant to the terms of this Agreement.

WHEREAS, Lot Owner(s), by signing this Agreement agrees that Escrow Agent should hold any such deposit in accordance with the terms of this Agreement and otherwise agrees to fully comply with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

- Deposit in Escrow. Lot Owner(s), Conyers Farm and Escrow Agent agree that the cash equivalent (hereinafter referred to as the "Deposit") delivered to Escrow Agent hereunder shall be held in escrow by Escrow Agent subject to the terms and conditions of this Agreement. Escrow Agent shall deposit any cash equivalent held hereunder in a local banking institution with interest thereon, if any, going to the ultimate recipient thereof. The tax identification number or social security number, as appropriate, of Lot Owner(s) shall be listed as the registered Owner(s) of same for initial tax registration purposes. Neither Lot Owner(s), Conyers Farm nor the Escrow Agent shall be permitted to assign, pledge or hypothecate the Deposit.
- 2. <u>Conditions.</u> Each deposit shall be held as security for the proper performance by Lot Owner(s) of a certain construction, landscaping or clearing project (the "Project") which was the subject of an application to the PARC and the subsequent approval of same by the PARC, which approval is made a part hereof (along with any conditions and requirements therein and as such approval may be amended from time to time at the sole discretion of the PARC, the ("Approval"). Reference for each particular Project is made to the approvals associated therewith as well as to the Special Rule of the PARC regarding deposits and the Declaration and this Agreement.
- 3. <u>Duties of Escrow Agent</u>. The duties of Escrow Agent shall be entirely administrative and not discretionary. Escrow Agent shall have no liability hereunder, except for willful misconduct or gross negligence. Escrow Agent shall have no duty to inquire about or to determine the authenticity, accuracy or validity of any direction, instructions or notice given or delivered to it hereunder, and shall be entitled to act in accordance with and pursuant to any direction, instructions or notice given to it by Conyers Farm under this Agreement and believed by it to be authentic. Escrow Agent shall not be bound by any notice or demand with respect thereto, or any waiver, modification, amendment, termination or revision of the conditions of this Agreement unless in writing delivered to Escrow Agent, and if the duties of Escrow Agent are affected thereby, unless it shall have given its written consent thereto. Lot Owner(s) and Conyers Farm agree to and hereby do waive any suit, claim, demand or cause of action of any kind which either may have or may assert against the Escrow Agent arising out of or relating to its performance hereunder, unless such suit, claim, demand or cause of action is based upon willful misconduct or

gross negligence of Escrow Agent. Lot Owner(s) and Conyers Farm agree to indemnify and hold harmless Escrow Agent from and against any and all claims, demands, costs, liabilities and expenses, including reasonable counsel fees, which may be asserted against Escrow Agent or to which Escrow Agent may be exposed by reason of its performance hereunder, except for willful misconduct or gross negligence of Escrow Agent.

4. Disposition of Deposit. The Deposit shall, in whole or in part, be released from escrow by Escrow Agent in accordance with the sole instruction of Conyers Farm. The Lot Owner(s) may request a return of the Deposit upon completion of the Project by making application to the PARC for inspection and written approval. Upon receipt of such written approval, the Escrow Agent shall return the Deposit to the Lot Owner(s). Before releasing all or part of said Deposit upon the instructions of Conyers Farm to someone other than the Lot Owner(s), Escrow Agent shall provide the Lot Owner(s) with fifteen (15) days written notice of such proposed release to be sent by U.S. mail prepaid postage or by a recognized private delivery service such as Federal Express with the fifteen (15) days to be measured from the date of mailing or delivery to such private delivery service. In the event of any dispute between Conyers Farm, Escrow Agent or Lot Owner(s) with regard to disposition of the Deposit, Escrow Agent shall have the right to commence a suit in interpleader, place the Deposit in court and shall thereupon be fully released and discharged from all further obligations under this Agreement, except as may be determined in such a suit. In the alternative, Escrow Agent may hold the Deposit in escrow pending final resolution of such dispute. If Conyers Farm demands delivery from escrow of all or a part of the Deposit, Escrow Agent shall be authorized to do so. Escrow Agent shall not be authorized or required to deliver all or part of the Deposit based on instructions from anyone (including, but not limited to, the Lot Owner(s)) other than Conyers Farm. Lot Owner(s) shall be responsible for all of Escrow Agent's costs and fees in connection with any such suit or proceeding regarding the Deposit and shall reimburse Convers Farm for any such payment or costs paid by Conyers Farm to Escrow Agent. Escrow Agent may obtain independent counsel. Escrow Agent's law firm may represent Conyers Farm in any dispute arising hereunder other than a dispute between Conyers Farm and Escrow Agent and shall not be precluded from doing so by virtue of its duties as such Escrow Agent.

5. <u>Notices</u>. Any notices, demands, requests, consents approvals or other communications arising hereunder must be given in writing, and delivered by hand or Federal Express or other equivalent overnight courier.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

Amount of Escrow: \$75,000.00