## VENEZIANO & ASSOCIATES 84 Business Park Drive Suite 200 Armonk, New York 10504 (914) 273-1300

December 22, 2023

Christopher Carthy, Chairman North Castle Planning Board 15 Bedford Road Armonk, NY 10504

> Re: Remix Properties, LLC 12 Maple Avenue Site Plan Approval

Honorable Chairman and Members of the Planning Board:

This firm represents Remix Properties, LLC, the entity in contract to acquire 12 Maple Avenue. Our intent is to develop a restaurant on the site.

We have previously advised the Planning Board that we were before the Zoning Board of Appeals in an effort to secure a variance associated with off-street parking. The required variance was granted by the ZBA on Thursday, December 7, 2023. The variance was premised on an agreement with the owner of 20 Maple Avenue to add 22 off-street spaces to our base 15 spaces at 12 Maple Avenue. In addition, the objection of Armonk Square was resolved.

We are hereby submitting information to support our pending Site Plan Application. Attached is a letter from Kimberly Horn, together with plans and exhibits. Kindly place this matter on the January 8<sup>th</sup> agenda and please know that we shall request the scheduling of our Site Plan public hearing for January 22, 2024, if possible.

With respect to your Board's prior inquiry into the rights granting us access to the other sites for parking (number, term, etc.), be advised that we are moving towards a final draft of our Lease with 20 Maple Avenue as well as with the American Legion. We shall submit same to the Town Attorney upon execution and understand your concern in advance. We are also submitting a Traffic and Parking Management Plan explaining our solutions.

Thank you for your attention to this matter.

Very truly yours,

Anthony F. Veneziano, Jr.

ANTHONY F. VENEZIANO, JR.

AFV/kj



December 22<sup>nd</sup>, 2023

Adam Kaufman, Town Planner Town of North Castle Planning Department 17 Bedford Road Armonk, New York 10504

RE: 12 Maple Avenue Development 12 Maple Avenue, Armonk, NY 10504

Dear Mr. Kaufman,

This letter is in response to comments made in the Town of North Castle Planning Department's Staff Report, dated October 2, 2023, as well as comments made by Sal Misiti from the Water & Sewer Department of Town of North Castle, dated August 23, 2023, as part of the review of 12 Maple Avenue's Application for Site Development Plan Approval. Modifications to the application's site plans and related application materials were made in response to these comments.

### **Attachments enclosed:**

- 1. 12 Maple Avenue Site Plans for Remix Properties LLC, prepared by Kimley-Horn Engineering and Landscape Architect of New York, P.C., last revised December 22, 2023
- 12 Maple Elevations plan Depicts proposed building's height
- 3. Revised proposed building floor plan by prepared by Fowler Design, dated 12/21/2023 Depicts basement for mechanical room.
- 4. CVS driveway access easement control number 573493180, recorded on 1/17/18
- 5. Town of North Castle Planning Department's Staff Report, dated October 2, 2023
- 6. Comment letter, dated August 23, 2023 from Sal Misiti from Water and Sewer Department
- Traffic & Parking Management Plan (clean copy and tracked-changes), revised to reflect the availability of parking in the American Legion Parking Lot for up to nine employees' vehicles daily.

### The following are responses to the comments from Town of North Castle Planning Department's Staff Report dated October 2, 2023

### **Procedural Comments:**

1. Pursuant to Section 12-18(1) of the Town Code, all site development plans submitted to the Planning Board are required to be referred to the Architectural Review Board (ARB) for review and comment.

Response: Applicant agrees.

The application for site plan approval will need to be referred to the Westchester County Planning Board, pursuant to § 239-m of New York State General Municipal Law (GML). This referral is required because the subject site is located within 500 feet of NY Route 128.

Response: Applicant agrees.

3. The Proposed Action would be classified as a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA).

Response: Comment noted.

A Public Hearing for the proposed site plan will need to be scheduled.

Response: Applicant agrees.



5. The site plan should be forwarded to the Chief of Police, Fire Inspector and the Armonk Fire Chief so that they may make any pertinent recommendations to the Planning Board including, but not limited to, the designation of no-parking zones, emergency vehicle access or any other issued deemed important to providing emergency services.

### Staff Notes:

The referral was made on August 8, 2023. The Police Department expressed concerns relating to the flow of vehicles from the site to the adjacent 20 Maple Avenue via Maple Ave. In addition, the Police expressed further concern that vehicles will queue on Maple Avenue and disrupt traffic operations. The police also are concerned that the public will bypass the valet parking and utilize other parking in the hamlet.

Response: As indicated in Table A of Kimley-Horn's response memorandum, dated September 21, 2023, based on data obtained from other similar restaurants in the Hamlet, it is unlikely that valet parking will be required at the proposed restaurant until 6 p.m. each day1. As such, the 15 proposed parking spaces is expected to be sufficient to accommodate customer parking until 6 pm and there will be no flow of vehicles from the Site to Maple Avenue before this time.

Further, as indicated on page 12 of the September 21, 2023 memorandum, parking demand in the public lots surrounding the property begins to decline starting at around 2:00 p.m. each day. As such, public parking in the Hamlet is Ample when there will be a need for valet parking at 20 Maple Avenue after 6 p.m. which will reduce the demand for valet parking at 20 Maple Avenue. In the event that valet parking is needed at 20 Maple Avenue, the Applicant's Traffic & Parking Management Plan has proposed a signage system intended to minimize, if not eliminate, the flow of traffic from the Site to 20 Maple Avenue.

The Traffic & Parking Management Plan demonstrates how up to three vehicles at a time can be dropped off to or returned by valet's without interfering with traffic on the driveway between Maple Avenue and CVS. It is a further 90 feet from the 12 Maple Avenue Parking Lot Driveway to Maple Avenue.

The September 21, 2023 memorandum and the Traffic & Parking Management Plan have been reviewed by the Town's Traffic Consultant who opined, in correspondence dated September 29, 2023 that adequate parking can be provided for the project with the implementation of the Traffic & Parking Management Plan, that there is available parking in municipal lots when the restaurant is busiest, and that valet operations on both properties maximize the on-site storage to receive arriving patrons.

6. The site plan should be forwarded to the Sewer and Water Department so that they may make any pertinent recommendations to the Planning Board the capacity of the sewer and water infrastructure to handle the proposed amount of effluent and water demand.

### Staff Notes:

The referral was made on August 8, 2023. The Water and Sewer Department recommended that the applicant reconsider the grease trap location. In addition, irrigation water demand should be included in the calculations. Furthermore, the plan should be revised to depict the location of water meter, backflow preventer and appurtenances.

Response: Please see below for the responses to the Water and Sewer Department comment letter dated August 23, 2023.

<sup>&</sup>lt;sup>1</sup> Restaurant parking at 20 Maple Avenue is only permitted earlier than 5 PM on weekends – as part of the terms of agreement for the use of the property.



An outdoor dining permit, issued by the Building Department, will be required prior to utilizing any outdoor/roof area for outdoor dining.

Response: Applicant agrees.

8. Given the proposed lack of off-street parking in the hamlet area, it is recommended that the project be referred to the Town's Traffic Consultant for review and report.

### Staff Notes:

The Town's Traffic Consultant noted that during the evening and on weekends 56 off-street parking spaces will be available via valet parking at the site and at 20 Maple Avenue. However, only 24 spaces will be available during the critical afternoon parking crunch in the Armonk Hamlet.

In general, the Town's consultant believes that adequate parking will be available in and around the restaurant once all of the details of the plans are revised to the Town's satisfaction.

Response: The applicant Agrees with the Town's Consultant's conclusion that adequate parking can be provided and has prepared the attached Traffic & Parking Management Plan to specify how that will be accomplished.

It is noted that, since the Town Consultant's review, the Applicant has secured a letter of intent from the American legion to permit 9 employees to park at the American Legion property on Bedford Road. These spaces are private, not public, and closer to the restaurant than the previously proposed employee parking location.

### **General Comments:**

 The existing 1,700 square foot building is proposed to be converted into a 3,600 square foot restaurant. The CB-A2 Zoning District permits "restaurants, taverns, cafes, bakeries not exceeding 5,000 square feet of floor area" (via CB-A principal use reference) as well as "any accessory buildings or uses customarily incident to a permitted use" (via CB-B accessory use reference).

Response: Comment noted.

2. The Applicant has stated that employees will utilize street parking on Old Route 22. It is highly unlikely that employees will utilize the proposed parking as it is an 8 minute walk to the subject site from that location. The Planning Board will need to evaluate whether the information presented by the Applicant is credible.

Response: As noted above, since the Application was originally reviewed, the Applicant has secured a letter of intent from the American legion to permit 9 employees to park at the American Legion property on Bedford Road. These spaces are private, not public, and closer to the restaurant than the previously proposed employee parking location (only a 5-minute walk). As a condition of employment, all employees will be told that they must park at the American Legion or Old Route 22. Any and that violations of this requirement will result in escalating disciplinary action up to and including termination.

3. The site plan depicts a total of 15 off-street parking spaces where 48 are required. The Applicant will need to obtain an off-street parking variance from the Zoning Board of Appeals.

Response: Off-street parking variance was granted from the Zoning Board of Appeals on December 7, 2023.

4. The submitted material indicates that there might be nighttime music/dancing/party. If such uses are not associated with typical sit down dinner service, those proposed uses may require the issuance of a Town Board Cabaret License pursuant to Chapter 140.

Response: Applicant agrees.



The site plan previously counted 33 seats associated with the outdoor dining terrace/bar and 21 seats on the front porch. If these areas are not enclosed, then these seats should not be counted toward the off-street parking requirement as outdoor dining does not have an off-street parking requirement associated with that

Response: The seating calculation on Sheet C-3 Layout Plan has been revised, however, the required off-street parking required is unchanged due to the floor area requirement.

6. The site plan previously depicted ground level standing bar should be revised to assign "seats" to the locations where bar patrons will occupy the standing bar. It seems as though 8 "seats" should be assigned to this area.

Response: Eight (8) chairs will be available at the ground level bar area. The patrons can freely choose to sit or stand when occupying the bar area. The eight seats have been included in the seating calculation.

7. The Applicant should quantify the restaurant operation impacts with respect to water and sewage generation.

Response: The site plan sheet C-5 Utility Plan has been added to include water and sewer demand calculations.

The Applicant should be commended for taking this opportunity to improve the site's frontage along Maple Avenue by enhancing the building's architecture and providing planting in front of the building.

Response: Revised site plans include a Landscaping Plan which includes tree plantings on the site's frontage along Maple Avenue.

The Applicant should submit the access easement to utilize the CVS driveway to add to the official record for this project.

Response: Attached is the CVS driveway access easement control number 573493180, recorded on 1/17/18.

10. The site plan should be revised to depict a trash enclosure detail. The Applicant should demonstrate that the trash enclosure is large enough to accommodate the waste and recycling needs of the proposed uses on the site.

Response: A detail for the trash enclosure has been provided in the revised site plans. The proposed trash enclosure can accommodate the typical commercial 4-yard dumpster (6' L x 4' W x 4.5' H) for a medium-sized restaurant occupying a space of 5,000 square feet or less as per the manufacturer recommendation.

11. The Applicant should indicate whether any commercial vehicles are proposed to be parked on the site. If so, the site plan should depict such vehicles on the site plan (those spots should not be counted as part of the offstreet parking provided on the site).

Response: No commercial vehicles will be parked on the site during the restaurant's hours of operation.

12. The Applicant should submit a lighting plan in accordance with Section 355-45.M of the Town Code.

Response: Revised site plans include a Lighting Plan designed in accordance with Town Code.



13. The Applicant should submit a landscaping plan with plant schedule (name, size, quantity) for review. Parking lot landscaping should be included where possible.

Response: Revised site plans include a Landscaping Plan with a plant schedule.

14. The Applicant should submit elevations for review. The elevations should depict proposed building height (average grade to roof midpoint).

Response: Attached 12 Maple Elevations plan depicts the proposed building's height of 21' – 8", the same as the existing building.

# The following are responses to the comments from Sal Misiti (Water and Sewer Department) dated August 23, 2023

1. Their methodology for sewer using 40 gpd they say "accounts for potential inflow and infiltration". There shouldn't be any I & I in this operation.

Response: The inflow and infiltration (I & I) previously included in the calculation was based on NYSDOH & TR-16 guidelines. Based on the memorandum's comment, I & I is no longer considered in the revised use demand calculation. Updated water and sewer demand calculations are included in Sheet C-5 Utility Plan.

2. They are indicating seating for 144 on the plan, surprisingly there are only four (4) toilets and no urinals for the entire operation.

Response: The four (4) toilets provided are individual, unisex bathrooms. No urinals are proposed given each bathroom will be unisex. Based on the experience of the Applicant, the four (4) bathrooms and four (4) toilet fixtures provided will be sufficient for the proposed restaurant.

3. Curious how the outside open rooftop seating area will be drained. The collection of rainwater for that surface area cannot discharge to the sanitary sewer.

Response: Rainwater for the outside, open rooftop seating area will discharge to the Town's storm drainage system.

4. Although I understand the drawings are not for construction, they illustrate a large grease trap in the front of the building parallel to the porch and on the building side of the sidewalk. This in my opinion is not the best place for this, and may be in the right of way. Generally, these are serviced by honey dipper trucks, stopping in front on Maple Avenue for this service will create a traffic problem, not to mention this operation at their front entrance will not be aesthetically pleasing. This would be better suited in the rear or east side of the building.

Response: The grease trap location has been updated on the site plans to be in the rear of the building.

5. In addition, there should be consideration for water use relative to irrigation of the rooftop and surrounding gardens.

Response: The use demand calculations have been updated to reflect anticipated water use for irrigation.

6. Understanding the utility plan provided is not for construction there is no indication for a utility area to house a water meter and the fire system backflow preventor, and appurtenances.

Response: Attached revised proposed building floor plan prepared by Fowler Design, dated 12/21/2023 depicts the basement for mechanical room to house the water meter, the fire system backflow preventor and appurtenances.



7. It should be understood that whatever seating is configured, seasonal and permanent, all of the seating is part of the calculation for their SD2 sewer user fees. The number of table/booth seats, bar stools, porch, rooftop, etc.

Response: Comment noted.

The Client thanks you for your attention in this matter and looks forward to the Department's review of the responses. Please contact me if you have any questions.

Best Regards,

Jason Cheong, P.E.

Kimley-Horn Engineering and Landscape Architecture of New York, P.C.

Cc: Stefan Martinovic – Remix Properties, LLC Tony Veneziano – Veneziano & Associates

# SITE PLANS

FOR

# 12 MAPLE AVENUE

12 MAPLE AVE ARMONK, NY 10504 TOWN OF NORTH CASTLE

# PROJECT TEAM

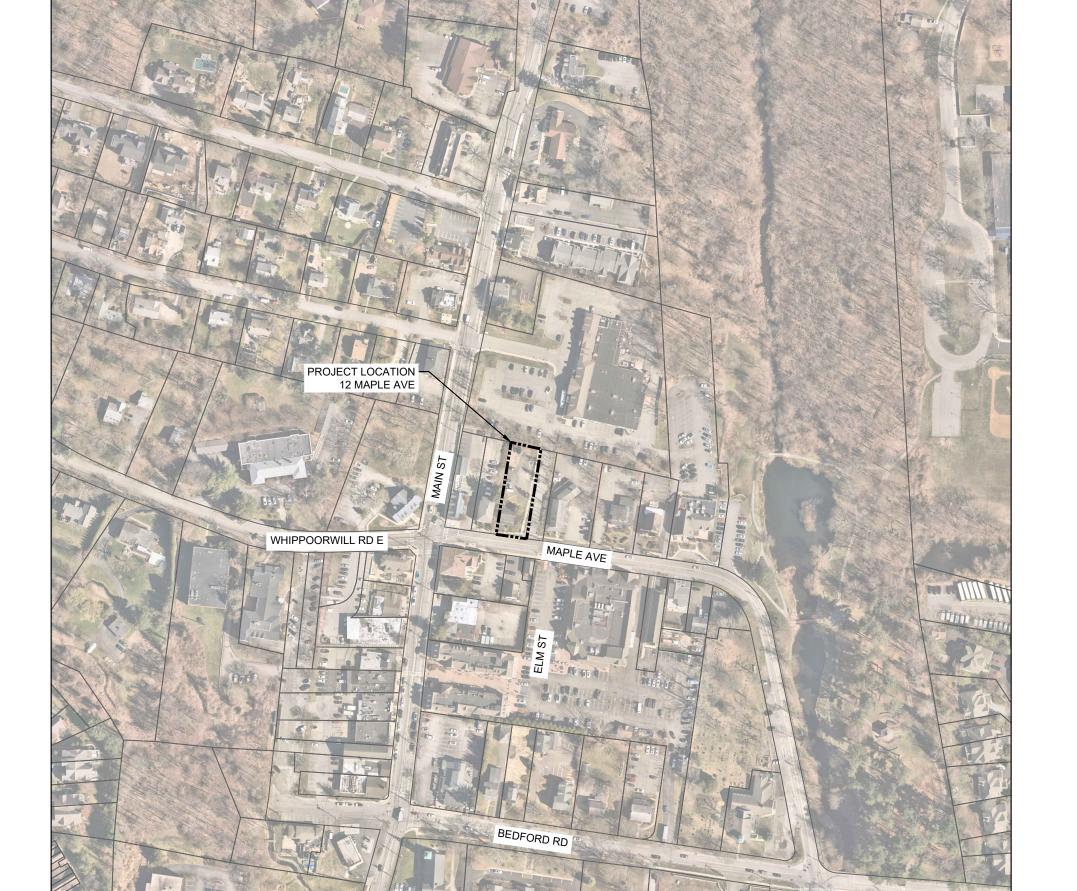
**CIVIL ENGINEER** KIMLEY-HORN ENGINEERING AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C. 1 NORTH LEXINGTON AVENUE SUITE 505 WHITE PLAINS, NY 10601 TEL: (914) 368-9200 CONTACT: JASON CHEONG, P.E.

TRAFFIC ENGINEER KIMLEY-HORN ENGINEERING AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C. 1 NORTH LEXINGTON AVENUE SUITE 505 WHITE PLAINS, NY 10601 TEL: (914) 368-9200 CONTACT: JOHN CANNING, P.E.

LANDSCAPE ARCHITECT KIMLEY-HORN ENGINEERING AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C. 1 NORTH LEXINGTON AVENUE SUITE 505 WHITE PLAINS, NY 10601 TEL: (914) 368-9200 CONTACT: KEVIN VAN HISE, PLA

FOWLER FOWLER ARCHITECTURE & DESIGN TEL: (301) 793-6426 CONTACT: MICHELLE FOWLER, AIA

TC MERRITTS LAND SURVEYORS 394 BEDFORD ROAD PLEASANTVILLE, NY 10570 TEL: (914) 769-8003 CONTACT: DANIEL MERRITTS, P.L.S.



GRAPHIC SCALE IN FEET

# PROPERTY INFORMATION

**APPLICANT** REMIX PROPERTIES LLC 25 MEADOW HILL PLACE ARMONK, NY 10504 TEL: (415) 246-9644 CONTACT: STEFAN MARTINOVIC

OWNER GMS 12 MAPLE LLC P.O. BOX 673 MILLWOOD, NY 10543 TEL: (917) 843-3699

SECTION: 108.01 BLOCK: 6 LOT: 26

ZONE: CB-A2

SHEET LIST TABLE						
SHEET NUMBER SHEET TITLE						
C-0.0	COVER SHEET					
C-1.0	GENERAL NOTES					
C-2.0	EXISTING CONDITIONS PLAN					
C-2.1	DEMOLITION PLAN					
C-3.0	LAYOUT PLAN					
C-4.0	GRADING AND DRAINAGE PLAN					
C-5.0	UTILITY PLAN					
C-6.0	EROSION AND SEDIMENT CONTROL PLAN					
C-6.1	EROSION AND SEDIMENT CONTROL DETAILS					
C-7.0	LANDSCAPING PLAN					
C-7.1	LANDSCAPING DETAILS					
C-8.0	LIGHTING PLAN					
C-8.1	LIGHTING DETAILS					
C-9.0	SIGHT DISTANCE PLAN					
C-10.0	SITE DETAILS					
C-10.1	SITE DETAILS					
C-10.2	SITE DETAILS					
C-10.3	SITE DETAILS					

SITE PLAN REVIEW

SHEET NUMBER C-0.0

APPROVED BY TOWN OF NORTH CASTLE PLANNING BOARD RESOLUTION, DATED:

CHRISTOPHER CARTHY, CHAIRMAN TOWN OF NORTH CASTLE PLANNING BOARD

ENGINEERING PLANS REVIEWED FOR CONFORMANCE TO RESOLUTION:

JOSEPH. M CERMELE, P.E. KELLARD SESSIONS CONSULTING CONSULTING TOWN ENGINEERS

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**SITE LOCATION MAP** 

SOURCE: NEARMAP, WESTCHESTER COUNTY GIS TAX PARCELS

## GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR AND SUBCONTRACTORS SHOULD BE FAMILIAR WITH ALL STATE AND LOCAL REQUIREMENTS RELATED TO SITE CONSTRUCTION ACTIVITIES PRIOR TO COMMENCING WORK. ALL WORK SHALL CONFORM AS APPLICABLE TO THESE GOVERNING STANDARDS AND SPECIFICATIONS
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES. SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
- EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL LINDERGROUND LITH ITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OF COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 72 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. AN APPROXIMATE LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ANY AND ALL CHANGES RELATED TO FIELD CONDITIONS, INCLUDING AREAS OF ROCK EXCAVATION. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL FILE WITH THE OWNER A COMPLETE SET OF "AS CONSTRUCTED" DRAWINGS PREPARED BY A NYS
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEW YORK DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.

LICENSED LAND SURVEYOR SHOWING AND LOCATING ALL FEATURES OF THE WORK AS INSTALLED.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF NEW YORK PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
- ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE OWNER WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- ANY EXISTING UTILITY, WHICH IS TO BE EXTENDED, WHICH IS THE CONNECTION POINT FOR NEW UNDERGROUND UTILITIES. OR WHICH NEW FACILITIES CROSS. SHALL BE EXPOSED BY THE CONTRACTOR PRIOR TO PLACEMENT OF THE NEW UTILITIES COST OF SUCH EXCAVATION AND SUBSEQUENT BACKFILL SHALL BE INCLUDED IN THE PRICES PAID FOR THE VARIOUS ITEMS OF WORK. THE ELEVATIONS AND LOCATIONS OF THE EXISTING FACILITIES WILL BE CHECKED BY THE PUBLIC WORKS INSPECTOR AND THE ENGINEER. IF IN THE OPINION OF THE INSPECTOR A CONFLICT EXISTS, THEN THE ENGINEER SHALL MAKE ANY NEEDED GRADE AND/ OR ALIGNMENT ADJUSTMENTS AND REVISE THE PLANS ACCORDINGLY. ALL GRAVITY FLOW PIPELINES TO BE LAID UPGRADE FROM THE LOWEST POINT STARTING AT THE END OF EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
- WORK OF THIS CONTRACT IS TO INCLUDE, BUT NOT LIMITED TO, DEMOLITION OF EXISTING BUILDING FOUNDATIONS AND OLD UTILITY SYSTEMS, SITE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, UTILITIES, UTILITY STRUCTURES, ASPHALT AND CONCRETE PAVEMENT, CONCRETE PAVERS, CONCRETE AND GRANITE CURBING, DRIVEWAY APRONS, CONCRETE AND ASPHALT RAMPS, SIDEWALKS. FENCING, RAILINGS, SIGNAGE, SITE LIGHTING, RETAINING WALLS AND MISCELLANEOUS STRUCTURES.
- 15. HOURS OF CONSTRUCTION ACTIVITY MUST COMPLY WITH THE TOWN OF NORTH CASTLE CODE.
- PRIOR STARTING CONSTRUCTION ALL ACTIVE UTILITIES SHOULD BE IDENTIFIED, MARKED OUT IN THE FIELD, AND SECURED AS NECESSARY
- CONTRACTOR IS ALSO TO FAMILIARIZE HIMSELF WITH THE SUBSURFACE EXPLORATIONS AND GEOTECHNICAL REPORTS APPLICABLE TO THE PROJECT. ASSUMED PROVIDED BY OTHERS.
- INFORMATION GIVEN IN THE SUBSURFACE EXPLORATIONS AND GEOTECHNICAL ENGINEERING REPORTS WAS OBTAINED FOR USE BY THE OWNER IN EXECUTION OF DESIGN. THE SUBSURFACE CONDITIONS DESCRIBED IN THE REPORTS ARE NOT INTENDED AS REPRESENTATIONS OR WARRANTIES OF ACCURACY THE SUBSURFACE STRATIGRAPHY SHOWN IN THE REPORTS ARE BASED ON NECESSARY INTERPOLATIONS BETWEEN BORINGS AND MAY OR MAY NOT REPRESENT ACTUAL SUBSURFACE CONDITIONS. THE OWNER WILL NOT BE RESPONSIBLE FOR INTERPRETATIONS OR CONCLUSIONS MADE FROM THE DATA IN THE REPORTS BY THE CONTRACTOR.
- CONDUCT A PRE-CONSTRUCTION CONFERENCE AT THE PROJECT SITE A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO COMMENCING ANY WORK OF THIS CONTRACT. THE MEETING WILL BE ARRANGED BY THE OWNER UPON NOTIFICATION OF THE CONTRACTOR AND IS TO BE ATTENDED BY REPRESENTATIVES OF THE CONTRACTOR, OWNER, CONSTRUCTION MANAGER, GEOTECHNICAL ENGINEER, SITE/CIVIL ENGINEER AND REPRESENTATIVES OF THE TOWN OF NORTH CASTLE.
- ADJOINING PROPERTY OWNERS WILL CONTINUE TO OCCUPY THEIR FACILITIES IMMEDIATELY ADJACENT TO THE PROJECT SITE AND DEMOLITION AREAS. THUS, THE CONTRACTOR MUST CONDUCT HIS OPERATIONS IN SUCH A MANNER AND MAKE ANY ARRANGEMENTS NECESSARY SO THAT THE ADJOINING PROPERTY OWNER'S USE OF THEIR FACILITIES WILL NOT BE DISRUPTED DURING THE COURSE OF THE WORK
- PROVIDE NOT LESS THAN SEVENTY-TWO (72) HOURS' NOTICE TO THE OWNER AND ADJACENT PROPERTY OWNERS OF ACTIVITIES THAT WILL AFFECT THEIR RESPECTIVE USE OF THEIR PROPERTY.
- 21. MAINTAIN ACCESS TO EXISTING WALKWAYS, EXITS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.

CONTRACTOR UNDER A SEPARATE CONTRACT.

ADJACENT BUILDINGS AND FACILITIES TO REMAIN.

- 22. DO NOT CLOSE OR OBSTRUCT WALKWAYS, EXITS, OR OTHER OCCUPIED OR USED FACILITIES WITHOUT WRITTEN PERMISSION FROM AUTHORITIES HAVING JURISDICTION OR THE AFFECTED PROPERTY OWNER.
- IT IS NOT EXPECTED THAT HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE CONDUCT OF THE WORK. HOWEVER, IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED. DO NOT DISTURB AND IMMEDIATELY NOTIFY THE OWNER AND CONSTRUCTION MANAGER. HAZARDOUS MATERIALS WILL BE REMOVED BY THE OWNER AND/OR
- REVIEW PROJECT RECORD DOCUMENTS OF EXISTING CONSTRUCTION PROVIDED BY OWNER. OWNER DOES NOT GUARANTEE THAT EXISTING CONDITIONS ARE SAME AS THOSE INDICATED IN PROJECT RECORD DOCUMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR ENGAGING A PROFESSIONAL ENGINEER TO PERFORM AN ENGINEERING SURVEY OF THE CONDITION OF ANY REMAINING BUILDING STRUCTURE OR FOUNDATION SYSTEM TO DETERMINE WHETHER REMOVING ANY ELEMENT MIGHT RESULT IN A STRUCTURAL DEFICIENCY OR UNPLANNED COLLAPSE OF ANY PORTION OF THAT STRUCTURE OR ADJACENT STRUCTURES DURING DEMOLITION OPERATIONS.
- PROVIDE AND MAINTAIN INTERIOR AND EXTERIOR SHORING, BRACING, OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT UNEXPECTED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED.
- EXISTING UTILITIES: MAINTAIN ACTIVE UTILITY SERVICES INDICATED TO REMAIN AND PROTECT THEM AGAINST DAMAGE
- DURING DEMOLITION OPERATIONS. 28. DO NOT INTERRUPT EXISTING UTILITIES SERVING BOTH ON SITE AND OFF SITE ADJACENT OCCUPIED OR OPERATING
- 29. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO OWNER AND TO
- PROVIDE AT LEAST SEVENTY-TWO (72) HOURS' NOTICE TO OWNER IF SHUTDOWN OF SERVICE IS REQUIRED DURING
- CHANGEOVER. TEMPORARY PROTECTION: ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, RAILINGS, CANOPIES, AND COVERED
- PASSAGEWAYS, WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION AND AS INDICATED.
- PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN. PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO

FACILITIES UNLESS AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.

- PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND BUILDING DEMOLITION AREA AND TO AND FROM OCCUPIED PORTIONS OF ADJACENT BUILDINGS AND STRUCTURES.
- PROTECT WALLS, WINDOWS, ROOFS, AND OTHER ADJACENT EXTERIOR CONSTRUCTION THAT ARE TO REMAIN AND THAT ARE EXPOSED TO BUILDING DEMOLITION OPERATIONS OR OTHER CONSTRUCTION ACTIVITY.
- GENERAL: DEMOLISH ALL ITEMS, AS EITHER INDICATED ON THE PLANS OR ENCOUNTERED IN THE FIELD DURING THE WORK, COMPLETELY. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
- DO NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. MAINTAIN FIRE WATCH AND PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME-CUTTING OPERATIONS.

38. MAINTAIN ADEQUATE VENTILATION WHEN USING CUTTING TORCHES.

SUPPORTING WALLS, FLOORS, OR FRAMING OF ADJOINING STRUCTURES.

- 39. LOCATE DEMOLITION EQUIPMENT AND REMOVE DEBRIS AND OTHER MATERIALS SO AS NOT TO IMPOSE EXCESSIVE LOADS ON
- 40. ENGINEERING SURVEYS: PERFORM SURVEYS AS THE WORK PROGRESSES TO DETECT HAZARDS THAT MAY RESULT FROM BUILDING DEMOLITION ACTIVITIES.
- 41. SITE ACCESS AND TEMPORARY CONTROLS: CONDUCT DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED
- 42. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, WALKWAYS. OR OTHER ADJACENT OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY AUTHORITIES HAVING JURISDICTION
- 43. USE WATER MIST AND OTHER SUITABLE METHODS TO LIMIT SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL-PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE ADJACENT CONSTRUCTION OR CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS, SUCH AS ICE, FLOODING, AND POLLUTION.
- 44. REMOVE STRUCTURES AND OTHER SITE IMPROVEMENTS INTACT WHEN PERMITTED BY AUTHORITIES HAVING JURISDICTION.
- 45. CONCRETE: CUT CONCRETE FULL DEPTH AT JUNCTURES WITH CONSTRUCTION INDICATED TO REMAIN, USING POWER-DRIVEN SAW, THEN REMOVE CONCRETE BETWEEN SAW CUTS.
- 46. MASONRY: CUT MASONRY AT JUNCTURES WITH CONSTRUCTION INDICATED TO REMAIN, USING POWER-DRIVEN SAW, THEN REMOVE MASONRY BETWEEN SAW CUTS.
- 47. CONCRETE SLABS-ON-GRADE: SAW-CUT PERIMETER OF AREA TO BE DEMOLISHED AT JUNCTURES WITH CONSTRUCTION INDICATED TO REMAIN, THEN BREAK UP AND REMOVE.
- 48. EQUIPMENT: DISCONNECT EQUIPMENT AT NEAREST FITTING CONNECTION TO SERVICES, COMPLETE WITH SERVICE VALVES. REMOVE AS WHOLE UNITS. COMPLETE WITH CONTROLS.
- 49. BELOW-GRADE CONSTRUCTION: DEMOLISH EXISTING FOUNDATIONS AND FOOTINGS, FOUNDATION WALLS, WALLS, SLABS AND OTHER BELOW-GRADE CONSTRUCTION THAT IS WITHIN TEN (10) FEET OUTSIDE OF FOOTPRINT INDICATED FOR NEW CONSTRUCTION. ABANDON BELOW-GRADE CONSTRUCTION OUTSIDE THIS AREA.
- 50. REMOVE BELOW-GRADE CONSTRUCTION TO DEPTHS INDICATED ON THE PLANS.

UNTIL THEY ARE REMOVED FROM PROJECT SITE.

- 51. EXISTING BELOW GRADE CONSTRUCTION SHOULD BE REMOVED ENTIRELY FROM BELOW PROPOSED FOUNDATIONS AND THEIR ZONES OF INFLUENCE (IF DETERMINED BY LINES EXTENDING AT LEAST ONE (1) FOOT LATERALLY BEYOND FOOTING EDGES FOR EACH VERTICAL FOOT OF DEPTH) AND EXCAVATED TO AT LEAST TWO (2) FEET BELOW PROPOSED CONSTRUCTION SUBGRADE LEVELS ELSEWHERE.
- 52. FOUNDATION AND SLABS MAY REMAIN IN PLACE BELOW THESE DEPTHS BELOW GROUND SUPPORTED SLABS, PAVEMENTS AND LANDSCAPED AREAS, PROVIDED THEY ARE APPROVED BY THE GEOTECHNICAL ENGINEER AND DO NOT INTERFERE WITH FUTURE CONSTRUCTION (INCLUDING UTILITIES); HOWEVER, IF EXISTING SLAB OR STRUCTURE TO REMAIN SHOULD BE THOROUGHLY BROKEN TO ALLOW VERTICAL DRAINAGE OF INFILTRATING WATER.
- 53. EXISTING UTILITIES: ABANDON EXISTING UTILITIES AND BELOW-GRADE UTILITY STRUCTURES. CUT UTILITIES FLUSH WITH
- 54. EXISTING UTILITIES: DEMOLISH EXISTING UTILITIES AND BELOW-GRADE UTILITY STRUCTURES THAT ARE WITHIN TEN (10) FEET OUTSIDE OF FOOTPRINT INDICATED FOR NEW CONSTRUCTION. ABANDON UTILITIES OUTSIDE THIS AREA.
- 55. FILL ABANDONED UTILITY STRUCTURES AND PIPING WITH EITHER LEAN CONCRETE OR SATISFACTORY SOIL MATERIALS APPROVED BY THE OWNER OR GEOTECHNICAL ENGINEER.
- 56. EXISTING UTILITIES: DEMOLISH AND REMOVE EXISTING UTILITIES AND BELOW-GRADE UTILITY STRUCTURES.
- 57. SITE DRAINAGE: SITE SOILS MAY SOFTEN WHEN EXPOSED TO WATER, EVERY EFFORT MUST BE MADE TO MAINTAIN DRAINAGE OF SURFACE WATER RUNOFF AWAY FROM CONSTRUCTION AREAS AND OPEN EXCAVATIONS BY GRADING AND LIMITING THE EXPOSURE OF EXCAVATIONS AND PREPARED SUBGRADES TO RAINFALL.
- 58. BELOW-GRADE AREAS: COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM BUILDING DEMOLITION
- OPERATIONS WITH SATISFACTORY SOIL MATERIALS APPROVED BY THE OWNER AND/OR GEOTECHNICAL ENGINEER. 59. SITE GRADING: UNIFORMLY ROUGH GRADE AREA OF DEMOLISHED CONSTRUCTION TO A SMOOTH SURFACE. FREE FROM
- IRREGULAR SURFACE CHANGES. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES. 60. SEPARATE RECYCLABLE DEMOLISHED MATERIALS FROM OTHER DEMOLISHED MATERIALS TO THE MAXIMUM EXTENT
- POSSIBLE. SEPARATE RECYCLABLE MATERIALS BY TYPE.
- 62. STOCKPILE PROCESSED MATERIALS ON-SITE WITHOUT INTERMIXING WITH OTHER MATERIALS. PLACE, GRADE, AND SHAPE

61. PROVIDE CONTAINERS OR OTHER STORAGE METHOD APPROVED BY ARCHITECT FOR CONTROLLING RECYCLABLE MATERIALS

- STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WINDBLOWN DUST. 63. STOCKPILE MATERIALS IN DESIGNATED AREAS SHOWN ON THE PLANS OR AS APPROVED IN THE FIELD BY THE OWNER OR
- CONSTRUCTION MANAGER.
- 64. IF RECYCLABLE MATERIAL CANNOT BE USED ON-SITE, THE CONTRACTOR SHALL TRANSPORT THE RECYCLABLE MATERIALS OFF OWNER'S PROPERTY AND LEGALLY DISPOSE OF THEM AT NO ADDITIONAL COST TO THE OWNER IN ACCORDANCE WITH THE SWF
- 65. DEMOLITION MATERIAL. FREE OF ENVIRONMENTAL CONCERNS, AND APPROVED BY NYSDEC, MAY BE USED AS FILL MATERIAL. PROVIDED THE MATERIAL IS PROPERLY SEGREGATED AND PROCESSED AS FOLLOWS AND APPROVED FOR REUSE ON THE SITE BY THE GEOTECHNICAL ENGINEER:
- 66. CONCRETE MASONRY MATERIALS SHOULD BE CRUSHED TO A WELL GRADED BLEND WITH A MAXIMUM SIZE OF THREE (3) INCHES IN DIAMETER. PER EARTHWORK SPECIFICATIONS.
- 67. MILLED OR RECYCLED ASPHALT PAVEMENT (RAP) MAY BE REUSED AS GRANULAR BASE MATERIAL FOR PAVEMENTS PROVIDED THAT THE RAP PARTICLE SIZE MEETS THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR GRANULAR BASE AND NO MORE THAN FIFTY (50) PERCENT OF THE PAVEMENT GRANULAR BASE CONTAINS RAP.
- 68. OTHER ASPHALTIC MATERIALS AND DELETERIOUS BUILDING MATERIALS SUCH AS WOOD, INSULATION, METAL, SHINGLES, ETC. SHOULD NOT BE USED AS GENERAL STRUCTURAL FILL MATERIAL
- 69. EXCEPT FOR ITEMS OR MATERIALS INDICATED TO BE RECYCLED, REUSED, SALVAGED, REINSTALLED, OR OTHERWISE INDICATED TO REMAIN OWNER'S PROPERTY, REMOVE DEMOLISHED MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM IN AN EPA-APPROVED LANDFILL.
- 70. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
- 87. BURNING: ON SITE BURNING OF RUBBISH AND OTHER DEMOLITION DEBRIS WILL NOT BE PERMITTED.
- 88. DISPOSAL: TRANSPORT DEMOLISHED MATERIALS OFF OWNER'S PROPERTY AND PROVIDE FOR THE LEGAL OFF SITE DISPOSAL OF THE MATERIAL IN ACCORDANCE WITH THE SMP.
- 89. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY BUILDING DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE BUILDING DEMOLITION OPERATIONS BEGAN.
- 90. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE OWNER WITH A SURVEY PREPARED BY A NYS LICENSED LAND SURVEYOR SHOWING THE LOCATION AND THE ELEVATIONS TO WHICH THE DEMARCATION BARRIER IS INSTALLED.
- 91. THE CONTRACTOR IS TO NOTE THAT THE WORK OF THIS CONTRACT WILL INCLUDE WORK BY OTHERS AND THE CONTRACTOR SHALL COORDINATE HIS WORK AND MAKE EVERY REASONABLE EFFORT TO PERMIT THE EXECUTION OF SUCH WORK BY

92. IF TEMPORARY UTILITY SERVICES ARE REQUIRED THE CONTRACTOR SHALL SEE TO IT THAT THEY ARE PROVIDED AT NO

- ADDITIONAL COST TO THE OWNER AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN SUCH TEMPORARY FACILITIES FOR THE DURATION OF THEIR WORK. 93. ALL WORK OF THIS CONTRACT SHALL CONFORM TO THESE CONTRACT DRAWINGS AND SPECIFICATIONS AS WELL AS TO THE
- APPLICABLE REQUIREMENTS OF THE TOWN OF NORTH CASTLE BUILDING, PUBLIC WORKS, AND FIRE DEPARTMENTS, AS WELL AS THE COGNIZANT PUBLIC UTILITY COMPANIES.
- 94. ALL WORK SHALL COMPLY WITH THE BUILDING CODE OF NEW YORK STATE AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL RULES, LAWS, AND REGULATIONS.
- 95. ALL PROJECT RELATED LINES AND GRADES ARE TO BE ESTABLISHED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN
- 96. SIZES OF EXISTING UTILITY LINES ARE TO BE VERIFIED IN THE FIELD BY CAREFUL TEST EXCAVATIONS BY THE CONTRACTOR PRIOR TO STARTING THE WORK ANY SUBSTANTIVE VARIATIONS FROM THE SURVEY DATA PROVIDED ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER SO THAT APPROPRIATE DESIGN MODIFICATIONS MAY BE MADE.

97. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING DRAINAGE OR UTILITY SYSTEMS WITHIN OR ADJACENT TO

- THE WORK SHOWN ON THESE DRAWINGS. ANY DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL IMMEDIATELY BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE AND TO THE SATISFACTION OF THE OWNER OR UTILITY COMPANY INVOLVED. 98. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL TRADES REQUIRED BY THE CONTRACT WORK
- AND SHALL OBTAIN AU. REQUIRED BONDS, PERMITS, ETC. REQUIRED FOR THE EXECUTION OF THE WORK AND CONFORM THE WORK WITH ALL APPLICABLE CODES, RULES AND REGULATIONS OF THE GOVERNING AGENCIES. THE CONTRACTOR IN ACCORDANCE WITH NEW YORK STATE LAW (CODE RULE 53) SHALL BE RESPONSIBLE FOR NOTIFYING THE APPROPRIATE UTILITY COMPANY OR AGENCY PRIOR TO COMMENCING ANY EXCAVATION WORK AND SHALL NOTIFY THE "CALL BEFORE YOU DIG" HOTLINE @ 1-800-962-7962 PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
- 99. SAFE AND ADEQUATE PEDESTRIAN AND VEHICULAR TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES TO THE ADJACENT BUILDINGS WHILE THE WORK IS PROGRESSING. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL OF THE OWNER A CONSTRUCTION SEQUENCE SCHEDULE AND PLAN FOR PEDESTRIAN AND VEHICULAR TRAFFIC FLOW. 100. ALL UNPAVED AREAS WITHIN THE WORK AREAS AND ALL AREAS DISTURBED DURING CONSTRUCTION ARE TO BE STABILIZED
- IN ACCORDANCE WITH THE NYSDEC APPROVED STORMWATER POLITITION PREVENTION PLAN LINESS OTHERWISE DIRECTED BY THE OWNER, TURFED AREAS, DISTURBED BY REGRADING AND OTHER WORK OF CONTRACTOR, SHALL BE BROUGHT TO THE PROPER SUBGRADE ELEVATION, TOPSOIL TO A MINIMUM DEPTH OF 4 INCHES SHALL BE PLACED AND, LIMING, FERTILIZING AND SEEDING ACCOMPLISHED, AS SPECIFIED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE SEEDED AREAS UNTIL THEY HAVE BECOME WELL ESTABLISHED.

- 101. EXISTING PAVEMENT WHICH IS TO REMAIN AND WHICH IS REMOVED OR DAMAGED DURING THE CONSTRUCTION WORK OF THIS CONTRACT IS TO BE RESTORED TO ITS ORIGINAL CONDITION.
- 102. UNLESS OTHERWISE SHOWN HEREON OR DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL MATCH THE MATERIALS, TYPES, THICKNESS AND QUALITY OF EXISTING BITUMINOUS CONCRETE PAVEMENTS, WALKWAYS AND CURBS WITHIN THE PUBLIC RIGHT-OF-WAY WHICH ARE TO BE REPLACED.
- 103. ASA REFERENCE STANDARD ALL WORK CONTAINED HEREIN SHALL BE GOVERNED BY THE REQUIREMENTS SET FORTH IN THE "STANDARD SPECIFICATIONS. CONSTRUCTION AND MATERIALS" AS PUBLISHED BY THE NYSDOT, DESIGN AND CONSTRUCTION
- DIVISION, DATED JANUARY 2, 2002, INCLUDING ALL LATEST AMENDMENTS THERETO 104. AT NO TIME, SHALL ANY EXCAVATED AREAS BE LEFT UNATTENDED UNLESS APPROPRIATE MARKING AND BARRICADING IS
- 105. WITH REGARD TO EXISTING UTILITIES TO REMAIN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING UTILITY VALVES, MANHOLE FRAMES, COVERS, RIMS, INVERTS AND HYDRANTS TO MEET NEW FINISH GRADE OR AS OTHERWISE
- REQUIRED TO FUNCTION PROPERLY
- 106. CONTRACTOR SHALL REVIEW PLANS FROM SITE PREPARATION AND SITE PACKAGE CONTRACT AND FAMILIARIZE THEMSELVES WITH PREVIOUS SCOPE OF WORK.
- 107. CONTRACTOR SHALL LIMIT ACTIVITIES IN AREAS OF DEVELOPMENT THAT ARE OCCUPIED.

# PAVING, GRADING AND DRAINAGE NOTES

- 1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR NEW YORK STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR
- 2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND REPAIRED TO EXISTING CONDITION OR BETTER.
- 3. TRAFFIC CONTROL ON ALL NYSDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- 4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL AN ADEQUATE STABILIZATION OCCURS.
- 5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE COVERED WITH TOPSOIL AND SEED AS INDICATED ON THE LANDSCAPE
- 6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS
- 7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED. THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS
- WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
- 9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND LINTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
- 10. DEWATERING DISCHARGE WILL NOT BE PERMITTED TO DISCHARGE ONTO OPEN GROUND. IT SHALL BE TREATED AND DISCHARGED INTO THE COUNTY SEWER. PERMIT TO BE COORDINATED BY THE OWNER.
- 11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
- 12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION.
- 13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE STABILIZED BY MEANS AND METHODS APPROVED BY THE AUTHORITY HAVING JURISDICTION. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE COVERED WITH ROCK OR MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
- 14. ALL CUT OR FILL SLOPES SHALL BE 3 (HORIZONTAL):1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
- 15 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
- 16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER. THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS OF THE GOVERNING CODE.
- EXPOSED SLOPES SHOULD BE STABILIZED WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY. TO PREVENT EROSION. SEDIMENTATION OR TURBID DISCHARGES.
- 18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE REQUIRED PERMITS COMPLETE WITH ALL CONDITIONS ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY GOVERNING JURISDICTIONS.
- 19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
- 20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

# BUILDING AND SAFETY DIVISION NOTES

- 1. FILL TO BE COMPACTED TO NOT LESS THAN 90% OF MAXIMUM DENSITY AS DETERMINED BY A.S.T.M. SOIL COMPACTION TEST
- 2. FIELD DENSITY WILL BE DETERMINED BY THE SAND-CONE METHOD A.S.T.M. 1556-07 AND/OR NUCLEAR DENSITY GAUGE METHOD A.S.T.M. 2922/3017. IN FINE GRAINED. COHESIVE SOILS. FIELD DENSITY MAY BE DETERMINED BY THE DRIVE-CYLINDER METHOD D2937 A.S.T.M. PROVIDED NOT LESS THAN 20% OF THE REQUIRED DENSITY TESTS, UNIFORMLY DISTRIBUTED, ARE BY THE SAND-CONE METHOD. THE METHOD OF DETERMINING FIELD DENSITY SHALL BE SHOWN IN THE COMPACTION REPORT OTHER METHODS MAY BE USED IF RECOMMENDED BY THE SOILS ENGINEER AND APPROVED IN ADVANCE BY THE BUILDING
- 3. NOT LESS THAN ONE FIELD DENSITY TEST WILL BE MADE FOR EACH TWO-FOOT VERTICAL LIFT OF FILL NOR LESS THAN ONE SUCH TEST FOR EACH 1,000 CUBIC YARDS OF MATERIAL PLACED UNLESS OTHERWISE RECOMMENDED BY THE SOILS
- 4. NO FILL TO BE PLACED UNTIL STRIPPING OF VEGETATION, REMOVAL OF UNSUITABLE SOILS AND INSTALLATION OF SUBDRAINS (IF ANY) HAS BEEN INSPECTED AND APPROVED BY THE SOILS ENGINEER.
- 5. NO ROCK OR SIMILAR MATERIAL GREATER THAN 8" IN DIAMETER WILL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR
- SUCH PLACEMENT HAVE BEEN SUBMITTED BY THE SOILS ENGINEER IN ADVANCE AND APPROVED BY THE BUILDING OFFICIAL. 6. FINISH GRADING WILL BE COMPLETED AND APPROVED BEFORE OCCUPANCY OF BUILDINGS.
- 7. SEE GRADING PLANS FOR EARTHWORK VOLUMES.

8. FILL SLOPES SHALL NOT BE STEEPER THAN 2.1.

- 9. DENSITY TESTS WILL BE MADE AT POINTS APPROXIMATELY ONE FOOT BELOW THE FILL SLOPE SURFACE. ONE TEST WILL BE MADE FOR EACH 1,000 SQ. FT. OF SLOPE SURFACE, BUT NOT LESS THAN ONE TEST FOR EACH 10 FT. VERTICAL OF SLOPE HEIGHT UNLESS OTHERWISE RECOMMENDED BY THE SOILS ENGINEER.
- 10. ALL PADS AT ROUGH GRADING WILL HAVE A MINIMUM SLOPE OF 1 % TOWARDS THE STREET OR DESIGNED DRAINAGE OUTLET. 11. APPROVAL OF THIS PLAN BY THE LOCAL AGENCY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF

THIS PROJECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES WITHIN THE

- LIMITS OF THIS PROJECT. 12. FILLS SHALL BE BENCHED IN ACCORDANCE WITH APPROVED GEOTECHNICAL REPORT
- 13. ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SITE SOILS ENGINEER PER THE GRADING CODE.
- 14. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY AN ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL RECOMMEND NECESSARY TREATMENT TO THE BUILDING OFFICIAL FOR APPROVAL.
- 15. WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED TO BE NECESSARY BY THE ENGINEERING GEOLOGIST AND SOILS ENGINEER. THE SOILS ENGINEER WILL SUBMIT DESIGN, LOCATION AND CALCULATIONS TO THE BUILDING OFFICIAL PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOILS ENGINEER WILL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
- 16. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO PROVIDE CONSULTATION CONCERNING COMPLIANCE WITH THE PLANS, SPECIFICATIONS,
- 17. THE DESIGN CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING AND CONSTRUCTION FOR CONSULTATION CONCERNING COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE WITHIN THIS PURVIEW.
- 18. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE.

# MAINTENANCE

CUBIC YARDS / ACRE.

- ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES MAY BE CHECKED BY A QUALIFIED PERSON ON A SCHEDULE THAT MEETS OR EXCEEDS THE
- GOVERNING REQUIREMENTS, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING: INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR
- DETERIORATION. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE
- FERTILIZED. WATERED AND RESEEDED AS NEEDED. 3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE
- 4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
- 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- 6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55
- 7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER.

SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

# WATER AND SEWER UTILITY NOTES

- THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, CLEANOUTS, GRAVITY SEWER LINES, AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN. DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND
- ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET. THE CONTRACTOR SHALL ALSO SCOPE THE SEWER LINES ON SITE AND RECORD A

THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT. THE MOST STRINGENT SHALL GOVERN.

- 3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
- DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
- ALL PHASES OF INSTALLATION INCLUDING LINEADING TRENCHING LAYING AND BACK FILLING SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
- ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL
- CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

## RECORD DRAWINGS

WHERE LOCAL JURISDICTIONS REQUIRE RECORD DRAWINGS, THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER AND OWNER COPIES OF A PAVING GRADING AND DRAINAGE RECORD DRAWING AND A SEPARATE LITHLITY RECORD DRAWING BOTH PREPARED BY A NEW YORK REGISTERED SURVEYOR. THE RECORD DRAWINGS SHALL VERIFY ALL DESIGN INFORMATION INCLUDED ON THE DESIGN PLANS OF THE SAME NAME.

# PROJECT CLOSEOUT

SUPPLIED PRODUCTS FOR LAYOUT OF THE PROJECT FEATURES.

REQUIRED BY THE GOVERNING JURISDICTIONS TO PROPERLY CLOSEOUT THE PROJECT BEFORE IT CAN BE DEEMED DOCUMENT USE

CONTRACTOR SHALL PROVIDE THE NECESSARY ITEMS INCLUDING ANY TESTING, REPORTS, OR CERTIFICATION DOCUMENTS

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE

ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN ENGINEERING AND LANDSCAPE

OBTAINED FROM THE DESIGNERS, BUT SHALL VERIFY LOCATION OF PROJECT FEATURES IN ACCORDANCE WITH THE PAPER

- ARCHITECTURE OF NEW YORK, P.C. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN ENGINEERING AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C. CONTRACTOR SHALL NOT RELY SOLELY ON ELECTRONIC VERSIONS OF PLANS. SPECIFICATIONS, AND DATA FILES THAT ARE
- COPIES OF THE PLANS AND SPECIFICATIONS THAT ARE SUPPLIED AS PART OF THE CONTRACT DOCUMENTS. SYMBOLS AND LEGENDS OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SCALED TO THEIR ACTUAL DIMENSIONS OR LOCATIONS ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE DETAIL SHEET DIMENSIONS, NYSDOT STANDARD SHEETS, MANUFACTURERS' LITERATURE, SHOP DRAWINGS AND FIELD MEASUREMENTS OF

FOR SITE PLAN REVIEW

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SHEET NUMBER

DATE

APPROVED BY TOWN OF NORTH CASTLE PLANNING BOARD RESOLUTION, DATED: ]

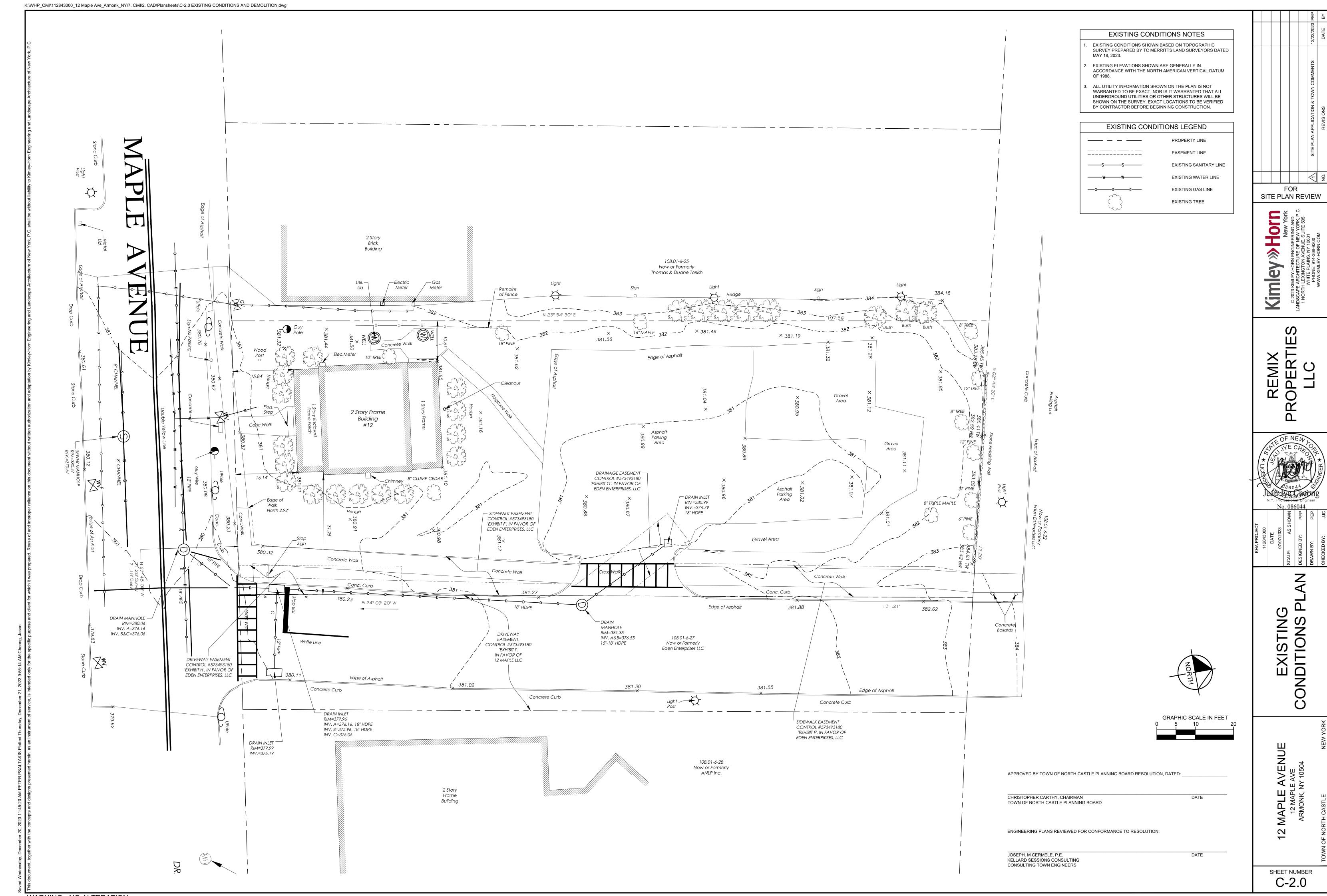
CHRISTOPHER CARTHY, CHAIRMAN

TOWN OF NORTH CASTLE PLANNING BOARD

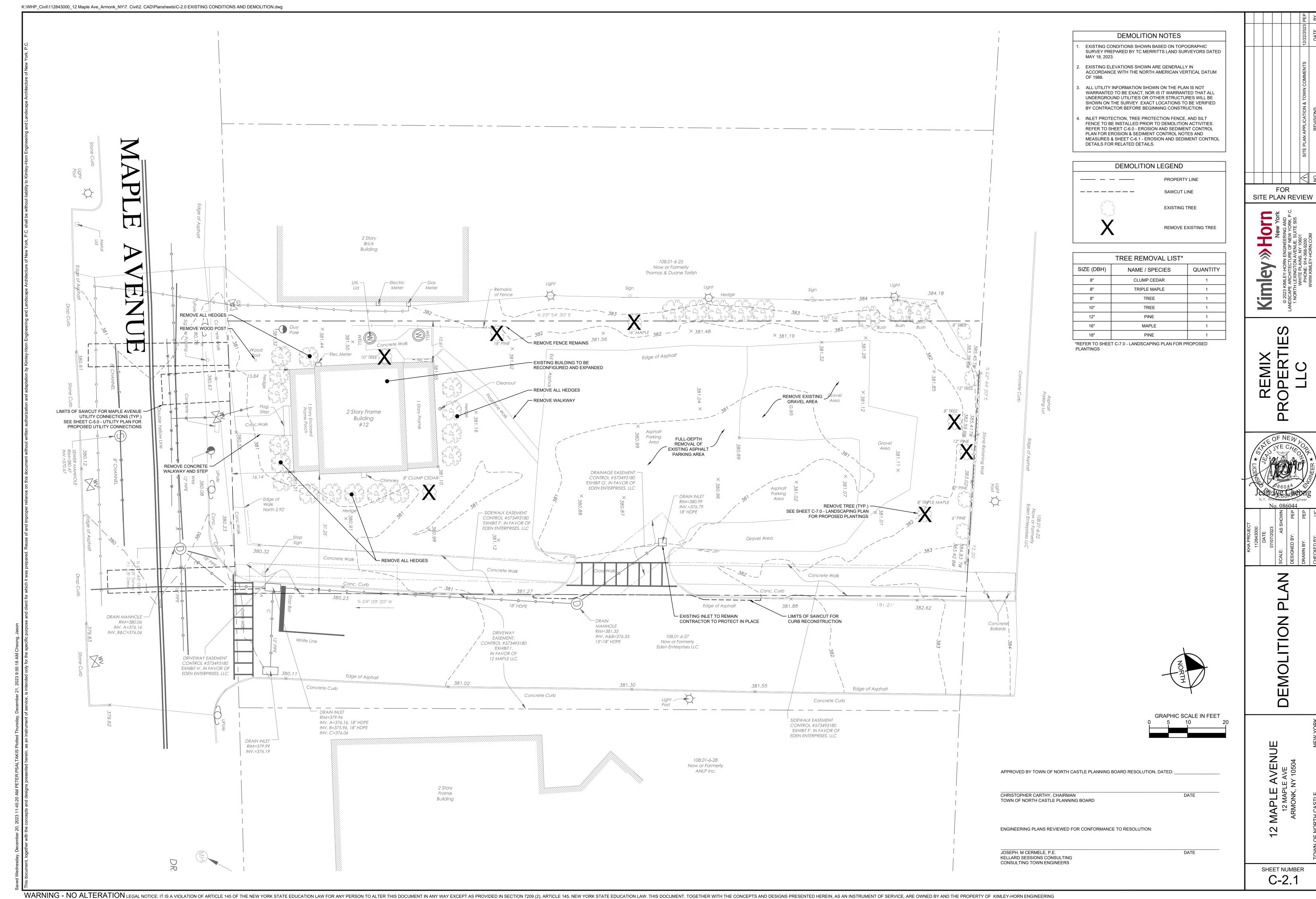
ENGINEERING PLANS REVIEWED FOR CONFORMANCE TO RESOLUTION

JOSEPH. M CERMELE, P.E. KELLARD SESSIONS CONSULTING **CONSULTING TOWN ENGINEERS** 

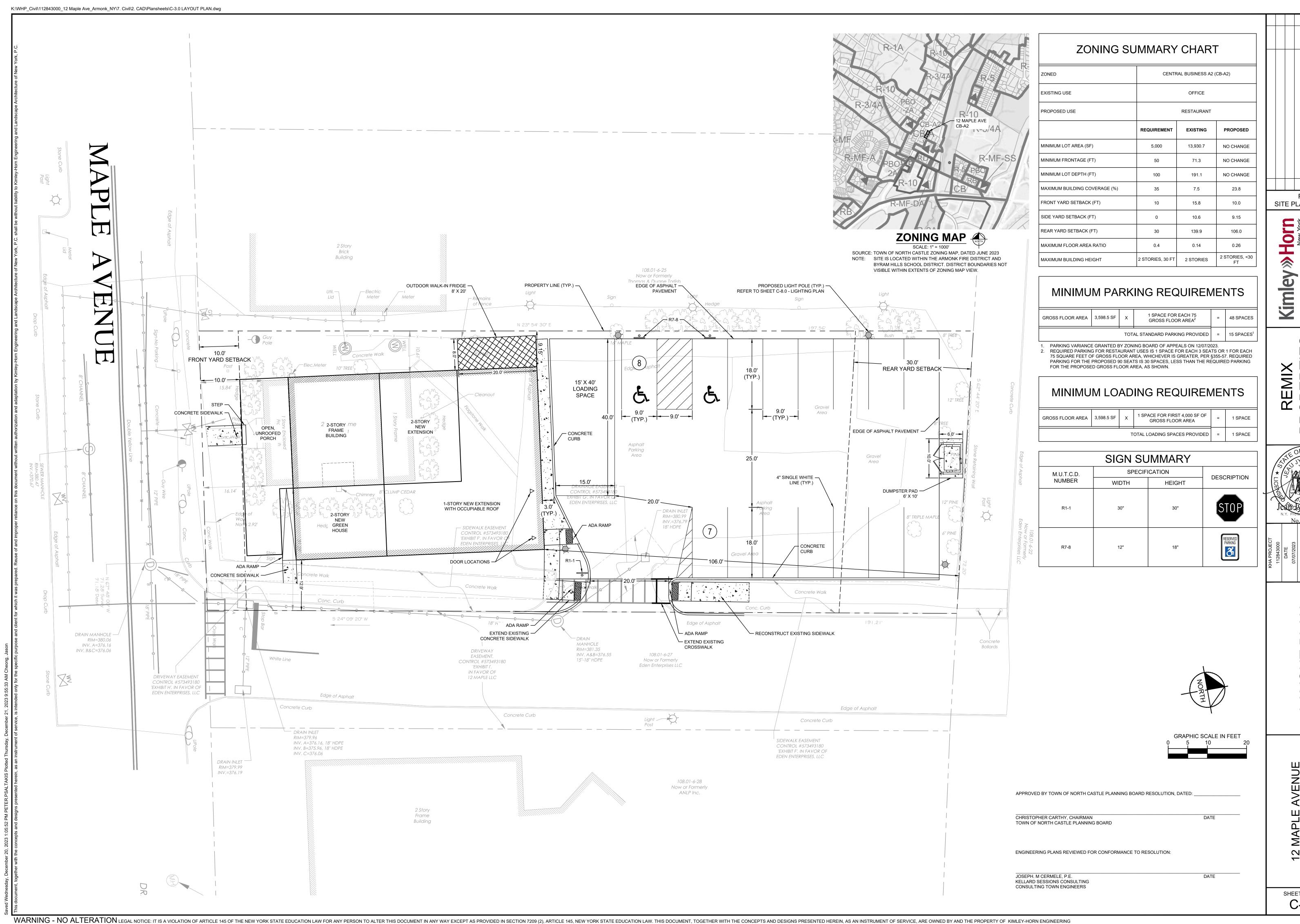
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SITE PLAN REVIEW

OFF New York

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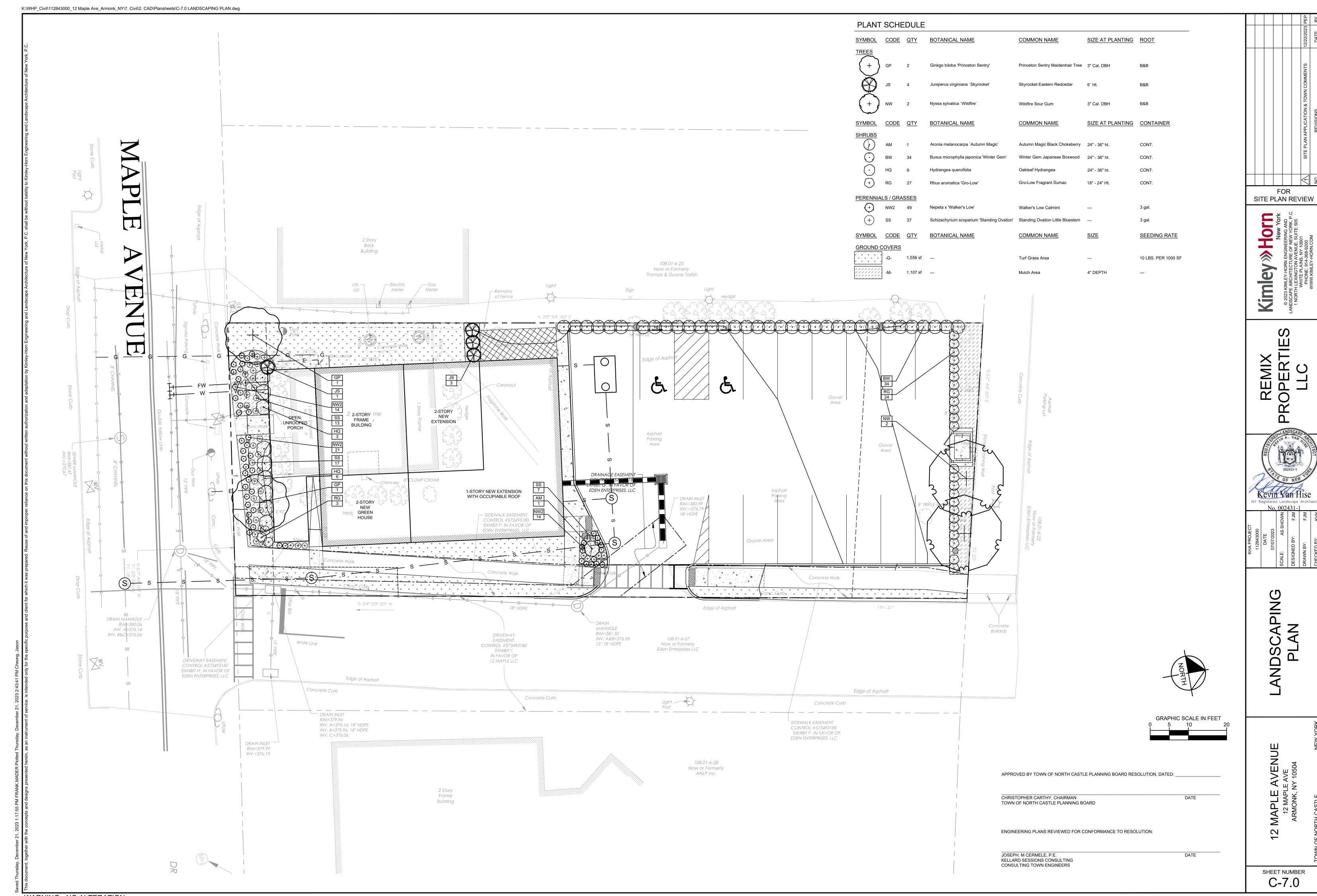
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## **GENERAL NOTES**

- 1. Plants shall be healthy, vigorous material, free of pests and diseases and are subject to approval/rejection of
- the Landscape Architect prior to, during and after installation. 2. Contractor shall identify all materials at growing location prior to purchase and submit digital photographs, and source list to the Landscape Architect for approval at a minimum of six (6) calendar weeks prior to installation. Plants not approved shall be resourced and resubmitted.
- 3. Planting beds and individual tree plantings shall be mulched continuously as specified.
- 4. Prior to construction the contractor shall be responsible for locating underground utilities and execute work in a manner that avoids damage to utilities during the course of work. Contractor shall be responsible or remedy of any damage to utilities, structures, site appurtenances that occur as a result of landscape related work.
- 5. Contractor is responsible for verifying quantities shown on documents. Field adjustments shall be approved by Landscape Architect prior to installation. Quantities indicated on drawings are for reference-it is the Contractor's responsibility to ensure full coverage of plants at the indicated spacing.
- 6. Contractor is responsible for maintenance of all plantings including, but not limited to watering, mowing, edging, spraying, mulching, fertilizing, of plantings and turf areas for one (1) calendar year from date of certificate of occupancy. Contractor is responsible for warranty of all plant material for a period of one (1) calendar year from date of certificate of occupancy. Warranty replacement planting shall meet or exceed the original specification identified on drawings. Replacement planting shall extend the same warranty as originally installed materials. Plantings and grass areas shall be flourishing and fully thriving at end of warranty period.
- 7. Plants identified for replacement by Owner, Landscape Architect shall be replaced immediately by the Contractor unless otherwise agreed upon. Plantings (trees, shrubs, groundcover) subject to replacement by warranty shall exhibit characteristics of 30% dead-per individual plant, non-contributing or disease compromised. Grass areas suitable for acceptance shall demonstrate 85% sustained/consistent and continuous, densely established coverage. Contractor shall perform a site review at end of warranty period and provide the Owner with written documentation of the site, including plant health, warranty replacement items, and conditions that may be influencing plant health. Contractor shall remove from plants and site, all staking and guying material at end of warranty period.
- 8. Contractor shall comply with all local, state and federal requirements, codes and regulations related to the work undertaken.
- 9. All material including planting operation appurtenances shall be of domestic origin manufacture and sourced within 100 miles of the project site.
- 10. Contractor is responsible for coordination among trades operating on site. Coordination and if necessary resulting modifications to schedules are responsibility of the Contractor.

## PERFORMANCE SPECIFICATION

## I. PLANTS A.General

- 1. Live healthy plants free of dead branches and parts
- 2. Free of disease, insect, injury and damage
- 3. Unbroken, intact, dense and solid rootballs and containers, without cracks, flat sides or previously repaired
- 4. Free of girdling roots or rootbound/circling container conditions 5. Plants of consistent in growth habit and healthy character
- 6. Free of compromising growth conditions such as weak crotch connections, crossed branches, snags and
- 7. Point of origin growing location within 100 miles of project site
- 8. Graded, standards, caliper, sizes and stock consistent with ANSI Z60.1, American Standard for Nursery Stock
- most current edition
- 9. Species identified consistent with: 9.1. <u>Hortus Third: Concise Dictionary of Plants Cultivated in the United States and Canada</u>, most current
- 9.2. Manual of Woody Plants: Their Identification, Ornamental Characteristics, Culture, Propagation and
- Uses, most current edition 10. All disturbed areas shall be grass seed unless otherwise identified on landscape plans

## 1. Deciduous Single Trunk

- a. Full, straight and upright with consistent symmetrical natural branching pattern throughout
- b. Branching Height-seven (7) feet to lowest branch in two years unless otherwise required by local jurisdiction

## 2. Deciduous Multi-Trunk

- a. Full and upright with straight consistent symmetrical natural branching pattern throughout
- b. Canes evenly spaced and of similar growth habit c. Free of suckers and extraneous branching

# 3. Evergreen Single-Trunk

- a. Full and upright with continuous symmetrical dense natural habit
- b. Clear branching height twelve (12) inches above top of rootball c. Free of suckers and extraneous branching d. Do not shear or otherwise prune to shape plantings

# C.Evergreen and Deciduous Shrubs

- 1. Full, dense and naturally symmetrical. 2. Consistent with container and/or balled and burlapped size
- 3. Free of suckers and extraneous branching 4. Do not shear or otherwise prune or shape plantings

# D. Evergreen and Deciduous Groundcover

- 1. Full and dense in pots or flats
- E. Perennials and Seasonal Color 1. Full and dense in pots or flats

# F. Turf Grass

# 1. Subgrade

- a. Soil Mix-10% Compost, 90% topsoil by volume
- b. Preparation-loosen subgrade to a minimum depth of four (4) inches. Remove all non-natural materials including litter, stones, sticks and all items greater than 3/4 inch in any dimension
- c. Preparation-spread soil mix at a depth of four (4) inches continuously to meet grade elevations shown on drawings. Allow for thickness of sod when applicable

# 2. Grass Sod

- a. Install not longer than twenty-four (24) hours from harvest
- b. Grass bed not less than two (2) inches in continuous thickness c. 100% continuous live sod coverage after first growing season and at end of warranty period.
- d. Of uniform non-varying density and continuous texture quality capable of growth and development
- immediately upon installation. Weed and noxious plant free e. Stagger installation rows and place aligned parallel to contours
- f. Fill joints solidly with planting bed preparation soil g. Provide anchor pins at twenty-four (24) inches on center for slopes greater than 4:1

- 3. Grass Seed
- a. Mix approved by the Landscape Architect b. Provide first and new of year seed crops in mix free of weed seeds and deleterious matter
- c. Provide seed mix not greater than 15% annual or perennial rye d. Coverage 85% continuous coverage live stand after first growing season and at end of warranty
- e. Replacement or overseeding mixes consistent with original application/installation f. Provide erosion blankets or other slope retention methods as noted on drawings

# II. Materials and Appurtenances

# A.Testing

 Materials testing information/certificates/dated labels shall be current to the project and performed/certified not greater than 120 calendar previous days from current date of submittal for review

## B. Top Soil

- . Neutral Ph balance 5.5 -7.5. Friable and containing 2.0-5.0% organic matter by dry weight. Continuously free of non-soil items such as stones, debris, sticks, trash, and deleterious matter greater than \(^3\)4 inch in any direction. Clay content shall not exceed 25%. Gravel content shall not exceed 10%. Silt shall not exceed 25% C.Use of Existing Topsoil
- 1. Existing topsoil on-site may be repurposed with prior Owner approval. Contractor shall provide soil testing and additive program that demonstrates consistent performance and characteristics and composition as identified herein. Owner shall approve soil testing and soil amendment/additive methods and procedures

. 100% organic shredded first year hardwood free of deleterious matter, rock, gravel and weed seed. Neutral Ph balance 5.5-7.5

## E. Compost Ph

1. Balanced 5.0-8.5 mature, stable and weed free produced by natural aerobic decomposition. Free of visible contaminants and toxic substances. Not greater than 5% sand, silt, clay or rock by dry weight. Consistent with US-EPA CFR Title 40 Part 503 Standards for Class A biosolids

- **G.Compost Testing** 1. Prior to delivery on-site, the following items are required for approval by Owner: Feedstock percentage in final compost product; statement that the products meets federal, state and local health safety requirements
- 2. Provide copy of lab analysis less than 120 calendar days old verifying that the product meets described physical requirements; chemical contaminants; Ph; physical contaminants; biological contaminants (including a statement that fecal coliform and salmonella testing and results comply with requirements of the US Composting Council Seal of Testing approval programs

## **H.Planting Mix** 1. 85% topsoil and 15% Compost

Granular 10% nitrogen, 6% Phosphorous, 4% Potassium granular form with 50% Nitrogen in organic form. Product and Material Safety Data as approved by Owner

# 1. Product and Material Safety Data as approved by Owner

## 1. Potable only unless otherwise approved by Owner

1. 2 x 2 x 48 inch square of sound hardwood, painted flat black on all sides

# 1. Villa Non-Abrasive Rubber Tree Ties or approved equal

# 1. Mirafi 140-N or approved equal

# **O.Steel Edging**

1. 1/8-inch x 4-inch in full sections. Ryerson, Timec or approved equal with integral stakes. No open corners. Corners shall be formed and trued to compliant angle or welded closed

## P. River Stone

- 1. Locally sourced, river rounded, unfaceted river stone/cobbles.
- 2. Size shall not exceed 3 total inches in any dimension.
- 3. Color and texture approved by Owner 4. When placed in concrete or mortar setting bed, tamp to secure and brush clear joints
- 5. Concrete or mortar as approved by owner.

## III. Execution **A.Site Conditions**

- 1. Inspect site and notify Owner in writing of acceptance with indication that project conditions are acceptable are suitable to proceed with work. Notify Owner of any existing damage and/or other conflicting conditions.
- 2. Do not proceed with work until unsatisfactory conditions have been satisfactorily remedied. Notify Owner of acceptance prior to commencement of work. 3. Notify Owner in writing of any conditions that may preclude successful completion of work including items
- such as coordination with other trades, incomplete work, drainage, soil temperature and/or composition, access to storage/work areas, damage to conditions, etc.
- 4. Notify Owner in writing immediately of any items that may influence work schedule, timing of tasks, materials delivery and/or installation and warranty responsibilities.
- 5. Coordinate and cooperate with other trades working in and adjacent to work areas. Examine drawings of other trades which show development of the entire project and become familiar with the scope of required work by others.

# **B. Planting Seasons**

Recommended seasons are a general guide based on historical climatic data and typical performance of plantings, and which vary dependent on project-specific environmental conditions. Due to construction schedules, recommended planting seasons may/may not coincide with request(s) for certificate of occupancy for projects. Coordination of planting installation and seasons shall be reviewed with Owner on an individual project basis.

# 1. Deciduous and Evergreen Trees

- Do not install/plant the following trees between September 15 and March 15
- 1. Oaks (Quercus Sp., Such as Q. rubra, Q. alba, Q. phellos, Q. coccinnea) 2. Dogwood (Cornus Sp.)
- 3. Sweetgum (Liquidambar Sp.) 4. All Conifers and Evergreens except White Pine (Pinus strobus Sp.)

## 2. Deciduous and Evergreen Shrubs a. Install/plant between March 15 and June 15 and/or September 15 and November 30

3. Perennials

# a. Install/plant between March 15 and June 15 and/or September 15 and November 30

5. Seasonal Annuals

4. Spring Flowering Bulbs a. Install/plant between September 15 and December 15

- a. Install/plant in season per approved schedule
- a. Install/plant between March 15 and May 15 and/or September 15 and November 30
- b. Do not install/plant seed or sod turf grass areas when ambient air temperature is below forty (40) degrees Fahrenheit, or forecast for a twelve (12) hour period after completion of work

# 7. No Plant Installation

a. Do not install plantings or turf grass between June 15 and September 15, without approval by Owner

# C.Positioning & Location of Plantings

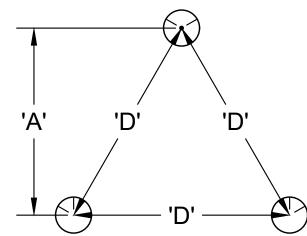
- 1. Position plants to show the most-prominent and well-formed face to most-public view
- 2. Field locate plants and location/spacing/dimension of planting beds on project site prior to beginning 3. Verify location of individual plants and plant beds prior to beginning installation. Do not proceed without

- 1. Pursue work continuously without delay or interruption until completion unless notified otherwise by Owner 2. Provide project submittals ahead of commencement of work. Landscape Architect requires a minimum of ten (10) working days from date of receipt for review of submittals and response to Owner and Contractor. Plan
- accordingly for procurement of materials 3. Continuously update implementation schedule and notify Owner of progress. Delays related to material
- availability are not cause for non-completion of scheduled delivery of work 4. Report delays due to weather or site conditions immediately upon finding. Provide recommendation for
- remedy of schedule delays. Do not work, place or modify frozen soil 5. Report delays due to extraordinary natural or other conditions beyond control of Contractor

# E. Clean Up

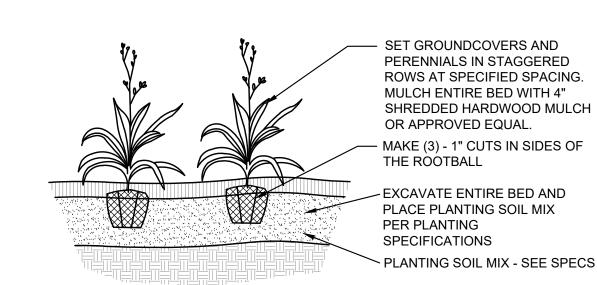
. Remove trash, debris and work materials from site prior to request for substantial completion. Thoroughly clean surfaces impacted by work including building, parking areas, roadways, sidewalks, signs, lights, site 2. Repair any damage to existing conditions that occurred during execution of work.

3. All clean-up and demobilization procedures shall be performed to satisfaction of the Owner and Landscape



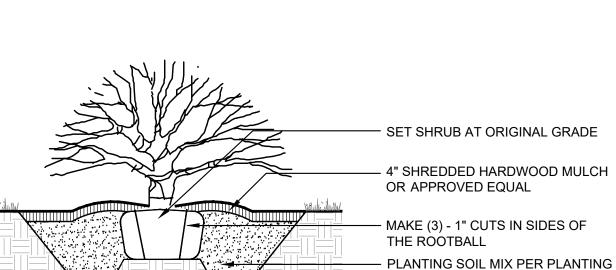
BE INSTALLED WITH TRIANGULAR SPACING PLANT SPACING 'D' 8" O.C. 6.93" O.C. 10" O.C. 8.66" O.C. 12" O.C. 10.4" O.C. 18" O.C. 15.6" O.C. 24" O.C. 20.8" O.C. 36" O.C. 30.0" O.C. 48" O.C. 31.5" O.C.

**NOTE:** GROUNDCOVERS AND PERENNIALS TO



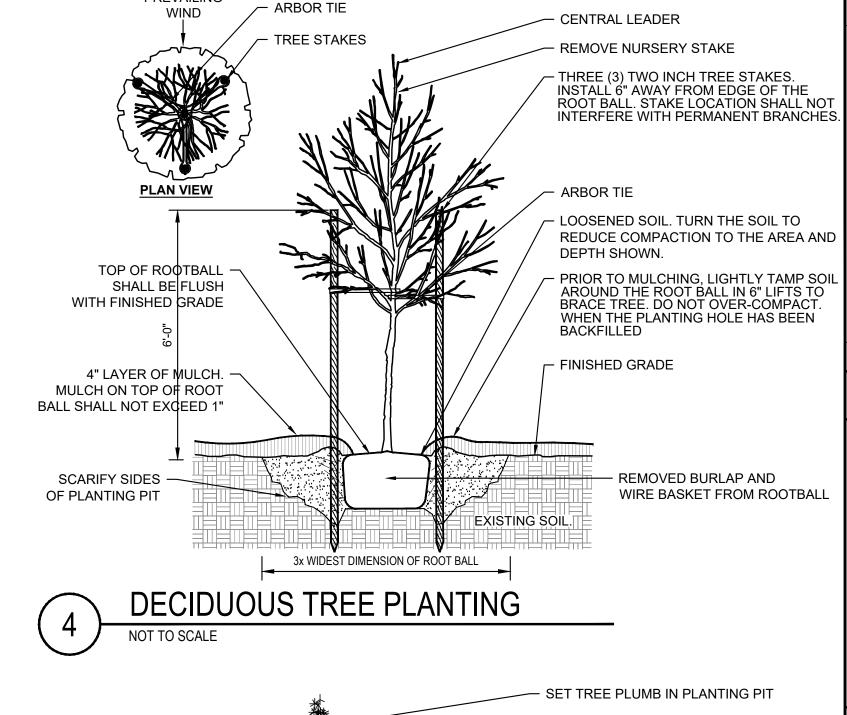
**GROUNDCOVER PLANTING** 

**GROUNDCOVER SPACING** 

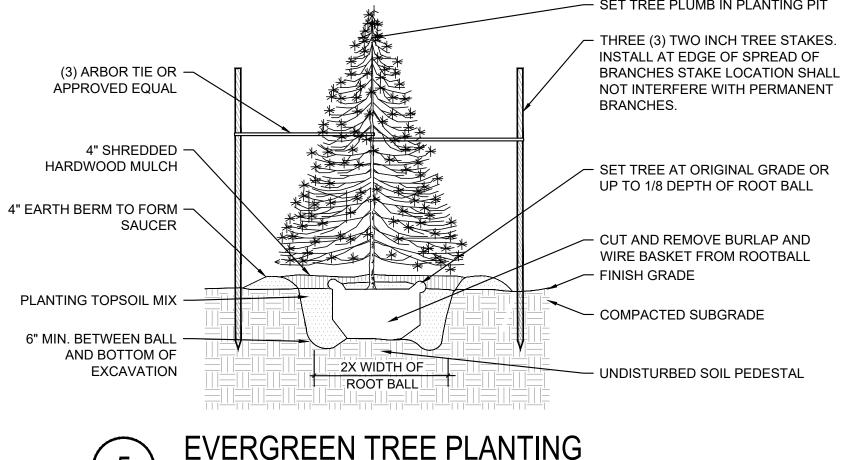


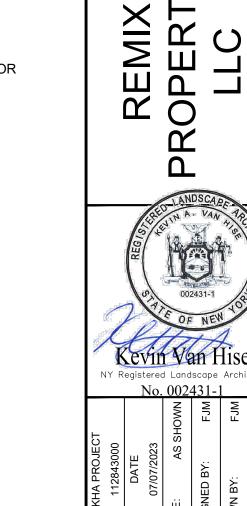


SHRUB PLANTING



**PREVAILING** 





SITE PLAN REVIEW

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Kim

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SHEET NUMBER

C-7.1

ENGINEERING PLANS REVIEWED FOR CONFORMANCE TO RESOLUTION: JOSEPH. M CERMELE, P.E. DATE KELLARD SESSIONS CONSULTING CONSULTING TOWN ENGINEERS

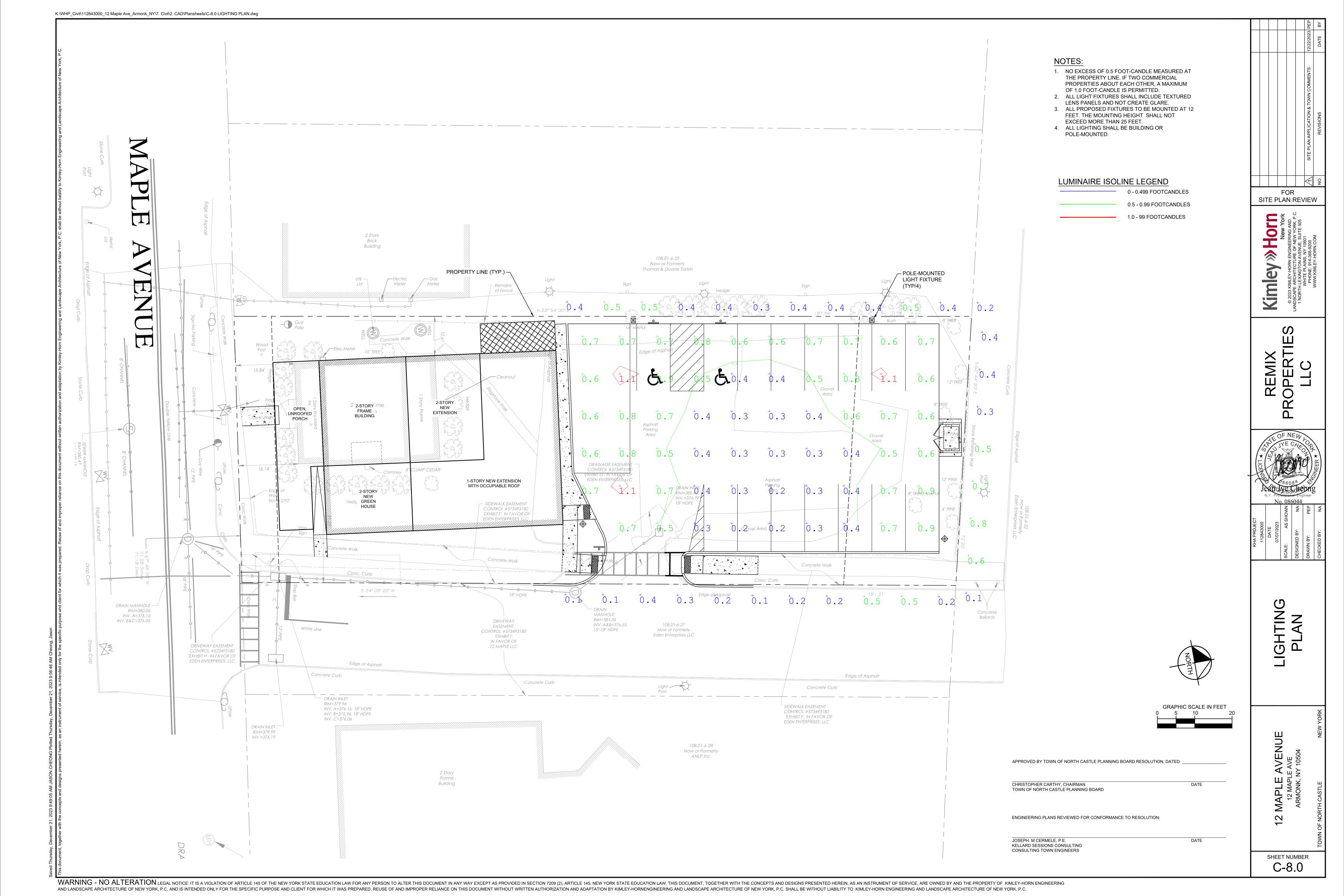
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ONE CONTINUOUS BED

APPROVED BY TOWN OF NORTH CASTLE PLANNING BOARD RESOLUTION, DATED:

CHRISTOPHER CARTHY, CHAIRMAN

TOWN OF NORTH CASTLE PLANNING BOARD







# **Streetworks UTLD Traditionaire** Decorative Post Top Luminaire **Typical Applications** Outdoor • Parking Lots • Walkways • Roadways • Building Areas

# **Product Certifications** GENTIFIED 3G PP66 FFILE CERTIFIED VIB VIB PF66

# **Product Features**

# **Quick Facts**

Interactive Menu

• Ordering Information page 2 Product Specifications page 2

- Replaces up to 250W equivalent HID
- Asymmetric & Symmetric distributions

• Energy and Performance Data page 3

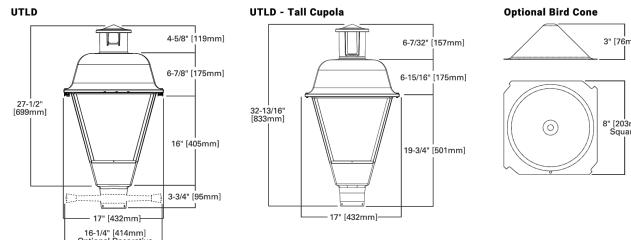
- 0-10V dimming driver standard UL 1449/MOV surge protection available
- 3G vibration rated

# **Dimensional Details**

Luminaire Schedule

Symbol

Qty Label



UTLD-PA1-20-727-U-T4W-TL

## Streetworks **UTLD Traditionaire Ordering Information**

Product Family <sup>1</sup>	Configuration	Wattage Bucket	Color Temperature	Voltage	Distribution	Lens	Finish
<b>UTLD=</b> Traditionaire™ LED Downlight	PA1=Direct Mount Rectangle (24 LED)	20=20W <sup>2</sup> 30=30W 40=40W 50=50W 60=60W 70=70W 80=80W 90=90W 100=100W	740=70CRI, 4000K 727=70CRI, 2700K <sup>6</sup> 827=80CRI, 2700K <sup>6</sup> 730=70CRI, 3000K <sup>6</sup> 750=70CRI, 5000K <sup>6</sup> AMB=Amber 590nm	U=Universal (120-277V) 2=120V <sup>2</sup> 8=480V <sup>4,5</sup> 9=347V <sup>5</sup>	T2U=Type II Urban T3=Type III T4W=Type IV Wide SWQ=1ype V Square Wide SL3=Type III w/ Spill Control	[Blank]=Open (No Lens) A=Refractive Lens Panels CL=Clear Lens Panels FP=Frosted Lens Panels TL=Textured Lens Panels	BK=Black AP=Grey BZ=Bronze WH=White
	Options (Add as Suffix)		Con	trols	Acces	sories (Order Separately)	
10K=Series 10kV UL 1449 Surge Protective Device 20K=Series 20kV UL 1449 Surge Protective Device 20K=Series 20kV UL 1449 Surge Protective Device with light indicator 20MSP=Parallel 20kV MOV Surge Protective Device 10MSP=10kV MOV Surge Protection Device 10MSP=10kV MOV Surge Protection Device 4M=50°C High Ambient Temperature 8 W=20′ #10 Input Leads S=Snap Latches for Tool-less Light Replacement J=Factory Installed Ladder Rest BC=Bird Cone 9 TC=Tall Cupola 11 TC=Tall Cupola 11 TC=Tall Cupola 11 TC=Tall Cupola 11 TC=Longlife Photocontrol - Multi-Tap LLPC=Longlife Photocontrol Included CC=Coastal construction finish 12 FADC=Field Adjustable Dimming Controller		SLTD=DALI <sup>3</sup> PR=NEMA Photocontrol Receptacle <sup>7</sup> PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle		TA1BK=Decorative Ladder Rest for Field Installation (Black) OA/RA1013=Photocontrol Shorting Cap OA/RA1014=NEMA Photocontrol - 120V OA/RA1016=NEMA Photocontrol - Multi-Tap OA/RA1027=NEMA Photocontrol - 480V OA/RA1021=NEMA Photocontrol - 347V OA/RA1021=NEMA Photo			

NOTES:

1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.

2. PA1-20 only available in 120V.

3. Only available in universal voltage. Consult your lighting representative at Cooper Lighting Solutions if custom programming is required. Not available with PA1-90, PA1-100. Consult your lighting representative at Cooper Lighting Solutions if greater than PA1-80 (83W) is needed.

4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).

5. Not available with SLTD driver.

6. Use declicated IES files for when performing layouts. These files are published on the UTLD Traditionaire product page on the website.

7. If "PR" selected, dimming functionality not available, dimming leads will be capped.

8. Not available with MSD or STLD driver.

9. Lens panel and birdcone cannot be ordered together.

10. HSS not available with MSD VIG distribution.

11. Use tall cupola to accommodate network control solutions requiring the 7-pin receptacle

12. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654.

# **Product Specifications**

• Hinged (stainless steel hinge pins) die-cast aluminum housing and cover with cupola. 3G vibration tested to ensure strength of

SAMPLE NUMBER: UTLD-PA1-100-740-U-T2U-CL-BK

- construction and longevity in application. Choice of five patented, high-efficiency AccuLED
- Optic™ technology manufactured from injection-molded acrylic. Optics are precisely designed to shape the light
- output, maximizing efficiency and application AccuLED Optic technology creates consistent
- distributions with the scalability to meet customized application requirements. Optional 2700K, 3000K, 4000K and 5000K CCT. For the ultimate level of spill light control, an optional house-side shield accessory can be field, or
- factory installed. Optics are IP66 enclosure rated. Offered open sided as a standard with four lens

- Approximate Net Weight: 37 lbs. (17 kgs.) housing for optimal heat sinking, operation efficacy, • Effective Projected Area: 2.3 (Sq. Ft.)
- voltage (120-277V 50/60Hz), 347V 60Hz or 480V Standard five-year warranty. 60Hz operation, greater than 0.9 power factor, less Optional ten-year warranty, please see your Cooper Lighting Solutions Streetworks sales representative operation in -40°C to 40°C ambient environments.
- Self-aligning pole-top fitter for 3" O.D. pole tops or Square headed 1-1/4" polymer coated mounting

surge protection devices.

LED drivers mount to die-cast aluminum back

Standard drivers feature electronic universal

than 20% harmonic distortion, and is suitable for

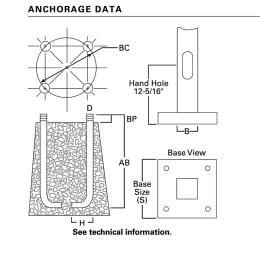
Surge protection options: 10kV/10kA common - and

differential - mode surge protection. Optional 20kV

(light indicator optional), 10kV MOV, and 20kV MOV

and prolonged life.

- bolts with a lock nut. • Cast components finished in a super TGIC polyester
- powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Optional colors include bronze, grey and white. RAL and custom color matches available.



**DECORATIVE** 

BASE HEIGHT DIMENSIONS

**ALUMINUM POLES** 

Options to meet Buy American and other domestic preference requirements

DESIGN CONSIDERATIONS - VIBRATIONS AND NON-GROUND MOUNTED INSTALLATIONS

NOTE: The Limited Warranty for this product specifically excludes fatigue failure or similar damage resulting from vibration, harmonic oscillation or resonance.

The information contained herein is for general guidance only and is not a replacement for professional judgment. Design considerations for wind-induced vibrations and non-ground mounted installations (e.g., installations on bridges or buildings) are not included in this document. Consult with a professional, and local and federal standards, before ordering to ensure product is appropriate for the intended purpose and installation location. Refer to the Cooper Lighting Solutions Light Pole White Paper for risk factors and design considerations. Learn more.

Specifications and dimensions subject to change without notice. Consult your lighting representative at Cooper Lighting Solutinos or visit www.cooperlighting.com for available options, accessories and

Pole	Anchor Bolt and Template Package	Shaft Diameter (inches)	Bolt Circle (inches)	Number of Bolts	Bolt Size (inches)	Template Only	
Aspen (ASP)	317AVE40S	10 x 4	14.19 + - 0.81	4	3/4 x 17	406541D	
Broadway (BWR) 1	317RB408	8 x 4	12	4	3/4 x 17	405592D	
Broadway (BWR) <sup>2</sup>	436RB408	8 x 4	12	4	1 x 36	227878D	
Charleston (CHI)	317RB4HN	4, 5, 6	11.5 + - 1.50	4	3/4 x 17	227095D	
Cheasapeake (CPR)	317RB4WI	4, 5	13.25	4	3/4 x 17	227116D	
Seattle (STL)	317AVE10	4	9	4	3/4 x 17	407040D	
Tampa (TAM)	317AVE30	5 x 4	16	4	3/4 x 17	407040D	
Utica (UBN)	317RB4SC	4, 5	12.5	4	3/4 x 17	227314D	
Washington (WA3)	317RB4WA	4, 5, 6	11.5 + - 1.50	4	3/4 x 17	227077D	
NOTES: 1. Anchor bolt set should be for up to 16' mounting height. 2. Anchor bolt set should be for up to 17' and over mounting height.							

Outdoor

Туре

Date

January 6, 2022 6:04 PM

Description

UTLD-PA1-20-727-U-T4W-TL

PS506054EN page 2 June 28, 2021 8:24 AM

Watts

84

Luminaire | Luminaire | Total

Lumens

0.850 2170

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	0.57	1.1	0.2	2.85	5.50
Parking Lot_East_Property Line	Illuminance	Fc	0.25	0.5	0.1	2.50	5.00
Parking Lot_North_Property Line	Illuminance	Fc	0.48	0.8	0.1	4.80	8.00
Parking Lot West Property Line		Fc	0.40	0.5	0.2	2.00	2.50

Arrangement

Single

CHRISTOPHER CARTHY, CHAIRMAN TOWN OF NORTH CASTLE PLANNING BOARD ENGINEERING PLANS REVIEWED FOR CONFORMANCE TO RESOLUTION:

JOSEPH. M CERMELE, P.E. KELLARD SESSIONS CONSULTING CONSULTING TOWN ENGINEERS

APPROVED BY TOWN OF NORTH CASTLE PLANNING BOARD RESOLUTION, DATED:

FOR SITE PLAN REVIEW /≫Horn

Kimley

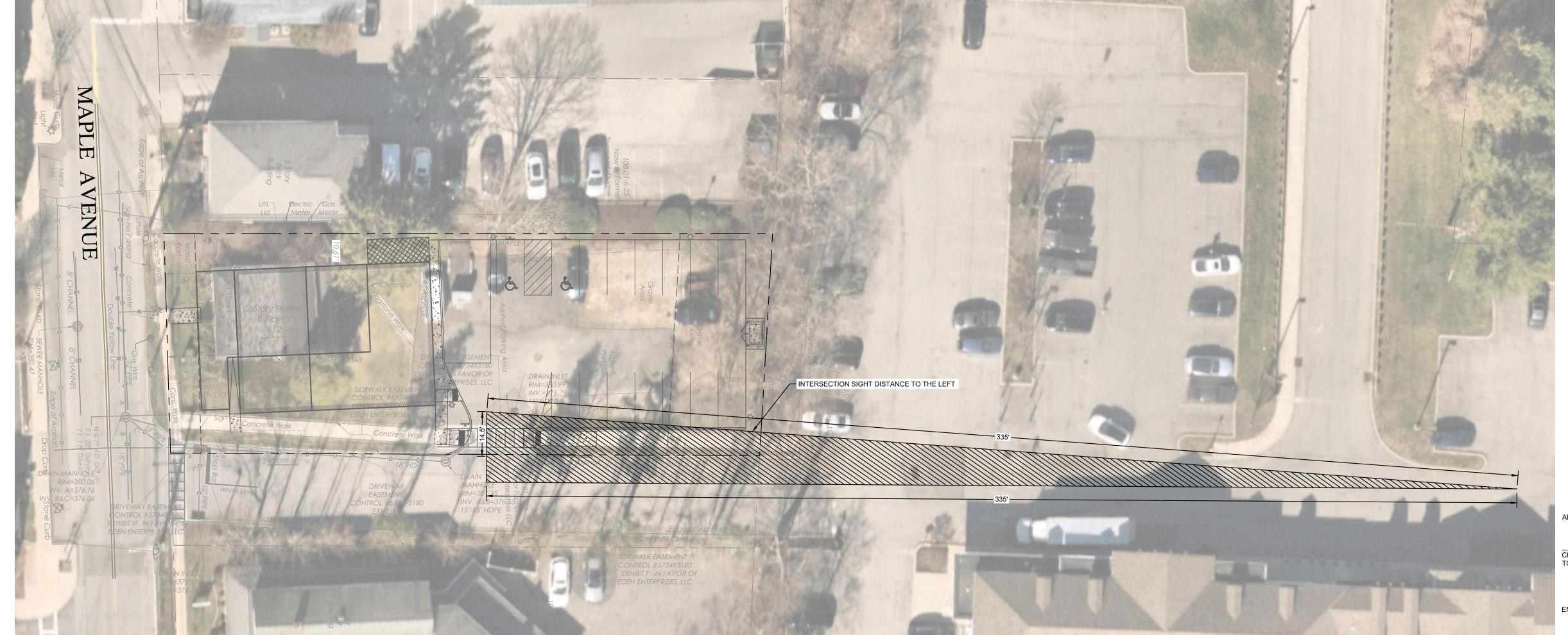
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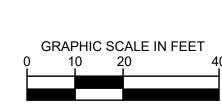


INTERSECTION SIGHT DISTANCE TO THE RIGHT

SCALE: 1" = 20', IMAGE SOURCE: NEARMAP



NORTH



APPROVED BY TOWN OF NORTH CASTLE PLANNING BOARD RESOLUTION, DATED:

CHRISTOPHER CARTHY, CHAIRMAN DATE
TOWN OF NORTH CASTLE PLANNING BOARD

ENGINEERING PLANS REVIEWED FOR CONFORMANCE TO RESOLUTION:

ENGINEERING FLANS REVIEWED FOR CONFORMANCE TO RESOLUTION.

JOSEPH. M CERMELE, P.E. DATE
KELLARD SESSIONS CONSULTING
CONSULTING TOWN ENGINEERS

SHEET NUMBER
C-9.0

FOR SITE PLAN REVIEW

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INTERSECTION SIGHT DISTANCE TO THE LEFT

SCALE: 1" = 20', IMAGE SOURCE: NEARMAP

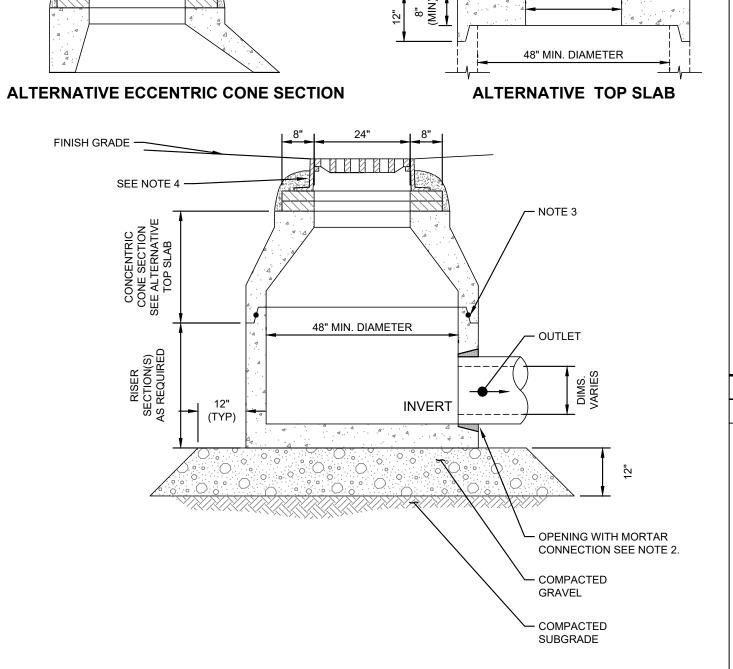
SITE PLAN REVIEW

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FIELD INLET (FI)

1. ALL SECTIONS SHALL BE DESIGNED FOR HS-20 LOADING.

SOURCE: KIMLEY-HORN

- 2. PROVIDE OPENINGS FOR PIPES WITH 2" MAX. CLEARANCE TO OUTSIDE OF PIPE. MORTAR ALL PIPE CONNECTIONS.
- 3. JOINT SEALANT BETWEEN PRECAST SECTIONS SHALL BE PREFORMED BUTYL RUBBER.
- 4. CATCH BASIN FRAME AND GRATE SHALL BE SET IN FULL MORTAR BED. ADJUST TO GRADE WITH CLAY BRICK AND MORTAR (2 BRICK COURSES TYPICALLY, 5 BRICK COURSES MAXIMUM).

## FILL NOTES

24" SQUARE

OPENING (TYP)

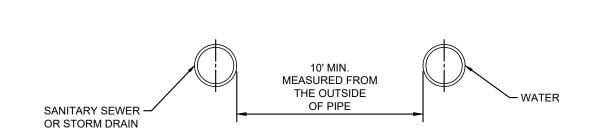
I. TYPICAL CLEAN FILL SIEVE ANALYSIS REQUIREMENTS FOR ALL UTILITY AND PIPING BACKFILL REQUIREMENTS.

ENGINEERED FILL MATERIAL SHALL BE WELL-TO-MODERATELY WELL-GRADED GRANULAR SOILS AS EXCAVATED, IMPORTED, SCREENED, OR BLENDED, OR PROCESSED ROCK FROM ON-SITE SOURCES MEETING THE FOLLOWING REQUIREMENTS:

TRENCH BACKFILL						
REQUIREMENTS						
SIEVE OPENING PASSING BY WEIGHT						
4 INCH	100					
3/4 INCH	70-100					
NO. 4	40-100					
NO. 10	20-100					
NO. 40	5-40					
NO. 100	0-30					
NO 200	0-12					

# TRENCH FILL MATERIAL SPECIFICATIONS

SOURCE: KIMLEY-HORN



APPROVAL REQUIRED.

N.T.S.

1. REQUIREMENTS AS STATED IN THE ABOVE CONDITIONS WILL ALSO APPLY WHEN HORIZONTAL SEPARATION BETWEEN THE SANITARY SEWER AND WATER IS LESS THAN 10 FEET AND VERTICAL SEPARATION IS LESS THAN 18 INCHES. WHERE THE ABOVE CONDITIONS CANNOT BE MET, THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH WILL BE NOTIFIED AND THEIR

MIN. HORIZONTAL SEPARATION BETWEEN WATER AND STORM/SANITARY PIPES

SOURCE: KIMLEY-HORN

2. WHERE SEPARATION IS LESS THAN 18 INCHES VERTICALLY OR 10 FEET HORIZONTALLY, CONCRETE ENCASE A MINIMUM OF 10 FEET IN EACH DIRECTION.

# WATER MAIN RESTRAINT JOINT DETAIL

OF A FULL PIPE LENGTH FROM THE FITTING IS REACHED.

RESTRAINT FOR VERTICAL CREST BENDS

<u>RESTRAINT AT DEAD ENDS</u>

RESTRAINT FOR VERTICAL CREST BENDS

# WATER MAIN NOTES

PROPER INSTALLATION PROCEDURES.

ALL WATER MAIN PIPING SHALL BE 6" DUCTILE IRON, CLASS 52, DOUBLE CEMENT LINED PIPE, AS SHOWN ON THE PLANS WATER MAINS SHALL HAVE AT LEAST A MINIMUM OF 4'-0" COVER. WHEN 4 FEET OF COVER CANNOT BE ACHIEVED, THE CONTRACTOR SHALL PROVIDE INSULATION IN ACCORDANCE WITH THE "WATER MAIN TRENCH INSULATION DETAIL" SHOWN ON THIS SHEET AND IN ACCORDANCE APPLICABLE VILLAGE AND WCDOH REQUIREMENTS.

ALL BENDS AND FITTINGS MUST USE MEGALUG RETAINER GLANDS / "FIELD LOK" GASKETS OR APPROVED EQUAL ARE REQUIRED AT PIPE JOINTS THAT ARE AT LEAST ONE FULL PIPE LENGTH BEFORE AND AFTER FITTINGS. IF A SINGLE FULL PIPE LENGTH CANNOT BE

FOR PUSH-ON TYPE JOINT GASKETS MUST BE STANDARDS "TYTON" OR "FIELD LOK" GASKETS AS DIRECTED BY THE ENGINEER. A

MEGALUG JOINT RESTRAINT DETAILS OBTAINED FROM EBAA INC. REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR

RESTRAINT LENGTHS ARE BASED UPON: 1) CLASS 52 DUCTILE IRON PIPE, 20 WORKING PRESSURE OF 150 PSI, 3) 4' MINIMUM COVER,

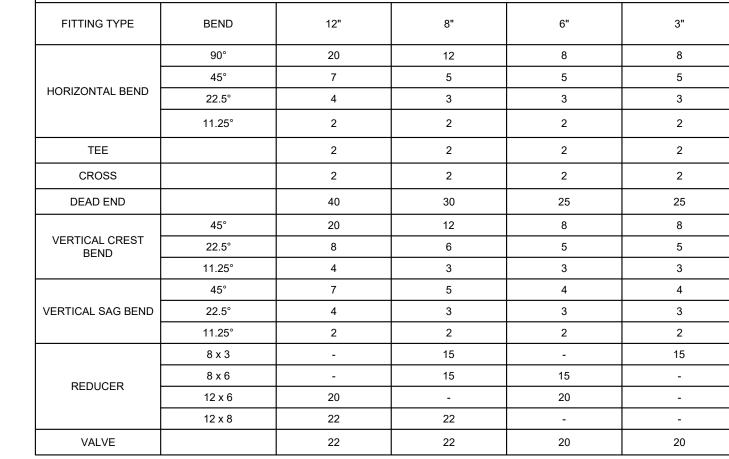
MINIMUM OF TWO BRASS WEDGES PER JOINT SHALL BE USED TO MAINTAIN CONDUCTIVITY AND FACILITATE LOCK-ON.

4) COMPACTED GRANULAR MATERIAL TO TOP OF PIPE, AND 5) 90 PERCENT STANDARD PROCTOR COMPACTION.

SOURCE: KIMLEY-HORN

ACHIEVED FROM THE JOINT WITH THE FITTING THEN "FIELD LOK" GASKETS ARE REQUIRED AT ALL PIPE JOINTS UNTIL THE EQUIVALENT

- 2. DEFLECTION OF JOINTS ON WATER MAINS SHALL NOT EXCEED 50% OF THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER, OR AS DIRECTED BY THE ENGINEER.
- 3. ALL HORIZONTAL AND VERTICAL BENDS REQUIRE THRUST BLOCKS. SEE THRUST BLOCK DETAIL FOR SCHEDULE OF MINIMUM
- 4. ALL PIPING, VALVES, HYDRANTS, AND FITTINGS TO BE APPROVED BY THE VILLAGE OF SLEEPY HOLLOW WATER DEPARTMENT.
- ALL WATER MAINS TO BE DISINFECTED IN ACCORDANCE WITH A.W.W.A. SPECIFICATION C651.14 EXCEPT FOR SECTION 5.1, LATEST REVISION. ACCEPTABLE RESULTS OF BACTERIOLOGICAL ANALYSIS OF SAMPLES OF WATER COLLECTED FROM THE NEW DISTRIBUTION MAIN AFTER DISINFECTION SHALL BE SUBMITTED TO THE VILLAGE OF SLEEPY HOLLOW AND THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH AND ACCEPTED BY BOTH AGENCIES PRIOR TO USE. WCDOH MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO ANY LEAKAGE TESTS.
  - PRESSURE AND LEAKAGE TESTS WILL BE DONE IN ACCORDANCE WITH THE LATEST A.W.W.A. STANDARDS.
- THE PROPOSED WATER MAIN WILL BE INSTALLED A MINIMUM OF 10'-0" HORIZONTALLY AND 18" VERTICALLY FROM ALL STORM AND SANITARY SEWERS, EXCEPT WHERE SHOWN IN THE PROFILES. 6" THICK CONCRETE ENCASEMENT SHALL BE USED WHERE MINIMUM SEPARATION DISTANCE CANNOT BE MET.
- 8. IN DEEPER UTILITY EXCAVATIONS NEAR THE ANTICIPATED GROUNDWATER TABLE ADDITIONAL CORROSION PROTECTION OF DUCTILE IRON PIPE WILL BE REQUIRED. THIS PROTECTION SHOULD CONSIST OF A POLYETHYLENE WRAP AROUND THE DUCTILE IRON PIPE. GROUNDWATER IS EXPECTED TO BE ENCOUNTERED AT OR BELOW APPROXIMATE EL. 6.0 BASED ON FIELD TESTING. THE GEOTECHNICAL ENGINEER WILL MAKE A FIELD DETERMINATION AS TO IF CORROSION PROTECTION IS WARRANTED BASED ON ACTUAL FIELD CONDITIONS ENCOUNTERED DURING CONSTRUCTION.
- 9. ALL BENDS AND FITTINGS MUST USE MEGALUG RETAINER GLANDS / "FIELD LOK" GASKETS OR APPROVED EQUAL ARE REQUIRED AT PIPE JOINTS THAT ARE AT LEAST ONE FULL PIPE LENGTH BEFORE AND AFTER FITTINGS. IF A SINGLE FULL PIPE LENGTH CANNOT BE ACHIEVED FROM THE JOINT WITH THE FITTINGS, THEN "FIELD LOK" GASKETS ARE REQUIRED AT ALL PIPE JOINTS UNTIL THE EQUIVALENT OF A FULL PIPE LENGTH FROM THE FITTINGS IS REACHED.
- 10. PUSH ON TYPE JOINT GASKETS MUST BE STANDARDS "TYTON" OR "FIELD LOK" GASKETS AS DIRECTED BY THE ENGINEER. A
- 11. PIPE AND JOINT MATERIALS WHICH DO NOT ALLOW PERMEATION OF ORGANIC COMPOUNDS SHALL BE USED. NON-PERMEABLE MATERIALS SHALL BE USED FOR ALL PORTIONS OF THE SYSTEM INCLUDING: PIPE, JOINT MATERIALS, HYDRANT LEADS, AND SERVICE CONNECTIONS.
- 2. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 4 DAYS NOTICE TO THE LICENSED PROFESSIONAL ENGINEER PRIOR TO ANY TESTING SO THAT THE LICENSED PROFESSIONAL ENGINEER CAN PROVIDE THE REQUIRED MINIMUM 48 HOUR NOTICE TO THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH PRIOR TO ANY TESTING.
- STANDARDS C600-10.
- 5. THE MINIMUM WATER MAIN INSTALLATION DEPTH WILL BE AT LEAST FOUR (4'-0") FEET BELOW THE FINISHED GROUND SURFACE (MEASURED FROM THE TOP OF THE PIPE). THE MINIMUM REQUIRED SEPARATION BETWEEN WATER AND SANITARY SEWER / STORM DRAIN PIPING SHALL BE 10'-0" HORIZONTALLY AND 18" VERTICALLY. THIS SEPARATION REQUIREMENT IS ALSO APPLICABLE BETWEEN WATER MAINS AND SANITARY SEWER MANHOLES, STORM DRAIN MANHOLES, AND CATCH BASINS (TO THE MAXIMUM EXTENT PRACTICAL).



RESTRAIN ALL JOINTS AT FITTING AND WITHIN "A" FEET IN DIRECTION SHOWN

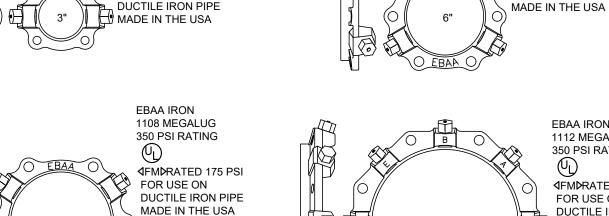
FOR THE FOLLOWING PIPE DIAMETERS

EBAA IRON 1103 MEGALUG 350 PSI RATING **4FMDRATED 175 PS** FOR USE ON

RESTRAINTS FOR TEE AND CROSSES

RESTRAINT FOR VERTICAL SAG BENDS

RESTRAINTS AT REDUCERS AND VALVES



1112 MEGALUG 350 PSI RATING MADE IN THE USA MEGALUG SERIES 1100 MECHANICAL JOINT RESTRAINTS

**₫FMD**RATED 175 PSI FOR USE ON **DUCTILE IRON PIPE** MADE IN THE USA

EBAA IRON

1106 MEGALUG

350 PSI RATING

FOR USE ON

**₫FMDRATED 175 PSI** 

**DUCTILE IRON PIPE** 

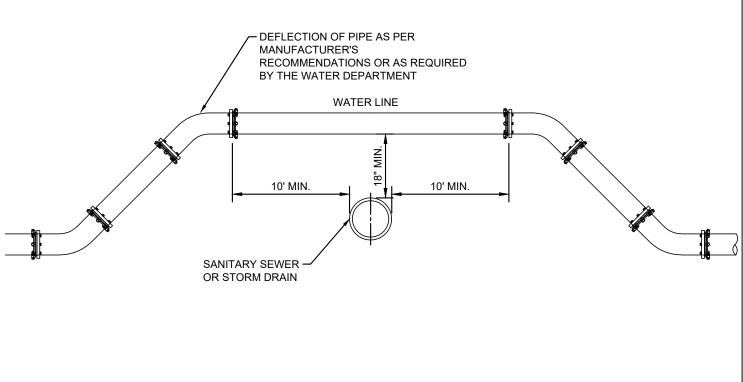
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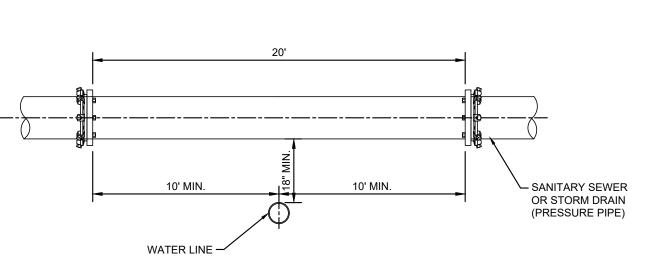
FINISHED GRADE

SITE PLAN REVIEW

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SHEET NUMBER





- FOR ANY CONDITIONS OTHER THAN SHOWN AT RIGHT, THE FOLLOWING REQUIREMENTS SHALL BE MET. THE JOINTS OF THE
- MINIMUM OF 10 FEET FROM THE POINT OF CROSSING. SANITARY SEWER PIPE SHALL BE CLASS 150 PRESSURE PIPE AND THE STORM DRAIN SHALL BE LOCK JOINT PRESSURE PIPE.
- SANITARY SEWER AND WATER IS LESS THAN 10 FEET AND VERTICAL SEPARATION IS LESS THAN 18 INCHES. WHERE THE ABOVE CONDITIONS CANNOT BE MET, THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH WILL BE NOTIFIED AND THEIR
- 4. WHERE SEPARATION IS LESS THAN 18 INCHES VERTICALLY OR 10 FEET HORIZONTALLY, CONCRETE ENCASE A MINIMUM OF 10 FEET IN EACH DIRECTION

# SANITARY SEWER OR STORM DRAIN SHALL BE A MINIMUM OF 10 FEET FROM THE POINT OF CROSSING. THE SANITARY SEWER SHALL BE CLASS 150 PRESSURE PIPE AND THE STORM DRAIN SHALL BE LOCK JOINT PRESSURE PIPE. WHERE THE ABOVE CONDITIONS CANNOT BE MET, THE WESTCHESTER COUNTY DEPARTMENT OF HEALTH WILL BE NOTIFIED AND THEIR

- 3. REQUIREMENTS AS STATED IN THE ABOVE CONDITIONS WILL ALSO APPLY WHEN HORIZONTAL SEPARATION BETWEEN THE

CROSSING OF WATER LINE AND STORM / SANITARY SEWER

SOURCE: KIMLEY-HORN

APPROVED BY TOWN OF NORTH CASTLE PLANNING BOARD RESOLUTION, DATED: CHRISTOPHER CARTHY, CHAIRMAN TOWN OF NORTH CASTLE PLANNING BOARD ENGINEERING PLANS REVIEWED FOR CONFORMANCE TO RESOLUTION: JOSEPH. M CERMELE, P.E.

KELLARD SESSIONS CONSULTING CONSULTING TOWN ENGINEERS

# 2. WHERE THE WATER LINE CROSSES BENEATH THE SANITARY SEWER OR STORM DRAIN, THE JOINTS OF THE PIPE SHALL BE A

# MINIMUM OF TWO BRASS WEDGES PER JOINT SHALL BE USED TO MAINTAIN CONDUCTIVITY AND FACILITATE LOCK-ON. ADDITIONAL NOTES: 1. ALL WATER MAINS TO BE DUCTILE IRON PIPE, CLASS 52, DOUBLE CEMENT LINED.

3. PRESSURE LEAKAGE TESTS SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE A.W.W.A.

4. DISINFECTION AND BACTERIOLOGICAL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH A.W.W.A. STANDARD C651-14,

ADJUSTABLE VALVE BOX - MUFILER GATE VALVE SUPPORT BOX WITH -MINIMUM OF THREE COURSES OF BRICK COMPACTED BACKFILL -TO NATURAL GROUND CONCRETE BEARING PAD -TO BE USED WITH PVC PIPE. BRICKS TO BEAR ON PAD VALVE SIZE + 12"

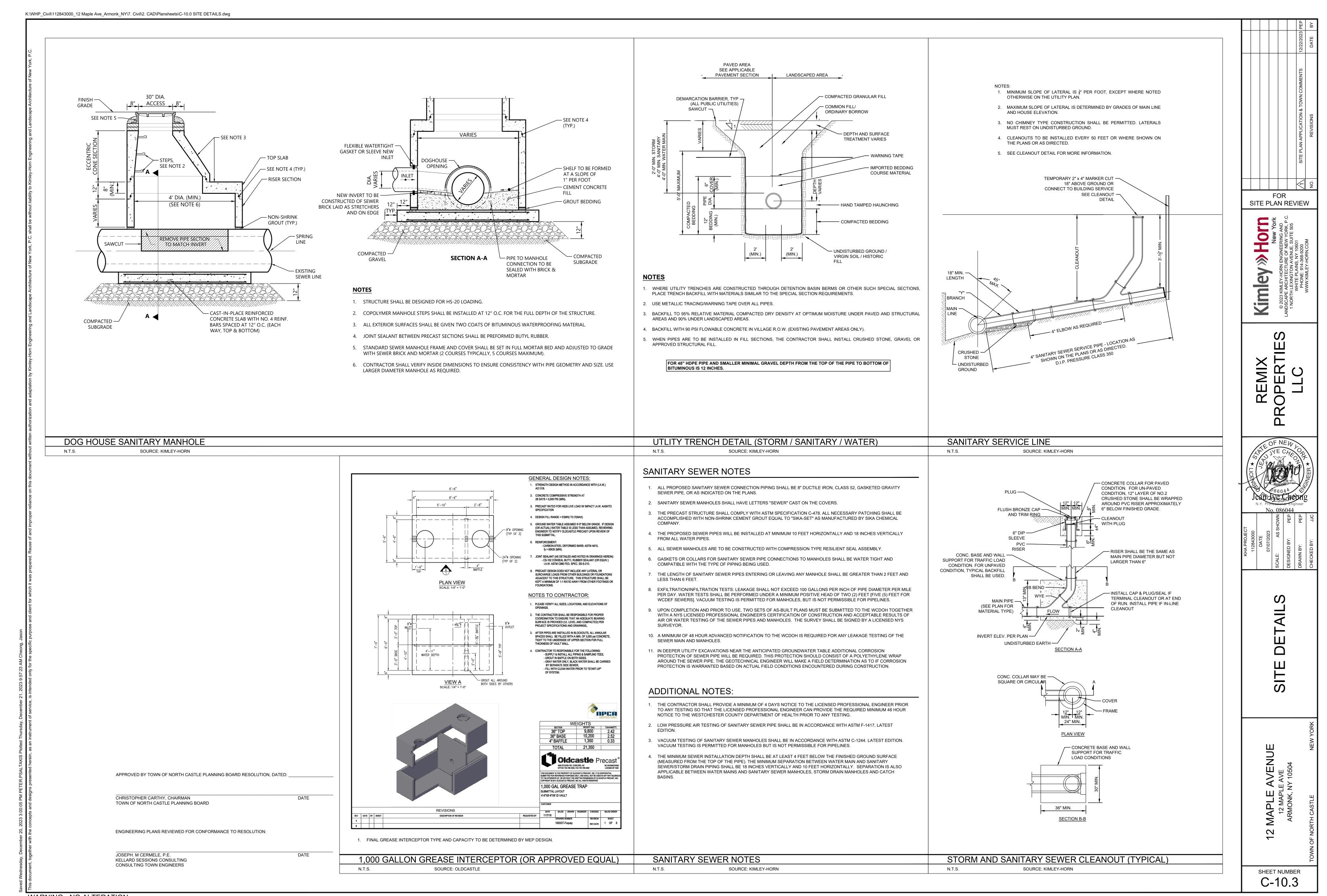
TYPICAL VALVE INSTALLATION BOX

1. SIMILAR INSTALLATION FOR CURB BOX OR SERVICE LINE. VALVE TO OPEN LEFT

SOURCE: KIMLEY-HORN

WATER MAIN NOTES SOURCE: KIMLEY-HORN

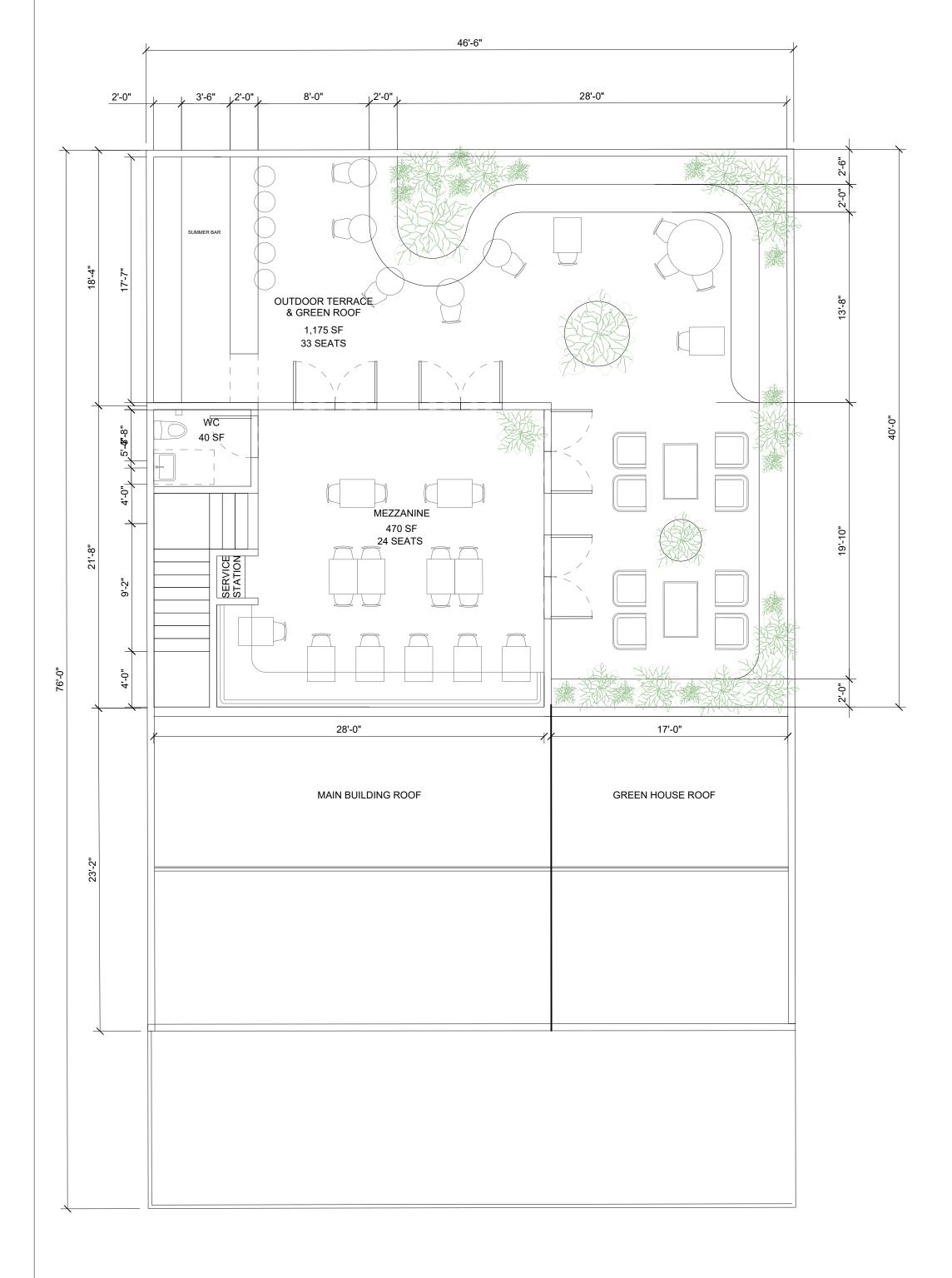
WARNING - NO ALTERATION LEGAL NOTICE: IT IS A VIOLATION OF ARTICLE 145 OF THE NEW YORK STATE EDUCATION LAW. THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE OWNED BY AND THE PROPERTY OF KIMLEY-HORN ENGINEERING. AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C. AND IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN ENGINEERING AND LANDSCAPE ARCHITECTURE OF NEW YORK, P.C.



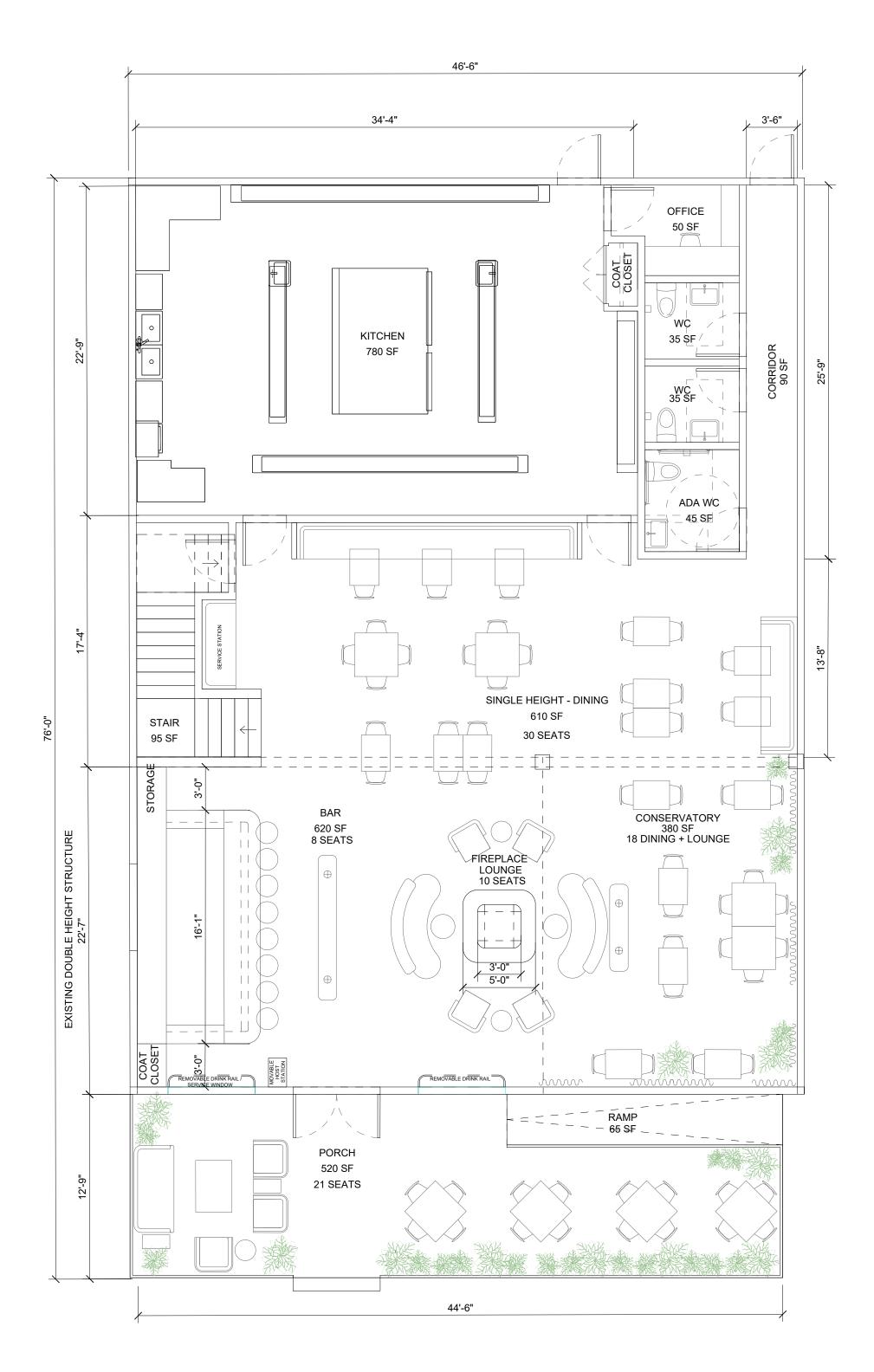


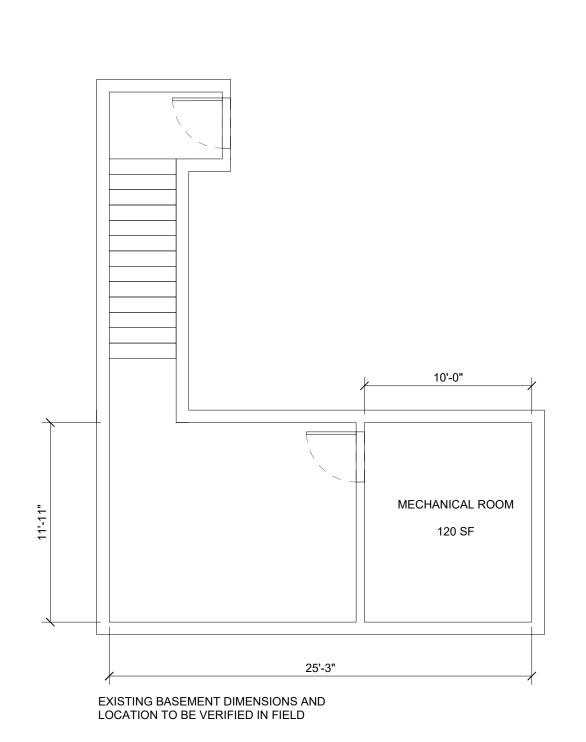
# **12 Maple Ave** Section Diagram





MEZZANINE & TERRACE LEVEL





GROUND LEVEL EXISTING BASEMENT

70 Clinton St #1, Newburgh NY, 12550 301-793-6426 michelle@fowler.design

PROJECT

12 MAPLE RESTAURANT

CONCEPT DESIGN FURNITURE PLAN

ISSUED: 12/21/23

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



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Westchester County Recording & Endorsement Page							
Submitter Information							
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Address 1: 1 N	North Lexington Ave.			Fax:			
Address 2:				Email:	plc@ddw-law.com		
City/State/Zip: Wh	nite Plains NY 10601			Reference for Subm	itter: CVS Armonk		
		Documen	nt De	tails			
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The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

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## **Westchester County Recording & Endorsement Page**

**Document Details** 

Control Number: 573493180 Document Type: Easement (EAS)

Package ID: 2017121500097001001 Document Page Count: 19 Total Page Count: 21

## **Properties Addendum**

12 MAPLE AVENUE 10504 NORTH CASTLE 108.01 6 26

## RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made as of this 1<sup>st</sup> day of December, 2017 by and among Eden Enterprises, LLC ("EDEN"), a New York limited liability company with offices located at 40-52 75<sup>th</sup> Street, Elmhurst, New York 11373, and GMS 12 Maple LLC and RJK 12 Maple LLC, each with an address at PO Box 673, Millwood, New York 10546 (collectively, "12 Maple"; EDEN and 12 Maple each a "party" and collectively, the "Parties").

WHEREAS, EDEN is the owner of a certain parcel of real property located on Maple Avenue, Armonk, Town of North Castle, County of Westchester, which property is also known and designated on the tax assessment map of the Town of North Castle as Parcel 108.01-6-27, and described in Exhibit "A" attached hereto (the "EDEN Property"); and

WHEREAS, 12 Maple is the owner of a certain parcel of real property located at 12 Maple Avenue, Armonk, Town of North Castle, County of Westchester, which is adjacent to the EDEN Property, and is known and designated on the tax assessment map of the Town of North Castle as Parcel 108.01-6-26, and described in Exhibit "B" attached hereto (the "12 Maple Property"); and

WHEREAS, on or about October 22, 2012, EDEN received site plan approval from the Planning Board of the Town of North Castle (the "Planning Board Approval") to permit certain improvements ("Improvements") in connection with the establishment of a CVS Pharmacy store on the property located at 450 Main Street, Armonk, New York, and designated on the tax assessment map of the Town of North Castle as Parcel No. 108.01-6-22 (the "Shopping Center Property"); and

WHEREAS, the Improvements are shown on Drawing SW-1, entitled "Sidewalk Extension Site Plan", prepared by Vanasse Hangen Brustlin, Inc., dated March 20, 2012, and last revised April 26, 2017(the "Sidewalk and Drainage Plan"), which is attached hereto as Exhibit "C", and include installation of curbing along the westerly boundary of the EDEN Property (the "Curbing"); and

WHEREAS, a portion of the 12 Maple Property must be graded to accommodate the installation of the Curbing (the "Grading"); and

WHEREAS, 12 Maple has agreed to grant to EDEN a temporary, non-exclusive easement to enter upon the 12 Maple Property and perform the Grading; and

WHEREAS, EDEN is required in accordance with the Planning Board Approval to construct at EDEN's sole cost and expense, a sidewalk (the "Sidewalk") on the 12 Maple Property for public access between Maple Avenue and the Shopping Center Property, in the location and as otherwise generally shown on the "Sidewalk and Drainage Plan"; and

WHEREAS, 12 Maple has agreed to grant to EDEN a temporary, non-exclusive easement to enter upon the 12 Maple Property and construct the Sidewalk, and a permanent, non-exclusive easement and right-of-way for purposes of pedestrian use and access between Maple Avenue and the Shopping Center Property, and such other easements as described in this Agreement; and

WHEREAS, EDEN has agreed to grant to 12 Maple a permanent, non-exclusive easement and right-of-way for vehicular ingress and egress on, over and across the driveway on the EDEN Property immediately adjacent to the easterly boundary of the 12 Maple Property, and for which the Curbing will be the westerly boundary (the "Driveway") and such other easements as described in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

- 1. Easements from 12 Maple to EDEN.
  - 12 Maple hereby remises, releases, grants and conveys onto EDEN a temporary, (a) non-exclusive easement, in, on, over, under, across and through the portion of the 12 Maple Property shown and more particularly described in Exhibit "E" attached hereto (the "Grading Easement Area"), for the purposes of access by pedestrians, laborers, vehicles and construction equipment, and performance by EDEN (and its agents, representatives and/or contractors) at its cost and expense of the Grading in accordance with the Sidewalk and Drainage Plan and any and all laws, rules, regulations and approvals of the Town of North Castle and all other governmental authorities now or hereafter having jurisdiction ("Applicable Laws"). temporary easement granted by this paragraph 1(a) shall terminate upon the completion of the Grading, as reasonably determined by EDEN, and removal from the 12 Maple Property of any and all property of EDEN, its agents, representatives and/or contractors. Notwithstanding any provision of this Agreement, 12 Maple covenants and agrees that from and after completion of the Grading, 12 Maple shall not without EDEN's approval, which shall not be unreasonably withheld, delayed or conditioned, change the grade in, or make any improvement in and to (or cause to be changed or made), the Grading Easement Area or the 12 Maple Property if the structural integrity of the Curbing and/or the Driveway would be threatened thereby.
  - (b) 12 Maple hereby remises, releases, grants and conveys onto EDEN: 1) a temporary, non-exclusive easement, in, on, over, under, across and through the portion of the 12 Maple Property shown and more particularly described in Exhibit "F" attached hereto (the "Sidewalk Easement Area"), for the purposes of access by pedestrians, laborers, vehicles and construction equipment, and the construction by EDEN (and its agents, representatives and/or contractors) at its cost and expense of the Sidewalk and demolition of the existing garage on the 12 Maple Property in accordance with the Sidewalk and Drainage Plan and any and all Applicable Laws; and (2) a permanent, non-exclusive easement, in, on, over,

under, across and through the Sidewalk Easement Area for pedestrian use and access between Maple Avenue and the Shopping Center Property . The temporary easement granted by this Section 1(b) shall terminate upon the completion of the Sidewalk, and removal from the 12 Maple Property of any and all property of EDEN, its agents, representatives and/or contractors. Notwithstanding any provision of this Agreement: (i) the Sidewalk shall be not be eliminated or public use of the Sidewalk discontinued except upon ninety (90) days' written notice to EDEN and application by 12 Maple to, and approval by, the Planning Board of the Town of North Castle (and the Parties hereby confirm the jurisdiction of the Planning Board of the Town of North Castle to hear such application and make such decision); and (ii) from and after completion, the Sidewalk shall be owned by 12 Maple and shall at all times be operated, repaired, replaced, and maintained by 12 Maple in good order and repair and in compliance with Applicable Laws, at 12 Maple's sole cost and expense. Nothing contained in this Agreement shall be deemed or construed to place any responsibility or liability on EDEN for accidents, injuries, or damages that occur on the Sidewalk, or as a result of the existence thereof, after the completion of the Sidewalk's construction (assuming the same do not arise out of construction related defects or deficiencies); and all such responsibility and liability shall exist in, and is assumed by, 12 Maple as the owner and operator of the Sidewalk.

12 Maple hereby remises, releases, grants and conveys onto EDEN: (i) a (c) temporary, non-exclusive easement in, on, over, under, across and through the portion of the 12 Maple Property shown and more particularly described in Exhibit "G" attached hereto (the "EDEN Drainage Easement Area") for the purposes of access by pedestrians, laborers, vehicles and construction equipment, and the construction by EDEN (and its agents, representatives and/or contractors) at its cost and expense of two (2) segments of a sub-surface storm water drainage pipe located in part within the 12 Maple Property and in part within the EDEN Property (the "Drainage Pipe") as shown on the Sidewalk and Drainage Plan, and any and all Applicable Laws; and (ii) a permanent, non-exclusive easement, in, on, over, under, across and through the EDEN Drainage Easement Area for the connection to the southerly segment of the Drainage Pipe of a catch basin and drainage pipe within the Driveway Easement Area (as defined in Section 2(a), below) as shown on the Sidewalk and Drainage Plan, and for the conveyance of storm water from such catch basin and drainage pipe in and through the Drainage Pipe. The temporary easement granted by this Section 1(c) shall terminate upon the completion of the Drainage Pipe, and removal from the 12 Maple Property of any and all property of EDEN, its agents, representatives and/or contractors. From and after completion, EDEN and 12 Maple shall each own and at all times at its own cost and expense operate and maintain in good order and repair and in compliance with Applicable Laws, the portion(s) of the Drainage Pipe located within the EDEN Property and 12 Maple Property, respectively. 12 Maple shall have the right, at its sole cost and expense, to in the future relocate/reconstruct within the 12 Maple Property the Drainage Pipe and 12 Maple's connection

thereto in connection with the development of the 12 Maple Property, upon thirty (30) days' prior written notice to EDEN; provided that any such relocation/reconstruction shall: (i) be performed in accordance with and subject to all Applicable Laws; (ii) not adversely affect EDEN's use of the Drainage Pipe or use and enjoyment of the easements granted herein, in accordance with this Agreement; and (iii) be subject to this Agreement, including the permanent, non-exclusive easement conveyed to EDEN in this Section 1(c). 12 Maple agrees that after any such relocation/construction, 12 Maple shall restore the EDEN Drainage Easement Area, in accordance with all Applicable Laws and with good construction practices and materials, at its sole cost and expense to as near to the same condition as existed before the undertaking of such work.

(d) 12 Maple hereby remises, releases, grants and conveys onto EDEN: (i) a temporary, non-exclusive easement in, on, over, under, across and through the portion of the 12 Maple Property shown and more particularly described in Exhibit "H" attached hereto (the "Driveway Relocation Easement Area") for the purposes of access by pedestrians, laborers, vehicles and construction equipment, and the construction by EDEN (and its agents, representatives and/or contractors) at its cost and expense of a portion of the Driveway as shown on the Sidewalk and Drainage Plan, and any and all Applicable Laws; and (ii) a permanent, exclusive easement and right-of-way on, over and across the portion of the Driveway in the Driveway Relocation Easement Area for the purposes of vehicular ingress and egress between Maple Avenue and the Shopping Center Property.

## 2. Easements from EDEN to 12 Maple.

EDEN hereby remises, releases, grants and conveys onto 12 Maple a permanent, (a) non-exclusive easement and right-of-way on, over and across the Driveway on the portion of the EDEN Property shown and more particularly described in Exhibit "I" attached hereto (the "Driveway and Drainage Easement Area"), for the purposes of vehicular ingress and egress between Maple Avenue and the 12 The Parties acknowledge that the precise location of an Maple Property. interconnection (the "Curb-cut") between the Driveway and a future access driveway on the 12 Maple Property cannot be determined until a plan for commercial redevelopment of the 12 Maple Property is approved by the Planning Board of the Town of North Castle, and, in conjunction with application by 12 Maple for such approval, agree to cooperate with one another to determine the most suitable location for the Curb-cut considering 12 Maple's proposed redevelopment plan, and EDEN's need to minimize to the maximum extent possible conflicts between traffic destined to and from the 12 Maple Property, and to and from the Shopping Center Property. Consequently, EDEN shall construct the Curb-cut in accordance with the Sidewalk and Drainage Plan, but 12 Maple shall have the right, at its sole cost and expense, to in the future relocate/reconstruct the Curb-cut in connection with the development of the 12 Maple Property, upon thirty (30) days' prior written notice to EDEN; provided

that any such relocation/reconstruction shall: (i) be subject to the written approval of EDEN, which approval shall not be unreasonably withheld, conditioned or delayed provided it does not adversely affect EDEN's use or operation of the Driveway, including for access to the Shopping Center Property; (ii) performed in accordance with and subject to all Applicable Laws; and (iii) be subject to this Agreement, including the permanent, non-exclusive easement conveyed to 12 Maple in this Section 2(a). 12 Maple agrees that after any such relocation/construction, 12 Maple shall restore the Driveway and Drainage Easement Area at its sole cost and expense to as near to the same condition as existed before the undertaking of such work.

- (b) EDEN hereby remises, releases, grants and conveys onto 12 Maple a permanent, non-exclusive easement for the conveyance of storm water from the 12 Maple Property in and through the portion of the Drainage Pipe within the Driveway and Drainage Easement Area, as shown on the Sidewalk and Drainage Plan.
- 3. For purposes of this Agreement, construction of the Sidewalk and Drainage Pipe shall be "complete" upon the issuance by the Town of North Castle of a certificate of occupancy or compliance (or similar certification) for the Sidewalk or Drainage Pipe.
- 4. 12 Maple covenants and agrees to indemnify, defend and hold EDEN harmless from and against any all liabilities, penalties, claims, damages, costs, expenses (including reasonable attorneys' fees and court costs), and judgments arising from or out of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to any property, occasioned wholly or in part by (i) any negligent act or acts, omission or omissions, or willful misconduct, of 12 Maple, its agents, servants, contractors, employees, lessees, sublessees, licensees, concessionaires or invitees, or (ii) the use of the EDEN Property by 12 Maple and its agents, servants, contractors, employees, lessees, sublessees, licensees, concessionaires and invitees, except to the extent that any of the same shall result from the willful misconduct, negligent act or omission of EDEN, its contractors, employees, lessees, sublessees, licensees, concessionaires or invitees.
- 5. EDEN covenants and agrees to indemnify, defend and hold 12 Maple harmless from and against any all liabilities, penalties, claims, damages, costs, expenses (including reasonable attorneys' fees and court costs), and judgments arising from or out of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to any property, occasioned wholly or in part by (i) any negligent act or acts, omission or omissions, or willful misconduct, of EDEN, its agents, servants, contractors, employees, lessees, sublessees, licensees, concessionaires or invitees, or (ii) the use of the 12 Maple Property by EDEN and its agents, servants, contractors, employees, lessees, sublessees, licensees, concessionaires and invitees, except to the extent that any of the same shall result from the willful misconduct, negligent act or omission of 12 Maple, its contractors, employees, lessees, sublessees, licensees, concessionaires or invitees.

- EDEN and 12 Maple shall each maintain or cause to be maintained a policy of 6. commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the 12 Maple Property and EDEN Property, respectively, by 12 Maple, by the tenants, agents, contractors, employees, licensees, customers and invitees of each, or the occupants of the EDEN Property or the 12 Maple Property, as the case may be. Any such commercial general liability insurance shall name the other party as an additional insured thereunder. Said insurance shall be carried by a reputable insurance company or companies having ratings of Best's Insurance Guide A and VIII or better, and qualified to do business in the State of New York, with single limit liability coverage of not less than \$5,000,000 plus umbrella coverage for an additional \$5,000,000, adjusted every three (3) years to provide for inflation. The Parties shall maintain or cause to be maintained contractual liability insurance specifically endorsed to cover each party's agreement to indemnify the other party as provided in paragraph 4 above. Such insurance may be carried under a "blanket" policy or policies covering other properties of the respective party and its subsidiaries, controlling or affiliated corporations and shall provide that such insurance may not be canceled or materially modified without first giving the other party not less than thirty (30) days' prior written notice of such cancellation. Each party shall annually furnish to the other party certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this paragraph 6.
- 7. This Agreement and the easements established hereby shall run with the land and be binding upon and inure to the benefit of, and shall be enforceable by, the Parties and their respective heirs, legal representatives, successors and assigns. The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of the right to do so thereafter.
- The Parties acknowledge that the Town of North Castle may establish a parking district 8. (the "Parking District") encompassing, among other properties, the 12 Maple Property and the two (2) parcels of property west of the 12 Maple Property known as 430 Main Street, Armonk, and 6 Maple Avenue, Armonk, and designated on the tax assessment map of the Town of North Castle as Parcel Nos. 108.01-6-24 and 108.01-6-25, respectively (each a "West Parcel"). The Parties also acknowledge that in the absence of a Parking District, 12 Maple and the owners of the West Parcels may agree to enter into a separate reciprocal easement agreement to share parking and provide for ingress and egress to their respective properties. EDEN agrees that if the Parking District is established by the Town of North Castle, or if 12 Maple and the owners of one or more of the West Parcels enter into a reciprocal easement agreement, then provided the owner of a West Parcel enters into a written agreement with EDEN in recordable form reasonably acceptable to EDEN, pursuant to which such owner, for itself and its successors and assigns, agrees to be bound by, and comply with and perform, the terms and provisions of this Agreement to which 12 Maple is subject including, without limitation, the provisions regarding insurance and indemnification set forth in paragraphs 4 and 6 of this

- Agreement, such owner shall be entitled to the benefit of the Driveway Easement granted hereby as though such owner was an additional grantee under this Agreement.
- 9. Ownership of the EDEN Property remains in all respects vested in EDEN, and the use and enjoyment of the EDEN Property is retained by and for EDEN subject to the provisions of the Easement granted hereby.
- 10. Ownership of the 12 Maple Property remains in all respects vested in 12 Maple, and the use and enjoyment of the 12 Maple Property is retained by and for 12 Maple subject to the provisions of this Agreement.
- 11. Each of the Parties represents that the following are true as of the date of this Agreement:
  - (a) Each party is an entity duly organized and in good standing in New York. The individual executing this Agreement on behalf of each party is duly authorized to do so on behalf of his respective party subject to approval by any lending institution having a secured interest. The execution and delivery of this Agreement and the performance of all obligations of the party hereunder have been duly authorized by the party and no consents of any beneficial owners or any other persons are required that have not been obtained for the execution and delivery of this Agreement by the party and the performance of all obligations by the party hereunder.
  - (b) The transfer and delivery by each party of the Agreement and the performance by the party of its obligations under this Agreement will not conflict with or result in the breach of any of the terms of any agreement or instrument to which the party is a party or bound or constitute a default thereunder.
  - (c) There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against the party.
- 12. This Agreement shall be recorded at EDEN's expense in the Office of the Westchester County Clerk, Division of Land Records.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 14. In the event any provision of this Agreement shall be determined void and unenforceable by a court of competent jurisdiction, then such determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; provided that the removal of such void or unenforceable provision does not materially modify the intent or effect of this Agreement.

- 15. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by written consent of the Parties, evidenced by a document that has been fully executed and acknowledged by such parties and recorded in the Office of the Westchester County Clerk, Division of Land Records.
- 16. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the Parties and their successors, assigns, heirs, executors, and personal representatives.
- 17. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 18. Notices, requests for consents, consents, or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested (postage prepaid), or by a nationally recognized overnight courier company, or by personal delivery upon a person of suitable age and discretion. Notice shall be deemed given upon receipt or, in the case of overnight delivery, upon delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parties are as follows:

EDEN: Eden Enterprises, LLC

40-52 75<sup>th</sup> Street

Elmhurst, New York 11373 Attention: Benjamin Werber

With copy to:

DelBello Donnellan, et al.

One North Lexington Avenue, 11th Floor

White Plains, New York 10601

(914) 681-0200

Attention: Janet J. Giris, Esq.

12 Maple:

GMS 12 Maple, LLC

RJK 12 Maple, LLC

PO Box 673

Millwood, New York 10546 Attention: George Stone

With copy to:

Veneziano & Associates

84 Business Park Drive, Suite 200

Armonk, New York 10504

914-273-1300

Attention: Mark P. Miller, Esq.

- 19. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
- 20. In the event of any litigation between the Parties to enforce this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all costs and fees, including reasonable attorneys' fees, litigation and collection costs incurred by the prevailing party in connection with such litigation.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused their signatures to be affixed the day and year first written above.

Eden Enterprises, LLC

By: Benjamin Werber Title: Manager

GMS 12 Maple LLC

By: George Stone Title: Member

**RJK 12 Maple LLC** 

By: Randall Katchis

Title: Member

STATE OF NEW YORK (COUNTY OF QUEENS \*14") ss.:

On the <u>Vfu</u> day of <u>Newmon</u> 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Dengenter</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BENJAMIN GORELICK
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02G06122516
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES
SEPTEMPETE 27, 2021

STATE OF NEW YORK )
COUNTY OF WESTCHESTER ) ss.:

On the day of da

**Notary Public** 

STATE OF NEW YORK )
COUNTY OF WESTCHESTER ) ss.:

On the 22 day of 244, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Katchis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**Notary Public** 

MARK P. MILLER
Notary Public, State of New York
No. 02MI6245952
Qualified in Westchester County
Commission expires Aug. 8, 20

### EXHIBIT A LEGAL DESCRIPTION

ALL that certain plot, piece, or parcel of land, situate, lying, and being in the Town of North Castle, County of Westchester and State of New York, being bounded and described as follows:

BECINNING at a point on the northerly side of Maple Avenue, distant 172.97 feet easterly from a corner formed by the intersection of the northerly side of Maple Avenue with the easterly side of Main Street also known as State Highway No. 128;

RUNNING THENCE through land now or formerly of Andrew and Adeline Findlay,

North 24 degrees 09 minutes 20 seconds East 191.21 feet to the northerly side of said land;

RUNNING THENCE along the northerly side of land,

South 62 degrees 44 minutes 20 seconds East 30.04 feet to land now or formerly of Ernest and Louise Remsen;

RUNNING THENCE along said land,

South 24 degrees 09 minutes 20 seconds West 188.56 feet to the northerly side of Maple Avenue;

RUNNING THENCE along the northerly side of Maple Avenue,

North 67 degrees 48 minutes 00 seconds West 30.02 feet to the point or place of BEGINNING.

For Information: Tax Designation: Town of North Castle - Section 108.01, Block 6, Lot 27.

### Exhibit "B"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Armonk, Town of North Castle, County of Westchester and State of New York, being bounded and described as follows:.

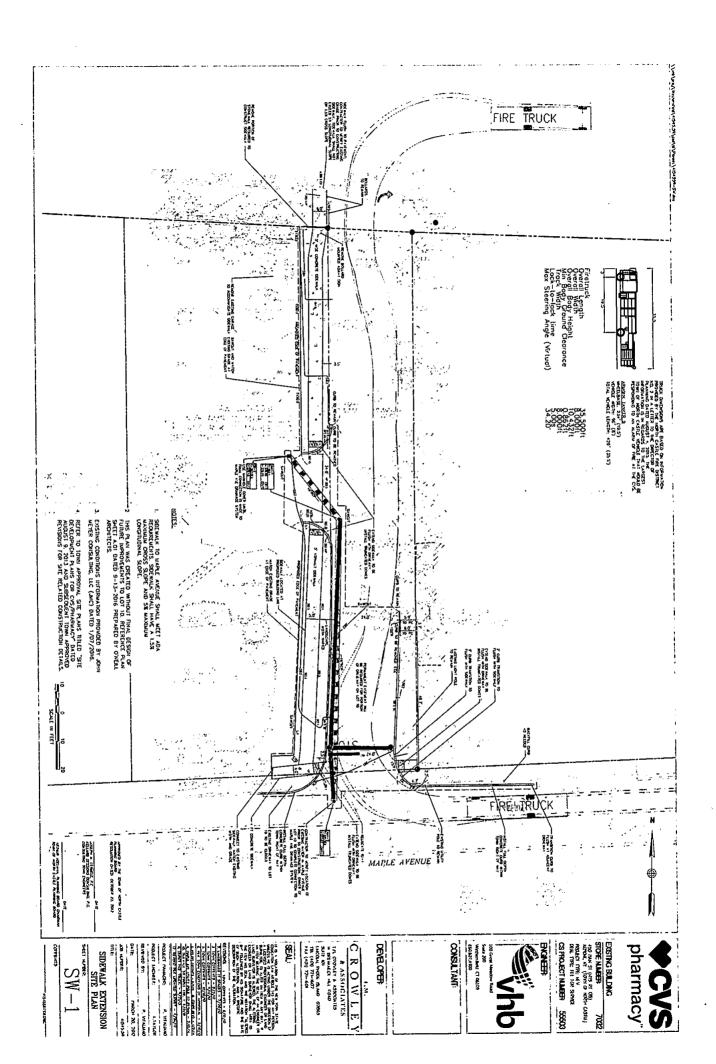
BEGINNING at a point on the northerly side of Maple Avenue where the same is intersected by the division line between land now or formerly of Torlish on the west and the premises herein described on the east, which point is distant easterly 101.69 feet from the corner formed by the intersection of the easterly side of Main Street with the northerly side of Maple Avenue;

RUNNING THENCE along said division line, North 23 degrees 54 minutes 30 seconds East 197.56 feet to land now or formerly of Fumano;

RUNNING THENCE along the same, South 62 degrees 44 minutes 20 seconds East 72.20 feet to land now or formerly of G.I.T. Industries, Inc.;

RUNNING THENCE along the same, South 24 degrees 09 minutes 20 seconds West 191.21 feet to the northerly side of Maple Avenue aforesaid:

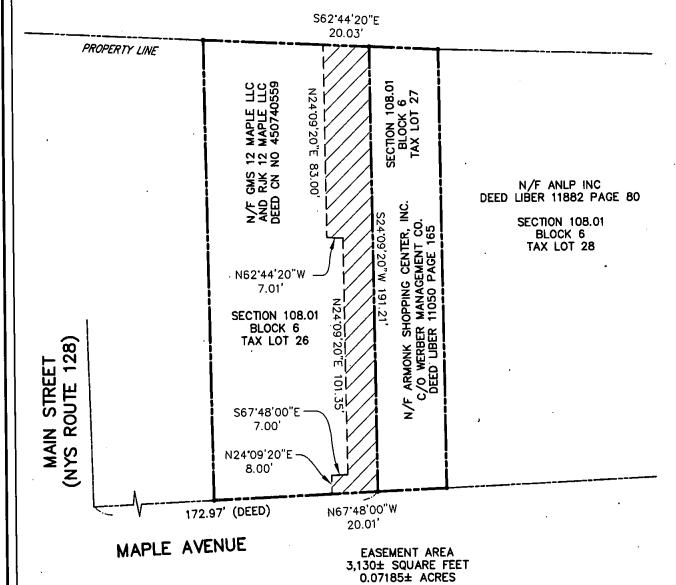
RUNNING THENCE along the same, North 67 degrees 48 minutes 00 seconds West 71.18 feet to the point and place of BEGINNING.



N/F EDEN ENTERPRISES LLC C/O WERBER MANAGEMENT CO., INC. SECTION 108.01 DEED LIBER 12371 PAGE 15 BLOCK 6

TAX LOT 22



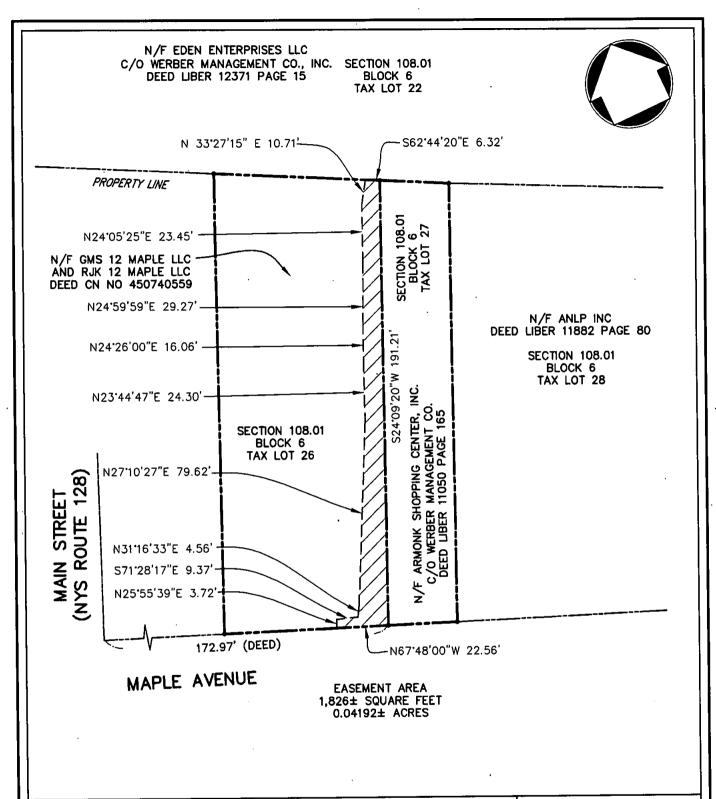


Drawn:	JK	Approved:	TS
Scale:	1"=40'		
Date:	08/07/	/2017	
Project No:	7004-9	3	
EX-A.dwg	EX-A.	tab	N/A

EXHIBIT E GRADING EASEMENT



120 BEDFORD ROAD • ARMONK, NY 10504 voice 914.273.5225 • fax 914.273.2102 www.jmcpllc.com



Drawn:	JK	Approved:	TS
Scale:	1"=40'	,	
Date:	08/07	/2017	
Project No:	7004-	S	
EX-D.dwg	EX-D	.tab	N/A

EXHIBIT F
SIDEWALK EASEMENT

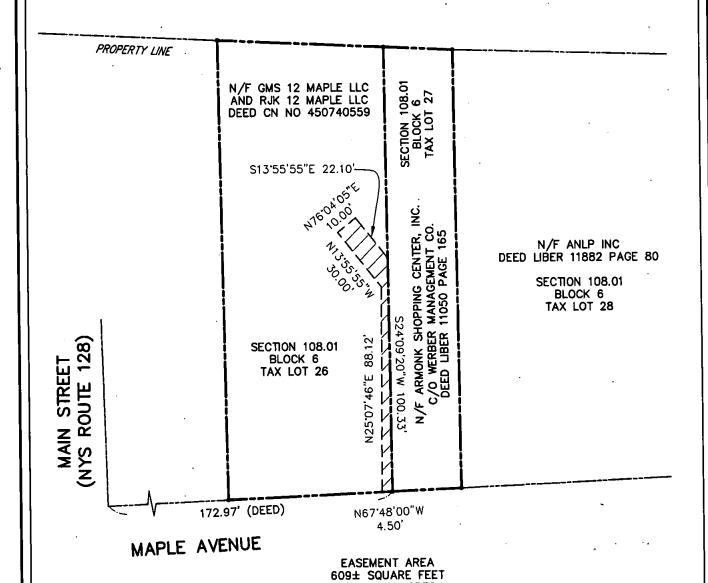
JMC COMPANY CAMELLI TANKS

120 BEDFORD ROAD • ARMONK, NY 10504 voice 914.273.5225 • fax 914.273.2102 www.jmcpllc.com

N/F EDEN ENTERPRISES LLC C/O WERBER MANAGEMENT CO., INC. DEED LIBER 12371 PAGE 15

SECTION 108.01 BLOCK 6 TAX LOT 22





Drawn:	JK	Approved:	TS
Scale:	1"=40"		
Date:	08/07/2017		
Project No: 7004-S			
EX-E.dwg	EX-E.	tab	N/A

EXHIBIT G

DRAINAGE EASEMENT

0.01400± ACRES

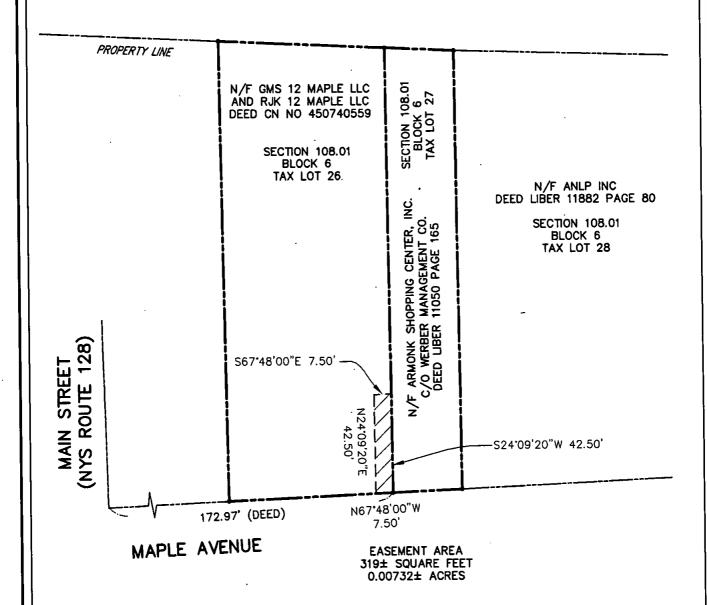


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N/F EDEN ENTERPRISES LLC C/O WERBER MANAGEMENT CO., INC. DEED LIBER 12371 PAGE 15

SECTION 108.01 BLOCK 6 TAX LOT 22





Drawn:	JK	Approved:	TS
Scale:	1"=40	)'	
Date:	08/0	7/2017	
Project No:	7004	-S	
EX-B.dwg	EX-	B.tab	N/A

EXHIBIT H
DRIVEWAY EASEMENT

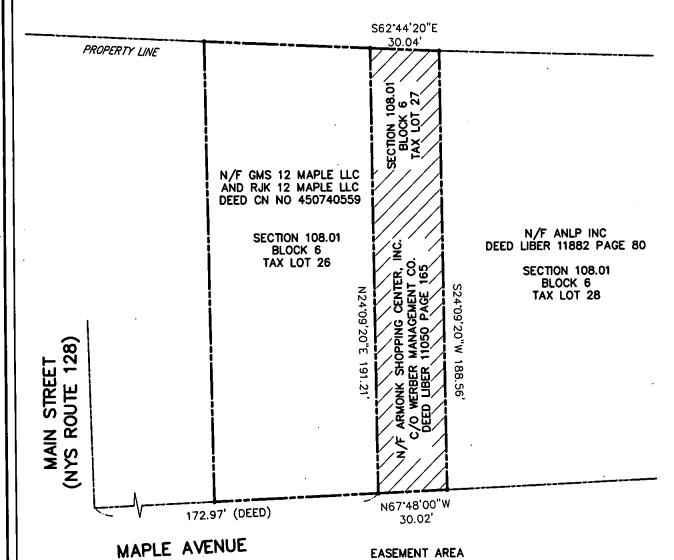
JMC SITE DEVELOPMENT CONSULTANTS

120 BEDFORD ROAD • ARMONK, NY 10504 voice 914.273.5225 • fax 914.273.2102 www.jmcpllc.com

N/F EDEN ENTERPRISES LLC C/O WERBER MANAGEMENT CO., INC. SECTION 108.01 DEED LIBER 12371 PAGE 15 BLOCK 6

TAX LOT 22





Drawn:	JK	Approved:	TS
Scale:	1"=40'		
Date:	08/07/2017		
Project No: 7004-S			
EX-C.dwg	EX-C.	tab	N/A

REVISED 10/13/2017

EXHIBIT I

5,697± SQUARE FEET 0.13079± ACRES

### DRIVEWAY AND DRAINAGE



120 BEDFORD ROAD • ARMONK, NY 10504

voice 914.273.5225 • fax 914.273.2102 www.jmcpllc.com

### STAFF REPORT - TOWN OF NORTH CASTLE PLANNING DEPARTMENT

October 2, 2023



APPLICATION NAME & NUMBER

12 Maple Ave [2023-029]

SBL

108.01-1-6-26

MEETING DATE

October 12, 2023

PROPERTY ADDRESS/LOCATION 12 Maple Avenue, Armonk

### **BRIEF SUMMARY OF REQUEST**

Existing 1,700 square foot building built in the 1820s. The Applicant is proposing an addition to the structure to house a new 3,600 square foot 144 seat restaurant. The restaurant will also include an outdoor dining roof deck and porch dining.

The addition and change of use will require an off-street parking variance. The Applicant is proposing on-site valet parking and has secured permission to valet 32 additional cars at 20 Maple Avenue (across the CVS driveway) during dinner service.



PENDING ACTION:	■ Plan Review	☐ Town Board Referral	☐ Preliminary Discus	ssion
EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
CB-A2 Central Business District	Commercial/Vacant	Commercial development along NYS Route 128 and Maple Avenue	Renovation of existing building and site enhancements	0.32 acres

### **PROPERTY HISTORY**

1973 - Permit issued for Real Estate Office

2003 - Vannier Real Estate

2005 - Julia B. Fee Real Estate

2007 - Sotheby's International Realty

### **COMPATIBILITY** with the COMPREHENSIVE PLAN

The Comprehensive Plan states the following:

 Avoid expansion of the existing retail areas in Town, focusing on enhancing them through transportation improvements, landscaping and beautification, strong site design and targeted infill housing as appropriate.

### STAFF RECOMMENDATIONS

- 1. Once all staff and consultant's comments are addressed, the Planning Board should give consideration to approving the requested permits.
- 2. The Planning Board will need to determine whether the project is compatible with the Comprehensive Plan.

### **Procedural Comments**

- Pursuant to Section 12-18(1) of the Town Code, all site development plans submitted to the Planning Board are required to be referred to the Architectural Review Board (ARB) for review and comment.
- The application for site plan approval will need to be referred to the Westchester County Planning Board, pursuant to § 239-m of New York State General Municipal Law (GML). This referral is required because the subject site is located within 500 feet of NY Route 128.
- 3. The Proposed Action would be classified as a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA).
- 4. A Public Hearing for the proposed site plan will need to be scheduled.
- 5. The site plan should be forwarded to the Chief of Police, Fire Inspector and the Armonk Fire Chief so that they may make any pertinent recommendations to the Planning Board including, but not limited to, the designation of no-parking zones, emergency vehicle access or any other issued deemed important to providing emergency services.

The site plan should be forwarded to the Sewer and Water Department so that they may make any pertinent recommendations to the Planning Board the capacity of the sewer and water infrastructure to handle the proposed amount of effluent and water demand.

- 7. An outdoor dining permit, issued by the Building Department, will be required prior to utilizing any outdoor/roof area for outdoor dining.
- 8. Given the proposed lack of off-street parking in the hamlet area, it is recommended that the project be referred to the Town's Traffic Consultant for review and report.

### Staff Notes

(9) construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance.

The referral was made on August 8, 2023. The Police Department expressed concerns relating to the flow of vehicles from the site to the adjacent 20 Maple Avenue via Maple Ave. In addition, the Police expressed further concern that vehicles will queue on Maple Avenue and disrupt traffic operations. The police also are concerned that the public will bypass the valet parking and utilize other parking in the hamlet.

The referral was made on August 8, 2023. The Water and Sewer Department recommended that the applicant reconsider the grease trap location. In addition, irrigation water demand should be included in the calculations. Furthermore, the plan should be revised to depict the location of water meter, backflow preventer and appurtenances.

The Town's Traffic Consultant noted that during the evening and on weekends 56 off-street parking spaces will be available via valet parking at the site and at 20 Maple Avenue. However, only 24 spaces will be available during the critical afternoon parking crunch in the Armonk Hamlet.

In general, the Town's consultant believes that adequate parking will be available in and around the restaurant once all of the details of the plans are revised to the Town's satisfaction.

### **General Comments**

- The existing 1,700 square foot building is proposed to be converted into a 3,600 square foot restaurant. The CB-A2 Zoning District permits "restaurants, taverns, cafes, bakeries not exceeding 5,000 square feet of floor area" (via CB-A principal use reference) as well as "any accessory buildings or uses customarily incident to a permitted use" (via CB-B accessory use reference).
- 2. The Applicant has stated that employees will utilize street parking on Old Route 22. It is highly unlikely that employees will utilize the proposed parking as it is an 8 minute walk to the subject site from that location. The Planning Board will need to evaluate whether the information presented by the Applicant is credible.
- 3. The site plan depicts a total of 15 off-street parking spaces where 48 are required. The Applicant will need to obtain an off-street parking variance from the Zoning Board of Appeals.
- 4. The submitted material indicates that there might be nighttime music/dancing/party. If such uses are not associated with typical sit down dinner service, those proposed uses may require the issuance of a <u>Town Board Cabaret License pursuant to Chapter 140</u>.
- 5. The site plan previously counted 33 seats associated with the outdoor dining terrace/bar and 21 seats on the front porch. If these areas are not enclosed, then these seats should not be counted toward the off-street parking requirement as outdoor dining does not have an off-street parking requirement associated with that use.
- 6. The site plan previously depicted ground level standing bar should be revised to assign "seats" to the locations where bar patrons will occupy the standing bar. It seems as though 8 "seats" should be assigned to this area.
- 7. The Applicant should quantify the restaurant operation impacts with respect to water and sewage generation.
- 8. The Applicant should be commended for taking this opportunity to improve the site's frontage along Maple Avenue by enhancing the building's architecture and providing planting in front of the building.
- 9. The Applicant should submit the access easement to utilize the CVS driveway to add to the official record for this project.
- 10. The site plan should be revised to depict a trash enclosure detail. The Applicant should demonstrate that the trash enclosure is large enough to accommodate the waste and recycling needs of the proposed uses on the site.
- 11. The Applicant should indicate whether any commercial vehicles are proposed to be parked on the site. If so, the site plan should depict such vehicles on the site plan (those spots should not be counted as part of the off-street parking provided on the site).
- 12. The Applicant should submit a lighting plan in accordance with Section 355-45.M of the Town Code.
- 13. The Applicant should submit a landscaping plan with plant schedule (name, size, quantity) for review. Parking lot landscaping should be included where possible.
- 14. The Applicant should submit elevations for review. The elevations should depict proposed building height (average grade to roof midpoint).



Sal Misiti

smisiti@northcastleny.com

**Director of Water & Sewer Operations** 

watersewer@northcastleny.com

### TOWN OF NORTH CASTLE

WATER & SEWER
DEPARTMENT
15 Business Park Drive
Armonk, New York 10504

www.north castleny.com

914-273-3000- ext. 55 Fax-914-273-3075



Member
American Water Works Association
N.Y. Rural Water Association
N.Y. Water Environment Association
Westchester Water Works Conference

### 1 ux 71 1 273 3073

**MEMORANDUM** 

To: Adam Kaufman, Town Planner

Cc: North Castle Planning Board

Kevin Hay, Town Administrator Roland Baroni, Jr., Town Attorney

From: Sal Misiti

Date: August 23, 2023

Re: 12 Maple Avenue—Your request for input relative to water & sewer

As requested, I will provide information as it relates to the above referenced applicant's submission although there are no water or sewer use projections in the package provided. Peter Psaltakis a representative for the applicant has been reaching out to me for "Will Serve" letters, which I am reluctant to provide at this time. Their projected use, as I understand it, will be based upon the approved restaurant seating. They are using 35gal/day per seat a DEC standard, and are calculating 144 (seats) \*35= 5,040 gal/day (water use) then they randomly add 40 gpd for sewer for a total of 5,080 gal/day. Their methodology for sewer using 40 gpd they say "accounts for potential inflow and infiltration". There shouldn't be any I & I in this operation. They really have not put too much effort in arriving at these numbers. Unlike their collection of surrounding cellular activity to justify their parking needs.

Some observations and concerns related to the plan provided:

- They are indicating seating for 144 on the plan, surprisingly there are only four (4) toilets and no urinals for the entire operation.
- Curious how the outside open rooftop seating area will be drained. The collection of rainwater for that surface area cannot discharge to the sanitary sewer.
- Although I understand the drawings are not for construction, they illustrate a large grease trap in the front of the building parallel to the porch and on the building side of the sidewalk. This in my opinion is not the best place for this, and may be in the right of way. Generally, these are serviced by honey dipper trucks, stopping in front on Maple Avenue for this service will create a traffic problem, not to mention this operation at their front entrance will not be aesthetically pleasing. This would be better suited in the rear or east side of the building.

Date: August 23, 2023 Page-2

To: Adam Kaufman, Town Planner

Re: 12 Maple Avenue—Your request for input relative to water & sewer



 In addition, there should be consideration for water use relative to irrigation of the rooftop and surrounding gardens.

- Understanding the utility plan provided is not for construction there is no indication for a utility area to house a water meter and the fire system backflow preventor, and appurtenances.
- It should be understood that whatever seating is configured, seasonal and permanent, all of the seating is part of the calculation for their SD2 sewer user fees. The number of table/booth seats, bar stools, porch, rooftop, etc.

Please advise if the seating of 144 is finalized, then the applicant can sharpen their pencils to provide a better projection of both water and sewer use estimates.

If you should have any questions or require additional information, please do not hesitate to contact me.

### **Traffic & Parking Management Plan**

12 Maple Avenue, Armonk, Town of North Castle, NY

### Prologue

This Traffic & Parking Management Plan ("T&PMP") was required as part of the approval process for operation of a restaurant at 12 Maple Avenue, Armonk, NY. Due to the requirement of a parking variance, the traffic and parking management strategies detailed hereafter were developed to safely and efficiently manage traffic and parking at the restaurant (the "Property") during the busier hours, as may be needed.

The purpose of the T&PMP is to accommodate on-site parking demand, to safeguard workers and the public to the greatest extent practicable, and to ensure that impacts to the public, area businesses, and residents are minimized as much as possible.

### **Implementation**

Actions required by the T&PMP are to be implemented at the start of operations at 12 Maple Avenue, as specified herein. Actions required by the T&PMP may only be discontinued after it has been determined by the Town of North Castle Building Department. Discontinued actions must be resumed immediately if so directed by the Town of North Castle Building Inspector.

### **Restaurant Operation**

To ensure that there will always be sufficient parking, the following measures will be implemented:

- Provision of at least 22 off-street additional parking spaces within 250 feet of the property for use by restaurant patrons after 6:00 p.m. on weekdays and all day on weekends.
- Provision of a legal instrument, satisfactory to the Town Attorney, assuring the continued existence and use of said parking adjacent spaces.
- Prohibition on reserving portions of the restaurant for private parties until after
   4:00 p.m. on weekdays.

- Instruction to and requirement that all employees who drive to work park on underutilized street parking spaces, as permitted by law, on Old Route 22 at Schultz Way or on NYS 128 just north of Old Route 22 (or an approved equivalent).
- Provision of valet parking services at 12 Maple Avenue.
- Provision of valet parking services off-street within 250 feet of the property after
   6:00 p.m. on weekdays and all day on weekends.
- Instructions on the restaurant's website directing customers where to park.

### **Parking Operation**

### **Employees**

 Employees are to be required and directed to park on Old Route 22 at Schultz Way or on NYS 128 just north of Old Route 22 (or an approved equivalent) at all times.

### Valet Parking

- Valet Parking Team to set up at 12 Maple Avenue at all times when the restaurant is open, except as modified in writing by the Town of New Castle Building Department).
- Green Flag and two-sided Valet Parking sign with arrows pointed into the site to be deployed at the 12 Maple Avenue parking lot driveway when there is available capacity at 12 Maple Avenue.
- Arriving customers are to be directed to pull in and turn up toward the building as shown in the attached plans (capacity for two at a time).
- Valets to hand ticket to customers who walk into restaurant, while valets reverse
  the vehicles into the north end of the parking lot, as shown.
- A third customer arriving at the same time to be directed to pull into the driveway and wait as shown on the attached plans.
- Departing customers hand ticket to the valet who retrieves vehicle and delivers it to the customer as shown on the attached plans.
- When there are 20 vehicles parked on the lot, half of the Valet Parking Team to relocate to and set up valet operations at 20 Maple Avenue.

- Valet Parking Team remaining at 12 Maple Avenue to continue to park arriving vehicles until 24 vehicles are parked.
- When 24 vehicles are parked, 12 Maple Avenue Valet Parking Team to swap out the two-sided Valet Parking sign and Green Flag for a single-sided Valet Parking sign with an arrow pointed towards Maple Avenue and a Red Flag.
- When valet parking is operational at 20 Maple Avenue, Green Flag and two-sided Valet Parking sign with arrows pointed into the site to be deployed at the 20 Maple Avenue parking lot driveway.
- Customers arriving at 20 Maple Avenue are to be directed to pull into and halfway
  up the parking lot as shown in the attached plans (capacity for four at a time)
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- Departing customers hand ticket to the valet, who retrieves vehicle and delivers it to the customer as shown on the attached plans.
- Valet staffing is to be sufficient to conduct valet operations at both 12 Maple
   Avenue and 20 Maple Avenue locations simultaneously.

None of the above measures may be discontinued unless it has been determined that they are not needed for a complete two-week period. Discontinued actions must be resumed immediately if so directed by the Town of North Castle Building Inspector.

### **Website Parking Instructions**

Hemlock Hills is located at 12 Maple Avenue, in the Hamlet of Armonk (LINK for directions). Limited parking is provided behind the building on the driveway connecting Maple Avenue to the CVS shopping center. Additional parking is provided evenings and weekends at 20 Maple Avenue. Valet parking is provided for your convenience.

### Parking Instructions

- If driving on Maple Avenue and there is no valet parking sign or flag at 20 Maple Avenue, proceed to 12 Maple Avenue (parking is available).
- If driving on Maple Avenue and there is a valet parking sign and green flag at 20 Maple Avenue, proceed to 20 Maple Avenue (no parking available at 12 Maple Avenue).
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### k:\whp\_civil\112843000\_12 maple ave\_armonk\_ny\7. civil\2. cad\plansheets\C-2.0 SITE PLAN.dwg 12 Maple Standard Parking Stalls 13 Stalls + 2 ADA PROPERTY LINE (TYP.) -EDGE OF ASPHALT -15' X 40' LOADING SPACE 2-STORY FRAME BUILDING 1-STORY NEW EXTENSION WITH OCCUPIABLE ROOF GREEN DOOR LOCATIONS -Concrete Walk Concrete Walk Conc. Curb Conc. Curb Edge of Asphalt ADA RAMP -191.21 EXTEND EXISTING — SIDEWALK EXTEND EXISTING CROSSWALK White Line Edge of Asphalt Concrete Curb Edge of Asphalt Concrete Curb Concrete Curb

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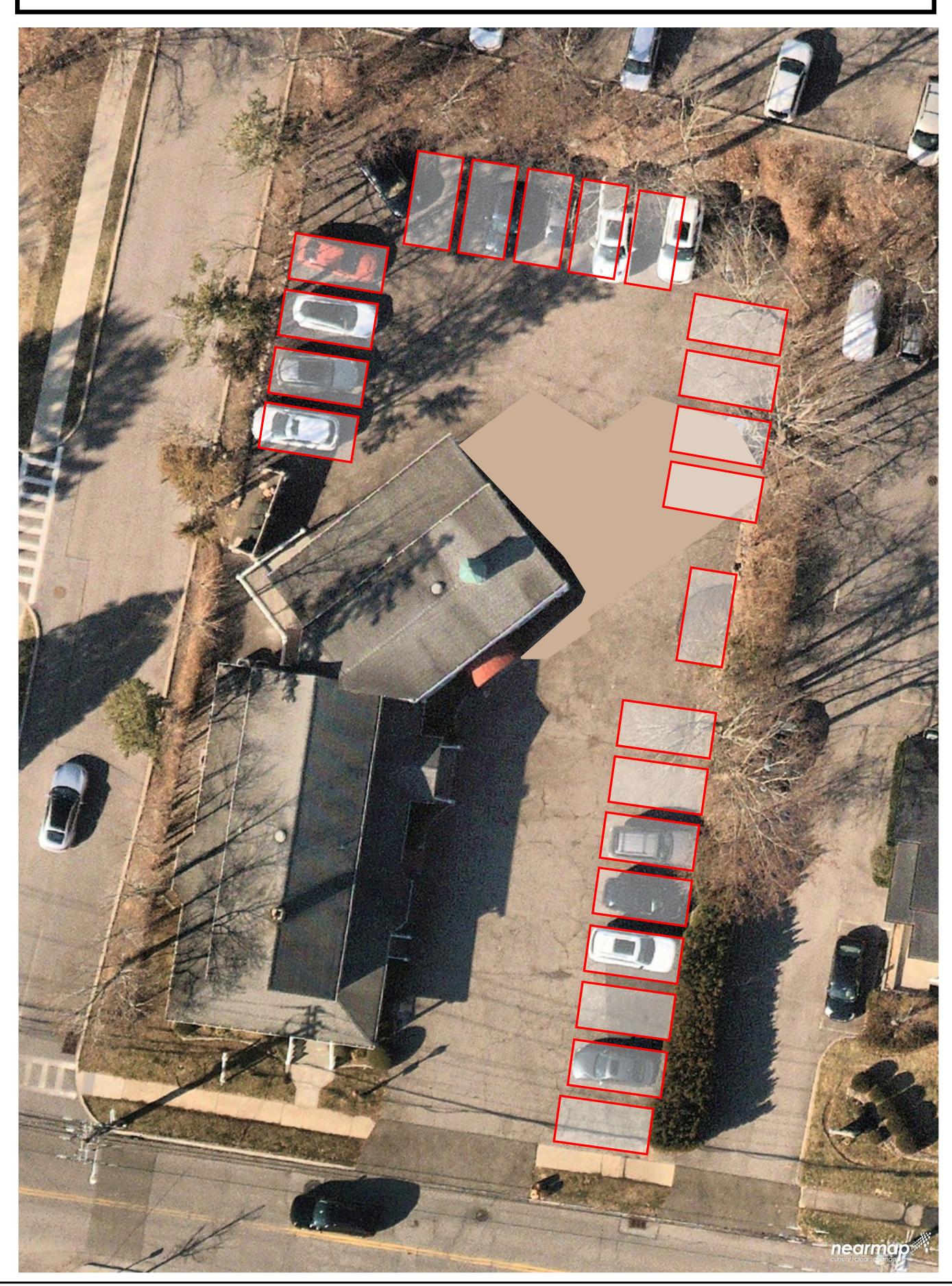
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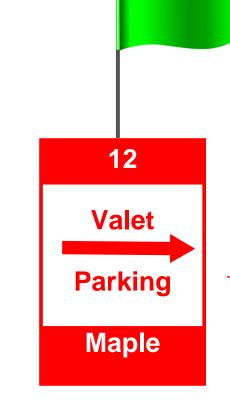
## 20 MapleStandard Parking Stalls22 Stalls



20 MapleValet Parking Stalls32 Stalls



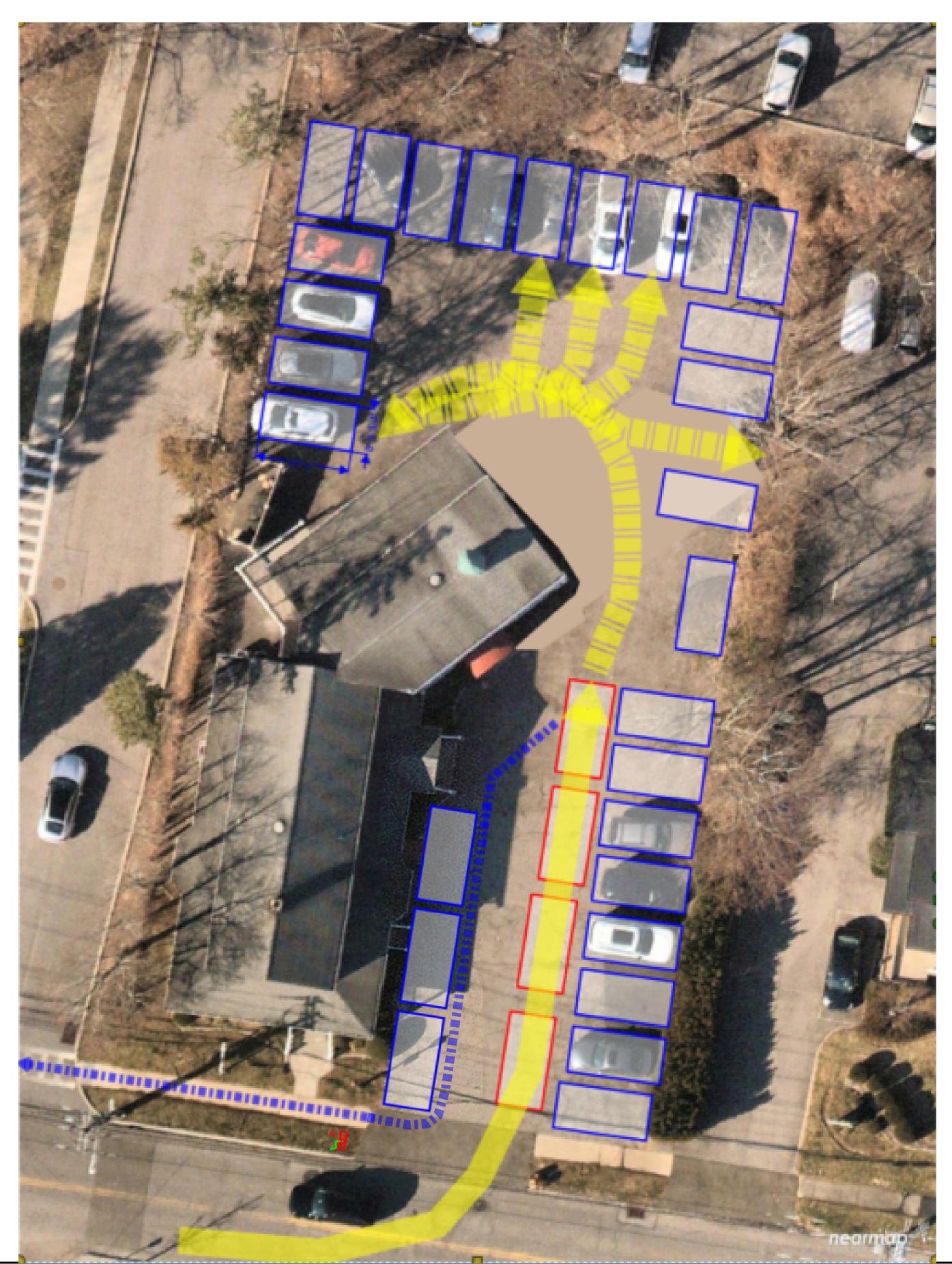
A Double-sided Sign and Green Flag



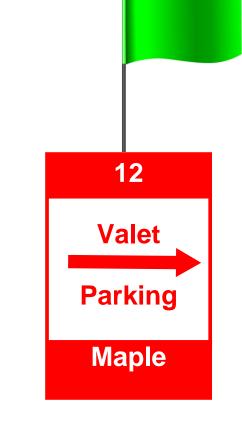
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20 Maple Valet Parking Stalls 32 Stalls

Arrival Setup





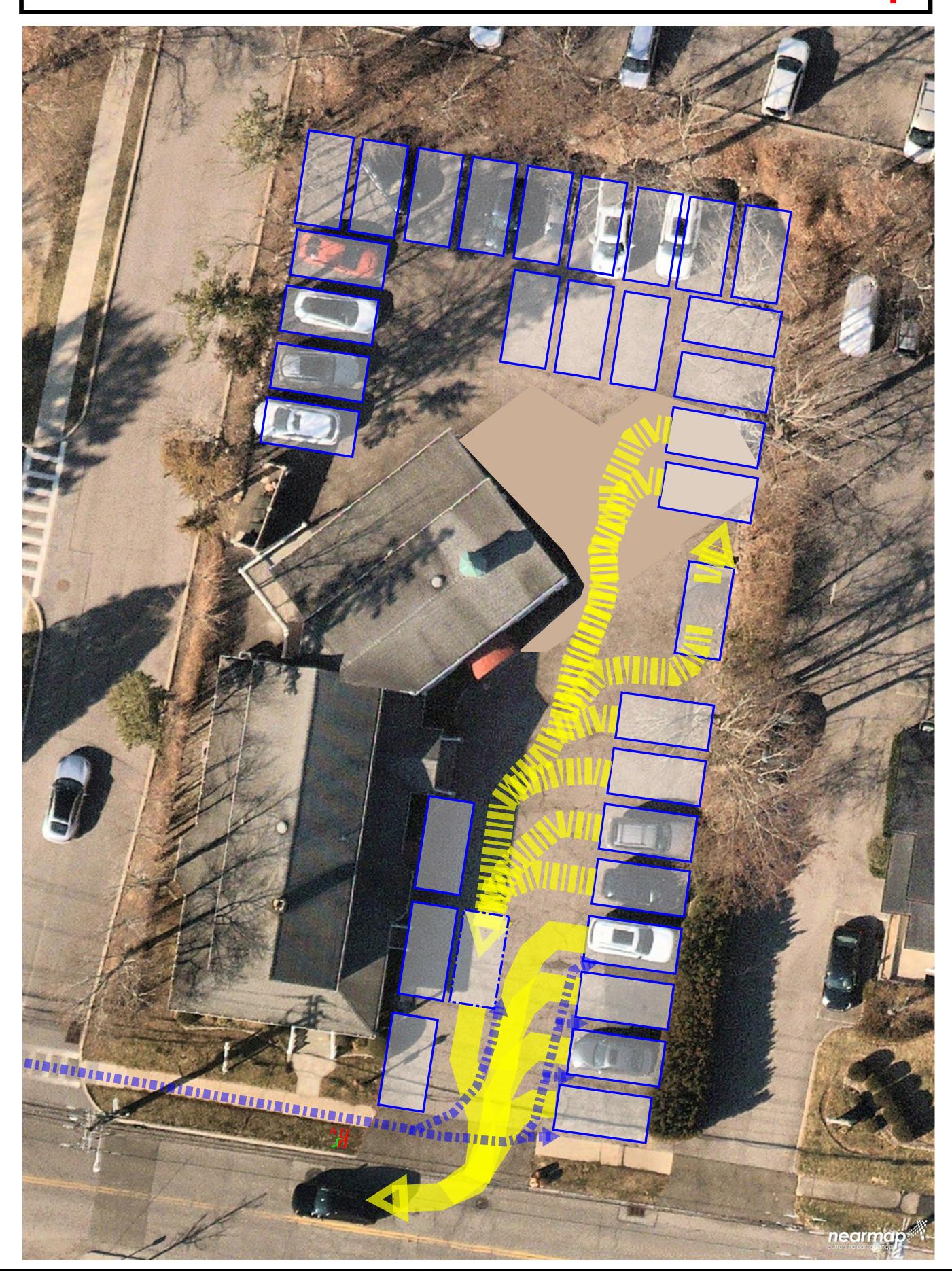


20 Maple
Valet Parking Stalls Setup
32 Stalls
Front 3 Sp



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20 Maple Departure Valet Parking Stalls Setup 32 Stalls East 11 Sp



20 Maple Valet Parking Stalls Setup 32 Stalls

Departure NE 6 Sp



A Double-sided Sign and Green Flag

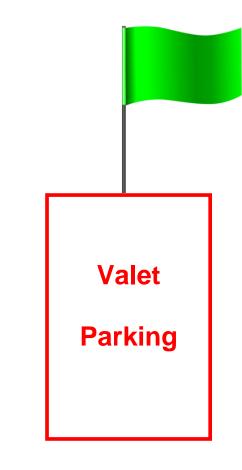
> **Valet Parking**

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20 MapleValet Parking Stalls Setup32 StallsNorth 6 Sp



A Double-sided Sign and Green Flag



20 MapleValet Parking Stalls Setup32 StallsWest 2 Sp



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# 20 Maple Valet Parking Stalls Setup 32 Stalls NW 4 Sp



A Double-sided Sign and Green Flag

