



**Evans Associates**  
Environmental Consulting, Incorporated

August 31, 2015

Honorable Michael F. Quinn, Chairman and Members of the Planning Board  
City of White Plains  
255 Main Street  
White Plains, New York 10601

**RE: 221-227 West Street Subdivision  
West Street at Windward Avenue  
White Plains, N.Y.**

Dear Hon. Chairman Quinn and Members of the Planning Board:

Kindly note that the Final Subdivision Plat ("Plat"), as signed by the surveyor on May 4, 2015 is in order and ready for approval. In connection with such Plat, enclosed please find 13 copies of the plans in connection therewith and site plan approval for the homes.

<u>Dwg No.</u>	<u>Dwg. Name</u>	<u>Last Dated</u>
Dwg. C-1	Cover Sheet	07/10/2015
Dwg. C-2	DPW Construction Notes for Subdivisions & Developments	07/10/2015
Dwg. S-1	Subdivision Layout Plan	07/10/2015
Dwg. S-2	Subdivision Site Grading & Utilities Plan	07/10/2015
Dwg. S-3	Subdivision Erosion & Sediment Control Plan	07/27/2015
Dwg. S-3A	Construction Disturbance Plan	07/10/2015
Dwg. S-4	Subdivision Tree Protection Plan	07/10/2015
Dwg. S-5	Landscape Plan	07/10/2015
Dwg. DE-1	Erosion Control Construction Details /Construction Narrative	07/10/2015
Dwg. DE-2	Construction Details	07/10/2015
Dwg. DE-3	Construction Details/Notes	07/10/2015
Dwg. DE-4	Construction Details	07/10/2015
Dwg. DE-5	City DPW Details / Subdivision Road Profile	07/10/2015
Dwg. DE-6	Construction Details	07/10/2015
Dwg. EX-1	Existing Conditions Map	04/23/2014
	Water Main Standard Construction Details (from DPW)	
	Sanitary Sewer Standard Construction Details (from DPW)	

Drawing A-100, Foundation Plan of the Lot 2 house, dated 07/02/2015, prepared by Crozier-Gedney Architects, P.C. to demonstrate no basement on said lot.

205 Amity Road  
Bethany, CT 06524  
Tel: 203 393 0690  
Fax: 203 393 0196



Honorable Michael F. Quinn, Chairman and Members of the Planning Board  
August 31, 2015  
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Drawing A-200, Elevations of the Lot 1 house, dated 07/02/2015, prepared by Crozier-Gedney Architects, P.C. which will be screened from West Street due to existing landscaping and topography.

In addition, we have submitted to you and Department of Public Works (DPW) the updated Stormwater Pollution Prevention Plan report dated July 10, 2015. The Stormwater Pollution Prevention Plan (SWPPP) report has been updated to reflect the actual house footprints designed by Crozier-Gedney Architects, P.C. which resulted in de minimus changes to the SWPPP previously approved.

The Preliminary Subdivision Approval Resolution granted by the Planning Board and adopted on August 19, 2014 contained twenty-two conditions. The following describes and responds to those conditions. The numbering below follows the numbering of the conditions in the Resolution.

1. The final Roadway Maintenance Agreement has been submitted to the law department and DPW and another copy is enclosed herewith.
2. As well as Final Subdivision Plat, we have submitted for site plan approval for the residences on each of the three lots in conformance with the municipal code and SEQR findings by the Planning Board.
3. The final Preservation Agreement has been submitted to the law department and another copy is enclosed herewith. The Site Plans referenced above (see drawing S-1) and the map attached to the Agreement depict the area of the Buffer Preservation and Lot Preservation Areas.
4. The final Storm Water Control Facility Maintenance Agreement / Easement Agreement has been submitted to the law department and DPW and another copy is enclosed herewith.
5. With respect to the utilities at 7 Collyer Place, the easement agreement in connection with same has been submitted to the law department and DPW and another copy is enclosed herewith.
6. The Construction Management Protocol has been provided on drawing DE-3.
7. If blasting is required, a Blasting Permit shall be obtained from the Departments of Public Safety and Building.



8. The proposed street lighting is shown on drawing DE-5 and has been designed so as to prevent glare to adjacent properties and lighting of the night sky.
9. All utility lines are underground. See note 5 on drawing S-2, Subdivision Site Grading and Utilities Plan.
10. Drawing DE-4 (Detail 4) states that "All catch basins shall include a plaque that states: "DUMP NO WASTE - DRAINS TO WATERCOURSE" or language that is acceptable to the City of White Plains Department of Public Works".
11. Drawing S-1 states that "Existing stone wall along property boundary is not to be impacted by construction and is to be preserved following the subdivision of the property." The note points to the existing stone wall along the southern and western boundary of the property.
12. Extra tree protection is provided around existing trees #85, #86, #139 and #140 which are to be protected. See drawing S-3.
13. All of the street trees are native species which include Sugar Maple, Red Maple and Hackberry.
14. The existing retaining wall between the Flagler lot and 17 Collyer Place is constructed of mortared stone and has a chain link fence built on top of it. Follow our meeting with Luis Saiz of the Building Department on 7/16/2015 at said property, Drawing S-1 has been updated to state that "Existing retaining wall shall be repaired or replaced following installation of utilities (storm, sanitary sewer & water) on 17 Collyer Place", and the chain link fence will be removed, and it was also determined that the existing railroad tie retaining wall on the Flagler lot shall be removed and the ground graded.
15. The stormwater configurations depicted on the Site Plans, as approved in the SWPPP, do coincide with the depictions on the Plat.
16. The words "Construction Plans" have been removed accordingly.
17. The Site Plans (see drawing S-1 and S-2) depict a 15-foot wide private easement for the proposed 18" storm drainage pipe to convey runoff flows from the subject property to the existing storm drainage system in Collyer Place. A 30-foot wide municipal easement for the sanitary sewer and water main is located adjacent to the above-noted 15-foot wide private easement.



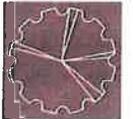
18. The location of the proposed monuments from the project surveyor may be referenced on the Plat. The monuments are proposed to be located on the property lines, not offset from them.
19. Note 11 on the Plat has been added which states that “All municipal easement locations are approximate and subject to the final approval of the Commissioner of Public Works.”
20. The water line for Lot 3 has been relocated as requested (see drawing S-2).
21. In that the proposed subdivision road is private, the private collection vehicles that remove the trash and recyclables from The Windward School will also pick up the trash and recyclables from the subject property. It is not anticipated that City of White Plains collection vehicles would access the property. However, the location of the 16-foot by 10-foot concrete pad, near the end of the cul-de-sac, would permit full access of such City trucks.
22. We understand construction plans may be reviewed by the Department of Public Works.

In addition, kindly note the following items with respect to additional comments discussed with respect to the project:

Alternatives to Salt/Deicing Chemicals:

We have confirmed that White Plains, like other municipalities, use rock salt (NaCl) to melt snow and ice from road pavement in order to provide a safe surface for drivers. The reasons that rock salt is used on roads are many including its availability, effectiveness, and ease of application. The alternatives to rock salt have problems and risk. Alternative chemicals include potassium chloride, magnesium chloride, and calcium chloride. However, these chemicals are also corrosive (i.e. they can impact unprotected steel and cause rust) and can impact water resources by increasing the salinity of the water, which is then diluted by precipitation and infiltration.

Sand if used solely as a deicer does provide only limited traction for vehicles on snow and ice covered road surfaces; it is not as effective as rock salt and its chemical alternatives, since it does not melt ice and snow, leaving the pavement bare. In addition, sand can impact infrastructure (by settling in catch basins and pipes), water resources by resulting in sedimentation and covering plants when runoff washes it into wetlands and watercourses, and requires at least an annual sweeping. Typically, sand is not applied by itself because of its limited effectiveness, but is combined with rock salt to about 5% by volume.



Applications of chemical deicers may be minimized or reduced by exercising great care to exactly measure the amount to apply based on weather conditions, and by the training of operators of equipment. In this way, just the right amount of deicer is applied for public safety.

17 Collyer Place Comments:

With regard to the Silver Maple tree identified by Mr. Veron as being 7 feet from the property line, it is not expected that the construction of the utilities on the Flagler lot will have any impact on the tree. The utilities are installed in trenches that are typically 2.5' to 3' in width; the entire width of the easement is not excavated. Second, the nearest proposed utility to the Silver Maple, the proposed 18" diameter storm sewer, is to be located about 18 feet from the tree (i.e. nearly 11 feet from the property line). Like most maples, Silver Maple is a shallow rooted plant. Its roots, therefore, prefer to be close to the ground surface for water, air and nutrients. The presence of exposed bedrock between the tree and the wall suggests that its roots would likely not extend into the Veron property. It is also unlikely that the roots of the tree would grow under the existing wall that separates the two lots since the roots would be well below grade.

The drawings have been updated using the survey of the 17 Collyer Place property that Mr. Veron has supplied. Other houses on adjacent lots are shown using information from the New York State Orthos Online web site (<http://www.orthos.dhSES.ny.gov/>).

As requested by Mr. Veron, the plans do show a row of twenty-seven (27) arborvitae (*Thuja occidentalis* 'Emerald Green') being planted adjacent to the existing stone retaining wall in order to screen the adjacent lot. At the time of planting, the shrubs will be 4' to 5' in height, planted at 5 feet on center. When mature, plants may reach 15 feet in height and 5 feet in width. It is expected that the row of arborvitae will form a dense screen.

Stormwater runoff from the Flagler lot is proposed to be directed into a catch basin which would be installed with the proposed 18" storm pipe in the proposed 15-foot wide easement. The erosion and sediment control plans have also been amended to show: (i) installation of silt fencing during installation of the proposed utilities on the Flagler lot, (ii) installation of drain inlet protection at the proposed catch basin on the Flagler lot, and (iii) a note stating that "all disturbed surfaces from the construction of proposed utilities shall be stabilized with a minimum of 6" topsoil, seeded with turfgrass and mulched".

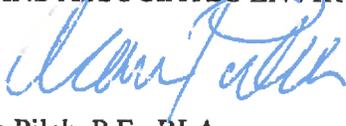
We trust that the enclosed submission addresses all of the items needed for this Honorable Planning Board to approve the Final Subdivision Plat and site plan of the 3 homes on the 3 lots on the 6 acre property. We look forward to discussing this matter at your next meeting. If you have any questions, please feel free to call us.



Honorable Michael F. Quinn, Chairman and Members of the Planning Board  
August 31, 2015  
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Sincerely yours,

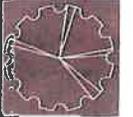
EVANS ASSOCIATES ENVIRONMENTAL CONSULTING



Alan Pilch, P.E., RLA  
Senior Design Associate

cc: Commissioner of Public Works/Gregory McCann  
Leslie Snyder, Esq.  
Michael Sheridan, Esq.  
Dr. Jay Russell  
Arthur Gutekunst, Esq., Department of Law

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## ROAD MAINTENANCE AGREEMENT

**THIS ROAD MAINTENANCE AGREEMENT** (“Agreement”) is made as of the \_\_\_ day of \_\_\_, 2015, by The Windward School, 40 West Red Oak Lane, White Plains, NY (“Owner”), in connection with the subdivision of the property known as 221-227 West Street, White Plains, New York (“Property”) into three separate lots as shown on the final subdivision plat, entitled Subdivision Map of 221-227 West Street, dated May 4, 2015 (“Plat”) to be recorded simultaneously herewith.

Whereas, this Agreement shall bind and benefit the Owner and any future owners of the Property or any portion thereof, as the Property is to be subdivided pursuant to the Plat into three separate lots (hereinafter such lots shall be collectively referred to as the “Lots” and the Owner and any of the future owners of the Property shall be collectively referred to as “Owners”).

Whereas, in connection with the City of White Plains Planning Board granting subdivision approval for the Lots with access to West Street via a private road, together with the right of way adjacent thereto (collectively the “Road”) as shown on the Plat, the Owner has agreed that the maintenance of such Road shall be in accordance with this Agreement;

### WITNESSETH :

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby agrees as follows:

1. Easements: The Road shall be subject to:
  - a. a perpetual nonexclusive easement for ingress and egress granting access to all Owners, heirs, representatives, successors, assigns, tenants, licensees and invitees of the Property;
  - b. a perpetual nonexclusive easement for the purpose of permitting above and below ground public utilities to be installed and maintained; and
  - c. a perpetual nonexclusive easement granting the Maintenance Representative, as defined herein, and any of the Maintenance Representative’s agents, employees and contractors, access to the Road and areas immediately surrounding the Road for the purpose of examining, maintaining, repairing, replacing and/or repaving all or any portion of the Road.
2. Use of the Road. Each of the Owners and their heirs, representatives, successors, assigns, tenants, licensees and invitees shall have use of the Road without any interference resulting from actions of any of the other benefiting Owners and their heirs, representatives, successors, assigns, tenants, licensees and invitees.
3. Maintenance Representative. The owner of Lot 3, as shown on the Plat, shall be the “Maintenance Representative” and shall oversee all maintenance of the Road and the storm

water control measures (“Stormwater Measures”), as set forth in that certain Storm Water Control Facility Maintenance Agreement (“Maintenance Agreement”), to be executed by the Owner and the City of White Plains unless another lot owner agrees to take over such responsibility and the remaining lot owners do not object to same within 30 days of such notice. It is understood that all costs associated with the Stormwater Measures as set forth in the Maintenance Agreement shall be allocated among the Owners in accordance with paragraphs 3 through 12 herein to the extent applicable. In the event the owner of Lot 3 fails to perform its obligations, the owner of the other Lots shall notify the owner of Lot 3 and may elect another Maintenance Representative in the event that the owner of Lot 3 fails to perform within thirty (30) days after such notice.

4. Maintenance.

- a. Timing of Maintenance. Maintenance will be undertaken whenever deemed reasonably necessary by the Maintenance Representative to maintain the Road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. Notwithstanding anything stated herein, any maintenance in connection with the individual driveways for the Lots leading to the Road, including but not limited to snow removal from such driveways, or any remaining portion of the Lots, shall be the responsibility of the individual Owners.
- b. Types of Maintenance. The Maintenance Representative shall arrange, on behalf of all of the Owners, all maintenance for the Road, including, but not limited to the following with respect to the Road:
  - i. snow removal;
  - ii. repair and patching of pavement and curbs;
  - iii. removing debris;
  - iv. maintaining and/or replacing of road lighting, road striping, road signage, and the concrete pad for trash and recyclables;
  - v. maintenance of the storm drains associated with the Road;
  - vi. repairing or replacing drains and/or other stormwater drainage equipment associated with the Road;
  - vii. repairing or replacing any pipes and culverts that run under the Road;
  - viii. maintenance of any plantings and stone walls therein.

5. Maintenance Costs. All costs associated with Maintenance (“Maintenance Costs”) shall be equally divided and apportioned for each of the Lots as follows:

- a. Timing of Billing. The Maintenance Costs shall be billed to the Owners by the Maintenance Representative upon receipt of any contract or invoice associated with the maintenance.
- b. Timing of Payment. Each of the Owners shall submit its share of the Maintenance Costs within 15 days of receipt of a copy of any such invoice, unless a shorter time period is specifically noted (“Payment Deadline”). None of the Owners may be exempt from liability for payment of any Maintenance Costs, even if one of the Owners does not use the Road or abandons their Lot. Dissatisfaction with the

quantity or quality of the maintenance shall not be grounds for any of the Owners withholding or failing to pay all or any portion of the Maintenance Costs. In the event of a foreclosure sale, the owner of the foreclosed lot shall remain liable for the payment of the Maintenance Costs which accrue prior to such sale.

c. Failure to Pay in a Timely Manner.

- i. Lien. Except to the extent prohibited by Law, the Maintenance Representative shall have a lien on each Lot for Maintenance Costs not paid by the Payment Deadline, pursuant to Section 5.b above. All liens provided for in this Agreement, to the extent permitted by applicable Law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Lot.
- ii. Late Charges. In the event one of the Owners fails to pay any Maintenance Costs by the Payment Deadline, such Owner shall be obligated to pay a "late charge" equal to the greater of One Hundred Dollars (\$100.00) or one percent (1%) of such amount which remains unpaid (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the Payment Deadline, thereof, together with all expenses, including, without limitation, attorneys' fees incurred by the Maintenance Representative in any proceeding to collect the unpaid Maintenance Costs or in any action to foreclose the lien on such Lot arising from the unpaid Maintenance Costs.
- iii. Foreclosure of Liens for Unpaid Maintenance Costs. In any action brought by the Maintenance Representative to foreclose on a Lot because of unpaid Maintenance Costs, the Maintenance Representative shall have the power to purchase the Lot at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise dispose of the Lot. A suit to recover a money judgment for unpaid Maintenance Costs shall be maintainable without foreclosing or waiving the lien securing such costs. In the event the net proceeds received on such foreclosure sale (after deducting of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Owner's obligations, such Owner shall remain liable for the deficit.

6. Contracts for Maintenance.

- a. Contracts under \$2,500. The Maintenance Representative may sign any contract for maintenance on behalf of all of the Owners, if such contract is for less than \$2,500.
- b. Contracts for \$2,500 or More. In connection with any contract for maintenance that is for \$2,500 or more, all of the Owners must sign. If there are less than three competing bids for any maintenance contract equal to or in excess of \$2,500, any

of the Owners can request an additional competing bid for such maintenance work, for up to a total of three bids, prior to signing any contract.

- c. Contracts for Emergency Work. Notwithstanding the above, work that constitutes an emergency ("Emergency Work") shall be determined solely by the Maintenance Representative and any contracts for Emergency Work need only be signed by the Maintenance Representative, regardless of the costs, and competing bids need not be obtained.
7. Enforcement of this Agreement. Any of the Owners shall have the right to commence an action in law or equity against any of the Owners who may be in violation of this Agreement. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if such party prevails.
8. Disputes. All disputes shall be resolved by a simple majority vote of the Owners, each of the Lots being entitled to one vote. If a dispute arises over any aspect of the maintenance that cannot be resolved by such a vote, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each of the Lots shall be entitled to one vote, and the nominee that receives the majority of the votes shall be the arbitrator. All of the Owners shall share the cost of any arbitration equally.
9. Liability. Any liability regarding the Road, including, without limitation, the maintenance herein, for personal injury to any agent, contractor or worker employed to provide maintenance under this Agreement, as well as any liability of the Owners for damage to property or bodily injury as a result of or arising out of this Agreement shall be equally divided among the Lots. Each of the Owners shall be responsible for and maintain their own insurance.
10. Effective Term. The conditions, terms and covenants contained in this Agreement shall run with the land and shall be deemed to be for the benefit of the land and each of the Owners. Notwithstanding, this Agreement with respect to the Road, shall only remain in effect as long as the Road remains private.
11. Binding Effect. The conditions, terms and covenants contained in this Agreement shall be binding on the undersigned as the Owner of the Property and their respective heirs, executors, administrators, successors, assigns, tenants, licensees, invitees and users of the Lots. This Agreement shall be referenced in all initial deeds from The Windward School to a non-related party with respect to the Property or portion thereof and, in the event that this Agreement is not referenced in any initial deed to the Property, this Agreement shall remain enforceable against The Windward School.
12. Miscellaneous:
  - a. Accounting. Upon request, on the anniversary date of this Agreement, the

Maintenance Representative shall provide an accounting of all costs in connection with the maintenance for that year, together with a copy of the prior year's accounting to each of the Owners for review.

- b. Notices. Each of the Owners under this Agreement shall be notified by certified mail, overnight mail or in person. If an address of one or more of the Owners of the Lots is not known, a notice may be sent by certified mail or overnight mail to the same address that the property tax bill was sent for such lot, as indicated on the most recent City of White Plains Final Tax Roll available on the City of White Plains website on the date of the mailing of the notice.
- c. Invalidity. This Agreement shall be governed by the laws of the State of New York. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each remaining terms and conditions shall be valid and enforceable to the extent permitted by law.
- d. Amendment. This Agreement may be amended only by majority consent of the Owners and any such amendment shall be in writing.
- e. Recordation. This Agreement shall be recorded with the Clerk of the County of Westchester against each of the Lots. It is intended that the obligation hereby created shall be and constitute a covenant running with the Property.

IN WITNESS WHEREOF, this Agreement is dated as of the date hereof.

THE WINDWARD SCHOOL

By: \_\_\_\_\_

Authorized Signatory

STATE OF NEW YORK )

: ss. :

COUNTY OF WESTCHESTER )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned personally appeared \_\_\_\_\_, 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 acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity, **THE WINDWARD SCHOOL**, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of \_\_\_\_\_, County of Westchester, State of New York.

Signature and Office of Individual  
Taking Acknowledgment

## **221-227 WEST STREET SUBDIVISION PRESERVATION AGREEMENT**

**THIS PRESERVATION AGREEMENT** (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_, 2015, by The Windward School, 40 West Red Oak Lane, White Plains, NY (“Owner”), on behalf of the Owner of the property, in connection with the subdivision of the property known as 221-227 West Street, White Plains, New York (“Property”) into three separate, single family residential lots as shown on the final subdivision plat, entitled Subdivision Map of 221-227 West Street (“Plat”), prepared by Aristotle Bournazos P.C., last revised May 4, 2015, to be recorded simultaneously herewith.

WHEREAS, in connection with the City of White Plains Planning Board granting subdivision approval for the lots shown on the plans entitled “S-1 Subdivision Layout Plan,” and the “221-227 West Street Subdivision Map,” the Owner has agreed to protect and preserve in a vegetated, natural state that certain area of the Property shown as the shaded area on the plan attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the “Preservation Area”). The Preservation Area is divided on the Plat into two types, referred to as “Buffer Preservation Area” which is legally described on Exhibit B, attached hereto and made a part hereof, and “Lot Preservation Area” which is legally described on Exhibit C, attached hereto and made a part hereof, and therefore may be referred to collectively as “Preservation Area” or individually as “Buffer Preservation Area” and “Lot Preservation Area,” as applicable.

WHEREAS, the purpose of this Agreement with respect to the lands identified above is to provide for:

- i. the preservation of open space;
- ii. the protection of important habitat for wildlife and plants; and
- iii. passive outdoor recreational use and enjoyment by the owners of the Property.

WHEREAS, this Agreement shall bind and benefit the Owner and any future owners of the Property or any portion thereof, as the Property is to be subdivided pursuant to the Plat into three separate lots (hereinafter such lots shall be collectively referred to as the “Lots” and the Owner and any of the future owners of the Property shall be collectively referred to as “Owners”).

### WITNESSETH:

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and adequacy of which is hereby acknowledged, the Owner hereby agrees as follows:

#### 1. Prohibited Activities

Unless required as a public health and safety measure as determined by the City of White Plains, the following activities and uses are expressly prohibited in, to, on, over, through, under or with respect to the Preservation Area:

- a) Construction of any buildings or structures (except utilities, infrastructure or other improvements approved by the City).
- b) Construction of any roads, driveways, sidewalks, or any other paved surface.
- c) Alteration or grading of natural features and contours, alteration of drainage conditions or diversion of any flow of a watercourse, water body, marsh or swamp.
- d) Construction of docks, dams, or other water control devices, pilings or bridges.

- e) Cutting any healthy trees or native plant material.
- f) Removal of any dead wood or plant material (standing or fallen) that is not obstructing a watercourse or posing a safety hazard.
- g) Depositing or introducing organic or inorganic chemicals, including without limitation any fertilizer, pesticide, herbicide or fungicide.
- h) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any other type of motorized vehicles.
- i) Placing or depositing materials or chemical wastes, or introducing influents of sufficiently high thermal or chemical content as to cause deleterious ecological effect in the Preservation Area.
- j) Any form of draining, dredging, dewatering, excavation or removal of material, either directly or indirectly.
- k) Any form of dumping, filling or depositing of material, either directly or indirectly.
- l) Introduction of any form of pollution, including but not limited to the discharge of sewage treatment effluent or other liquid wastes into or so as to drain into the Preservation Area.

## 2. Permitted Activities

In the Lot Preservation Area: The Owners shall have the right to do any activity, or allow any use, permitted under applicable law, rule or regulation, with the exclusion of those prohibited activities and uses listed in Section 1, above.

In the Buffer Preservation Area: The Owners shall have the right to only the following activities and uses:

- a) The right to hike and observe nature.
- b) The right to have walking trails or sitting areas as long as no impervious surface or fill is required for same.
- c) The right to maintain and restore any existing structure, wall, or fence on the Property in the event of damage or destruction.

## 3. Maintenance Responsibility

The Lot Owners shall be responsible for maintaining, and liable for costs associated with the maintenance of, the Lot Preservation Areas on their individual lots. The Lot Owners shall be jointly liable for maintenance and costs of maintenance of the Buffer Preservation Area.

## 4. Enforcement

The City and its successors and assigns shall have the right to enforce these provisions by proceedings at law or in equity, including but not limited to the right to require the restoration of the Preservation Area in the event of any destruction thereto and the City hereby is granted the right to enter the Preservation Area for the purposes of monitoring and enforcing these terms, upon reasonable notice, unless the City determines that immediate entry is required. Any costs incurred by the City in enforcing these provisions plus an administrative fee of 20% shall be allocated equally among each of the three Lot Owners with respect to any costs associated with the Buffer Preservation Area and against the applicable Lot Owner for any costs associated with a Lot Preservation Area, and all such amounts shall be paid by the Owners within thirty (30) days after receipt of an invoice therefor, and, in the event such costs are not

paid within such period, the City shall have the right to assess such costs as a lien against the Property.

To enable the City to properly enforce the provisions of this Agreement, the Owner agrees to bestow upon the City the following rights:

- a) The right to enter upon the Property at reasonable times in order to monitor compliance and otherwise enforce the terms of this agreement. The City shall provide the Owner or Owner's successors, reasonable notice of such entry unless the City determines that immediate entry is required to prevent, terminate, or mitigate violation of this easement.
- b) The right to prevent any activity on, incursion into, or use of the property that is inconsistent with the purposes of this agreement, and to require the restoration of such areas or features of the property that are damaged by any inconsistent activity or use pursuant to the remedies set forth in Section 4 herein and the Owners shall be given the opportunity to promptly cure any such activity, use or damage and to restore such areas unless the City determines that the immediate cessation of such activity and/or the immediate restoration of such areas is required.

5. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Owners, all heirs, representatives, successors, assigns, tenants, and licensees of the Property and this Agreement shall be referenced in all initial deeds from The Windward School to a non-related party with respect to the Property or portion thereof and, in the event that this Agreement is not referenced in any initial deed to the Property, this Agreement shall remain enforceable against the Windward School.

6. Miscellaneous

This Agreement shall be governed by the laws of the State of New York.

7. Recordation

This Agreement shall be recorded in the Westchester County Clerk's office and attached to the Plat.

8. Severability

Invalidation of any provision of this Agreement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in full force and effect.

9. Amendment.

This Agreement may be amended only by majority consent of the Owners and any such amendment shall be in writing.

IN WITNESS WHEREOF, this Agreement is dated as of the date hereof.

THE WINDWARD SCHOOL

By: \_\_\_\_\_  
Authorized Signatory



## **Exhibit A**

### **Preservation Area Drawing**

**LEGEND**

- PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED ROAD OR DRIVEWAY
- PROPOSED RESIDENCE & DRIVEWAY
- WETLAND BOUNDARY LINE & FLAG NO.
- BUFFER PRESERVATION AREA
- LOT PRESERVATION AREA

TAX LOT 32

COLLYER PL.

STREET

WHITWOOD RD

WINDWARD AVE

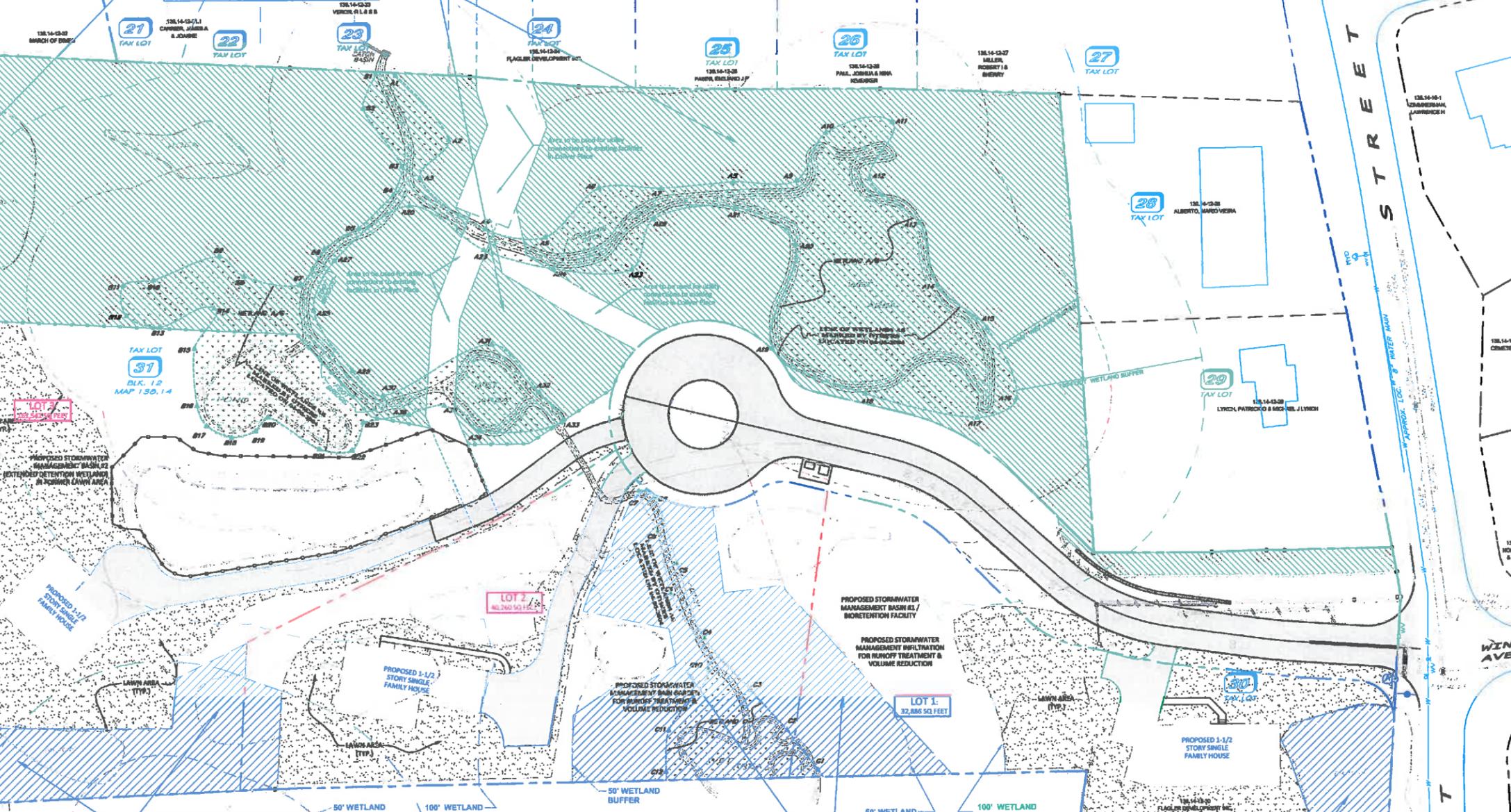
WEST

**BUFFER PRESERVATION AREA**  
(AREA = 2.247 ACRES)

**LOT PRESERVATION AREA**  
(AREA = 0.196 ACRES)

**LOT PRESERVATION AREA**  
(AREA = 0.378 ACRES)

**LOT PRESERVATION AREA**  
(AREA = 0.083 ACRES)



**APPLICANT:**  
THE WINDWARD SCHOOL  
40 West Rad Oak Lane  
White Plains, NY 10604  
Tel: (914) 948-8888 x1228

**CONSULTANTS:**

**PROJECT SURVEYOR:**  
ARISTOTLE BOURNAZOS, P.C.  
Land Surveyors - Planners  
20 Cedar Street  
New Rochelle, N.Y. 10801  
Tel: (914) 633-0100

**ISSUED:**  
Updated as per subdivision plans 08/17/2015

**OWNERSHIP AND LINE OF DOCUMENTS**  
UNAUTHORIZED ALTERATIONS AND ADDITIONS TO THIS DRAWING IS A VIOLATION OF SECTION 7202(a) OF THE NEW YORK STATE EDUCATION LAW.  
No part of these drawings shall be copied, duplicated or used in connection with any work or project other than for which they have been prepared without the express written consent of the licensed professional who prepared the document.



**PROJECT NAME:**  
221-227 West Street Subdivision  
West Street and Windward Avenue  
City of White Plains, New York

**ENGINEER & ENVIRONMENTAL CONSULTANT:**  
EVANS ASSOCIATES  
ENVIRONMENTAL CONSULTING, INC.  
205 Anshy Road  
Burlington, Connecticut 06934  
Tel: (203) 393-8190  
Email: evans.associates@evans-inc.com

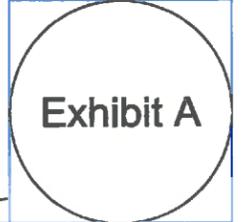
**Drawing Title:**  
Buffer and Lot Preservation Areas

**Date:** July 8, 2014

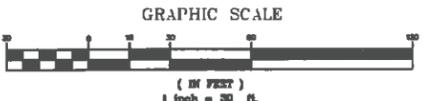
**Dwn. by:** alp

**ID:** 221-227 West\_C03-2014.5

**EAEC Proj. No.:** 1238



**City Engineer:**  
Alan L. Pilon  
205 Anshy Road  
Burlington, CT 06934  
P: 203-393-8190  
F: 203-393-8190  
E: evans.associates@evans-inc.com



STORM WATER CONTROL FACILITY

MAINTENANCE AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, among the **City of White Plains**, a municipal corporation, having its principal offices at 255 Main Street, White Plains, New York and **The Windward School**, having its principal office at 40 West Red Oak Lane, White Plains, New York.

WHEREAS, the **City of White Plains** ("City") and The Windward School ("the Facility Owners") want to enter into an agreement to provide for the long term maintenance and continuation of certain storm water control measures approved by the City for the development of 221-227 West Street (Section 138.14, Block 12, Lots 30 and 31 on the Tax Assessment Maps of the City of White Plains) ("the Subject Property"), (which plans were originally approved by resolution of the Planning Board on \_\_\_\_\_, 2015) depicted on the as-built survey entitled 221-227 West Street Subdivision and attached hereto as Exhibit "A" and

WHEREAS, as required by law, the City and the Facility Owners desire that the storm water control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Therefore, the City and the Facility Owners agree as follows:

1. This agreement binds the City and the Facility Owners, their

successors and assigns, to the maintenance provisions contained in the "Storm Water Pollution Prevention Plan" prepared for the Project by Alan L. Pilch, P.E., R.L.A., Evans Associates Environmental Consulting, Inc., 205 Amity Road, Bethany, Ct., which is referenced in Exhibit "B" of this agreement.

2. The Facility Owners shall maintain, clean, repair, replace and continue the storm water control measures depicted in Schedule A ("the Storm Water Control Measures") as necessary to ensure optimum performance of the measures to design specifications. The Storm Water Control Measures shall include, but shall not be limited to, the following:

A. Basin #1/ Bioretention facility (on Lots #1 and #2);

B. Infiltration Facilities (on Lot #1)

C. Rain Garden (on Lot #2);

D. Basin #2 (on Lot #3); and

E. Any drains located on the Subject Property and from the Subject Property to Collyer Place through the property known as 7 Collyer Place.

3. The Facility Owners shall be responsible for all expenses related to the maintenance of the Storm Water Control Measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owners shall provide for the periodic inspection of the Storm Water Control Measures, as required in the SWPPP to determine the condition and integrity of the Storm Water Control Measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the Storm Water control

measures. Beginning one year after the date of installation or within six months of the execution of this Agreement, the Owner shall submit annually on or about September 1st to the Commissioner of the Department of Public Works of the City copies of all such reports that all inspections required hereunder, any required maintenance and cleaning has been performed.

5. The Facility Owners shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Storm Water Control Measures except in accordance with written approval of the City.

6. The Facility Owners shall undertake any necessary repairs and replacement of the Storm Water Control Measures at the direction of the City or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owners shall provide to the City within 30 days of the date of this agreement, security for the maintenance and continuation of the Storm Water Control Measures by depositing with the City a check in the amount of \$4,500.00 to be held in an escrow account for said purpose. The amount of the security must be maintained and replenished as needed by the Facility Owners.

8. This agreement shall be recorded in the Office of the County Clerk, County of Westchester.

9. The Facility Owners hereby grant the City an easement to enter upon their portion of the Subject Property at any reasonable time or times following reasonable notice for the purpose of periodic inspection of the Storm Water Control Measures by the City to ensure that the Storm Water Control Measures are maintained in proper working condition to meet design standards required by law provided, however, that in the event of an emergency, the City shall have the right to enter upon the Subject Property at all times without any prior notice to the Facility Owners. The City will,

upon the completion of any such work, expeditiously replace and restore the ground surface to as near to the same condition as existed before the undertaking of such work.

10. If ever the City determines that the Facility Owners have failed to construct or maintain the Storm Water Control Measures in accordance with the project plan or have failed to undertake corrective action specified by the City or by the inspecting engineer, within a reasonable time (at least 30 days) as specified by written notice from the City or immediately in the event of an emergency (including an emergency which arises within the time allowed by the City in their written notice, as a result of the failure of the facility owners to have completed the necessary corrective action), the City is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the Storm Water Control Measures and the cost of any work performed plus an administrative fee of 20% shall be allocated equally among the Facility Owners and may be paid from the security provided for in paragraph 7 hereof, in which event the security must be replaced within 30 days from written notice to the Facility Owners from the City. If such cost (including the 20% administrative fee) is in excess of the amount of the security such excess amount shall also be payable within 30 days after such written notice from the City to the Facility Owners. If the security is not replenished and/or the costs (including the 20% administrative fee) in excess of the security are not paid, and such sum remains unpaid for a period in excess of thirty (30) days, such sum shall become a lien on said lot or lots and shall be enforceable as a tax lien in the manner provided as follows. The City may, pursuant to the procedures stated in Section 158 of the Charter of the City of White Plains or pursuant to any other statute, law or ordinance, create

a lien on such lot or lots in the amount which such facility owner did not pay either for the cost of the expenses incurred by the City or the failure to replenish the security. The Commissioner of Finance of the City may send the list of unpaid charges to the Common Council of the City any time after thirty (30) days have elapsed from a written demand for payment from the City. In such an instance, the Commissioner of Finance of the City shall not be required to wait until the January following the date the payment was due to the escrow account.

11. This agreement is effective immediately.

**The City of White Plains**

By \_\_\_\_\_

\_\_\_\_\_  
**Commissioner  
Department of Public Works**

**The Windward School**

By \_\_\_\_\_

**Authorized Signatory**



**Exhibit A**

**As Built Survey [to be provided once built]**

**Exhibit B**

[That certain SWPPP last dated July 10, 2015]

Collyer – 30'  
Sewer/Water

### UTILITY EASEMENT AGREEMENT

This utility easement agreement (“Agreement”) is between Flagler Development Inc., 5 North Avenue, Larchmont, NY (hereinafter referred to as the “Grantor”) and The City of White Plains, a municipal corporation organized and existing under the laws of the State of New York and having its principal office at 255 Main Street in the City of White Plains, County of Westchester and State of New York (hereinafter referred to as the “Grantee”), who agree as follows:

1. The Grantor, as owner of the property known as 7 Collyer Place, White Plains, NY, does hereby grant and release unto said Grantee, its successors and assigns, a perpetual “blanket” thirty (30) foot wide utility easement for water and sewer (the “Easement”) to enter upon and over certain lands of the Grantor as more particularly described in Schedule A annexed hereto and made a part hereof (the “Easement Area”), such lands being a part of 7 Collyer Place, in the City of White Plains, New York, as shown and designated on a final subdivision plat entitled “Subdivision Map of 221-227 West Street,” filed in the Office of the Westchester County Clerk, Division of Land Records on \_\_\_\_\_, 2015 as Map No. \_\_\_\_\_. This Easement shall be for the following purposes: (i) To lay, construct, maintain, operate, and from time to time, repair and replace underground public water pipes, sewer mains and related appurtenances (collectively, “Public Utilities”) excluding those utilities which are the responsibility of the private property owners as shown on the approved construction plans and the Subdivision Map of 221-227 West Street; and (ii) To have and to hold the rights, privileges and authority hereby granted to the Grantee, its successors and assigns forever.

2. Legal title to the Public Utilities shall be and shall remain in the name of the Grantee, and the Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same, the right at any reasonable time or times following reasonable notice to enter upon said Easement Area at such point or points as the Grantee may deem expedient or necessary for the purpose of construction, inspection, maintenance, replacement and repair and the Grantee will, upon the completion of any such work, expeditiously replace

and restore the ground surface to as near to the same condition as existed before the undertaking of such work; provided, however, that in the event of an emergency, Grantee shall have the right to enter upon the Easement Area at all times without any prior notice to Grantor.

3. Grantee shall hereby indemnify and agrees to hold harmless the Grantor, its successors and assigns from and against any and all claims of its personnel and any other persons and parties and any and all damage to property of the Grantor caused by or through the Grantee's conduct and/or the activity of its agents, or contractors, but not by any intervening negligence of the Grantor, its representatives or agents which arises as a result of any work performed upon such Public Utilities by Grantee, its agents or contractors

4. Grantee shall have full and exclusive control and use of each and every part of said Public Utilities, while Grantor shall have only such right with the prior written consent of Grantee.

5. Grantor shall not erect any permanent building or improvement, change grade or perform any work on the Easement Area which will interfere with the Grantee in enjoying the intended purposes of this Easement or which will cause damage to or otherwise adversely affect any of said Public Utilities. Grantor shall file an extra copy of any application to the City of White Plains, the County of Westchester or the State of New York regarding any permit sought for work anywhere on the Grantor's property of the nature described in the first sentence of this paragraph with the Commissioner of Public Works of the City of White Plains at the same time that the application is filed with said other municipal body, department or board so that said Commissioner can determine whether the proposed work will cause damage to or otherwise adversely affect any of said Public Utilities. Any such damage or adverse effect shall be a grounds for denying or conditionally approving any such application. In the event that the Grantee finds it necessary to remove landscaping, trees or shrubs in conjunction with the maintenance or repair of said Public Utilities, the Grantor shall be fully responsible for the replacement of said landscaping.

6. In this Agreement, unless the context otherwise requires, words of the masculine gender shall mean and include correlative words of the feminine and neuter genders:

words importing the singular number shall mean and include the plural number and vice versa; and words importing persons shall include firms, associations, partnerships (including limited partnerships), trust, corporations, and other legal entities, including public bodies, as well as natural persons.

7. This Agreement shall be binding on the parties, their distributes, heirs, legal representatives, successors and assigns, in accordance with applicable laws of The State of New York.

Grantee  
The City of White Plains

Grantor  
Flagler Development Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

State of New York }  
County of Westchester }ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York }  
County of Westchester }ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## **Schedule A**

### **Legal Description**

DESCRIPTION  
30' Utility Easement

ALL that certain plot, piece or parcel of land situate, lying and being in the City of White Plains, County of Westchester, and State of New York being known and designated as a portion of Lot 16 as shown on a certain Map entitled "Map of Orchard Park...", filed in the Westchester County Clerk's Office, Division of Land Records on May 13, 1913 in Vol. 38 of Maps at Page 41, together with a portion of Lot 3 as shown on a certain Map entitled "Subdivision Map of 221-227 West Street..." prepared by Aristotle Bournazos, P.C. last revised May 4, 2015, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Collyer Place distant 373.55 feet westerly, as measured along same, from the westerly side of West Street;

RUNNING THENCE through Lot 16 as shown on first mentioned Map, and continuing through Lot 3 as shown on second mentioned Map, S 12 degrees – 04 minutes – 00 seconds E, 175.70 feet to a point;

RUNNING THENCE still through Lot 3 as shown on second mentioned Map the following courses and distances:

S 36 degrees – 51 minutes – 54 seconds E, 19.61 feet to a point,  
S 09 degrees – 07 minutes – 16 seconds W, 56.64 feet to a point,  
N 80 degrees – 52 minutes – 44 seconds W, 30.00 feet to a point,  
N 09 degrees – 07 minutes – 16 seconds E, 43.91 feet to a point,  
and N 36 degrees – 51 minutes – 54 seconds W, 13.48 feet to a point;

RUNNING THENCE still through Lot 3 as shown on second mentioned Map, and continuing through Lot 16 as shown on first mentioned Map, N 12 degrees – 04 minutes – 00 seconds W, 182.30 feet a point on the southerly side of Collyer Place;

RUNNING THENCE along said southerly side of Collyer Place, N 77 degrees – 56 minutes – 00 seconds E, 30.00 feet to the point or place of beginning.

Aug. 11, 2015

15' Wide - Collyer

### **UTILITY EASEMENT AGREEMENT**

This utility easement agreement (“Agreement”) is between Flagler Development Inc., 5 North Avenue, Larchmont, NY (hereinafter refer red to as the “Grantor”) and The Windward School, 40 West Red Oak Lane, White Plains, NY (hereinafter referred to as the “Grantee”), who agree as follows:

1. The Grantor, as owner of the property known as 7 Collyer Place, White Plains, NY, does hereby grant and release unto said Grantee, its successors and assigns, a perpetual “blanket” fifteen (15) foot wide utility easement for storm water drainage (the “Easement”) to enter upon and over certain lands of the Grantor as more particularly described in Schedule A annexed hereto and made a part hereof (the “Easement Area”), such lands being a part of 7 Collyer Place, in the City of White Plains, New York, as shown and designated on a final subdivision plat entitled “Subdivision Map of 221-227 West Street,” filed in the Office of the Westchester County Clerk, Division of Land Records on \_\_\_\_\_, 2015 as Map No. \_\_\_\_\_. This Easement shall be for the following purposes: (i) To lay, construct, maintain, operate, and from time to time, repair and replace underground storm water sewer pipes and related appurtenances (collectively, “Storm Water Drainage System”) excluding those which are the responsibility of the owner of 7 Collyer Place; and (ii) To have and to hold the rights, privileges and authority hereby granted to the Grantee, its successors and assigns forever.

2. Legal title to the Storm Water Drainage System shall be and shall remain in the name of the Grantee, and the Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same, the right at any reasonable time or times following reasonable notice to enter upon said Easement Area at such point or points as the Grantee may deem expedient or necessary for the purpose of construction, inspection, maintenance, replacement and repair and the Grantee will, upon the completion of any such work, expeditiously replace and restore the ground surface to as near to the same condition as existed before the undertaking of such work; provided, however, that in the event of an emergency, Grantee shall have the right to enter upon the Easement Area at all times without any prior notice to Grantor.

3. Grantee shall hereby indemnify and agrees to hold harmless the Grantor, its successors and assigns from and against any and all claims of its personnel and any other persons and parties and any and all damage to property of the Grantor caused by or through the Grantee's conduct and/or the activity of its agents, or contractors, but not by any intervening negligence of the Grantor, its representatives or agents which arises as a result of any work performed upon such Storm Water Drainage System by Grantee, its agents or contractors

4. Grantee shall have full and exclusive control and use of each and every part of said Storm Water Drainage System, while Grantor shall have only such right with the prior written consent of Grantee.

5. Grantor shall not erect any permanent building or improvement, change grade or perform any work on the Easement Area which will interfere with the Grantee in enjoying the intended purposes of this Easement or which will cause damage to or otherwise adversely affect any of said Storm Water Drainage System. Grantor shall file an extra copy of any application to the City of White Plains, the County of Westchester or the State of New York regarding any permit sought for work anywhere on the Grantor's property of the nature described in the first sentence of this paragraph with the Commissioner of Public Works of the City of White Plains at the same time that the application is filed with said other municipal body, department or board so that said Commissioner can determine whether the proposed work will cause damage to or otherwise adversely affect any of said Storm Water Drainage System. Any such damage or adverse effect shall be a grounds for denying or conditionally approving any such application. In the event that the Grantee finds it necessary to remove landscaping, trees or shrubs in conjunction with the maintenance or repair of said Storm Water Drainage System, the Grantor shall be fully responsible for the replacement of said landscaping.

6. In this Agreement, unless the context otherwise requires, words of the masculine gender shall mean and include correlative words of the feminine and neuter genders: words importing the singular number shall mean and include the plural number and vice versa; and words importing persons shall include firms, associations, partnerships (including limited partnerships), trust, corporations, and other legal entities, including public bodies, as well as natural persons.

7. This Agreement shall be binding on the parties, their distributives, heirs, legal representatives, successors and assigns, in accordance with applicable laws of The State of New York.

Grantee  
The Windward School

Grantor  
Flagler Development Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

State of New York }  
County of Westchester }ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York }  
County of Westchester }ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## **Schedule A**

### **Legal Description**

DESCRIPTION  
15' Storm Sewer Easement  
over No. 7 Collyer Pl.

ALL that certain plot, piece or parcel of land situate, lying and being in the City of White Plains, County of Westchester, and State of New York being known and designated as a portion of Lot 16 as shown on a certain Map entitled "Map of Orchard Park...", filed in the Westchester County Clerk's Office, Division of Land Records on May 13, 1913 in Vol. 38 of Maps at Page 41, and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Collyer Place where the same is intersected by the division line between Lot 16 and Lot 18, as shown on said Map, being distant 418.55 feet westerly, as measured along same, from the westerly side of West Street;

RUNNING THENCE along said southerly side of Collyer Place, N 77 degrees – 56 minutes E, 15.00 feet to a point;

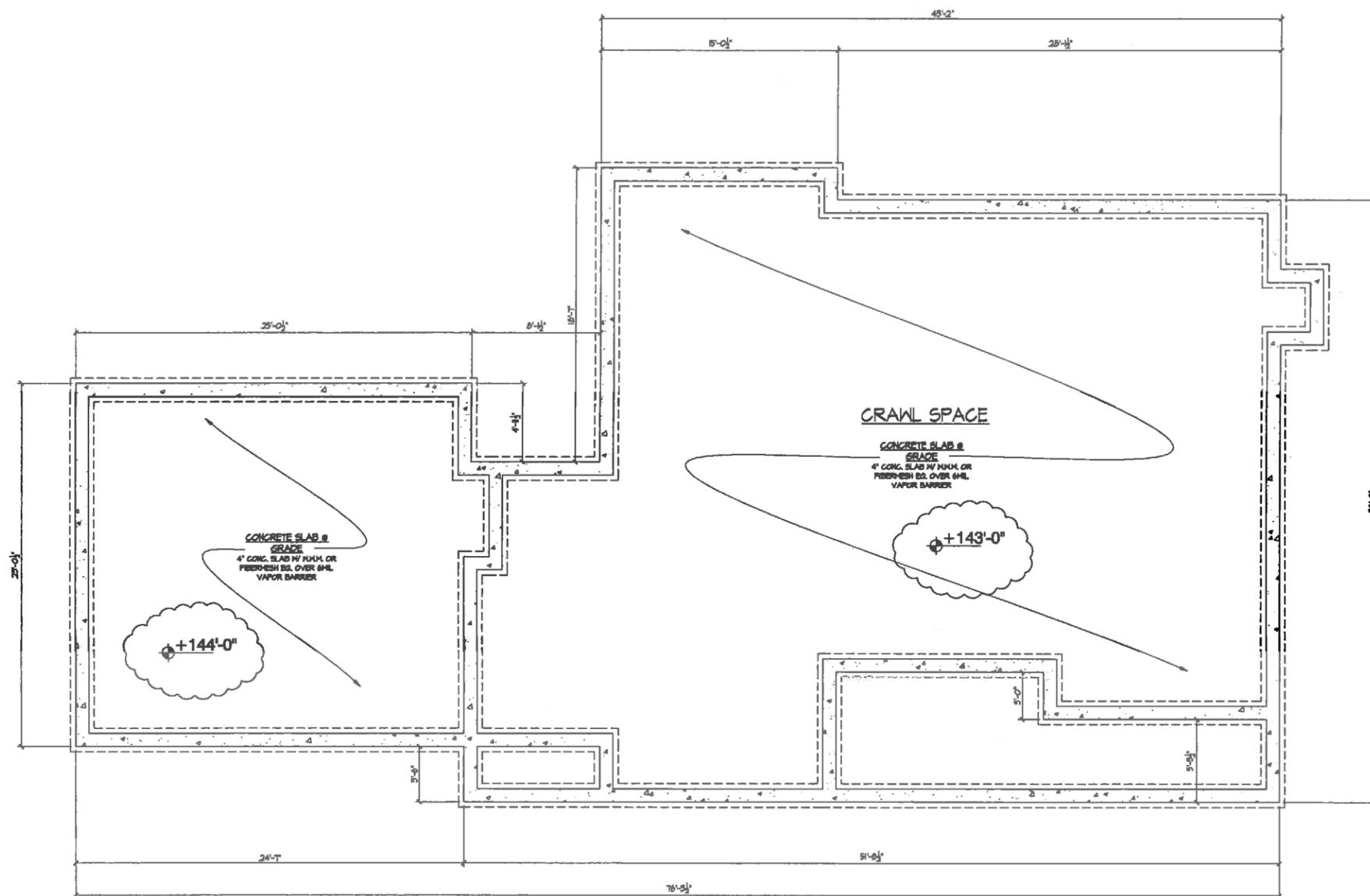
RUNNING THENCE through Lot 16, S 12 degrees – 04 minutes E, 165.67 feet to a point on the southerly line of Lot 16;

RUNNING THENCE along the southerly line of Lot 16 the following courses and distances:

S 83 degrees – 17 minutes – 40 seconds W, 3.53 feet to a point,  
And S 80 degrees – 55 minutes W, 11.50 feet to a point;

RUNNING THENCE along the division line between Lot 16 and Lot 18, N 12 degrees – 04 minutes W, 164.74 feet to the point or place of beginning.

Aug. 7, 2015



**1 FOUNDATION PLAN**  
1/4" = 1'-0"

DATE	REVISION #	REMARKS
12/15	1	PLANNING CORRECTION REVISIONS

PROJECT  
**221-227 WEST ST.  
SUBDIVISION  
LOT # 2**  
221-227 WEST STREET  
WHITE PLAINS, NY  
10605

DRAWING TITLE  
**FOUNDATION PLAN**

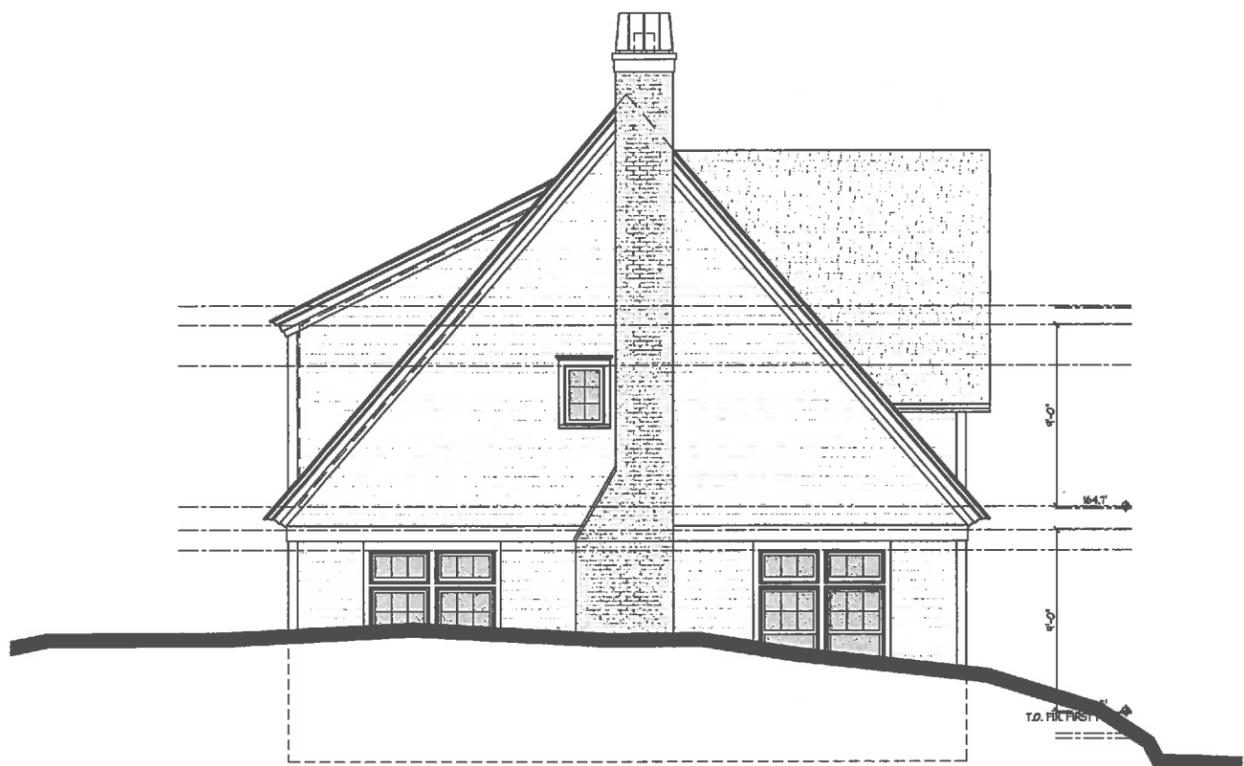
PROJECT ARCHITECT REX B. GEDNEY	PROJECT # 3016-2
SCALE AS NOTED	DATE 5/13/15
DRAWN ROBERT	CHECKED R.B.G.
SHEET NUMBER <b>A-100</b>	



1 FRONT ELEVATION  
 1/4" = 1'-0"



2 EAST ELEVATION  
 1/4" = 1'-0"



3 EAST ELEVATION (VIEWED FROM WEST STREET)  
 1/4" = 1'-0"

DATE	REVISION #	REMARKS
12/15	3	PLANNING COMMISSION REVISIONS

PROJECT  
 221-227 WEST ST.  
 SUBDIVISION  
 LOT #1  
 221-227 WEST  
 STREET  
 WHITE PLAINS, NY  
 10605

DRAWING TITLE  
**ELEVATIONS**

PROJECT ARCHITECT REX B. GEDNEY	PROJECT # 3598-1
SCALE AS NOTED	DATE 1/22/15
DRAWN BY ROBERT	CHECKED BY R.B.G.
CAD FILE	SHEET NUMBER <b>A-200</b>

**ANOTHER COPY OF  
THE FINAL PLAT**

**ARISTOTLE BOURNAZOS, P.C.**  
 LAND SURVEYORS - PLANNERS  
 20 CEDAR STREET  
 NEW ROCKELLE  
 NEW YORK 10861  
 (914) 432-0100



**Subdivision Map  
 of  
 221 - 227 West Street**

being drawn on  
 Tax Lots 31 & 32, Block 12, Map 138.14 as shown  
 on the Tax Maps of the City of White Plains,  
 Westchester County, New York.  
 Westchester County Sheet 56, Block 5245  
 Survey Completed March 2, 2015  
 Map Dated: April 7, 2014 as scale of one inch to 30 feet.  
 Revised May 2, 2014  
 Revised July 25, 2014  
 Revised Dec. 24, 2014  
 Proposed Items, dates and L.C.210s revised: May, 4, 2015

As the surveyor who made this plat, I do hereby certify that the Survey  
 of the property shown hereon is accurate and was completed on  
 March 2, 2015 and the Plat is accurate and was completed on Apr. 7, 2014.

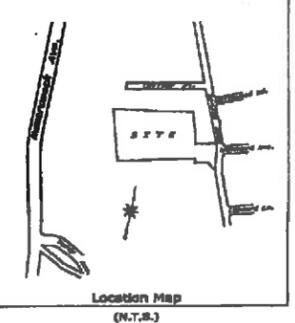
*William J. Gorman*  
 Date: William J. Gorman, L.S., N.Y.S. Lic. No. 49586



WESTCHESTER COUNTY DEPARTMENT OF HEALTH  
 New Rochelle, New York

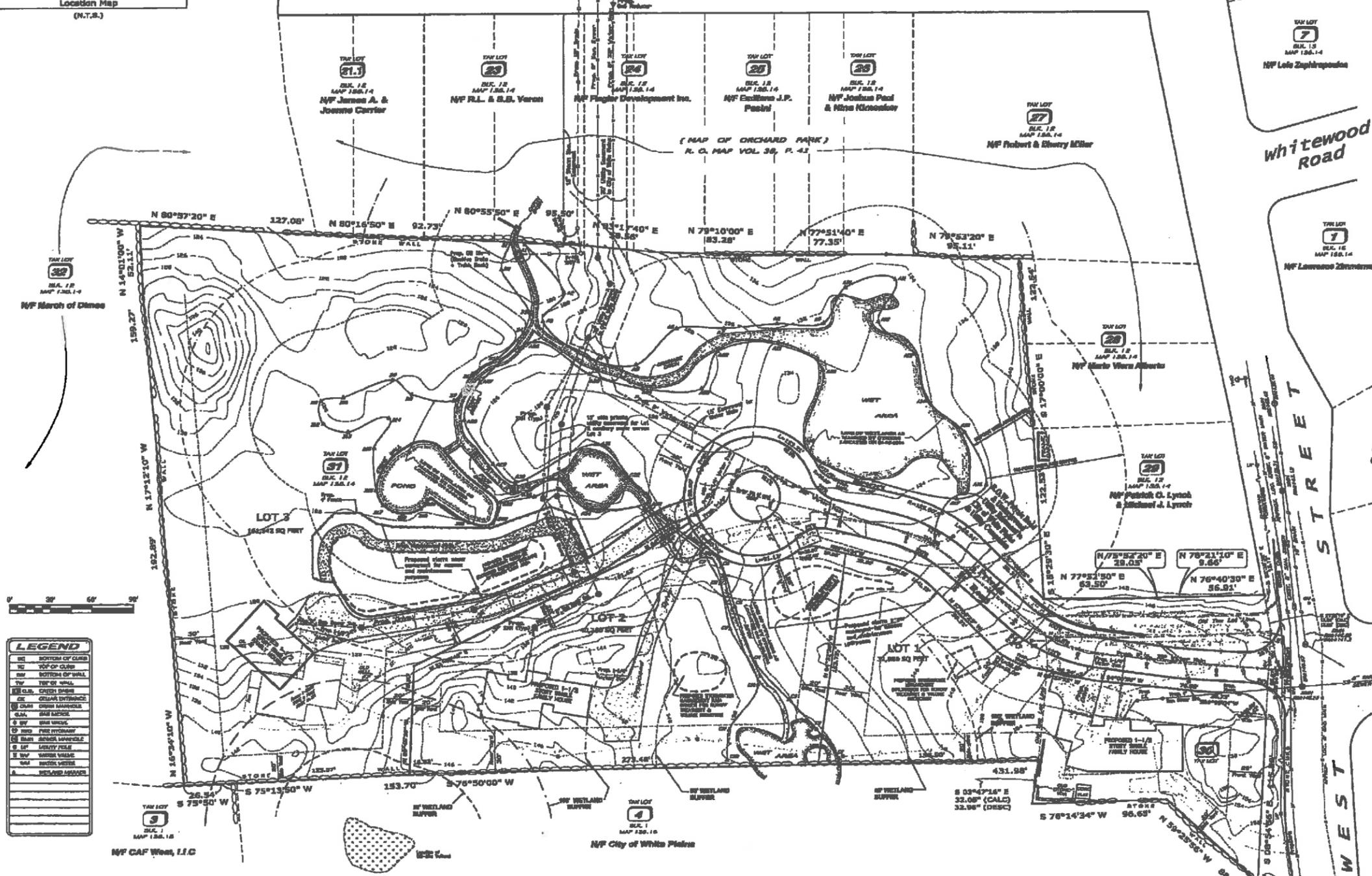
Approved pursuant to Chapter 173, Article X, Sections 673.051 and 673.101  
 and Article VII of the Westchester County Sanitary Code subject to the  
 provision of public water supply and public sanitary sewer facilities to serve each  
 habitable building hereafter constructed. These facilities are to be installed in  
 accordance with local improvement plans and specifications approved by and filed  
 in this office prior to the construction of such building.  
 Each purchaser of property shown hereon shall be furnished a true copy of  
 this plat showing this endorsement. Any omissions, changes, additions or alterations  
 of any kind, except the addition of signatures of other approving authority and  
 the date thereof made on this plan after this approval, shall invalidate this approval.

Approved by the Assistant Commissioner of Health  
 on behalf of the Department of Health



- NOTES:**
1. All dimensions are given unless otherwise noted.
  2. Refer to State Assessor's drawings 2-1 and 2-2 for the location of proposed improvements.
  3. Refer to State Assessor's drawing 12-6 for profile of proposed subdivision road and for cross-section of proposed subdivision road.
  4. Refer to State Assessor's drawing 2-1 for a table of land use zoning information in zoning.
  5. Refer to State Assessor's drawing 2-1 for location of roads to be constructed by the respective Lots for possible easements.
  6. All unimproved sections of land are shown and subject to the final approval of the Commissioner of Public Works.

**COLLYER PLACE**



**LEGEND**

- BC BOTTOM OF CURB
- TC TOP OF CURB
- HW BOTTOM OF WALL
- HW TOP OF WALL
- CLM CURB MARK
- OC OCEAN DISTANCE
- CS CURB CROSS SECTION
- SLM SIDE WALK
- SW SIDE WALK
- CP THIS SIDE PROPERTY
- CB CURB GENERAL APPROXIMATE
- LF LOT PROPERTY LINE
- SW SWIRL MARK
- SW SWIRL MARK
- W WETLAND BOUNDARY

Approved for filing in the Westchester County Clerk's Office, Division of Land Records. Date _____ Property Owner _____	All taxes due to date have been paid. Date _____ Commissioner of Finance _____	Approved Office of the Commissioner of Public Works City of White Plains, New York Date _____ Commissioner of Public Works _____	Approved by the Planning Board City of White Plains Date _____ Chairman _____	Project Engineer: Allen L. Plich, P.E., N.Y.S. Lic. No. 20167 Evans Associates Environmental Consulting, Inc. 205 Andy Road Bellport, CT 06224
---	---	---	---	--

Unauthorized alteration or addition to this survey map is a violation of section 7208 sub-section 2, of the New York State Education Law.  
 No guarantee is made for the accuracy or completeness of any statements or records that could affect adjacent property, unless  
 indicated by the lines hereon to a certified copy of this plat report.  
 Dimensions shown hereon are shown for information and are not intended to be used for quantities of forest, structures or other improvements.

# 221-227 West Street Subdivision

## West Street and Windward Avenue

### City of White Plains, New York

SITE LOCATION MAP



Sheet No.	Dwg. No.	Dwg. Name
1 of 17	Dwg. C-1	Cover Sheet
2 of 17	Dwg. C-2	DPW Construction Notes for Subdivisions & Developments
3 of 17	Dwg. S-1	Subdivision Layout Plan
4 of 17	Dwg. S-2	Subdivision Site Grading & Utilities Plan
5 of 17	Dwg. S-3	Subdivision Erosion & Sediment Control Plan
6 of 17	Dwg. S-3A	Construction Disturbance Line
7 of 17	Dwg. S-4	Subdivision Tree Protection Plan
8 of 17	Dwg. S-5	Landscape Plan
9 of 17	Dwg. DE-1	Erosion Control Construction Details / Construction Narrative
10 of 17	Dwg. DE-2	Construction Details
11 of 17	Dwg. DE-3	Construction Details/Notes
12 of 17	Dwg. DE-4	Construction Details
13 of 17	Dwg. DE-5	City DPW Details / Subdivision Road Profile
14 of 17	Dwg. DE-6	Construction Details/Water Main and Sanitary Sewer Profiles
15 of 17	Dwg. EX-1	Existing Conditions Map
16 of 17		Water Main Standard Construction Details (from DPW)
17 of 17		Sanitary Sewer Standard Construction Details (from DPW)

NOTES:

- Boundary, topography, existing utilities, existing improvements, location of wetland flags, location of existing watercourse obtained from a survey prepared by Aristotle Bourazos, Land Surveyor from a drawing identified as "Tax Lot Nos. 11 & 20, Block 22, Map 138.1A as shown on the Official Tax assessment Maps of the City of White Plains, Westchester County, New York", last revised on March 2, 2005.
- Wetlands at the property were delineated on March 3, 2004 by a Field Biologist and a Soil Scientist of Evans Associates Environmental Consulting, Inc. The field delineation was conducted in accordance with the Standards and Regulations to Protect and Preserve Environmentally Sensitive Sites and Features of the City of White Plains (Chapter 3-5) and the technical criteria in the 1987 Army Corps of Engineers (ACOE) Wetland Delineation Manual (TR-557-3).
- Sanitary sewer shall be Special Thickness Class 56 Ductile Iron Pipe (5" Sp Class 56 DIP). Sewer pipe joints shall be push-on type that employs a single elongated, grooved, rubber gasket to effect the joint seal, in accordance with AWWA Specification C-115, and shall utilize the lubricant recommended by the manufacturer on all joint surfaces. Pipe shall be furnished in 18 or 20 foot lengths.
- Water main shall be as follows: 8" size, Sp Class 56 DIP; water service to dwelling, 1" Type K copper. Water main shall conform to the requirements of AWWA Specifications C-150 and C-151. Pipe shall be furnished in 18 or 20 foot lengths.
- All storm drainage pipe shall be double wall corrugated polyethylene drainage pipe (ECPD), ADS N 12, water-tight pipe, or approved equal.
- Existing overhead electrical lines and poles to the former dwellings on the subject property shall be removed in accordance with utility company requirements.
- Water meters in proposed homes shall be located as required by utility company.
- The area depicted on drawing S-4 which is to remain natural may be used by the occupants of the respective lots for walking and other passive recreational activities only.
- Existing freestanding stone wall along the southern boundary of the property is not to be disturbed by construction or by the subdivision of the property.
- The shaded area depicted on drawing S-4, which is to remain in a vegetated or natural state, may be used by the occupants of the respective lots for walking and other passive recreational activities only.
- Drawing S-3 shows the limit of disturbance line. Drawing S-3A shows the area of the site that is permitted to be disturbed. Beyond the line depicted on this plan, the site is not to be disturbed.
- The owner of Lot 3 shall be responsible to maintain the stormwater management facilities shown hereon.

ADDITIONAL NOTES:

All municipal utilities proposed and/or constructed in any existing or proposed right-of-way or utility easement to be dedicated to the city shall be subject to inspection and approval during construction by the Commissioner of Public Works. Final approval and acceptance of such utilities shall be exclusively within the jurisdiction of the Department of Public Works.

The Westchester County Health Department shall be given 48 hours notice for the testing of the installed water mains.

APR 11 2014  
 10:51 AM  
 C of W, 1001 EGBU  
 914-833-4626

CONSULTANTS:  
 APPLICANT:  
 THE WINDWARD SCHOOL  
 46 West Post Road East  
 White Plains, NY 10604  
 Tel: (914) 549-0968 x122E

CONSULTANTS:  
 PROJECT SURVEYOR:  
 ARISTOTLE BOURAZOS, P.C.  
 Land Surveyors - Planners  
 30 Cedar Street  
 New Rochelle, N.Y., 10801  
 Tel: (914) 633-0100

ISSUED:  
 Approved sheet No. 04292014  
 Approved sheet No. 05152014  
 Submitted to WCHD 04292014  
 Submitted to Public 06032014  
 Submitted to City 07132014

OWNERSHIP AND USE OF DOCUMENTS  
 UNLAWFUL TO REPRODUCE OR TRANSMIT IN ANY MANNER OR TO MAKE ANY COPY OF THIS DOCUMENT OR TO DISSEMINATE IT TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE NEW YORK STATE EDUCATION LAW.

SEAL:

PROJECT NAME:  
 221-227 West Street Subdivision  
 West Street and Windward Avenue  
 City of White Plains, New York

ENGINEER & ENVIRONMENTAL CONSULTANT:  
 EVANS ASSOCIATES  
 207 Arden Road  
 White Plains, New York 10604  
 P: (914) 833-4194  
 EMAIL: evans@evansassoc.com

Drawing Title:  
 Cover Sheet

Date: April 4, 2014  
 Drawn by: alp  
 ID: 221-227 West\_C03-2014A  
 EAEC Proj. No.: 1238

C-1



**LEGEND**

- PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED ROAD
- PROPOSED RESIDENCE & DRIVEWAY
- WETLAND BOUNDARY LINE & FLAG NO.
- 50-FOOT WETLAND BUFFER
- 100-FOOT WETLAND BUFFER
- PROPOSED LAWN AREA
- FEATURE TO BE REMOVED

- EASEMENT
- STORMWATER MANAGEMENT PRACTICE STORAGE (TMP)
- BUFFER PRESERVATION AREA
- LOT PRESERVATION AREA
- SPLIT RAIL FENCE
- PROPOSED MONUMENT

**SUMMARY OF PRESERVATION AREAS**

- LOT PRESERVATION AREAS:
- AREA #1 - 1.045 ACRES
- AREA #2 - 0.378 ACRES
- AREA #3 - 0.137 ACRES
- LOT PRESERVATION AREAS:
- AREA #1 - 0.196 ACRES
- AREA #2 - 0.378 ACRES
- AREA #3 - 0.063 ACRES

1. The area depicted on drawing S-1 which is to remain natural may be used by the occupants of the respective lots for passive recreational activities only. Passive recreational activities include: walking, hiking, horseback riding and nature study.

**COLLYER PL.**

**NOTES**

1. Boundary, topographic, existing site improvements, and existing utilities, including location of easements were obtained from a survey conducted by Arisotle Bournazos, P.E., Land Surveyor, dated 12/14/10. The survey was conducted in accordance with the provisions of the Surveying Law of the State of New York. The survey was conducted in accordance with the provisions of the Surveying Law of the State of New York. The survey was conducted in accordance with the provisions of the Surveying Law of the State of New York.
2. Water shall be supplied to the subdivision by construction of a new water service line that is proposed to connect with the existing main in West Street. The new water service line shall be installed in the easement shown on this drawing. The new water service line shall be installed in the easement shown on this drawing. The new water service line shall be installed in the easement shown on this drawing.
3. There are no structures that are proposed within the 50-foot or 100-foot wetland buffers.
4. Access to the subdivision is to be by a private road. The road is to be paved with bituminous concrete. The road is to be paved with bituminous concrete. The road is to be paved with bituminous concrete.
5. The proposed stormwater management system shall be installed in accordance with the provisions of the Stormwater Management Act of 2009. The proposed stormwater management system shall be installed in accordance with the provisions of the Stormwater Management Act of 2009.
6. There are not any lands that are proposed to be dedicated.
7. The wetland was delineated by State Association of Professional Geologists on the property. The wetland, identified as "Wetland A1", is located in the northern half of the site, and is delineated by Flag A-1 through A-4 and is 0.196 acres. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water.
8. The wetland was delineated by State Association of Professional Geologists on the property. The wetland, identified as "Wetland B1", is located in the southern half of the site, and is delineated by Flag B-1 through B-4 and is 0.378 acres. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water.
9. The wetland was delineated by State Association of Professional Geologists on the property. The wetland, identified as "Wetland C1", is located in the eastern half of the site, and is delineated by Flag C-1 through C-4 and is 0.137 acres. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water.
10. The wetland was delineated by State Association of Professional Geologists on the property. The wetland, identified as "Wetland D1", is located in the western half of the site, and is delineated by Flag D-1 through D-4 and is 0.063 acres. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water. The wetland is mostly forested, but includes a small area of open water.

**Notes**

1. The proposed stormwater management system shall be installed in accordance with the provisions of the Stormwater Management Act of 2009. The proposed stormwater management system shall be installed in accordance with the provisions of the Stormwater Management Act of 2009.
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**Notes**

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**TABLE OF LAND USE/PAVING REGULATIONS**

CONCRETE	PAVING	PAVING	PAVING	PAVING
CONCRETE	PAVING	PAVING	PAVING	PAVING
CONCRETE	PAVING	PAVING	PAVING	PAVING
CONCRETE	PAVING	PAVING	PAVING	PAVING
CONCRETE	PAVING	PAVING	PAVING	PAVING

**SOI TABLE**

| SECTION |
|---------|---------|---------|---------|---------|---------|---------|---------|
| (A)     | (B)     | (C)     | (D)     | (E)     | (F)     | (G)     | (H)     |
| (A)     | (B)     | (C)     | (D)     | (E)     | (F)     | (G)     | (H)     |
| (A)     | (B)     | (C)     | (D)     | (E)     | (F)     | (G)     | (H)     |
| (A)     | (B)     | (C)     | (D)     | (E)     | (F)     | (G)     | (H)     |

**CONSULTANTS:**

**THE WINDWARD SCHOOL**  
40 West 10th Street  
White Plains, NY 10604  
Tel: (914) 949-8880 x1228

**CONSULTANTS:**

**PROJECT SURVEYOR**

**ARISTOTLE BOURNAZOS, P.E.**  
Land Surveyor - Planner  
20 Calder Street  
New Rochelle, N.Y. 10801  
Tel: (914) 633-0100

**ISSUED:**

Submitted to City: 02/25/13  
Action of Adjoining Property: 02/25/13  
Review of the Plan: 02/25/13  
Final Approval: 02/25/13

Submitted to City: 11/20/12  
Submitted to Planning Board: 01/20/13  
Submitted to City: 01/20/13  
Submitted to City: 01/20/13

**SEAL:**

**EVANS ASSOCIATES**  
ENGINEERS & ENVIRONMENTAL CONSULTANTS  
221-227 West Street  
City of White Plains, New York

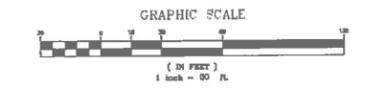
**PROJECT NAME:** 221-227 West Street Subdivision  
**Drawing Title:** Subdivision Layout Plan  
**Date:** April 4, 2014  
**Drawn by:** alp  
**ID:** 221-227 West\_C03-01\_4.4  
**EAEC Proj. No.:** 1238

**S-1**

Scale: 1" = 50'  
North Arrow

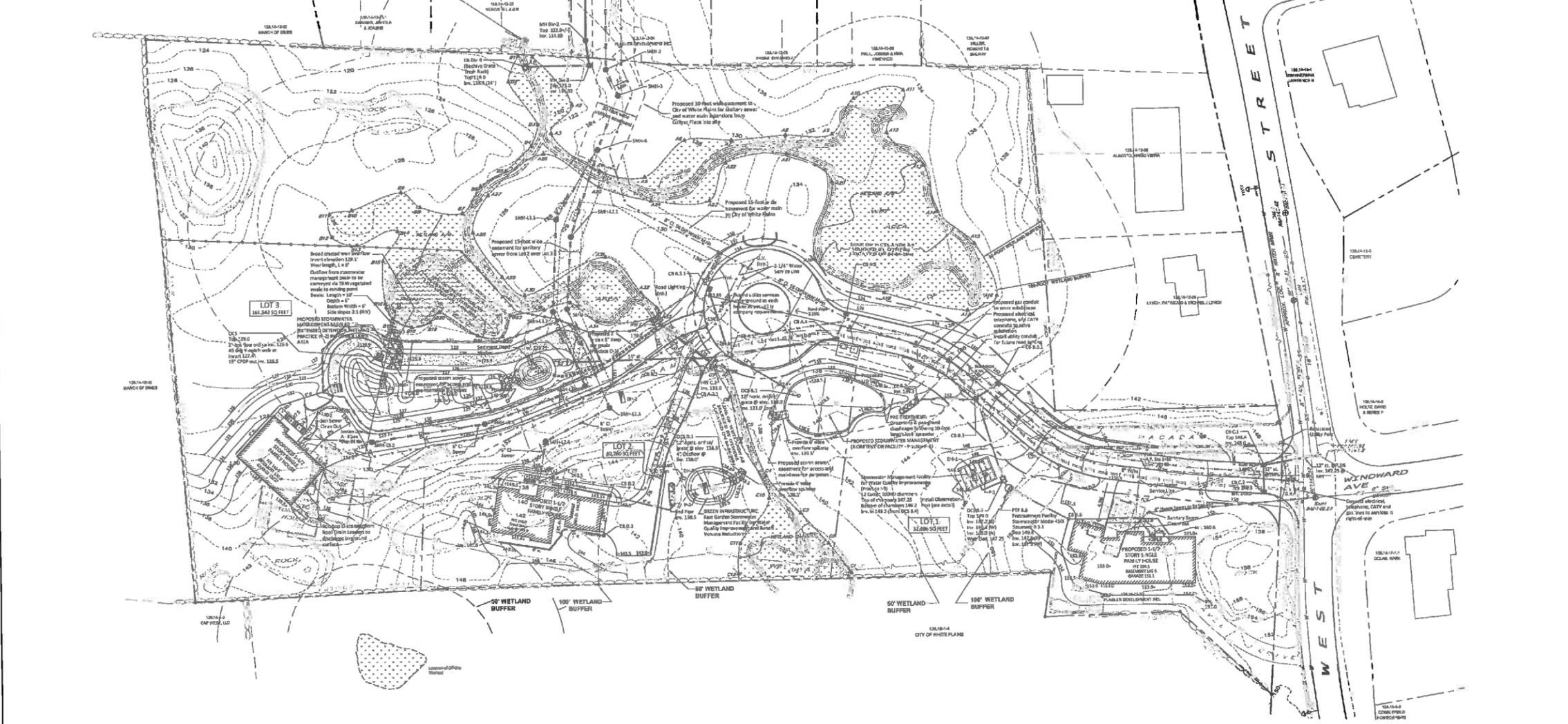
**ADDITIONAL NOTES**

1. The area depicted on drawing S-1 which is to remain natural may be used by the occupants of the respective lots for passive recreational activities only. Passive recreational activities include: walking, hiking, horseback riding and nature study.



**LEGEND**

- PROPERTY LINE
- - - PROPOSED LOT LINE
- - - EXISTING CONTOUR
- - - PROPOSED ROAD OR DRIVEWAY
- - - PROPOSED RESIDENCE & DRIVEWAY
- - - WETLAND BOUNDARY LINE & FLAG NO.
- - - PROPOSED WATER MAIN/SERVICE
- - - PROPOSED GRAVITY SANITARY SEWER PIPE
- - - PROPOSED ELECTRICAL/DATE SERVICE
- - - PROPOSED GAS SERVICE
- - - PROPOSED CATCH BASIN
- - - PROPOSED STORM DRAINAGE PIPE
- - - PROPOSED VEGETATED SWALE
- - - PERCOLATION TEST (# & NUMBER)
- - - DEEP HOLE TEST (# & NUMBER)
- - - PROPOSED ROAD LIGHTING



**Storm Drainage Pipe Design**

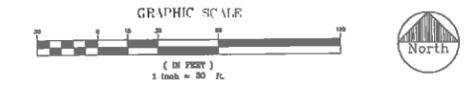
STRUCTURE	PIPE	SIZE	DEPTH	LENGTH	INVERT	OUTLET	REMARKS
CB 1	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 2	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 3	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 4	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 5	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 6	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 7	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 8	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 9	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 10	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE

**Sanitary Sewer Pipe Design**

STRUCTURE	PIPE	SIZE	DEPTH	LENGTH	INVERT	OUTLET	REMARKS
CB 1	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 2	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 3	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 4	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 5	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 6	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 7	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 8	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 9	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE
CB 10	12" DIA	12"	1.5'	10'	100.00	100.00	CONCRETE

Scale: 1" = 30' FT.

Graphic Scale: 1 inch = 30 feet



- NOTES:**
1. Boundary, topographic, existing site improvements, and existing utilities, including location of wetlands were obtained from a drawing prepared by Aristotle Bouras, P.E., entitled "Topographic Survey of the Lots 31 & 32, Block 10, Map 138.14, last revised on 03/02/2008. Contours and spot elevations depicted on this drawing are in the City of White Plains datum.
  2. Construction Details for the installation of the sanitary sewer may be referenced on the drawing entitled "Sanitary Sewer Standard Construction Details".
  3. Construction Details for the installation of the water main may be referenced on the drawing entitled "Water Main Standard Construction Details".
  4. The Westchester County Health Department shall be given 48 hours notice for the testing of the installed water main.
  5. All utility lines (cable, telephone, cable television, lighting conduit) shall be placed underground.

**CONSULTANTS:**

**APPLICANT:**  
 THE WINDWARD SCHOOL  
 40 West Wood Oak Lane  
 White Plains, NY 10604  
 Tel: (914) 945-6980 x1229

**PROJECT SURVEYOR:**  
 ARISTOTLE BOURAS, P.E.  
 Land Surveyors - Planners  
 233 Cedar Street  
 New Rochelle, N.Y. 10801  
 Tel: (914) 633-0100

**ISSUED:**

Submission to City: 08/22/2013  
 Submission to City: 09/10/2013  
 Plan of City: 09/10/2013  
 Submission to City: 11/20/2013  
 General note, no per PFG 84 and City DPW comments: 01/10/2014  
 General note, no per PFG 84 and City DPW comments: 04/04/2014  
 Submission to Planning Board: 04/02/2014  
 General note, no per PFG 84 and City DPW comments: 05/19/2014  
 Submission to WCHD: 04/22/2014  
 General note, no per PFG 84 and City DPW comments: 07/02/2014  
 Submission to City: 07/02/2014

**SEAL:**

**PROJECT NAME:**  
 221-227 West Street Subdivision  
 221-227 West Street  
 City of White Plains, New York

**DRAWING BY:**  
 Subdivision Site Grading & Utilities Plan

**DATE:** April 4, 2014

**BY:** sbp

**NO:** 221-227 West\_C03-25 14.4

**EAEC Proj. No.:** 1238

**CONTRACTOR:**  
 EVANS ASSOCIATES  
 233 ANNY STREET  
 WHITE PLAINS, NY 10604  
 P: (914) 945-6980  
 FAX: (914) 945-6980  
 EMAIL: info@evansassoc.com

**CONTRACT NO.:** 221-227 West\_C03-25 14.4

**SCALE:** 1" = 30' FT.

**Sheet:** S-2

- LEGEND**
- PROPERTY LINE
  - - - PROPOSED LOT LINE
  - 1.5M --- EXISTING CONTOUR
  - PROPOSED ROAD OR DRIVEWAY
  - PROPOSED RESIDENCE & DRIVEWAY
  - ATO --- RETAILER BOUNDARY LINE & PLAC NO.
  - PROPOSED WATER MAIN/SERVICE
  - PROPOSED DRAINAGE SANITARY SEWER PIPE
  - PROPOSED ELECTRICAL/UTILITY SERVICE
  - PROPOSED GAS SERVICE



**MAINTENANCE SCHEDULE FOR EROSION AND SEDIMENT CONTROL MEASURES**

Silt Fence: Maintenance shall be performed as needed and material removed when buildup develops in the silt fence. Inspection for structural damage to the silt fence installed shall be made during the weekly inspection. If filter fabric shows signs of deteriorating or is damaged, it shall be replaced immediately. Typically, the silt fence including a two foot of silt fence adjacent to the damaged line.

Silt Protection: The barrier should be inspected after each rain event and repairs made when needed. Remove sediment as necessary to provide for essential storage volume for subsequent rains. Upon installation of construction drainage areas remove all materials and any unstable soil and slopes of nearby.

Stabilized Construction Entrance: The effective life of a stabilized construction entrance may be limited by excessive sediment deposition. Unless additional aggregate is added periodically to ensure the surface. Maintenance includes periodic sweeping with additional aggregate. All sediment applied, capped or washed into the public right-of-way must be removed immediately.

Periodic inspection of the structural construction entrance and nearby public right-of-way shall be performed within 24 hours of the end of a storm event of 0.5 inches or greater and following periods of heavy use.

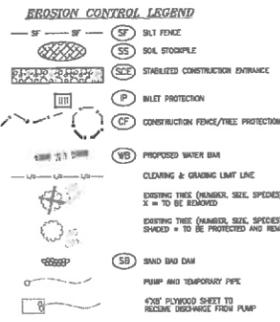
Tree Protection: Check on at least a weekly basis that the construction fence and tree protection has not been damaged by construction activities.

Soil Stacking: Permanent sediment control around each structure is in the form of all fence installed in accordance with the standards indicated above. The all fence shall be maintained as noted above. Stacks and fill are shall be inspected at least weekly for signs of erosion or problems with silt accumulation.

Water Run: Periodically inspect water bars for erosion damage and sediment. Check outlet areas and make repairs as needed to restore operation.

Check Dam: The check dams should be inspected after each rain event. Correct all damage immediately. If significant erosion has occurred between structures, a line of stone or other suitable material should be installed in front portion of the structure. Remove sediment accumulated behind the dam as needed to allow channel to drain through the stone check dam and prevent large flows from carrying sediment over the dam. Repairs or new stone needed to maintain the design cross section of the structure.

- NOTES**
- Construction details for the erosion and sediment control measures to be installed may be referenced on drawing DSE-2.
  - The narrative which describes the sequencing of construction with the installation of the erosion and sediment controls may be found on drawing DSE-2.
  - Critical area plantings shall be avoided within:
- | VEGETATION      | PROTECTIVE DISTANCE | MINUTE PLANTING | MINUTE PLANTING |
|-----------------|---------------------|-----------------|-----------------|
| DECIDUOUS TREES | 100 FT              | 100 FT          | 100 FT          |
| CONIFER TREES   | 50 FT               | 50 FT           | 50 FT           |
| SHRUBS          | 25 FT               | 25 FT           | 25 FT           |
| PERENNIALS      | 10 FT               | 10 FT           | 10 FT           |
| ANNUALS         | 5 FT                | 5 FT            | 5 FT            |
- Revised (per notes) to be installed within 24 hours of the following milestones:
- | CONSTRUCTION MILESTONE | DATE BY  | DATE BY  |
|------------------------|----------|----------|
| FOUNDATION             | 10/15/13 | 10/15/13 |
| ROOFING                | 11/15/13 | 11/15/13 |
| MECHANICAL             | 12/15/13 | 12/15/13 |
| ELECTRICAL             | 01/15/14 | 01/15/14 |
| PLUMBING               | 02/15/14 | 02/15/14 |
| PAINTING               | 03/15/14 | 03/15/14 |
| LANDSCAPING            | 04/15/14 | 04/15/14 |
| FINAL INSPECTION       | 05/15/14 | 05/15/14 |
- The area of slopes in excess of 20% on the property is calculated to be 0.794 acres. The impacts to exposed bedrock is calculated to be 0.888 acres. Check impacts to exposed bedrock amounts of 1,588 sq. ft. for the driveway and paved areas on Lot 2.
  - The area of exposed bedrock on the property is calculated to be 0.888 acres. The area of impacts to exposed bedrock is calculated to be 0.888 acres. Check impacts to exposed bedrock amounts of 1,588 sq. ft. for the driveway and paved areas on Lot 2.
  - No construction equipment or vehicles shall park on the public street. Solid vehicles during the period of construction shall be parked on the subject property only.
  - The total area of on-site land disturbance is 2,470 square feet comprised of 2,329 square feet for the construction of the subdivision road and the existing lot and 0,142 square feet of disturbance for the installation of water and sanitary sewer to the property of 1 Outcrop Place. The disturbance to construct the sanitary sewer and water main on lot 1 is calculated to be 0.111 acres.
  - Soil: system to be determined and set on location in accordance with the requirements of the Westchester County Health Department and the New York State Department of Health (see notes below).



**Westchester County Health Department**  
 Guidelines for Absorption, Subsurface Sewage Treatment Systems (SSSTS)

All SSSTS must be properly abandoned to prevent future health and safety hazards such as, exposure to sewage, toxic substances, leading to an flooding, from developing. The homeowner is responsible for the abandonment or removal process. It is important to ensure the abandonment or removal process is not a health or safety threat to those conducting the process, to the homeowners or to those in the community.

To reduce these risks, it is strongly recommended that persons involved in the process wear appropriate personal protective gear.

Please follow the following to serve as guidance for abandoning an SSSTS:

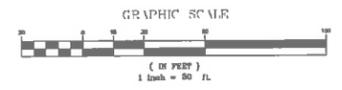
**Tanks**

- Discarded power to all electrical controls and remove all controls and panels. Remove all electrical lines (including buried service lines) that will not be used for other purposes.
- The entire contents of all tanks (including pump assemblies, green leg, overflow, manhole, and leaching pipes) in the system must be pumped by a licensed sewage hauler.
- All tanks must be broken in place or removed so that liquid cannot collect in the future.
- Backfill the hole or tanks with clean top sand, other granular material clean material that is compacted to prevent settling to prevent future cave-ins.
- Properly grade and establish vegetation cover.
- Place of organic material which will decay and generate gas and create voids.

**Absorption Field/Bed/Cells**

- Once absorption field soil functions are unlikely to collapse, they may be left intact. Multiple vegetative cover.
- Grasses may be left in place if there is no risk of future cave-ins.
- Overgrown vegetation will prevent water components to not be received by the system in order for the SSSTS to be abandoned.
- If components of the absorption system are to be removed, a licensed Septic System Contractor must be employed to perform the work:
  - Allow ample time after the system is taken out of service and the tanks pumped to ensure the entire absorption field is completely dry.
  - A licensed Septic Hauler should pump all contents from all distribution lines in the system.
  - Remove the absorption system pipes, aggregate, etc.
  - Dispose of materials appropriately.
  - Properly grade and establish vegetation cover.

**Scale:**  
 1" = 50 FT



**CONSULTANTS:**

**APPLICANT:**  
 THE WINDWARD SCHOOL  
 40 West Red Oak Lane  
 White Plains, NY 10604  
 Tel: (914) 949-8888 x1225

**CONSULTANTS:**  
**PROJECT SURVEYOR:**  
 ARISTOTLE BOURNAZOS, P.C.  
 Land Surveyors - Planners  
 20 Cedar Street  
 New Rochelle, N.Y. 10801  
 Tel: (914) 633-6100

**ISSUED:**

Submitted to City	02/22/13
Accepted/Submitted to City	05/12/13
Agreed with Title Survey Information	06/05/13
Revised as per layout changes to	10/29/13
Submitted to City	11/05/13
Revised as per PUD 86 and	01/02/14
City DPW comments	01/02/14
Added note 7 as per PUD 86	04/04/14
Submitted to Planning Board	04/23/14
Revised as per PUD 86	05/15/14
Submitted to VPO-D	06/26/14
Submitted to City	07/19/14

**DISBURSEMENT USE OF DOCUMENTS**  
 THIS DOCUMENT IS THE PROPERTY OF THE CITY OF WHITE PLAINS. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF WHITE PLAINS.

**SEAL:**

**PROJECT NAME:**  
 221-227 West Street Subdivision  
 West Street and Windward Avenue  
 City of White Plains, New York

**Drawing Title:**  
 Subdivision Erosion & Sediment Control Plan

**Date:** February 22, 2013

**Drawn by:** alp

**ID:** 221-227 West\_C03-0314.4

**PARC No.:** 1238

**S-3**

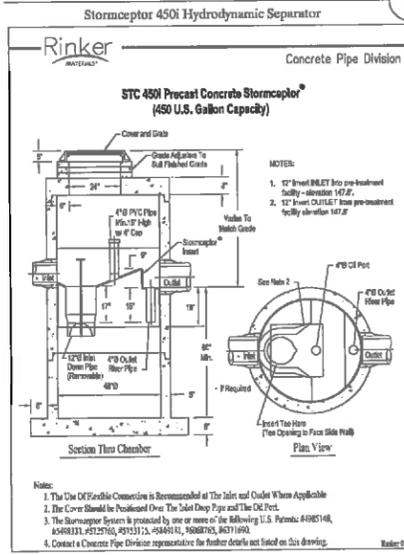




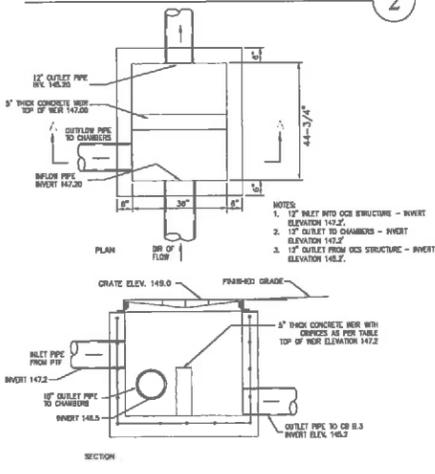




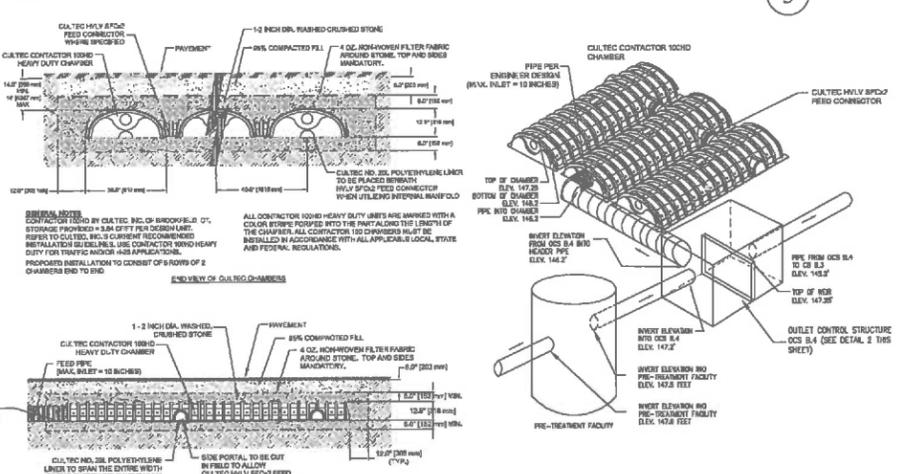
**Lot 1 Infiltration Facility Pre-Treatment**



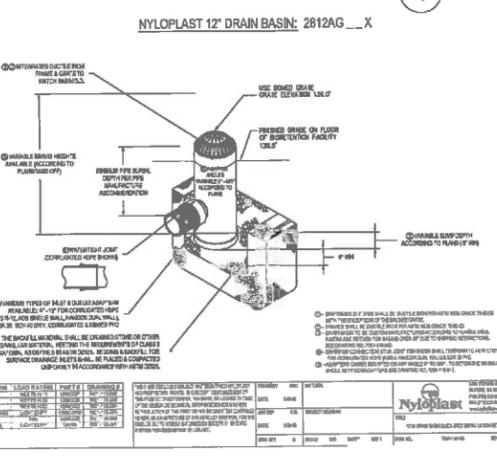
**Off-Line Flow Control/  
Outlet Control Structure SWMF#1**



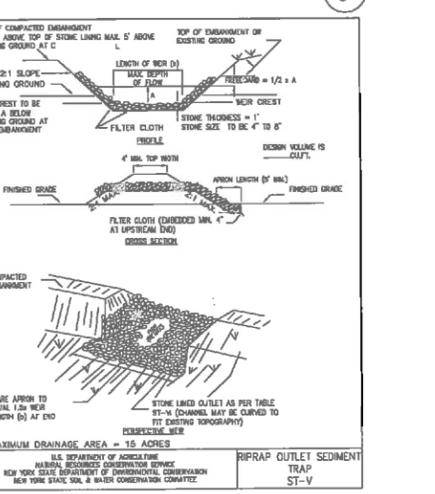
**Cultec 100HD Chamber Installation**



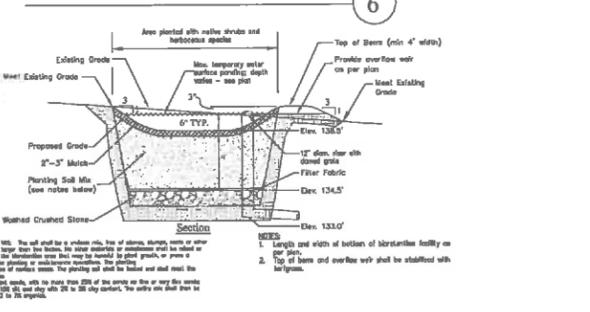
**Bioretention Facility Outlet Control**



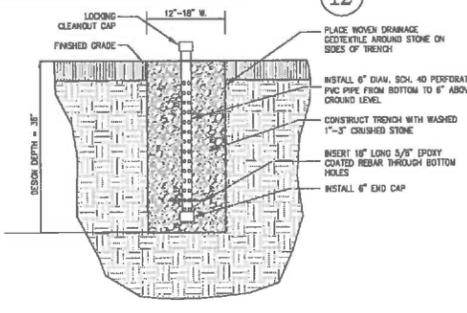
**Stone Outlet/Overflow Spillway**



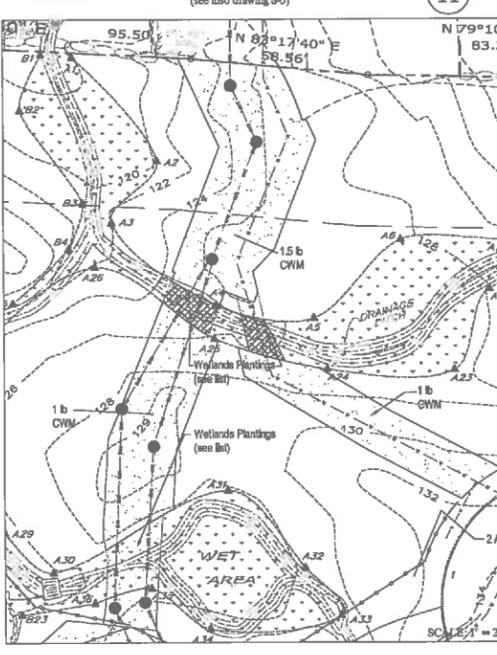
**Bioretention Facility**



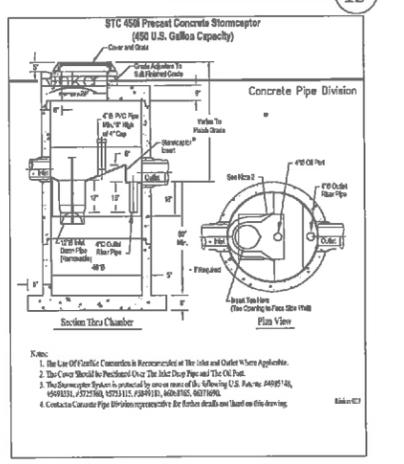
**Observation Port for Infiltration**



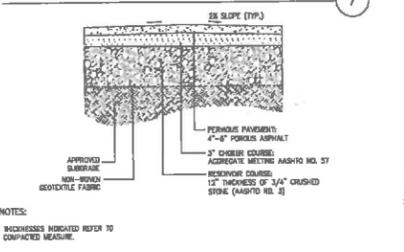
**Utility Corridor Planting**



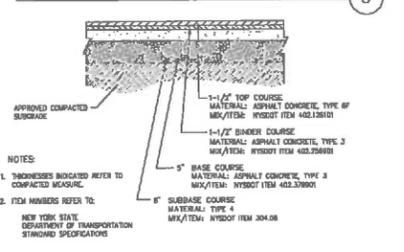
**Stormceptor 450i Pretreatment Facility**



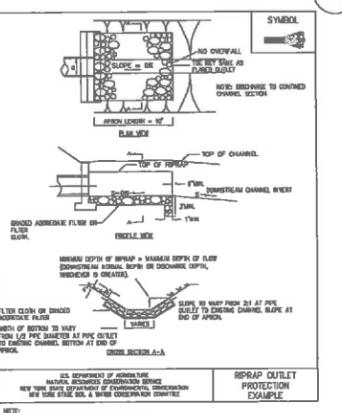
**Private Driveway Pavement Section**



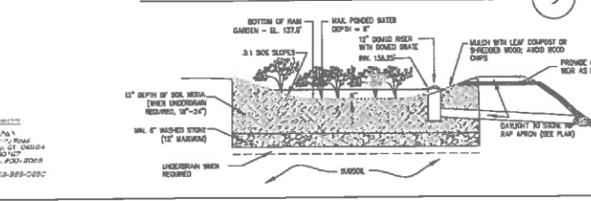
**Subdivision Road Pavement Section**



**Rip Rap Apron Outlet Protection**



**Rain Garden**



CONSULTANTS:  
APPLICANT:  
PROJECT SURVEYOR:  
ISSUES:  
CONTRACTOR:  
SEAL:  
PROJECT NAME:  
DRAWING SET:  
CONSTRUCTION DETAILS:  
DATE:  
DRAWN BY:  
ID:  
EAEC Proj. No.:

**EVANS ASSOCIATES**  
ENVIRONMENTAL CONSULTING, INC.  
100 WEST STREET, NEW YORK, NY 10038  
TEL: (212) 921-9116  
WWW.EVANSASSOCIATES.COM

**221-227 West Street Subdivision**  
West Street and Winward Avenue  
City of White Plains, New York

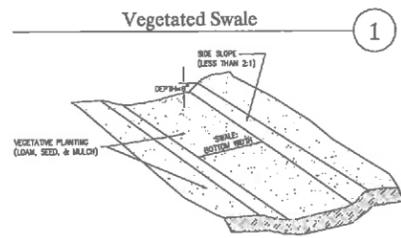
DATE: February 22, 2013  
DRAWN BY: sfp  
ID: 221-227 West\_CDS-2014.4  
EAEC Proj. No.: 1238

Code	Qty	Botanical Name / Common Name	Size of Planting	Spacing
1a	24	Cornus alternifolia / Spicebush	1 qt. pot	2.0' o.c.
1b	24	Cornus alternifolia / Spicebush	1 qt. pot	2.0' o.c.
1c	24	Cornus alternifolia / Spicebush	1 qt. pot	2.0' o.c.

PLANT LIST - SEED MIX FOR UPLANDS  
CWM 4.5 lb Conservation/Wildlife Mix 1 lb per 1,750 s.f.

**DE-2**

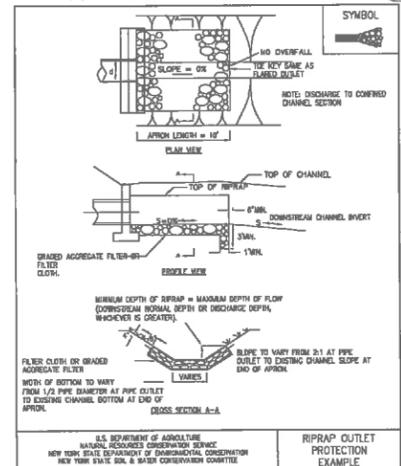




- INSTALLATION NOTES:**
1. THE VEGETATED SWALE SHALL BE EXCAVATED TO LINE, GRADE AND CROSS-SECTION AS REQUIRED TO MEET THE CRITERIA SPECIFIED HEREIN, AND SHALL BE FREE OF PROJECTIONS OR OTHER IRREGULARITIES WHICH WOULD INTERFERE WITH THE FLOW.
  2. ALL FILLS SHALL BE COMPACTED AS NEEDED TO PREVENT UNEQUAL SETTLEMENT THAT WOULD IMPAIR THE COMPLETED SWALE.
  3. STABILIZATION OF THE SWALE SHALL BE DONE ACCORDING TO THE APPROPRIATE STANDARD AND SPECIFICATIONS FOR CRITICAL AREA SEEDING, MULCHING AND NETTING.
  4. SEE DRAWING S-2 FOR DESIGN PARAMETERS FOR VEGETATED SWALE.

**Rip Rap Apron**

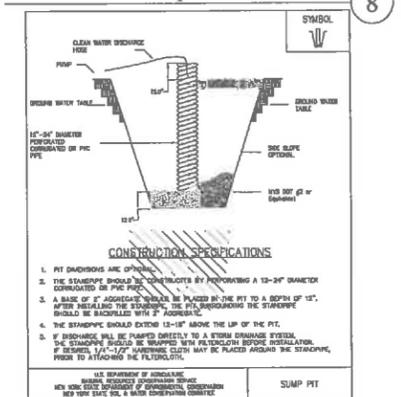
(Pipe Discharging to Stormwater Management Basin #2)



U.S. DEPARTMENT OF AGRICULTURE  
NATIONAL RESOURCE CONSERVATION SERVICE  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
NEW YORK STATE SOIL & WATER CONSERVATION COMMISSION

RRAP OUTLET PROTECTION EXAMPLE

**Sump Pit**

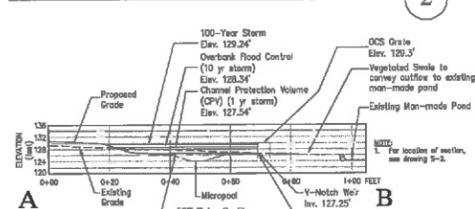


- CONSTRUCTION SPECIFICATIONS**
1. PIT DIMENSIONS ARE OPTIONAL.
  2. THE STANCHION SHOULD BE PROTECTED BY PROVIDING A 12-INCH DIAMETER CONCRETE OR P.V.C. PIPE.
  3. A BASE OF 4" AGGREGATE SHOULD BE PLACED BY THE PIT TO A DEPTH OF 12".
  4. THE STANCHION SHOULD EXTEND 12-18" ABOVE THE TOP OF THE PIT.
  5. IF PROTECTION WILL BE PLACED DIRECTLY TO A STORM DRAINAGE SYSTEM, THE STANCHION SHOULD BE WRAPPED WITH FILTER FABRIC BEFORE INSTALLATION. IF DESIRED, 1/2"-1/4" FILTERING CLOTH MAY BE PLACED AROUND THE STANCHION, PRIOR TO ATTACHING THE FILTER FABRIC.

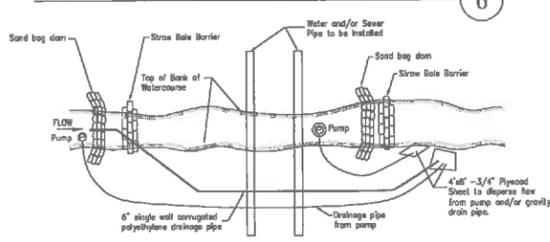
U.S. DEPARTMENT OF AGRICULTURE  
NATIONAL RESOURCE CONSERVATION SERVICE  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
NEW YORK STATE SOIL & WATER CONSERVATION COMMISSION

SUMP PIT

**Section thru Stormwater Management Basin**

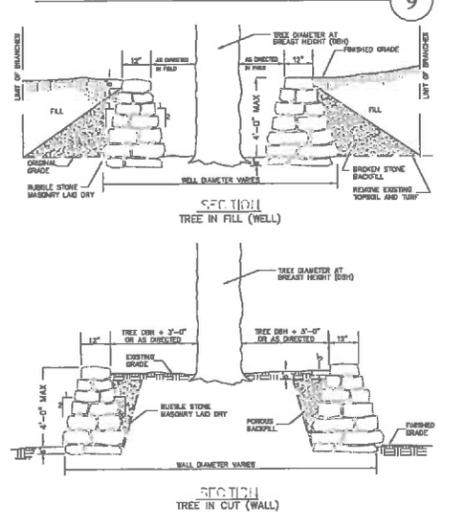


**Utilities Installation Across Watercourse/Wetland**



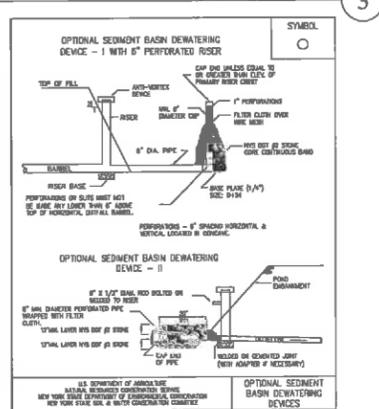
- NOTES:**
1. Work shall be completed in an expeditious manner to avoid impacts to wetland/watercourse. Performing the work at the time of year when the flow in the wetland/watercourse is minimal is preferred.
  2. Wetland soils shall be stockpiled and replaced following the installation of the trench and pipe.
  3. If dewatering pump is needed in the excavation area, it shall be installed in a vertical 30" diameter perforated CPVC pipe that is filter fabric wrapped.
  4. If dewatering is required in the trench, the discharge shall be conveyed to a "dry" ditch (or approved equivalent).
  5. For construction detail of pipe trench, see Standard Construction Detail sheet and Water Works Standard Construction Detail sheet from the City of White Plains DPW.

**Tree Well Detail**

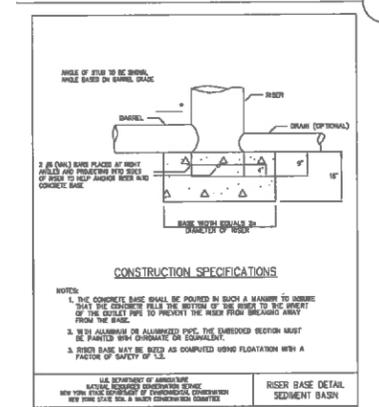


1. THE CONTRACTOR SHALL PROTECT ALL EXPOSED AND DISTURBED ROOT STRUCTURE AS DIRECTED UNTIL THE WALLS ARE CONSTRUCTED.
2. THE CONTRACTOR MAY LAY BUBBLE STONE AVAILABLE FROM THE JOB SITE, PROVIDED THE STONE MEETS THE APPROVAL OF THE OWNERS FIELD REPRESENTATIVE.

**Basin Dewatering (if needed)**

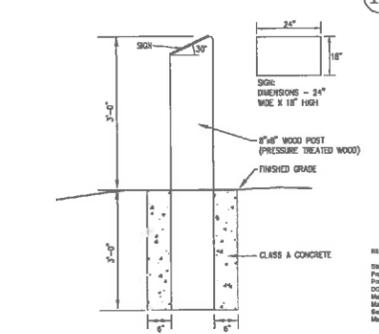


**Riser Base Detail**



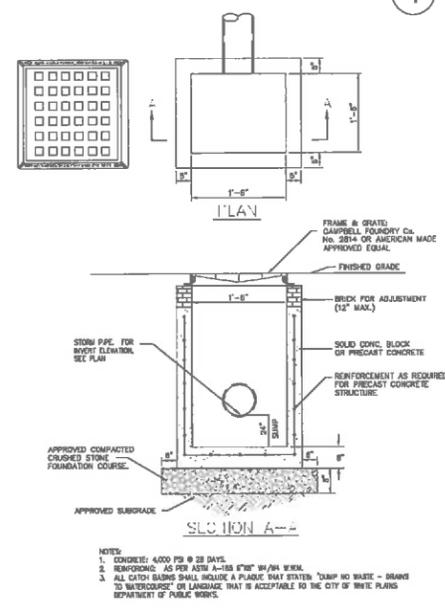
- CONSTRUCTION SPECIFICATIONS**
1. THE COMPLETE BASE SHALL BE POURED IN SUCH A MANNER TO ASSURE THAT THE CONCRETE FILLS THE ENTIRE OF THE RISER TO THE SURFACE OF THE RISER PIPE TO PREVENT THE RISER FROM BEING BLOWN FROM THE BASE.
  2. WHEN ALLOWING FOR ALLOWED PVC, THE BURIED SECTION MUST BE PLACED WITH DUCTILE OR EQUIVALENT.
  3. RISER BASES MAY BE SET AS COMPACTED W/OUT FLOTATION WITH A FACTOR OF SAFETY OF 1.5.
- NOTES REGARDING UTILITIES CROSSING OF WETLANDS AND WATERCOURSES:**
- It is best that work be conducted when flow in the wetland/watercourse and/or wetland and distance to white is minimal. To this end, this work may be conducted: (1) during the low flow period, which is from July 1 through October 1. Conducting work during the low-flow period will reduce impacts to surface water and generally results in less erosion and less disturbance to aquatic organisms; or (2) during favorable conditions. Activities conducted at this time can minimize rutting and other impacts to the surrounding environment. Work during the time that generally reduces disturbance of aquatic and terrestrial wildlife movement by avoiding nesting, brooding and nesting seasons.
- To minimize erosion potential, all soil growths or vegetation adjacent to wetlands must be preserved to the fullest extent possible. Stumps and roots must not be removed, and there must be no excavation, fill or grading done adjacent to wetlands.
- Excess sediment deposit from any activity within the controlled area must be removed and placed in an upland area, and suitably contained to prevent erosion and transport to the wetland or watercourse.
- Equipment shall not be parked adjacent to wetlands or watercourses. Equipment operation adjacent to wetlands and watercourses shall be limited. No idling will occur in wetlands.
- Tracked machines have a lower ground pressure than machines with tires. Draining an existing muddy track or wheel on high ground will disintegrate.
- If the construction equipment creates ruts in the soil, the ruts will be regraded and restored within 72 hours of the completion of this portion of the work.

**Stormwater Management Practice Marker Sign**

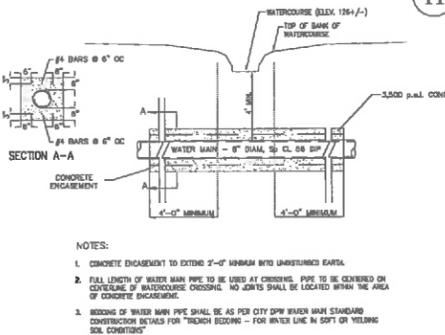


- REWORKING SIGN CONTENT:**
- Stormwater Management Practice - SCHEMATIC FACILITY  
Practice Identification (SPACE) Consideration (Number) \_\_\_\_\_  
Practice Name (as Published in Attachment WSP-024) File  
CONTRACT NUMBER OR ALIAS  
This document is to be performed by WSP-024-024.  
Maintenance frequency provided for maintenance of facility.  
See White Plains Department of Public Works for design of this facility.  
Maintenance Schedule.
1. IDENTIFICATION FACILITY (STORMWATER MANAGEMENT BASIN #1), RAIN GARDEN AND EXISTING EXTERIOR STORMWATER MANAGEMENT BASIN (STORMWATER MANAGEMENT BASIN #2) WILL HAVE SIGNIFICANT SIGNAGE MARKING THEIR STORMWATER MANAGEMENT FUNCTION AND THEIR PERMANENCE.
  2. LANGUAGE TO BE USED ON THE SIGNAGE SHALL BE APPROVED BY THE PROJECT ENGINEER AND THE CITY OF WHITE PLAINS DEPARTMENT OF PUBLIC WORKS.

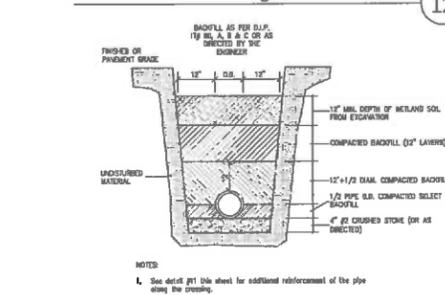
**Driveway Catch Basin on Private Property**



**Watermain Crossing of Watercourse**



**Watermain Crossing of Watercourse**



- NOTES:**
1. CONCRETE ENCLOSURE TO EXTEND 2'-0" HIGHER INTO UNDISTURBED BANKS.
  2. FULL LENGTH OF WATER MAIN PIPE TO BE USED AT CROSSING. PIPE TO BE CURVED ON CURVES OF WATERCOURSE CROSSING. NO JOINTS SHALL BE LOCATED WITHIN THE AREA OF CONCRETE ENCLOSURE.
  3. WIDTH OF WATER MAIN PIPE SHALL BE AS PER CITY DPW WHICH HAS STANDARD CONSTRUCTION DETAILS FOR TRENCH EXCAVATION - FOR WATER LINE IN SOFT OR YIELDING SOIL CONDITIONS.

**CONSULTANTS:**

APPLICANT:  
THE WINDWARD SCHOOL  
40 West Red Oak Lane  
White Plains, NY 10606  
Tel: (914) 948-4888 x1228

**CONSULTANTS:**

PROJECT SURVEYOR:  
ARISTOTLE BOURNAZOG, P.E.  
Lead Surveyor - Planner  
30 Cedar Street  
New Rochelle, N.Y. 10801  
Tel: (914) 532-0100

**DESIGNED:**

Structural to Meeting Basins: 04/19/2014  
General rev. as per Planning Board & DPW comments: 03/19/2014  
Submittal to WCH: 04/02/2015  
Return to City: 04/17/2015

**REVISIONS AND USE OF DOCUMENT:**

UNLAWFUL REVISIONS AND ALTERATIONS TO THIS DOCUMENT IS A VIOLATION OF SECTION 2300 OF THE NEW YORK STATE EDUCATION LAW.

No part of these drawings shall be copied, reprinted or otherwise reproduced in any form without the prior written permission of the Engineer. The Engineer shall not be responsible for any errors or omissions in these drawings.

**SEAL:**

**PROJECT NUMBER:**  
221-227 West Street Subdivision  
City of White Plains, New York

**ENGINEER & ENVIRONMENTAL CONSULTANT:**  
EVANS ASSOCIATES  
200 West Street  
White Plains, New York 10606  
Tel: (914) 948-4888  
www.evansassoc.com

**Drawn by:** slp

**Date:** April 4, 2014

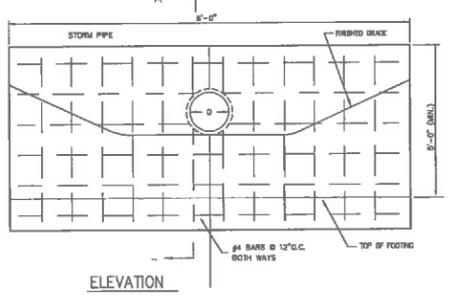
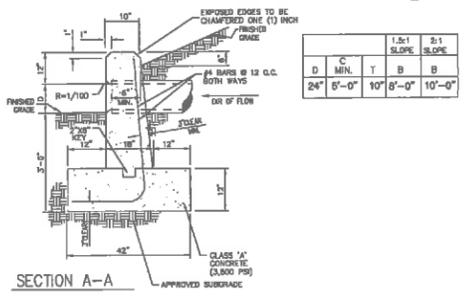
**ID:** 221-227 West\_C23-2014.4

**EAC# Proj. No.:** 1228

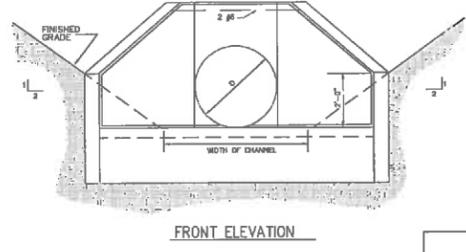
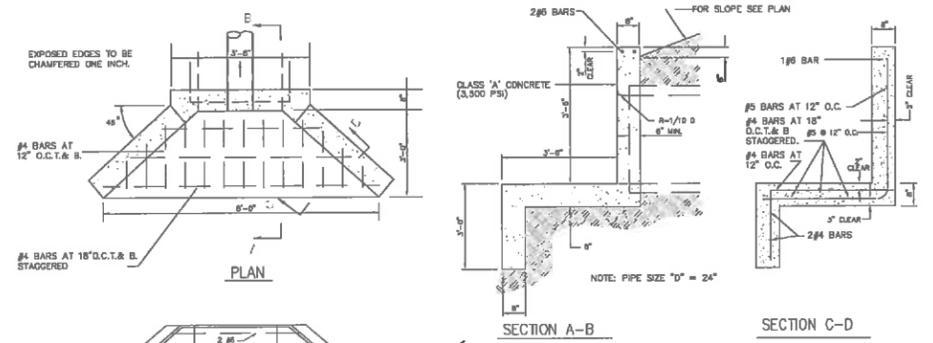
**DE-4**



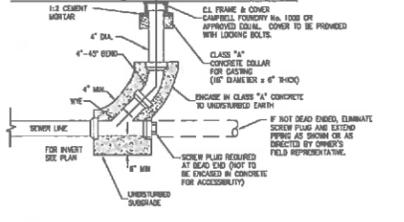
Headwall - Discharge End (24" Culvert Pipe) 1



Headwall - Inflow End (24" Culvert Pipe) 2

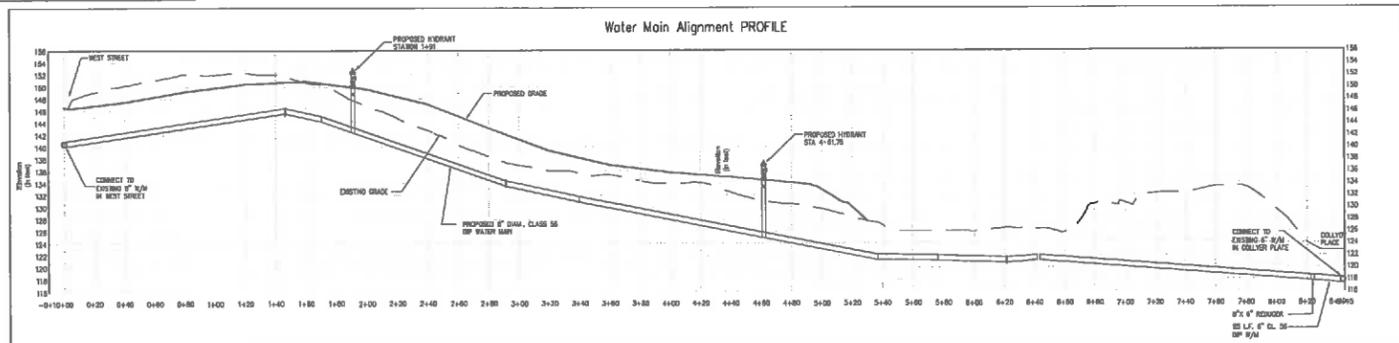
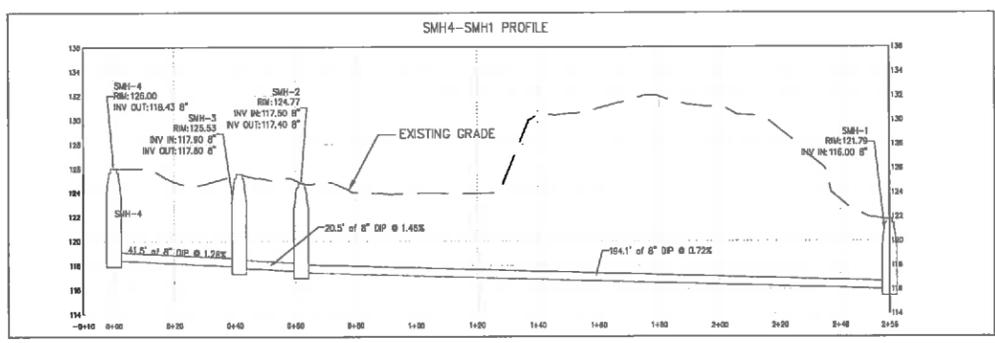
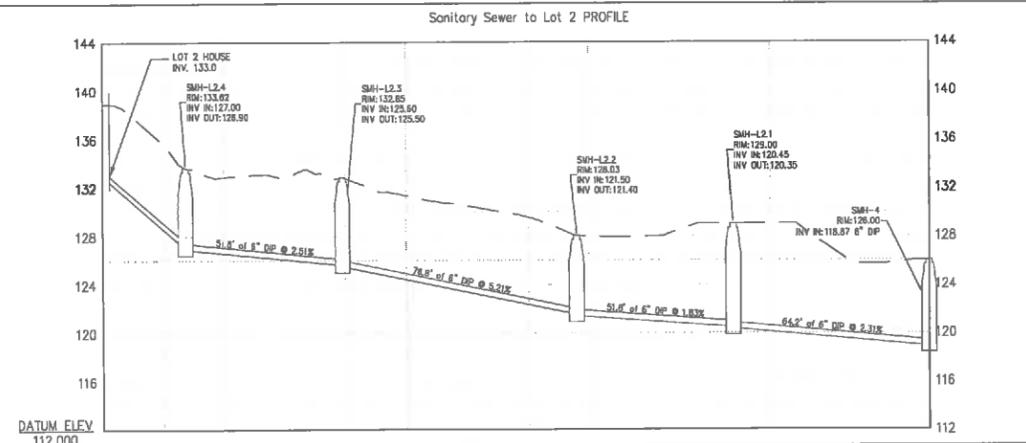
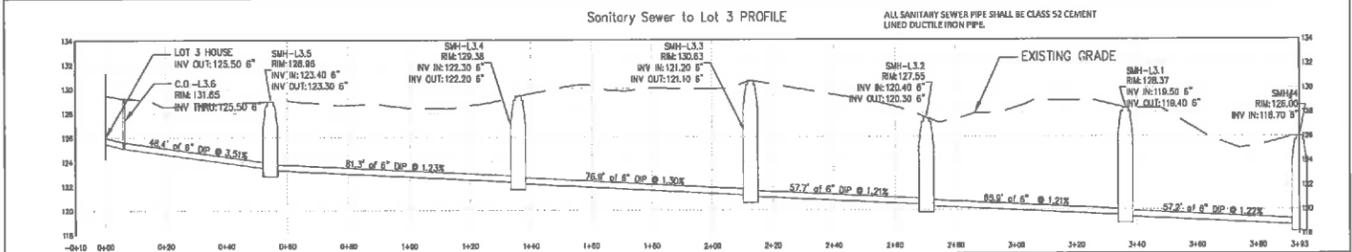
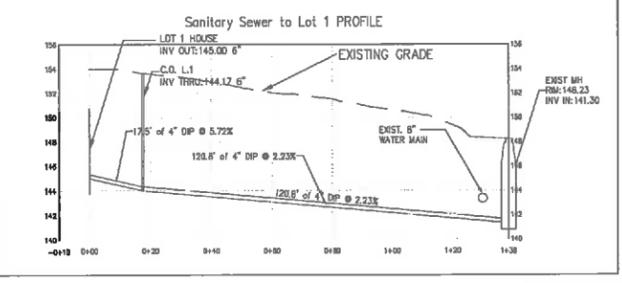


Sanitary Sewer Clean-Out 3



NOTE:  
1. ALL PIPE MATERIAL FOR CLEANOUT TO BE DUCTILE IRON PIPE.

NOTE:  
1. Scale of Sanitary Sewer Profiles: 1" = 30 feet (horizontal), 1" = 3 feet (vertical), 4: Vertical Exaggeration  
2. Scale of Water Main Profile: 1" = 25 feet (horizontal), 1" = 13 feet (vertical), 2: Vertical Exaggeration



DATE: 03/20/14  
APP'D: [Signature]  
C. of A. 0001-0009

NOTE:  
The Westchester County Health Department shall be given 48 hours notice for the testing of the installed water main.

APPLICANT:  
THE WINDWARD SCHOOL  
40 West Red Oak Lane  
White Plains, NY 10604  
Tel: (914) 940-8988 x1225

CONSULTANT:  
PROJECT SURVEYOR:  
ARISTOTLE BOURNAZOS, P.C.  
Land Surveyors - Planners  
20 Cedar Street  
New Rochelle, N.Y. 10801  
Tel: (914) 633-0100

ISSUED:  
Author: [Name] Date: 03/15/14  
Checked: [Name] Date: 03/20/14  
Submitted to City: 03/12/14

SEAL:  
STATE OF NEW YORK  
PLANNING BOARD  
ARISTOTLE BOURNAZOS  
PROFESSIONAL ENGINEER

PROJECT NAME:  
221-227 West Street Subdivision  
West Street from West 1st Avenue  
City of White Plains, New York  
ENGINEER & ENVIRONMENTAL CONSULTANT:  
EVANS ASSOCIATES  
INCORPORATED  
200 Army Road  
Bryn Mawr, Pennsylvania 19009  
P: (215) 528-9118  
WWW.EVANSASSOCIATESINC.COM

Drawing No.:  
Construction Details/Water  
Main & Sanitary Sewer Profiles  
Date: April 23, 2014  
Des. by: [Name]  
ID: 221-227 West\_CO3-2014.4  
EAEC Proj. No.: 1299

DE-6

- LEGEND**
- PROPERTY LINE
  - - - EXISTING CONTOUR
  - EXISTING TREE (NUMBER, SIZE, SPECIES)  
SHADES - TO BE PROTECTED AND REMAIN
  - DEAD OR DOWNED TREE
  - EXISTING SLOPE > 20%
  - BEDROCK EXPOSURE
  - - - A10 WETLAND BOUNDARY LINE & FLAG NO.

NOTES:  
1. Boundary, topographic, existing site improvements, and existing utilities, including location of wetlands were obtained from a drawing prepared by Aristotle Souvatzos, P.E. entitled "Topographic Survey of Tax Lots S1 & S2, Block 15, Map 130.14, last revised on 02/08/2005. Contours and spot elevations depicted on this drawing are in the City of White Plains datum.



CONSULTANTS:  
APPLICANT:  
THE WINDWARD SCHOOL  
40 West Red Oak Lane  
White Plains, NY 10604  
Tel: (914) 949-0386 x1228

CONSULTANTS:  
PROJECT SURVEYOR:  
ARISTOTLE SOUVATZOS, P.E.  
Land Surveyors - Planners  
20 Cedar Street  
New Rochelle, N.Y. 10801  
Tel: (914) 633-0100

ISSUED:  
Submitted to Planning Board 04/23/2014

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS AND LOCATIONS TO BE SHOWN ON THIS DRAWING SHALL BE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.



PROJECT NAME:  
**221-227 West Street Subdivision**  
West Street and Woodward Avenue  
City of White Plains, New York

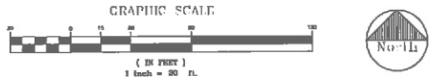
ENGINEER & ENVIRONMENTAL CONSULTANTS:  
**EVANS ASSOCIATES**  
ENVIRONMENTAL CONSULTING, INC.  
200 Andy Road  
White Plains, NY 10604  
Tel: (914) 949-0386  
www.evansassoc.com

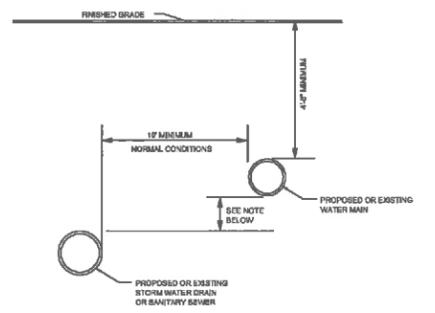
Drawing title:  
**Existing Conditions Plan**

Date: April 4, 2014  
Dwn. by: slp  
ID: 221-227 Wet\_C03-2014.4  
EAEC Proj. No.: 1236

**EX-1**

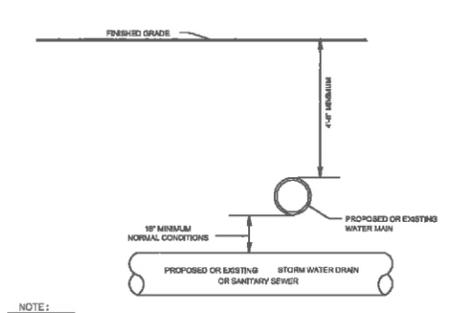
Scale: 1" = 30' PL.





**NOTE:**  
WHERE A 12" HORIZONTAL SEPARATION CANNOT BE OBTAINED DUE TO FIELD CONDITIONS, THE VERTICAL CLEAR DISTANCE SHALL BE A MINIMUM OF 18". HOWEVER, AN EXCEPTION TO THE 12" MINIMUM HORIZONTAL SEPARATION REQUIREMENT SHALL BE APPROVED BY THE WESTCHESTER COUNTY HEALTH DEPARTMENT.

**SEPARATION OF WATER MAINS AND SEWERS - PARALLEL INSTALLATION (NTS)**

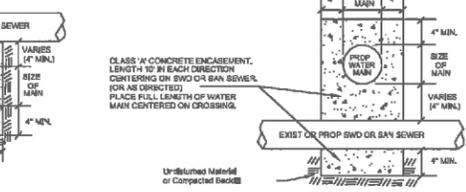


**NOTE:**  
WATER MAINS PASSING UNDER OR OVER SEWERS SHALL HAVE A VERTICAL CLEARANCE OF 4' MINIMUM BETWEEN THE SEWER AND WATER MAIN, AND THE SEWER SHALL BE SUPPORTED AS DIRECTED BY THE ENGINEER. TO THE EXTENT FEASIBLE, JOINTS IN THE WATER MAIN SHALL BE KEPT AS FAR AS POSSIBLE FROM THE SEWER WHERE ANY SEPARATION CANNOT BE OBTAINED DUE TO FIELD CONDITIONS. SEPARATE APPROVAL OF THE WESTCHESTER COUNTY HEALTH DEPARTMENT SHALL BE REQUIRED.

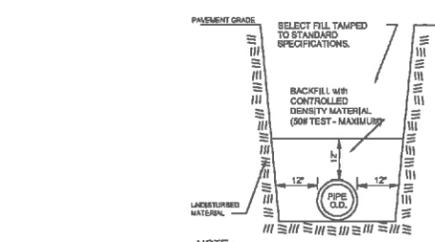
**SEPARATION OF WATER MAINS AND SEWERS - CROSSING INSTALLATION (NTS)**



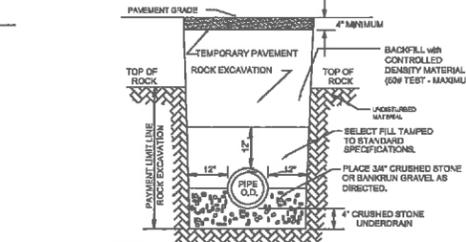
**CONCRETE ENCASUREMENT FOR PROPOSED WATER MAINS CROSSING UNDER AND OVER STORM WATER DRAIN OR SANITARY SEWER LINES (NTS)**



**CONCRETE ENCASUREMENT FOR PROPOSED WATER MAINS CROSSING UNDER AND OVER STORM WATER DRAIN OR SANITARY SEWER LINES (NTS)**

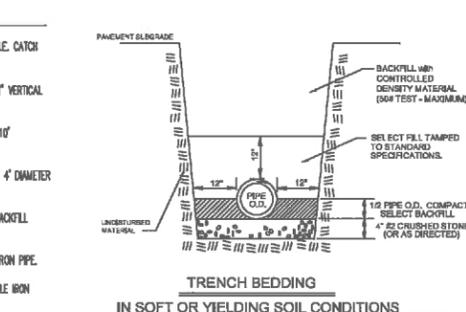


**TRENCH DETAIL IN NORMAL SOIL CONDITIONS (NTS)**

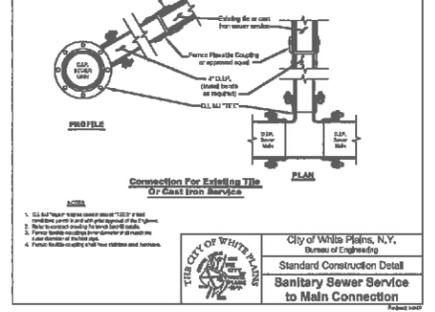
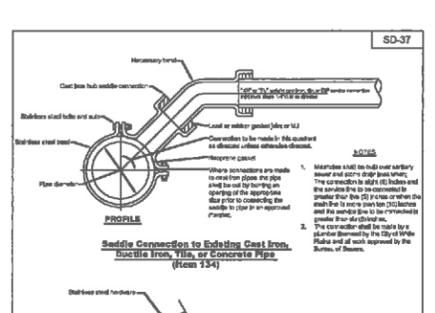


**TRENCH DETAIL FOR ROCK EXCAVATION AND TEMPORARY PAVEMENT (NTS)**

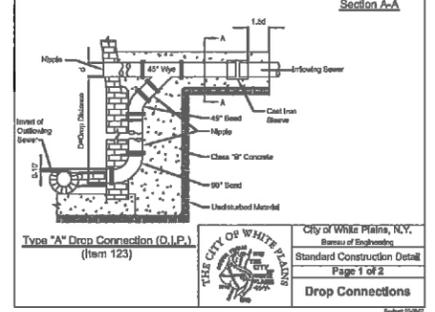
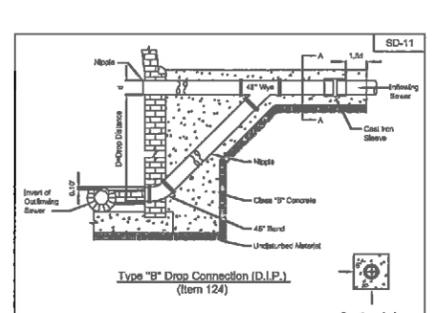
- NOTES:**
- EXISTING UTILITY CASTINGS TO BE RAISED OR LOWERED TO FINISHED GRADE AS DIRECTED. (I.E. CATCH BASIN CASTINGS, MANHOLE CASTINGS, VALVE BOXES, HYDRANTS, ETC.)
  - PROVIDE 18" VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWERS, AND 18" VERTICAL SEPARATION BETWEEN WATER MAINS AND STORM WATER DRAINS.
  - PROVIDE 10" HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWERS AND 10" HORIZONTAL SEPARATION BETWEEN WATER MAINS AND STORM WATER DRAINS.
  - CONNECTIONS TO EXISTING SEWER MANHOLES SHALL BE RECONSTRUCTED AS REQUIRED WITH 4" DIAMETER PRECAST RISERS WITH ROOF SLAB AND THREE (3) FOOT DIAMETER OPENING.
  - ALL TRENCHES SHALL BE BACKFILLED TO PAVEMENT SUBBASE WITH CONTROLLED DENSITY BACKFILL MATERIAL, AS DIRECTED.
  - SANITARY SEWER PIPE SHALL BE MINIMUM 8" DIAMETER, CLASS 52 CEMENT LINED DUCTILE IRON PIPE.
  - SANITARY SEWER FITTINGS SHALL BE MINIMUM 8" DIAMETER, CLASS 52 CEMENT LINED DUCTILE IRON MECHANICAL JOINT COMPACT FITTINGS.



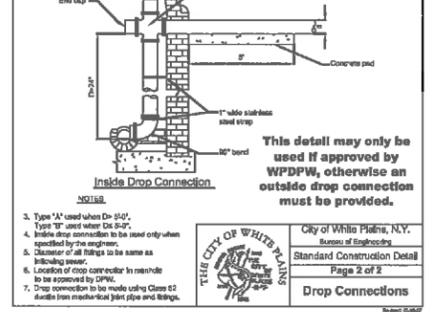
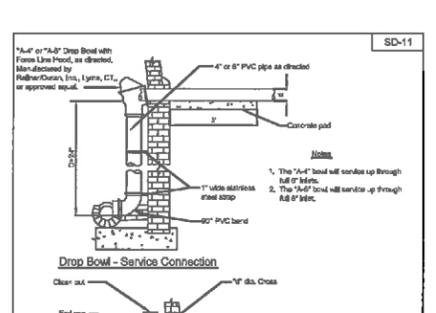
**TRENCH BEDDING IN SOFT OR YIELDING SOIL CONDITIONS (NTS)**



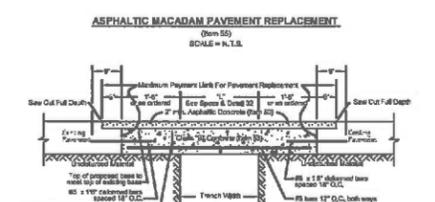
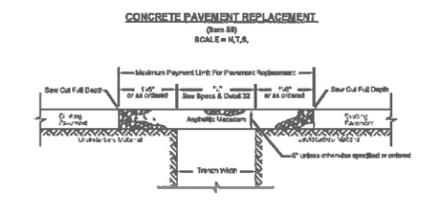
**City of White Plains, N.Y. Bureau of Engineering Standard Construction Detail Sanitary Sewer Service to Main Connection**



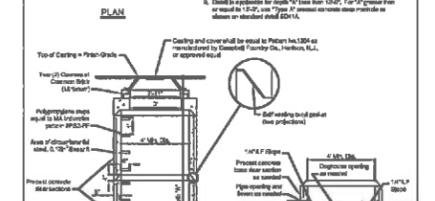
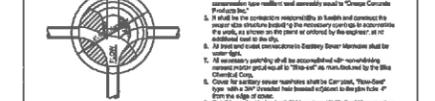
**City of White Plains, N.Y. Bureau of Engineering Standard Construction Detail Drop Connections**



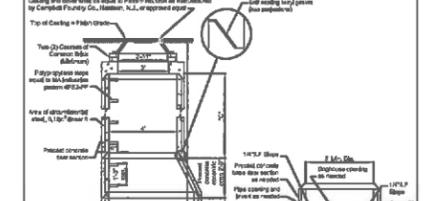
**City of White Plains, N.Y. Bureau of Engineering Standard Construction Detail Drop Connections**



**City of White Plains, N.Y. Bureau of Engineering Standard Construction Detail Pavement Replacement**



**City of White Plains, N.Y. Bureau of Engineering Standard Construction Detail Type 'A' Manhole (Precast Concrete)**



**City of White Plains, N.Y. Bureau of Engineering Standard Construction Detail Type 'A' Deep Manhole (Precast Concrete)**

- PRESSURE AND LEAKAGE TESTING:**
- GRAVITY SEWERS**
- ALL TESTS SHALL BE CONDUCTED UNDER THE SUPERVISION OF THE ENGINEER.
  - SEWERS MAY BE TESTED EITHER HYDROSTATICALLY USING AN INFILTRATION TEST OR WITH A LOW PRESSURE TEST.
  - LEAKAGE (EXFILTRATION/INFILTRATION) SHALL NOT EXCEED 100 GALLONS PER MILE OF PIPE PER DAY PER INCH OF NOMINAL PIPE DIAMETER.
  - CALCULATIONS CLEARLY INDICATING COMPLIANCE ARE REQUIRED. LOW-PRESSURE AIR TESTS MUST CONFORM TO MYSDEC PAMPHLET TP-15 (4/19/89).
- FORCE MAINS**
- ALL TESTS SHALL BE CONDUCTED UNDER THE SUPERVISION OF THE ENGINEER.
  - PRESSURE TESTS SHALL BE MADE AFTER COMPLETION OF BACKFILLING OPERATIONS AND AT LEAST 36 HOURS AFTER ANY CONCRETE THROST BLOCKS HAVE BEEN CAST.
  - THE TEST MUST BE HYDROSTATIC. THE ALLOWABLE LEAKAGE SHALL BE CALCULATED USING ANNA STANDARD CROD.
  - TEST PRESSURE SHALL BE AT LEAST 100 PSI OR 1-1/2 TIMES THE MAXIMUM SYSTEM OPERATING PRESSURE, WHICHEVER IS GREATER.
  - THE DURATION OF THE TEST SHALL BE TWO (2) HOURS.
- MANHOLES**
- BOTH VACUUM TESTING AND HYDROSTATIC TESTING ARE ACCEPTABLE. IF A MANHOLE FAILS A VACUUM TEST, AFTER REPAIR IT MUST BE TESTED HYDROSTATICALLY. VACUUM TESTING MUST CONFORM TO MYSDEC TP-15 (4/19/89).

**WCDOH NOTIFICATION:**

THE WCDOH AND THE CITY OF WHITE PLAINS MUST BE NOTIFIED FORTY (40) HOURS PRIOR TO ANY TESTING OF WATER AND/OR SEWER MAIN.

**REFERENCES:**

ALL TESTING SHALL BE PERFORMED IN ACCORDANCE WITH MYSDEC TECHNICAL INFORMATION PAMPHLET No. 15 DATED APRIL 19, 1989. ASTM C-828 FOR CLAY PIPE, ASTM C-524 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE.

**Sanitary Sewer Standard Construction Details**

Drawing Name: P:\P\PROJECTS\CONSTRUCTION\INDUSTRIAL\DWG\SD-37-SD-42.dwg - SANITARY STANDARDS 6-2007.dwg

Unauthorized Alteration or Addition to this Plan is a Violation of Section 7209(2) of the New York State Education Law. Copies of this Map Not Having the Seal of the Engineer Shall Not Be Valid.

