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SPECIAL PERMIT APPLICATION

For

Kurt and Aviva Will
South Branch Farm LLC
40 Viets Road
Sandisfield, MA 01255

Tax Map 44, Lot 45.2

Dated: November 21, 2023

List of Exhibits

Will Application for Special Permit
South Branch Farm LLC
40 Viets Road, Sandisfield

- Exhibit A: MassGIS Map
- Exhibit B: Crisp Architect Plans (9 pages)
- Exhibit C: Existing Conditions Plan, L-102, dated February 28, 2023
by Greylock Design Associates
- Exhibit D: Google Earth close-up of existing house
- Exhibit E: Plan entitled Will Residence Existing v. Proposed dated November 14, 2023
by Greylock Design Associates
- Exhibit F: Detail of GDA Plan

PROJECT NARRATIVE

1. Project Description

Kurt and Aviva Will are renovating and enlarging their house in Sandisfield, and require a Special Permit from this Board to increase an existing nonconformity involving the front setback.

The subject property is located on the west side of Viets Road, and is identified as Tax Map 414, Lot 45.2. The record owner is South Branch Farm LLC by deed recorded in the Berkshire Southern District Registry of Deeds in Book 2392, Page 19. The property is 5.02 acres in area. The project is not in the jurisdiction of the Wetlands Protection Act or other such regulations. See Exhibit A, MassGIS Map

The property is improved with an existing house and detached garage. The property and existing house comply with Sandisfield zoning requirements in all respects except the front setback of 30'. A small portion of the house and porch project into the front setback a distance of approximately 4.5 feet.

The Wills are requesting permission from the Select Board to replace the small portion of the existing house and porch with new construction on the existing, and to add an unenclosed porch along the front of the house. The new porch would extend an additional nine feet into the setback. See Exhibit B, Crisp Architect Plans.

The remainder of their planned renovation of the existing house conforms in all respects to zoning and does not require any permit from this Board. The construction will require an expansion of the existing subsurface sewage disposal facility.

2. Applicable Zoning

As stated above, the Wills' existing house conforms to the current dimensional requirements of the Bylaw in all respects except for the small portion of the house and porch that extend approximately four and a half feet into the front setback.¹ The Bylaw requirements and the existing and proposed conditions are as follows:

¹ The house is not parallel to the property line, and thus the distance from existing house and porch ranges from 26'1" (3'9" into the setback) to 25'1" (4'9" into the setback).

| DIMENSIONAL REQUIREMENT | | EXISTING CONDITION/ STRUCTURE | PROPOSED CONDITION/ STRUCTURE |
|-------------------------|--------|----------------------------------|----------------------------------|
| Minimum Lot Size | 1 acre | 5.020 acres | No change |
| Frontage | 200' | 333.95' | No change |
| Minimum Lot Depth | 150' | 608.4' | No change |
| Front Setback | 30' | 25.1' to 26.1' | 16.1' to 17.1' |
| Rear Setback | 30' | 30' | No change |
| Side Setback | 30' | 30' | No change |

See Exhibit C, Existing Conditions Plan, L-102, dated February 28, 2023 by Greylock Design Associates; Exhibit D, Google Earth close-up of existing house; Exhibit E, Plan entitled Will Residence Existing v. Proposed dated November 14, 2023 by Greylock Design Associates (“GDA Plan”); and Exhibit F, Detail of GDA Plan.

Those portions of the house and porch that extend into the front setback are protected pre-existing nonconformities as they have existed more than 10 years. See M.G.L. c. 40A, §7 (structures in existence for a period of at least 10 years shall be deemed, for zoning purposes, to be legally non-conforming structures subject to section 6 and any local ordinance or by-law relating to non-conforming structures).

A. The State Zoning Act Governs Changes to Pre-Existing Nonconforming Structures

Changes to pre-existing nonconforming single-family structures are governed by the Zoning Act, M.G.L. c. 40A, §6. Local zoning bylaws must provide the minimal protections set forth in Chapter 40A, §6. Local bylaws can be more lenient, but cannot be stricter, than the statute:

General Laws c. 40A, § 6, however, creates a statutory requirement that “sets the floor” throughout the Commonwealth for the appropriate protections from local zoning bylaws to be afforded properties and structures protected under that statute. See Rourke v. Rothman, 448 Mass. 190, 191 n.5, 859 N.E.2d 821 (2007). As such, the statute prescribes “the minimum of tolerance that must be accorded to nonconforming uses.” (citation omitted). See id. A municipality's bylaws may not afford fewer protections to preexisting nonconforming structures or uses than does the governing statute. See, e.g., Schiffenhaus v. Kline, 79 Mass. App. Ct. 600, 605, 947 N.E.2d 1133 (2011), quoting Planning Bd. of Reading v. Board of Appeals of Reading, 333 Mass. 657, 660, 132 N.E.2d 386 (1956) (“It is axiomatic that ‘[a] by-law cannot conflict with the statute’ ”).

Bellalta v. Zoning Bd. of Appeals of Brookline, 481 Mass. 372, 386 (2019); see also *Gale v. Zoning Bd. of Appeals of Gloucester*, 80 Mass. App. Ct. 331, 337 (2011).²

The Sandisfield Zoning Bylaw complies in this respect with the minimum standards dictated by the Zoning Act. The Bylaw provides, in relevant part, that “[p]re-existing nonconforming structures or uses may be extended, alter[ed], or change to another nonconforming use by special permit from the Board of Selectmen provided that the Board finds that such change, extension, or alteration shall not be substantially more detrimental than the existing nonconforming use to the neighborhood.” Bylaw, Section 5(b).

B. The Zoning Act and the Sandisfield Zoning Bylaw Include an Exception for Certain Changes to Pre-Existing Nonconforming Residences

The portion of Section 6 of the Zoning Act that governs changes to pre-existing nonconforming single-family is known as the “second except clause.” The Sandisfield Zoning Bylaw, Section 5, mirrors the requirements of the Zoning Act. The Zoning Act includes a special exception from zoning changes for single- and two-family residences:

Except as hereinafter provided, a zoning ordinance or by-law shall not apply to structures or uses lawfully in existence or lawfully begun, ... but shall apply to any change or substantial extension of such use, ... to any reconstruction, extension or structural change of such structure and ... to provide for its use for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent except where alteration, reconstruction, extension or structural change to a single or two-family residential structure does not increase the nonconforming nature of said structure. Pre-existing nonconforming structures or uses may be extended or altered, provided, that no such extension or alteration shall be permitted unless there is a finding by the permit granting authority or by the special permit granting authority designated by ordinance or by-law that such change, extension or alteration

² See also *160 Moulton Drive LLC v. Shaffer*, 22 LCR 555, 562 (2020) (Foster, J.) (finding that bylaw provision which arguably would have imposed additional criteria for modifying pre-existing nonconforming structure were reasonably interpreted as not intended to apply, as it would have imposed restrictions beyond those provided by § 6); *Gottfried v. Betron*, 25 LCR 1, 11 n.19 (2017) (Piper, J.) (“The local bylaw may grant greater indulgence than the minimum required under G. L. c. 40A, § 6 In other words, § 6 only controls when a bylaw creates more onerous restrictions on non-conforming uses and structures than § 6.”)

shall not be substantially more detrimental than the existing nonconforming [structure or³] use to the neighborhood”

M.G.L. c. 40A, §6 (emphasis added).

Massachusetts courts have established standards for the application of the Section 6 framework.

i. First Required Finding by the Select Board

Under the Section 6 framework, the “second except clause” requires the special permit granting authority (in Sandisfield, the Select Board) to make:

[A]n initial determination whether a proposed alteration of or addition to a nonconforming structure would ‘increase the nonconforming nature of said structure. This initial determination requires the permitting authority to “identify the particular respect or respects in which the existing structure does not conform to the requirements of the present by-law and then determine whether the proposed alteration or addition would intensify the existing nonconformities or result in additional ones.

Bellalta v. Zoning Bd. of Appeals of Brookline, 481 Mass. 372, 380 (2019)(internal citations omitted), citing *Willard v. Zoning Bd. of Appeals of Orleans*, 25 Mass. App. Ct. 15 (1987).

The “second except clause” “is directed to differentiating between those changes to nonconforming residential structures that may be made as of right, and those that require a finding of no substantial detriment under the second sentence of [G. L. c. 40A] § 6. *Bellalta v. Zoning Bd. of Appeals of Brookline*, 481 Mass. 372, 381 (2019), quoting *Deadrick v. Zoning Bd. of Appeals of Chatham*, 85 Mass. App. Ct. 539, 550 (2014). Only if a modification, extension, or reconstruction of a single- or two-family house would increase the nonconforming nature of said structure must it be submitted for a determination by the board of the question whether it is ‘substantially more detrimental than the existing nonconforming use’ pursuant to the sentence that follows the second except clause G. L. c. 40A, § 6. *Bellalta v. Zoning Bd. of Appeals of Brookline*, 481 Mass. 372, 381 (2019).

Since the reconstruction of the house in the same footprint as the existing house and porch does not increase the nonconforming nature of the structure (i.e., is no closer to the street than the existing structure), no special permit should be required for this work:

Concerns over the making of small-scale alterations, extensions, or structural changes to a preexisting house are illusory. Examples of such improvements could include the addition of a dormer; the addition, or enclosure, of a porch or sunroom; the addition of a one-story garage for no

³ The words “structure or” were inserted by courts.

more than two motor vehicles; the conversion of a one-story garage for one motor vehicle to a one-story garage for two motor vehicles; and the addition of small-scale, proportional storage structures, such as sheds used to store gardening and lawn equipment, or sheds used to house swimming pool heaters and equipment. Because of their small-scale nature, the improvements mentioned could not reasonably be found to increase the nonconforming nature of a structure, and we conclude, as matter of law, that they would not constitute intensifications.

Bjorklund v. Zoning Bd. of Appeals of Norwell, 450 Mass. 357, 362–63 (2008) (footnotes omitted).

Thus, while the reconstruction of the existing structure should not require a special permit, the addition of the new porch would require such a permit.

ii. Second Required Finding by the Select Board

If the Select Board determines that the proposed alteration or addition – the new porch - would intensify the existing nonconformities, the Select Board must make a second finding, that is whether the proposed modification would be substantially more detrimental to the neighborhood than the existing nonconforming structure. M.G.L. c. 40A §6; *Bellalta v. Zoning Bd. of Appeals of Brookline*, 481 Mass. 372, 381 (2019); *Willard* at 21.

The requested reconstruction and minor change to the porch could not reasonably be considered substantially more detrimental. As addressed below, the proposed changes are not - by any measure - detrimental to the abutters, to the area, or to the town.

C. Application of 40A §6 to the Proposed Construction

In considering the impact of the proposed work, it is necessary first to review the status and condition of Viets Road and the potentially-impacted properties.

Viets Road in the relevant location is a dirt road that is not maintained by the Town. The road is rough to the north of the Will property and it is worse to the south. In that direction, the road is no longer passable. There is quite literally no through traffic on Viets Road.

The Board previously raised a question as to the potential impact of the proposed structure on any theoretical future maintenance of the road. Even if the Town were to begin maintaining Viets Road, the proposed structure would have no impact whatsoever. The traveled way is located on the far side of the Town layout. Even if the Town decided to make a sizable investment in this unused road by expanding the width of the traveled way, there could still be more than 30 feet between the closest sideline of the road and the proposed porch. Moreover, the Bylaw does permit structures in the setback without concern about interfering with the use of roads. Specifically, the Bylaw permits fences to be located along the actual street sideline to a height of 10 feet. Bylaw, Section 8(d)(2).

In terms of other impacts, there would be no impact whatsoever on abutting properties. The surrounding area is mostly wooded, except for areas that are farmed. There are no houses in the vicinity of the Will house. See Exhibit A (MassGIS map). Moreover, the property on the far side of the road is also owned by the Will limited liability company, South Branch Farm LLC, as well as the property directly to the south of the parcel in question. As the owner of the subject property also owns the property across the road, there would be no detriment to or complaint from the owner of that property as a result of the proposed work. Moreover, as the owners' septic leach field is on the property across the road, the owner would have no incentive to sell this parcel.

As the Will house is served by a private well and subsurface sewage disposal system, the proposed work will not create any burden or expense for the Town. To the contrary, the improvement of the existing house while maintaining the architectural vernacular by including a front porch will only benefit the Town as the assessed value of the house, and thus the real property tax paid to the Town, will increase.

The proposed work will be an unqualified benefit, and will not create any additional congestion, light, noise, or other negative impact on the abutters, neighborhood, or Town.

**Effect on Unrelated Applications for Extension of
Pre-existing Nonconforming Structure Further Into Setback**

The grant of this requested Special Permit would not set a negative precedent in the Town of Sandisfield. Each property, each house, and each requested relief is distinct. This Board will never be requested to consider an application with identical facts to those set forth in the Will application.

Each such future application must be considered in light of the facts particular to the property, the structure, and the relief requested – as well as whether the project would be “substantially more detrimental” to the neighborhood. This Board, as Special Permit Granting Authority, has discretion to make certain findings, but that discretion must be exercised in the context of the law of this Commonwealth and the Zoning Bylaw of the Town. Town boards are not permitted to create and apply a rule that no such application will ever be granted.

As demonstrated, the proposed reconstruction of the small portion of the structure already in the front setback, and the addition of a porch further into the front setback, is permissible by law and could not be considered substantially more detrimental to the neighborhood than the existing nonconformity.

Conclusion

The Select Board is respectfully requested to grant a Special Permit (1) authorizing the alteration of the pre-existing nonconforming house located at 40 Viets Road to permit the addition of a front porch extending an additional nine feet into the front setback, and (2)

making a finding that no special permit is required for the reconstruction of the existing structure on the same footprint. If the Select Board does not determine that no special permit is needed for the reconstruction on the same footprint, then the Board is requested to grant a Special Permit both for the reconstruction of the existing structure and the addition of the new porch.

Respectfully submitted,

/s/ Alexandra H. Glover

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Lazan Glover & Puciloski, LLP
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Great Barrington, MA 01230
(413) 644-0200
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EXHIBIT A

MassGIS – 40 Viets Road, Sandisfield



250093

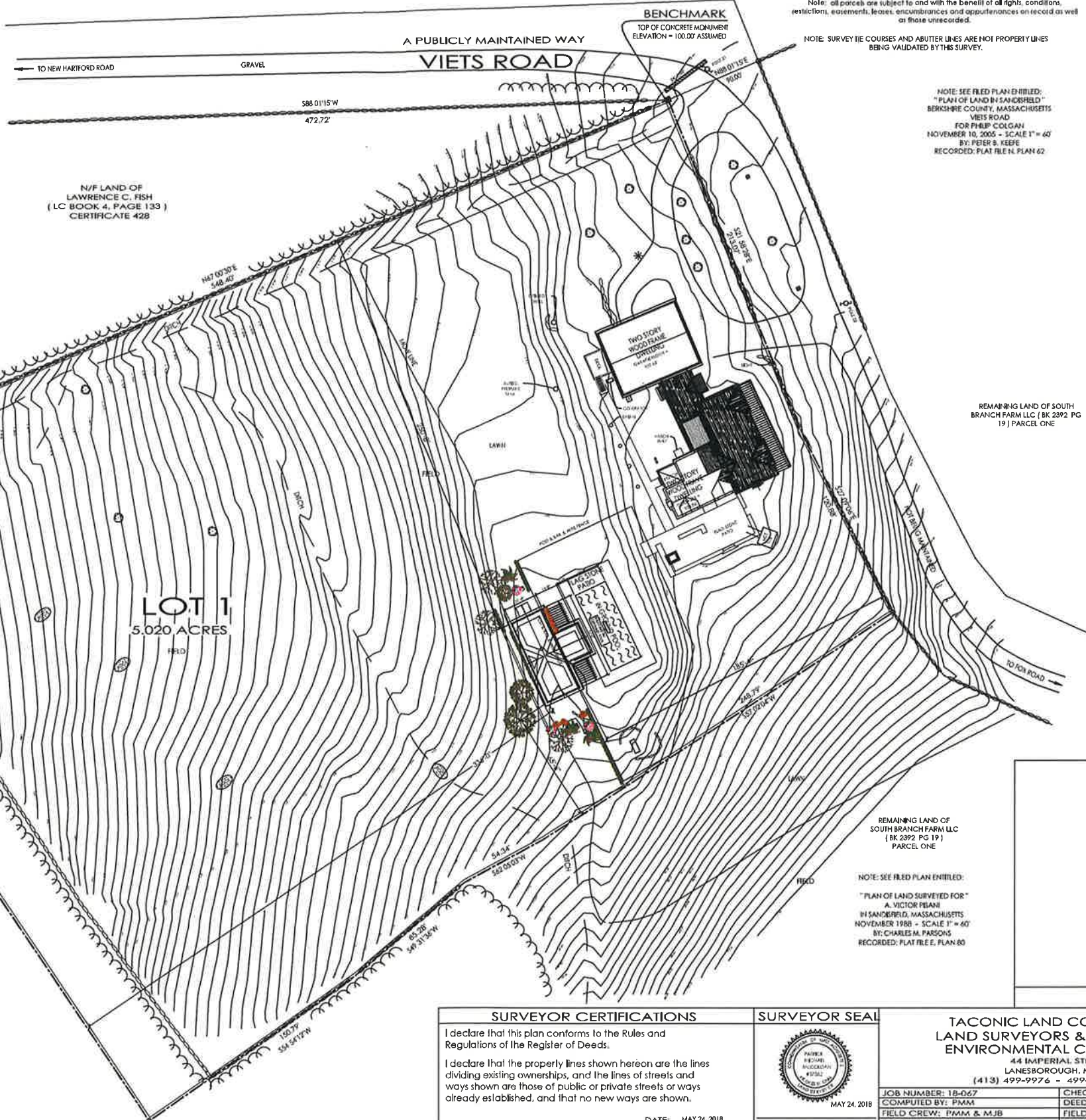
EXHIBIT B

TOPOGRAPHIC SURVEY
OF LAND
in
SANDISFIELD, MASSACHUSETTS
Prepared for
SOUTH BRANCH FARM LLC
May 24, 2018

BEING A PORTION OF THAT LAND DESCRIBED IN
SOUTHERN BERKSHIRE REGISTRY OF DEEDS:

LOT 1
IS A PORTION OF PARCEL ONE
BOOK: 2392 PAGE: 19
GRANTOR: Jason E. Pisani
GRANTEE: South Branch Farm, LLC
DATED: November 23, 2016

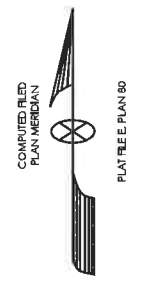
TAX MAP INFORMATION
LOT 1 IS TAX MAP 414, LOT 452
LOT 1 IS KNOWN AS 40 VIETS ROAD



Note: all parcels are subject to and with the benefit of all rights, conditions, restrictions, easements, leases, encumbrances and appearances on record as well as those unrecorded.
NOTE: SURVEY TIE COURSES AND ABUTTER LINES ARE NOT PROPERTY LINES BEING VALIDATED BY THIS SURVEY.

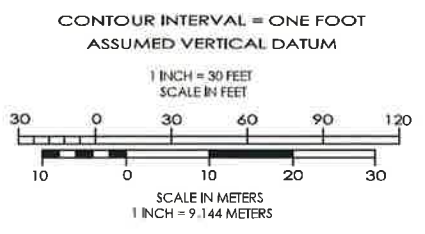
NOTE: SEE FILED PLAN ENTITLED:
"PLAN OF LAND IN SANDISFIELD"
BERKSHIRE COUNTY, MASSACHUSETTS
VIETS ROAD
FOR PHILIP COLGAN
NOVEMBER 10, 2005 - SCALE 1" = 40'
BY: PETER B. KEEFE
RECORDED: PLAT FILE N, PLAN 62

REGISTRY USE



REMAINING LAND OF SOUTH BRANCH FARM LLC (BK 2392 PG 19) PARCEL ONE

| LEGEND | |
|--------|------------------------------|
| ○ | IRON PIPE SET OR TO BE SET |
| ⊙ | IRON PIPE FOUND |
| ⊖ | FIELD STONE WALL FOUND |
| ⊗ | REMAINS OF FENCE FOUND |
| ■ | MONUMENT FOUND |
| — | OUTLINES PERIMETER OF SURVEY |
| ⊙ | UNMONUMENTED COMPUTED POINT |
| NTS | NOT TO SCALE |
| — | SURVEY TIE COURSE |
| — | ABUTTER LINE OR STREET LINE |
| ⊙ | UTILITY POLE |
| N/F | NOW OR FORMERLY |



REMAINING LAND OF SOUTH BRANCH FARM LLC (BK 2392 PG 19) PARCEL ONE

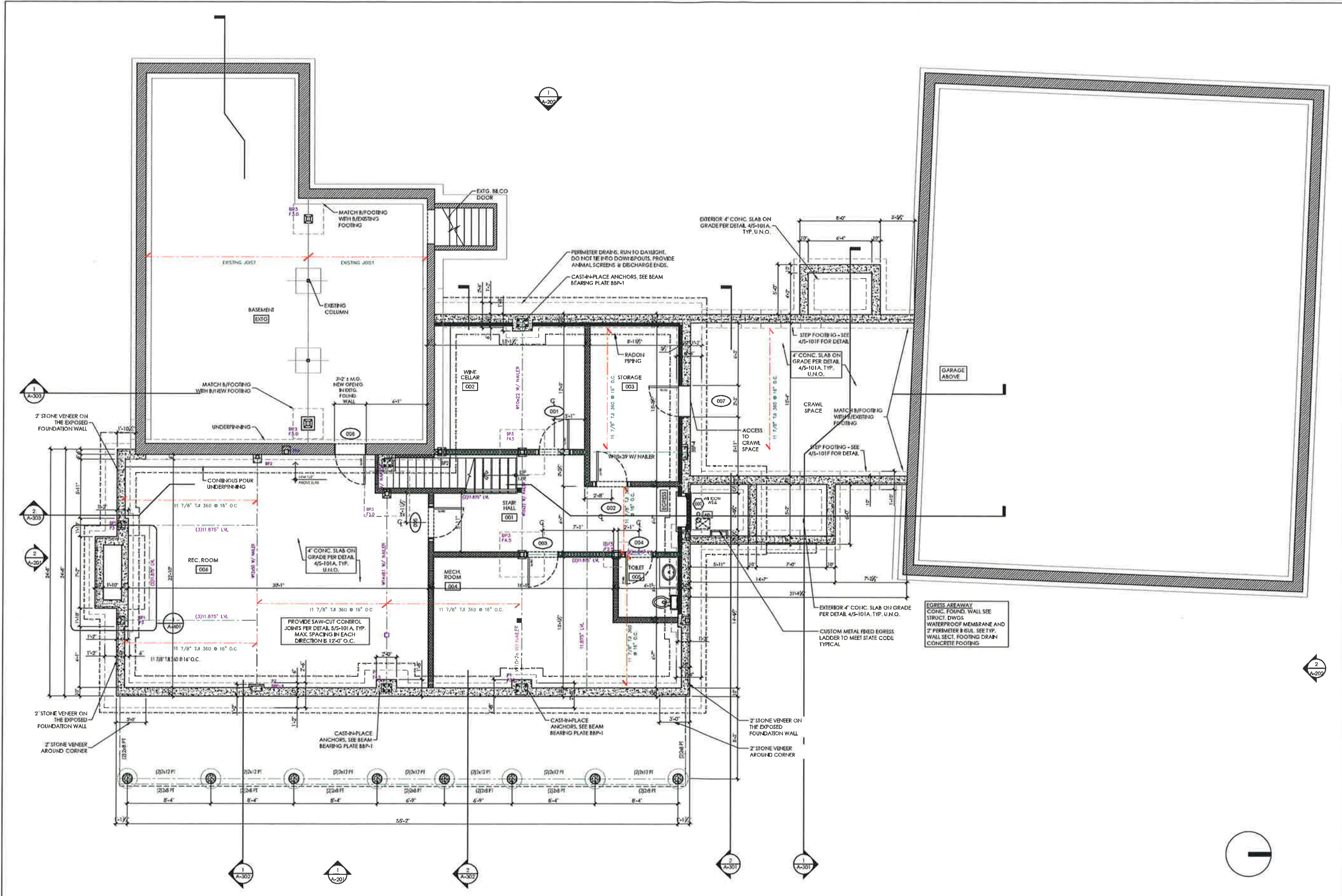
REMAINING LAND OF SOUTH BRANCH FARM LLC (BK 2392 PG 19) PARCEL ONE
NOTE: SEE FILED PLAN ENTITLED:
"PLAN OF LAND SURVEYED FOR"
A. VICTOR PLANN
IN SANDISFIELD, MASSACHUSETTS
NOVEMBER 1988 - SCALE 1" = 40'
BY: CHARLES M. PARSONS
RECORDED: PLAT FILE E, PLAN 80

| SURVEYOR CERTIFICATIONS | SURVEYOR SEAL | TACONIC LAND CONSULTANTS LAND SURVEYORS & GEOLOGISTS ENVIRONMENTAL CONSULTANTS |
|--|--|--|
| I declare that this plan conforms to the Rules and Regulations of the Register of Deeds. I declare that the property lines shown hereon are the lines dividing existing ownerships, and the lines of streets and ways shown are those of public or private streets or ways already established, and that no new ways are shown. DATE: MAY 24, 2018 MASSACHUSETTS LICENSED LAND SURVEYOR | MAY 24, 2018 MASSACHUSETTS LICENSED LAND SURVEYOR | 44 IMPERIAL STREET LANESBOROUGH, MA 01237 (413) 499-9976 - 499-1512 FAX JOB NUMBER: 18-067 COMPUTED BY: PMM FIELD CREW: PMM & MJB DRAFTED BY: PMM EQUIPMENT USED: TOPCON GPT 8203A - 3" ROBOTIC TOTAL STATION CHECKED BY: PMM DEED RESEARCH BY: PMM FIELD NOTE BOOK: JOB FOLDER DATA DISK: 18-067 |

LOCUS MAP

| | | |
|---|-----------------------------|-------------------------|
| WILL RESIDENCE 40 VIETS ROAD, SANDISFIELD, MA 01255 | | |
| SEAL | DATE: 5/26/2023 | |
| CRISP ARCHITECTS JAMES M. CRISP, AIA 16 Washington Avenue Wilbraham, MA 01254 PH: (413) 877-8256 crisp@crisparchitects.com | DRAWN BY: RH CHECKED BY: | |
| REVISIONS | | |
| # | DATE | REASON |
| 1 | 05/21/23 | BUILDING DEPARTMENT SET |
| SITE PLAN | | NOT FOR CONSTRUCTION |
| DRAWING: T002 | | |

SEPARABILITY AND LIMITED LIABILITY AGREEMENT: THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT AND PROJECT MANAGER, AND THEIR AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIM, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF PERFORMANCE OF THE WORK, WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR'S NEGLIGENCE, ACT OR OMISSION, OR THAT OF A SUBCONTRACTOR, OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ACT, THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE FOR AGREEMENT TO INDEMNIFY AND HOLD HARMLESS IS NOT APPLICABLE TO LIABILITY OF THE ARCHITECT AND PROJECT MANAGER, OR THAT OF THE ARCHITECTS OR PROJECT MANAGER AGENTS OR EMPLOYEES, ARISING OUT OF THE PREPARATION OR APPROVAL OF REPORTS, OPINIONS, SURVEYS, MAPS, DRAWINGS, DESIGN, OR SPECIFICATIONS.



WILL RESIDENCE
 40 VIETS ROAD,
 SANDISFIELD, MA 01255

CRISP
 ARCHITECTS

HANS M. CRISP, AIA
 16 Washington Avenue, Millbrook, NY 12545
 PH: (845) 877-9254 crisp@crisparchitects.com

DATE: 3/26/2023

REVISIONS
 # DATE REASON
 1 08/17/16 BUILDING DEPARTMENT SET

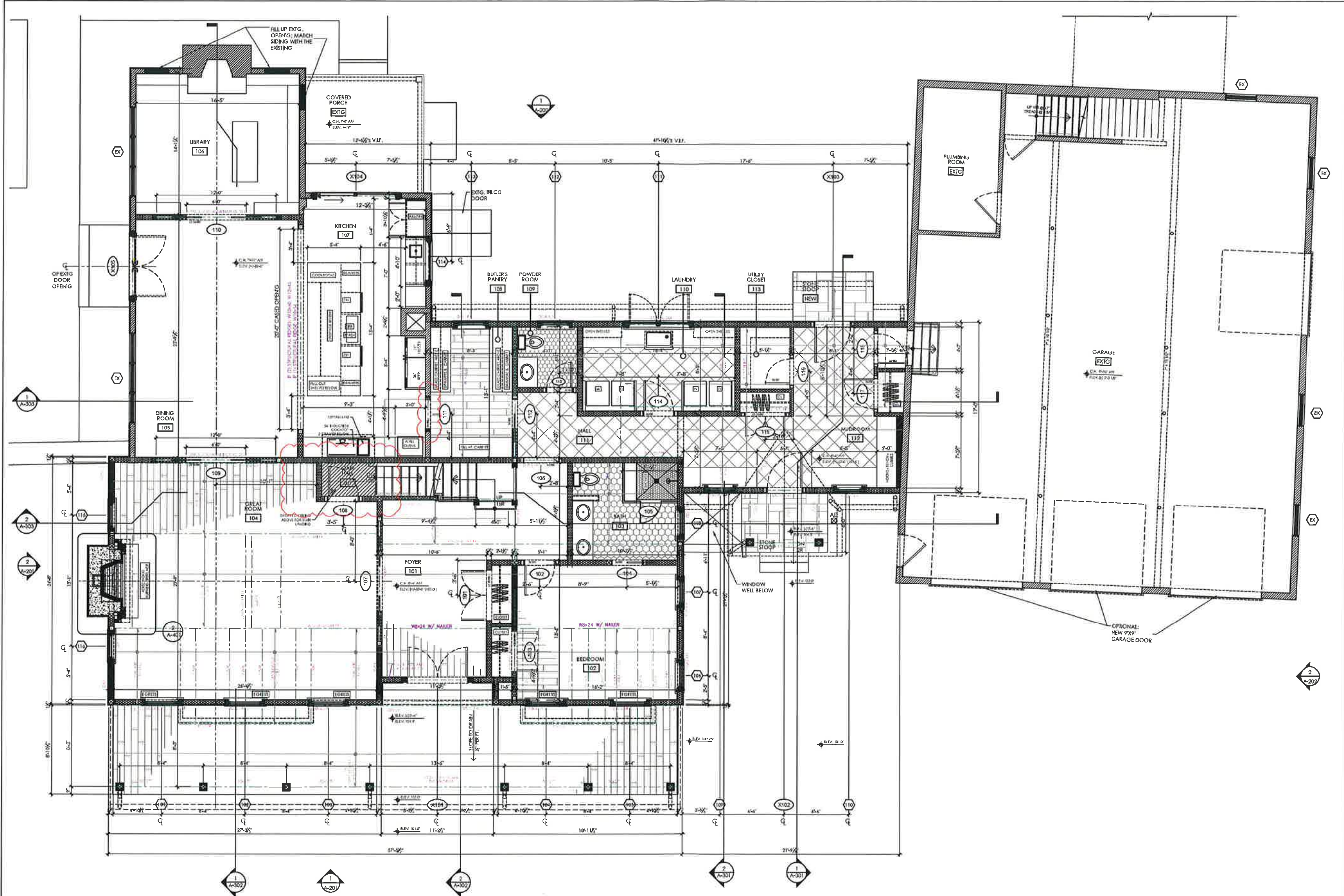
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 CHECKED BY:

PROPOSED
 BASEMENT
 FLOOR PLAN

NOT FOR CONSTRUCTION

DRAWING:
A100

INDENTURE AND HOLD HARMLESS AGREEMENT: THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT AND PROJECT MANAGER, AND THEIR AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIM, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF PERFORMANCE OF THE WORK, WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR'S NEGLIGENCE, ACT OR OMISSION, OR THAT OF A SUBCONTRACTOR, OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ARE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE. THIS AGREEMENT TO INDEMNIFY AND HOLD HARMLESS IS NOT AFFILIABLE TO LIABILITY OF THE ARCHITECT AND PROJECT MANAGER, OR THAT OF THE ARCHITECTS OR PROJECT MANAGER AGENTS OR EMPLOYEES, ARISING OUT OF THE PREPARATION OR APPROVAL OF REPORTS, OPINIONS, SURVEYS, MAPS, DRAWINGS, DESIGN, OR SPECIFICATIONS.



WILL RESIDENCE
 40 VIETS ROAD,
 SANDSFIELD, MA 01255

SEAL

CRISP
 ARCHITECTS
 JAMES M. CRISP, AIA
 18 Washington Avenue Millisboro, NY 12545
 PH: (845) 677-9254 crisp@crisparchitects.com

DATE: 5/26/2023

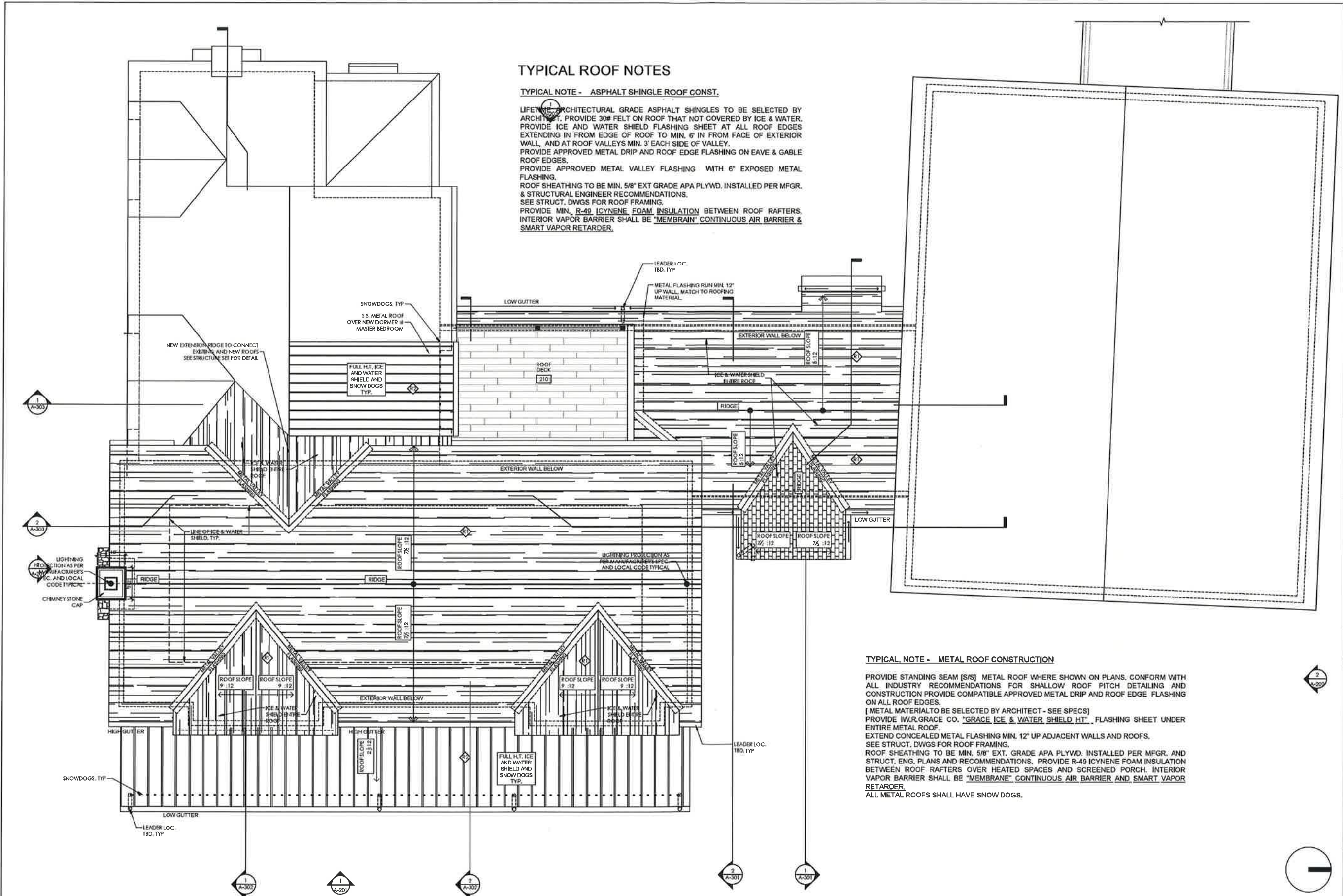
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REVISIONS
 # DATE REASON
 1 05/27/23 BUILDING DEPARTMENT SET

PROPOSED
 FIRST FLOOR PLAN
 NOT FOR CONSTRUCTION

DRAWING:
A-101

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT AND PROJECT MANAGER, AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES ARISING OUT OF PERFORMANCE OF THE WORK, WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR'S NEGLIGENCE OR OMISSION, OR THAT OF A SUBCONTRACTOR, OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ARE RESPONSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.



TYPICAL ROOF NOTES

TYPICAL NOTE - ASPHALT SHINGLE ROOF CONST.

LIFETIME ARCHITECTURAL GRADE ASPHALT SHINGLES TO BE SELECTED BY ARCHITECT. PROVIDE 30# FELT ON ROOF THAT NOT COVERED BY ICE & WATER. PROVIDE ICE AND WATER SHIELD FLASHING SHEET AT ALL ROOF EDGES EXTENDING IN FROM EDGE OF ROOF TO MIN. 6" IN FROM FACE OF EXTERIOR WALL, AND AT ROOF VALLEYS MIN. 3" EACH SIDE OF VALLEY. PROVIDE APPROVED METAL DRIP AND ROOF EDGE FLASHING ON EAVE & GABLE ROOF EDGES. PROVIDE APPROVED METAL VALLEY FLASHING WITH 6" EXPOSED METAL FLASHING. ROOF SHEATHING TO BE MIN. 5/8" EXT. GRADE APA PLYWD. INSTALLED PER MFRG. & STRUCTURAL ENGINEER RECOMMENDATIONS. SEE STRUCT. DWGS FOR ROOF FRAMING. PROVIDE MIN. R-49 ICYNENE FOAM INSULATION BETWEEN ROOF RAFTERS. INTERIOR VAPOR BARRIER SHALL BE "MEMBRAN" CONTINUOUS AIR BARRIER & SMART VAPOR RETARDER.

TYPICAL NOTE - METAL ROOF CONSTRUCTION

PROVIDE STANDING SEAM [S/S] METAL ROOF WHERE SHOWN ON PLANS. CONFORM WITH ALL INDUSTRY RECOMMENDATIONS FOR SHALLOW ROOF PITCH DETAILING AND CONSTRUCTION PROVIDE COMPATIBLE APPROVED METAL DRIP AND ROOF EDGE FLASHING ON ALL ROOF EDGES. [METAL MATERIAL TO BE SELECTED BY ARCHITECT - SEE SPECS] PROVIDE IN.R.GRACE CO. "GRACE ICE & WATER SHIELD HT" FLASHING SHEET UNDER ENTIRE METAL ROOF. EXTEND CONCEALED METAL FLASHING MIN. 12" UP ADJACENT WALLS AND ROOFS. SEE STRUCT. DWGS FOR ROOF FRAMING. ROOF SHEATHING TO BE MIN. 5/8" EXT. GRADE APA PLYWD. INSTALLED PER MFRG. AND STRUCT. ENG. PLANS AND RECOMMENDATIONS. PROVIDE R-49 ICYNENE FOAM INSULATION BETWEEN ROOF RAFTERS OVER HEATED SPACES AND SCREENED PORCH. INTERIOR VAPOR BARRIER SHALL BE "MEMBRANE" CONTINUOUS AIR BARRIER AND SMART VAPOR RETARDER. ALL METAL ROOFS SHALL HAVE SNOW DOGS.

WILL RESIDENCE
40 VIETS ROAD,
SANDSFIELD, MA 01255

SEAL

CRISP
ARCHITECTS

JAMES M. CRISP, AIA
16 Washington Avenue Millbrook, NY 12545
PH: (845) 677-8256 crisp@crisparchitects.com

DATE: 5/26/2023

REASON: BUILDING DEPARTMENT SET

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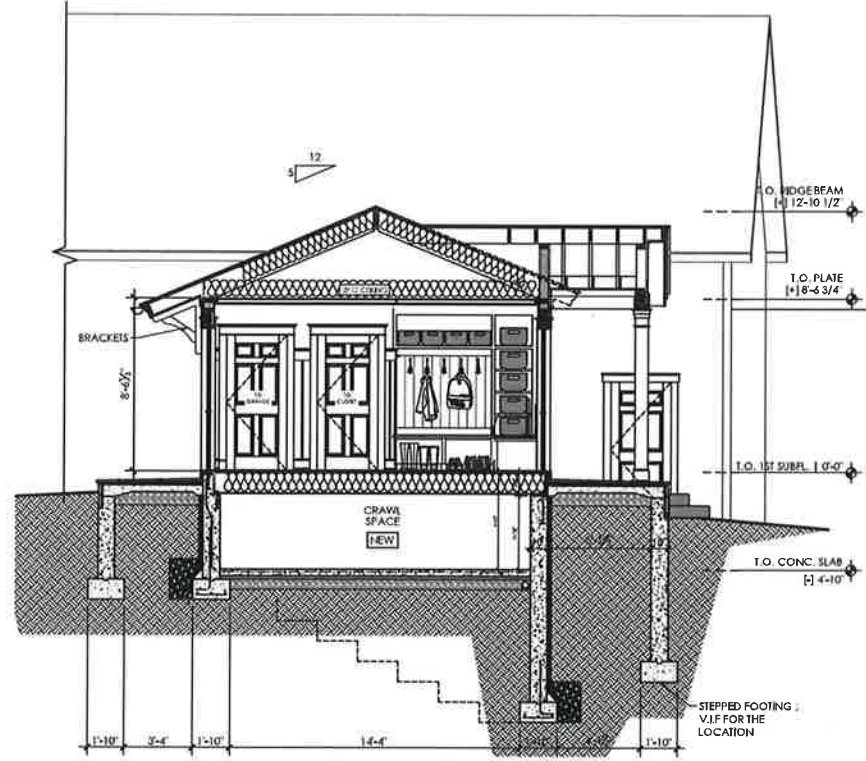
CHECKED BY:

PROPOSED
ROOF PLAN

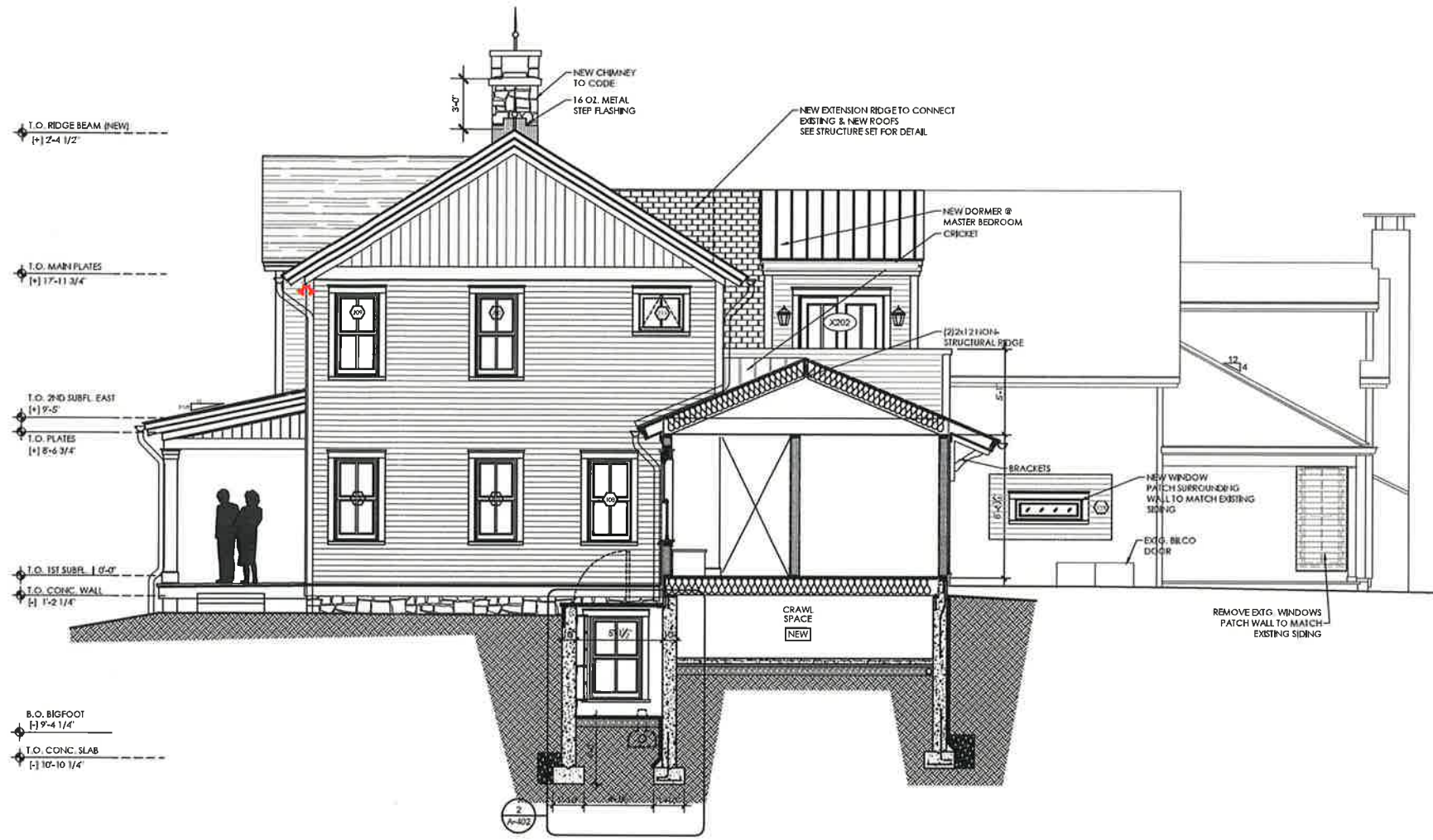
NOT FOR CONSTRUCTION

DRAWING: **A-103**

WARRANTY AND LIMITED LIABILITY AGREEMENT: THE CONTRACTOR AGREES TO REMAIN AND HOLD HARMLESS THE OWNER, ARCHITECT AND PROJECT MANAGER, AND THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF PERFORMANCE OF THE WORK, WHICH ARE (1) FOR BODILY INJURY, BLINDNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR'S NEGLIGENCE OR OTHERWISE OR THAT OF A SUBCONTRACTOR OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ACT, THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE. THE AGREEMENT TO INDEMNIFY AND HOLD HARMLESS IS NOT APPLICABLE TO LIABILITY OF THE ARCHITECT AND PROJECT MANAGER, OR THAT OF THE ARCHITECTS OR PROJECT MANAGER AGENTS OR EMPLOYEES, ARISING OUT OF THE PREPARATION OR APPROVAL OF REPORTS, OPINIONS, SURVEYS, MAPS, DRAWINGS, DESIGN, OR SPECIFICATIONS.



1 SECTION THROUGH THE MUDROOM
SCALE 1/4" = 1'-0"



2 SECTION THROUGH THE EGRESS WELL
SCALE 1/4" = 1'-0"

WILL RESIDENCE
40 VIETS ROAD,
SANDISFIELD, MA 01255

SEAL

CRISP
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DATE: 5/26/2023

DRAWN BY: RH
CHECKED BY:

| REVISIONS | # | DATE | REASON |
|-----------|----------|-------------------------|--------|
| 1 | 05/16/23 | BUILDING DEPARTMENT SET | |

SECTION THROUGH
CONNECTOR/ MUDROOM

NOT FOR CONSTRUCTION

DRAWING:
A-301

THE CONTRACTOR AGREES TO HOLD HARMLESS THE OWNER, ARCHITECT AND PROJECT MANAGER, AND THEIR AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF PERFORMANCE OF THE WORK, WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR'S NEGLIGENCE OR THAT OF A SUBCONTRACTOR, OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ARE RESPONSIBLE. THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE FOR NEGLIGENCE AND BODILY INJURY AND PROPERTY DAMAGE TO THE ARCHITECT AND PROJECT MANAGER, OR THAT OF THE ARCHITECT OR PROJECT MANAGER AGENTS OR EMPLOYEES, ARISING OUT OF THE PREPARATION OR APPROVAL OF REPORTS, OPINIONS, SURVEYS, MAPS, DRAWINGS, DESIGN OR SPECIFICATIONS.

EXHIBIT C

EXHIBIT D

Google Earth Aerial View – 40 Viets Road



250092



EXHIBIT E

EXHIBIT F

GDA Plan dated 11/14/23 - Enlargement

