

GENERAL NOTES AND CONDITIONS

- A. GENERAL
- ALL WORK AND MATERIALS FURNISHED SHALL COMPLY WITH ALL APPLICABLE PORTIONS OF THE 2025 EDITION NEW YORK STATE CODES, INCLUDING BUT NOT LIMITED TO THE BUILDING CODE AND ENERGY CONSTRUCTION CODES AS WELL AS THE REGULATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS, NATIONAL FIRE PROTECTION ASSOCIATION REQUIREMENTS, AND ALL FEDERAL, STATE AND MUNICIPAL AUTHORITIES HAVING JURISDICTION OVER THE WORK. GC SHALL NOTIFY ARCHITECT OF ERRORS, OMISSIONS OR DEVIATIONS FROM SAME PRIOR TO PERFORMING THE WORK.
 - THE PROJECT SHALL CONSIST OF THAT DESCRIBED BY THESE CONTRACT DRAWINGS TITLED "NEW MULTI-FAMILY DWELLING @ 294 MAIN STREET NYACK NY 10960". ITEMS NOT INCLUDED ARE THOSE IDENTIFIED AS "N/A". GC IS RESPONSIBLE FOR ALL ASSUMPTIONS REACHED FROM REVIEW OF THESE DRAWINGS SHALL BE TOTALLY THE RESPONSIBILITY OF THE PARTY MAKING THE ASSUMPTIONS.
 - THE PROJECT HAS BEEN DESIGNED AND DETAILED FOR THE SPECIFIC MATERIALS AND EQUIPMENT SPECIFIED. NO SUBSTITUTIONS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ARCHITECT. IF THE SPECIFIED MATERIAL IS NOT AVAILABLE, THE CONTRACTOR SHALL SUBMIT AN ALTERNATE MATERIAL, AND SHALL PROVIDE DRAWINGS, SAMPLES, SPECIFICATIONS, MANUFACTURERS' LITERATURE, PERFORMANCE DATA, ETC., IN ORDER THAT THE ARCHITECT CAN EVALUATE THE PROPOSED SUBSTITUTION, IF THE SUBSTITUTION AFFECTS A CORRELATED FUNCTION, ADJACENT CONSTRUCTION, OR THE WORK OF ANY OTHER CONTRACTOR OR TRADE. THE NECESSARY CHANGES AND MODIFICATION TO THE AFFECTED WORK SHALL BE ACCOMPLISHED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNERS. NO REQUESTS FOR SUBSTITUTES WILL BE ENTERTAINED BY THE ARCHITECT DUE TO CONTRACTORS FAILURE TO ORDER MATERIALS IN A TIMELY MANNER.
 - THE MANUFACTURERS' STANDARD SPECIFICATIONS ARE APPROVED FOR USE IN THE PROJECT AND ARE HEREBY MADE A PART OF THESE NOTES WITH THE SAME FORCE AND EFFECT AS THOUGH HEREIN WRITTEN OUT IN FULL, EXCEPT THAT WHEREVER THE DRAWINGS REQUIRE HEAVIER QUALITY MATERIALS OR OTHERWISE MORE STRINGENT, THESE MORE STRINGENT REQUIREMENTS SHALL GOVERN.
 - THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES, FIELD CONDITIONS OR DIMENSIONAL INCONSISTENCIES OR NEED FOR CLARIFICATION PRIOR TO BEGINNING CONSTRUCTION.
 - ALL MATERIALS REQUIRED FOR THE PERFORMANCE OF THIS CONTRACT SHALL BE NEW AND OF THE BEST QUALITY OF KINDS SPECIFIED, ALL SUBJECT TO THE APPROVAL OF THE ARCHITECT. THE USE OF OLD OR SECONDHAND MATERIALS IS STRICTLY FORBIDDEN. THE CONTRACTOR SHALL, IF REQUIRED, FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF MATERIALS AND WORKMANSHIP. MATERIALS SHALL BE USED IN ACCORDANCE WITH MANUFACTURERS' PRINTED INSTRUCTIONS.
 - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE FINISHED DIMENSIONS.
 - PRIOR TO START OF WORK, GC SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL FIELD CONDITIONS AND ALL DIMENSIONS CALLED OUT IN THE CONTRACT DOCUMENTS AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF VARIATIONS OR DISCREPANCIES.
 - THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE ACTUAL PERMIT AND FOR THE FILING AND SECURING OF ALL INSPECTIONS SUCH AS FRAMING, PLUMBING, ELECTRICAL, INSULATION, ETC.
 - THE GENERAL CONTRACTOR SHALL GIVE THE OWNER A WRITTEN GUARANTEE COVERING ALL MATERIALS AND WORKMANSHIP FOR PERIOD OF ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE (CONFIRMED IN WRITING), AND HE SHALL UPON NOTICE PROMPTLY MAKE GOOD AT HIS OWN EXPENSE ALL DEFECTS IN MATERIAL AND WORKMANSHIP DURING THIS PERIOD WITHOUT ANY COSTS TO THE OWNER.
 - THE GENERAL CONTRACTOR SHALL FURNISH TO THE OWNER'S REPRESENTATIVE CERTIFICATES OF WORKMEN'S COMPENSATION INSURANCE AND CERTIFICATES OF COMPREHENSIVE LIABILITY AND PROPERTY DAMAGES INSURANCE COVERING ALL PERSONNEL EMPLOYED IN THE EXECUTION OF THE WORK, IN THE AMOUNTS AS REQUIRED BY THE OWNER'S REPRESENTATIVE. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS AGAINST CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, AND ALL OTHER COSTS OF DEFENSE, ARISING OUT OF THE WORK PERFORMED BY OR THE DUTIES OF THE CONTRACTOR, HIS SUBCONTRACTORS, OR THE AGENTS, EMPLOYEES, OR SUB-SUBCONTRACTORS OF ANY OF THEM.
 - THE OBLIGATION OF THE CONTRACTOR UNDER THIS SECTION SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, HIS AGENTS, OR EMPLOYEES ARISING OUT OF PREPARATION OR APPROVAL OF DRAWINGS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS.
 - THE CHARACTER AND SCOPE OF THE WORK ARE ILLUSTRATED BY THE DRAWINGS AND NOTES. TO INTERPRET AND EXPLAIN THE DRAWINGS, OTHER INFORMATION DEEMED NECESSARY BY THE ARCHITECT SHALL BE GIVEN TO THE CONTRACTOR WHEN AND AS REQUIRED BY THE WORK, AND IT IS TO BE UNDERSTOOD THAT SAID ADDITIONAL INFORMATION OR DRAWINGS ARE TO BE OF EQUAL FORCE WITH THESE DRAWINGS.
 - SCALE DRAWINGS, WHICH THEY ARE INTENDED TO AID IN, DETAILS OR CONDITIONS INDICATED FOR A PORTION OF THE WORK BUT NOT CARRIED OUT FULLY FOR THE OTHER PORTIONS SHALL APPLY THROUGHOUT TO ALL SIMILAR PORTIONS EXCEPT AS OTHERWISE SPECIFICALLY NOTED. DIMENSIONS SHALL BE FIGURED RATHER THAN DETERMINED BY RULE OR SCALE.
 - GC SHALL BE RESPONSIBLE FOR QUALITY CONTROL OF THE WORK AND SHALL PERFORM SUFFICIENT INSPECTION AND TESTING OF ALL ITEMS OF WORK INCLUDING THAT OF ANY OF HIS SUBCONTRACTORS, TO ENSURE CONFORMANCE TO THE CONTRACT DOCUMENTS FOR MATERIALS, WORKMANSHIP, CONSTRUCTION, FINISH, FUNCTIONAL PERFORMANCE AND IDENTIFICATION.
 - GC SHALL REQUIRE SUPPLIERS OR MANUFACTURERS TO PROVIDE QUALIFIED PERSONNEL TO OBSERVE FIELD CONDITIONS, CONDITIONS OF SURFACES & INSTALLATION, QUALITY OF WORKMANSHIP, TESTING, AND TO MAKE APPROPRIATE RECOMMENDATIONS ON AN AS-NEEDED BASIS.
 - GC SHALL PROVIDE AND BEAR SOLE RESPONSIBILITY FOR THE DESIGN AND ERECTION OF ALL NECESSARY SCAFFOLDING, FORMS, SHEETING, SHORING, TEMPORARY AND PERMANENT BRACING AND SUPPORTS AS REQUIRED BY THE WORK FOR THE COMPLETE AND SAFE INSTALLATION OF SAME. ALL ITEMS SHALL BE PROVIDED IN ACCORDANCE WITH BEST STANDARD PRACTICE AND APPLICABLE NATIONAL AND LOCAL CODES. DO NOT CUT OR REMOVE CONSTRUCTION WHICH MAY WEAKEN OR IMPAIR THE STRUCTURAL INTEGRITY OF THE ADJOINING PROPERTIES OR THE STRUCTURE IN PROGRESS WITHOUT THE NOTIFICATION OF THE OWNER'S REPRESENTATIVE OR THE ARCHITECT WELL IN ADVANCE.
 - GC SHALL TAKE CARE TO PROTECT AND GUARD AGAINST MOVEMENT, SETTLEMENT AND COLLAPSE OF AN INCIDENTAL DAMAGE TO ALL PORTIONS OF ADJACENT PROPERTIES ADJACENT BY THE WORK.
 - EXISTING UTILITIES SERVING THE PROPERTY AND ADJACENT PROPERTIES SHALL NOT BE INTERRUPTED WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE OR ARCHITECT. GC TO PROVIDE TEMPORARY SERVICES AS REQUIRED, AND SHALL REMOVE, SEAL, CAP, DISCONNECT AND MAKE SAFE ALL UTILITIES TO BE DEMOLISHED AT THEIR POINT OF ORIGIN SUCH THAT THEY DO NOT INTERFERE WITH THE WORK.
 - GC SHALL PROVIDE ALL NECESSARY SAFEGUARDS FOR THE PROTECTION AND SAFETY OF ALL VISITORS TO THE SITE.
 - OWN WORKERS AND THE WORK ITSELF, GC WILL BEAR FULL RESPONSIBILITY IN THE EVENT OF DAMAGE OR ACCIDENT.
 - GC SHALL NOTIFY ARCHITECT/OWNER'S REPRESENTATIVE IF VERMIN OR PEST CONTROL IS REQUIRED. ANY SUCH REQUIRED CONTROL SHALL BE THE RESPONSIBILITY OF THE OWNER.
 - GC TO PROVIDE ANY AND ALL SUITABLE METHODS AVAILABLE TO LIMIT THE AMOUNT OF DIRT AND DUST WITHIN AND ADJACENT TO THE SITE AND SHALL KEEP THE NOISE LEVEL AT THE LOWEST POSSIBLE LEVEL WHEN ADJACENT STRUCTURES ARE OCCUPIED. GC SHALL COMPLY WITH ALL LOCAL LAWS REGARDING THE DAILY COMMENCEMENT AND CESSATION OF CONSTRUCTION ACTIVITIES AND SHALL ACCOUNT FOR SAME IN THEIR COST AND THE BUDGETING.
 - GC SHALL TAKE ALL APPROPRIATE PRECAUTIONS TO AVOID DAMAGING EXISTING PLANTINGS TO BE SAVED AS INDICATED BY THE DRAWINGS OR ON ADJACENT PROPERTIES. OWNER IS RESPONSIBLE FOR THE TEMPORARY RELOCATION OF PLANTINGS INTENDED FOR REUSE, AND FOR THE REPLANTING OF SAME.
 - GC IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ANY AND ALL EXISTING AND UNDERGROUND UTILITY LINES PRIOR TO PERFORMING ANY EXCAVATION, NOTIFYING THE ARCHITECT/OWNER'S REPRESENTATIVE OF ANY SUCH LOCATIONS, AND TAKING ADEQUATE PROTECTION MEASURES TO ENSURE UNINTERRUPTED UTILITY SERVICE TO THE PROJECT AND TO ADJACENT PROPERTIES.
 - THE CONTRACTOR SHALL PROVIDE ALL ITEMS, ARTICLES, MATERIALS, OPERATIONS, SERVICES, APPLIANCES OR METHODS LISTED, MENTIONED, OR SCHEDULED ON THE DRAWINGS OR HEREIN, INCLUDING ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS REQUIRED FOR THEIR COMPLETION.
 - WHENEVER THE WORDS 'APPROVED', 'SATISFACTORY', 'DIRECTED', 'INSPECTED', OR SIMILAR WORDS ARE USED, IT SHALL BE ASSUMED THAT THE WORD 'ARCHITECT' FOLLOWS THE WORD AS THE OBJECT OF THE CLAUSE.
 - ALL REFERENCES TO KNOWN STANDARDS, SPECIFICATIONS, ETC., SHALL MEAN AND INTEND THE LATEST EDITION OF SUCH SPECIFICATIONS.
 - CODES
 - ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, LOCAL, AND FEE CODES.
 - IT IS ASSUMED THAT THE CONTRACTOR HAS THOROUGHLY EXAMINED THE JOB SITE, INCLUDING MEANS OF ACCESS THERETO, IN ORDER TO FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS, INCLUDING SITE GRADINGS, SUCH KNOWN EXISTING CONDITIONS SHALL NOT FORM A BASIS FOR EXTRA FEES OR THE WITH REGARD TO THE WORK.
 - PRIOR TO COMMENCING WORK, CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
 - SUBMITTALS
 - IF THE CONTRACTOR WISHES TO SUBSTITUTE A PRODUCT, MATERIAL, DETAIL, OR PROCEDURE FOR ONE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS, HE MUST SUBMIT SUPPORTING DOCUMENTS, MATERIALS, SAMPLES, ETC. AS NEEDED TO THE ARCHITECT TO DEMONSTRATE EQUIVALENT TO THAT WHICH WAS SPECIFIED. THE ARCHITECT RESERVES THE RIGHT TO REJECT ANY SUBSTITUTION WITH NO CHANGE TO THE CONTRACT SUM OR SCHEDULE.
 - DEFINITIONS
 - FURNISH AND SUPPLY ARE USED INTERCHANGEABLY AND HAVE THE SAME MEANING.
 - INSTALL MEANS UNLOAD, SAFELY STORE, PROTECT, ASSEMBLE, SET IN PLACE, SECURE, CONNECT AND WIRE AS REQUIRED TO COMPLETE THE WORK.
 - PROVIDE MEANS FURNISH AND INSTALL.
 - N/C, AND "BY OTHERS" MEANS NOT IN CONTRACT.
 - DRAWINGS AND CONTRACT DRAWINGS ARE USED INTERCHANGEABLY AND HAVE THE SAME MEANING.
 - CONTRACT DOCUMENTS REFERS TO THE DRAWINGS AND SPECIFICATIONS, AND ANY MODIFICATIONS THERETO, INCLUDING:

ZONING ANALYSIS

Address	294/296/298 Main Street		NYC B360 Table 4-1: Dimensional Standards
	Nyack NY 10960		Dimensional Standards L10-11-2024
S/B/L	65.36-2-26.1 & 26.2		
Zone	DML-2		
Proposed Use	(1) Multifamily Residence		
	REQUIRED / ALLOWABLE	PROPOSED	
Minimum Street Frontage	50'	205.44'	
Minimum Front Setback (from curb line)	15' + 5' abv 32'H	15' + 5' abv 32'H	
Minimum Side Setback (one)	0' but 5' if provided	0'	
Minimum Side Setback (both)	0' but 5' if provided	0'	
Minimum Rear Setback*	0' @ 1st st/77', then 15'	0' @ 1st st, 5' @ 2nd, 10'-0" 1/2' @ 3rd-4'	
Building Height (stories)	3	4	
Building Height (feet)	40'	40'	
Maximum Floor Area Ratio	2.0	1.95	
Maximum Density (D.U./Acre)	13	25**	
Minimum D.U.	Efficiency Dwelling Unit	450 sf	450 sf
Size	One Bedroom Dwelling Unit	600 sf	600 sf

Items shown in **bold** require a variance:
* B360 Attachment 2: Table 4-1: Dimensional Standards, note (2)
** B360 Attachment 2: Table 4-1: Dimensional Standards, note (4)
*** includes additional or bonus units; see **DENSITY BONUS INCENTIVES** and **AFFORDABLE HOUSING**
† B360 Attachment 2: Table 4-1: Dimensional Standards, note (n)

PARKING REQUIREMENTS

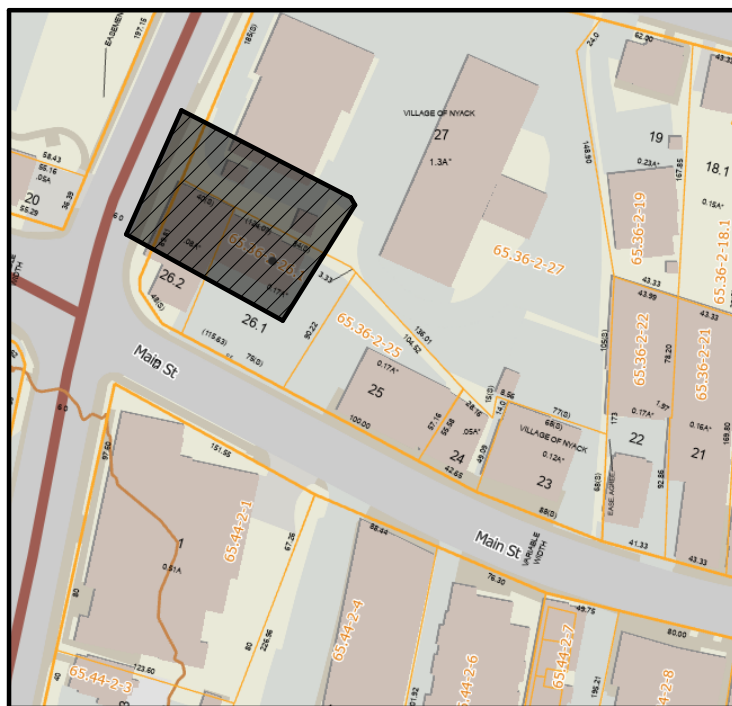
As per Table 4-2/Minimum Parking Requirements, a multifamily development of 4+ units shall provide 0.85 parking spaces for each efficiency unit (studio), 1.25 parking spaces for each 1 BR, and 1.7 parking spaces for each 2+ BR.
• (3) Efficiency D.U. @ 0.85 space/D.U. = 2.55 spaces
• (22) 1 BR D.U. @ 1.25 space/D.U. = 27.50 spaces
30 spaces req'd, 22 spaces provided, variance req'd

DENSITY BONUS INCENTIVES FOR SUSTAINABLE FEATURES

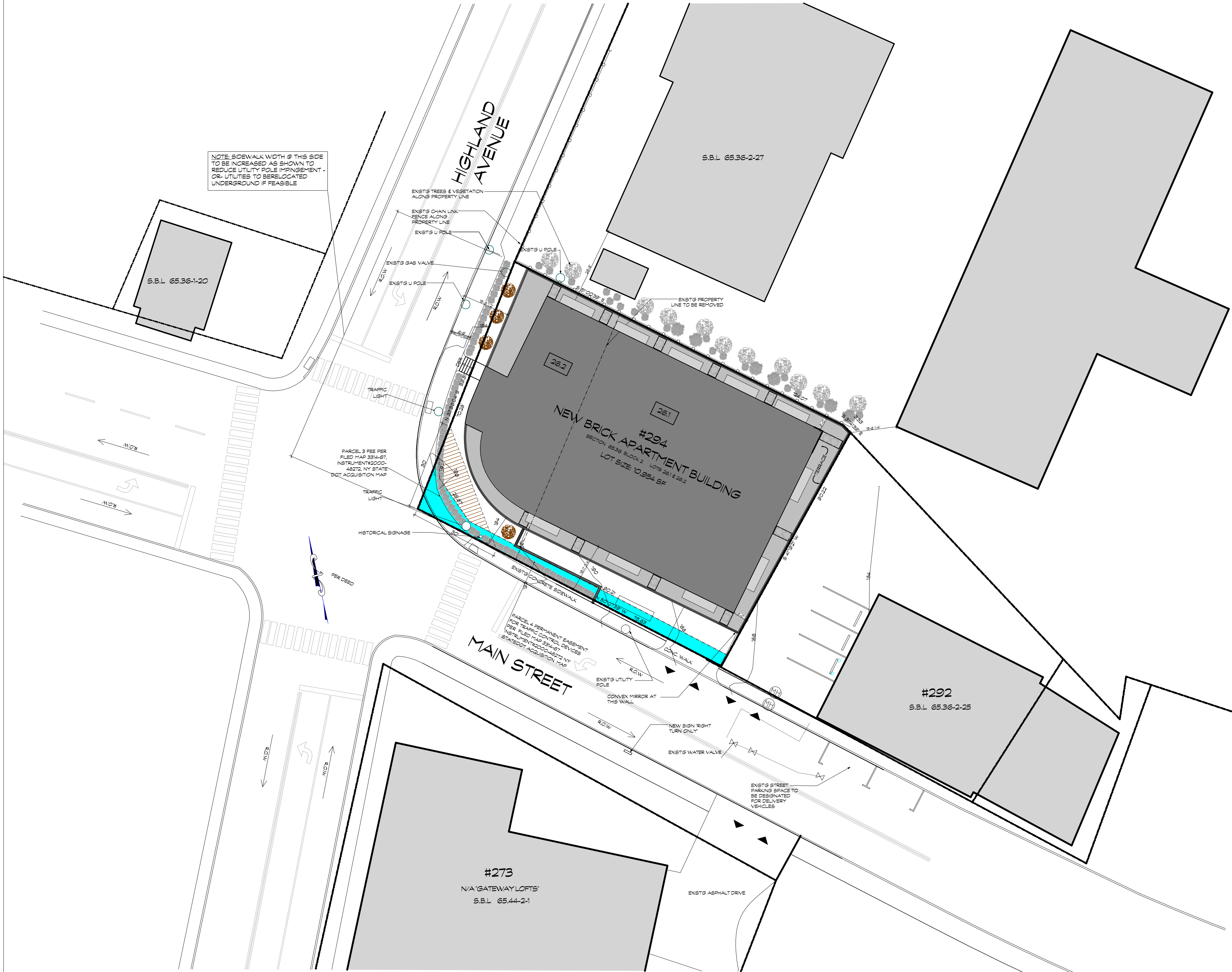
• As per Nyack Village Code §360-4.14 D & E, Density Bonus Incentives for Sustainable Features may be applied to achieve a bonus of up to 25% of the allowable number of D.U.s excluding the affordable housing bonus under §120-1.
• As per Nyack Village Code §360-4.14 D(2), amenities shall be eligible for a density bonus in the allowable number of residential D.U.s in the underlying zoning district as follows: (1) 5% for the use of 30% permeable paving, exceeding the NYS Energy Code by 10%, rain gardens and rainwater harvesting, and reusing of materials; (2) 10% for brownfield remediation, solar panels, geothermal energy and designing the Nyack Brook; and (3) 15% for green roofs.
30% permeable paving = 5%
Exceed NYS Energy code by 10% = 5%
Solar panels = 10%
TOTAL BONUS INCENTIVE = 20% x 13 D.U.s = 2.6, or 3 bonus D.U.s
13 D.U.s + 3 bonus D.U.s = 16 D.U.s

AFFORDABLE HOUSING

• As per Nyack Village Code §120-1 C(3), 10% of dwelling units are designated as affordable.
• As per Nyack Village Code §120-1 C(3), the Village may consider increasing the zoning density by up to 10% when a multifamily development contains more than 10% affordable housing.
TOTAL AFFORDABLE HOUSING = 10% x 16 D.U.s = 1.6, or 2 D.U.s
16 D.U.s + 2 affordable housing D.U.s = 18 D.U.s allowed
vs. 25 D.U.s sought;
variance required



1 VICINITY MAP
SCALE: NOT TO SCALE



2 SITE PLAN
SCALE: 1" = 20'

MARK	DATE	DESCRIPTION
	07/18/2025	BUILDING PERMIT PLANNING BOARD

NEW MULTI-FAMILY DWELLING
@ 294 MAIN STREET

NYACK NEW YORK | 10960

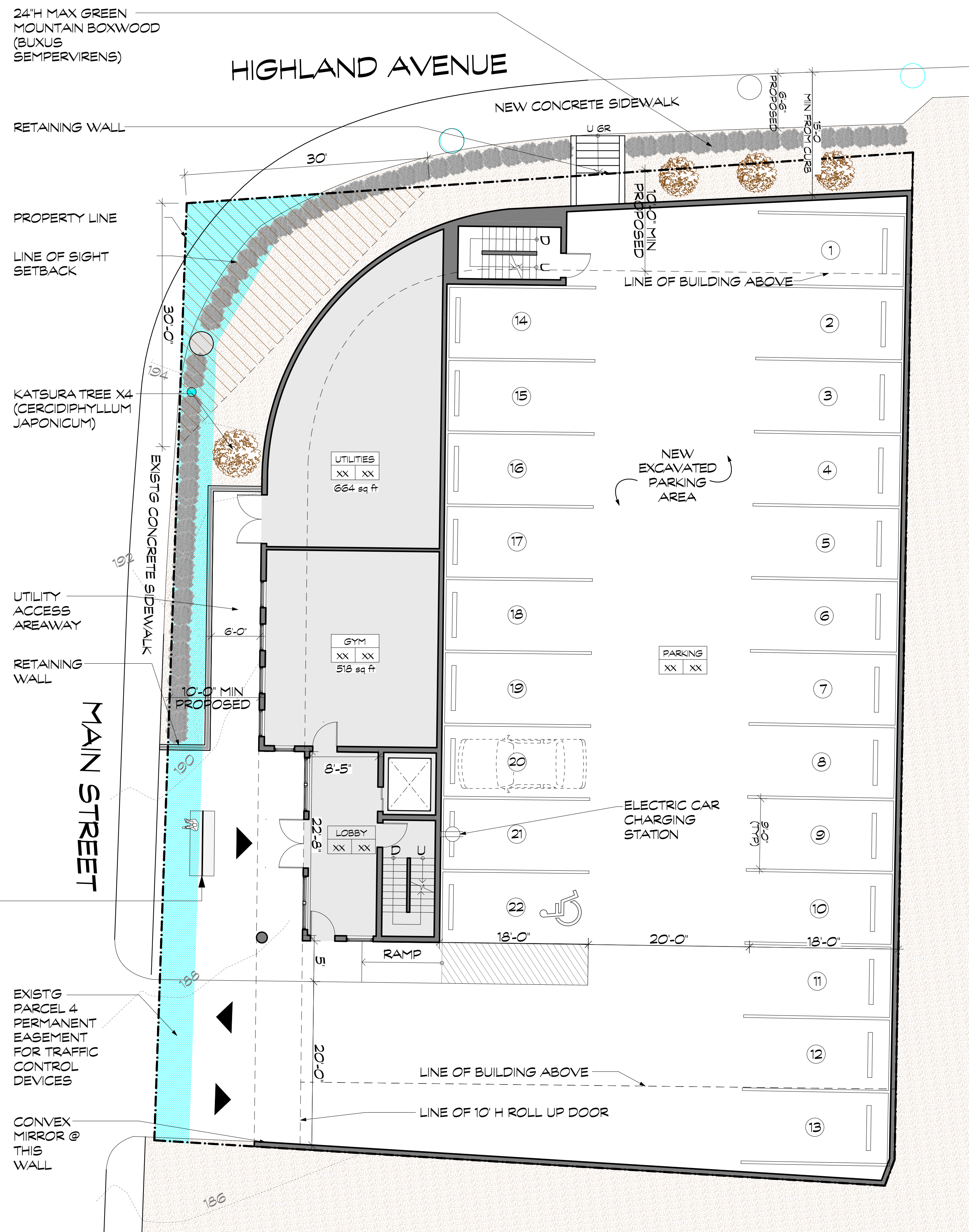
DATE	DESCRIPTION
07 AUG 2026	BUILDING PERMIT PLANNING BOARD
MARK	

BASEMENT &
LEVEL 1 PLANS

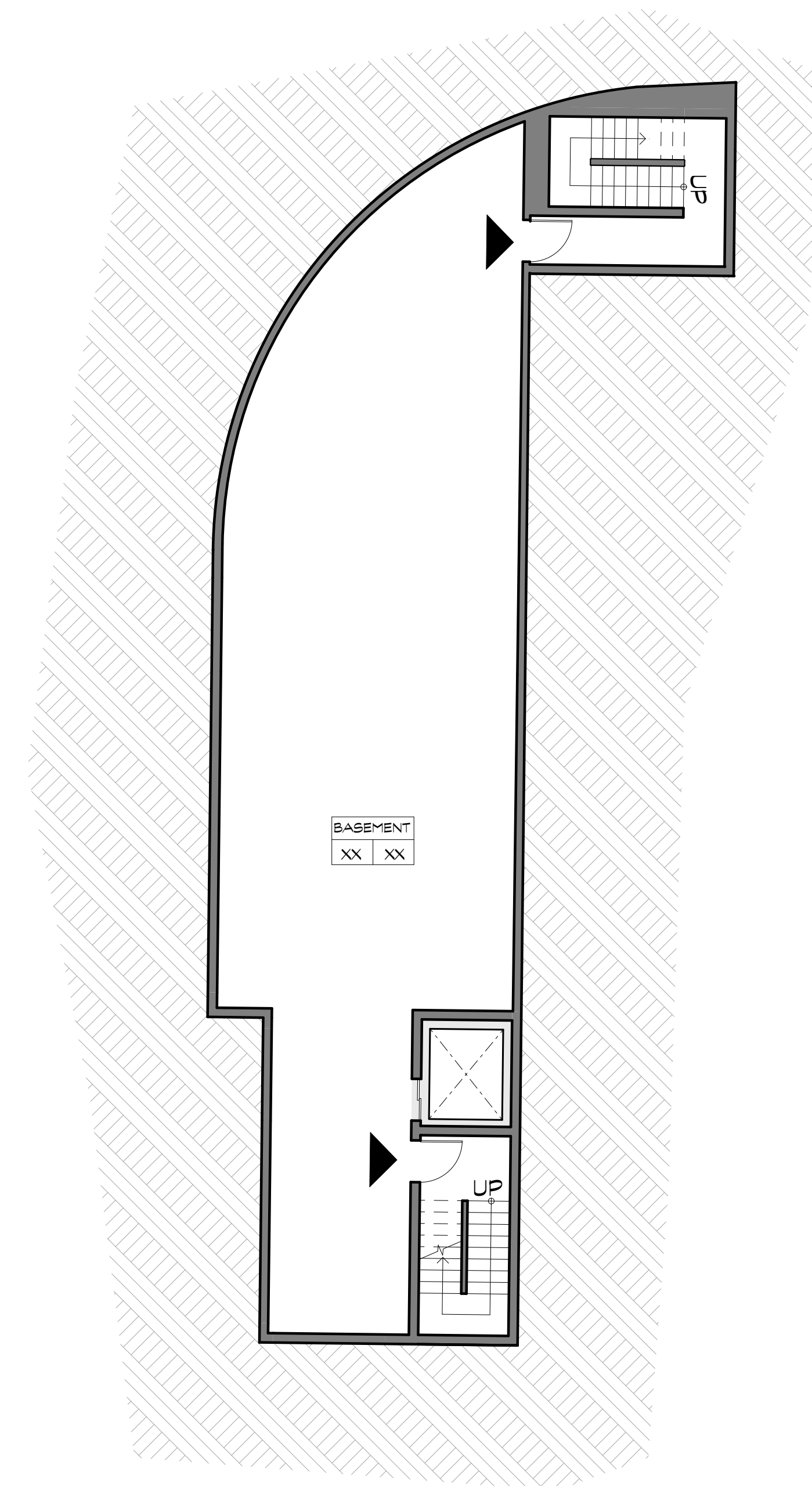
SCALE AS NOTED

A-100

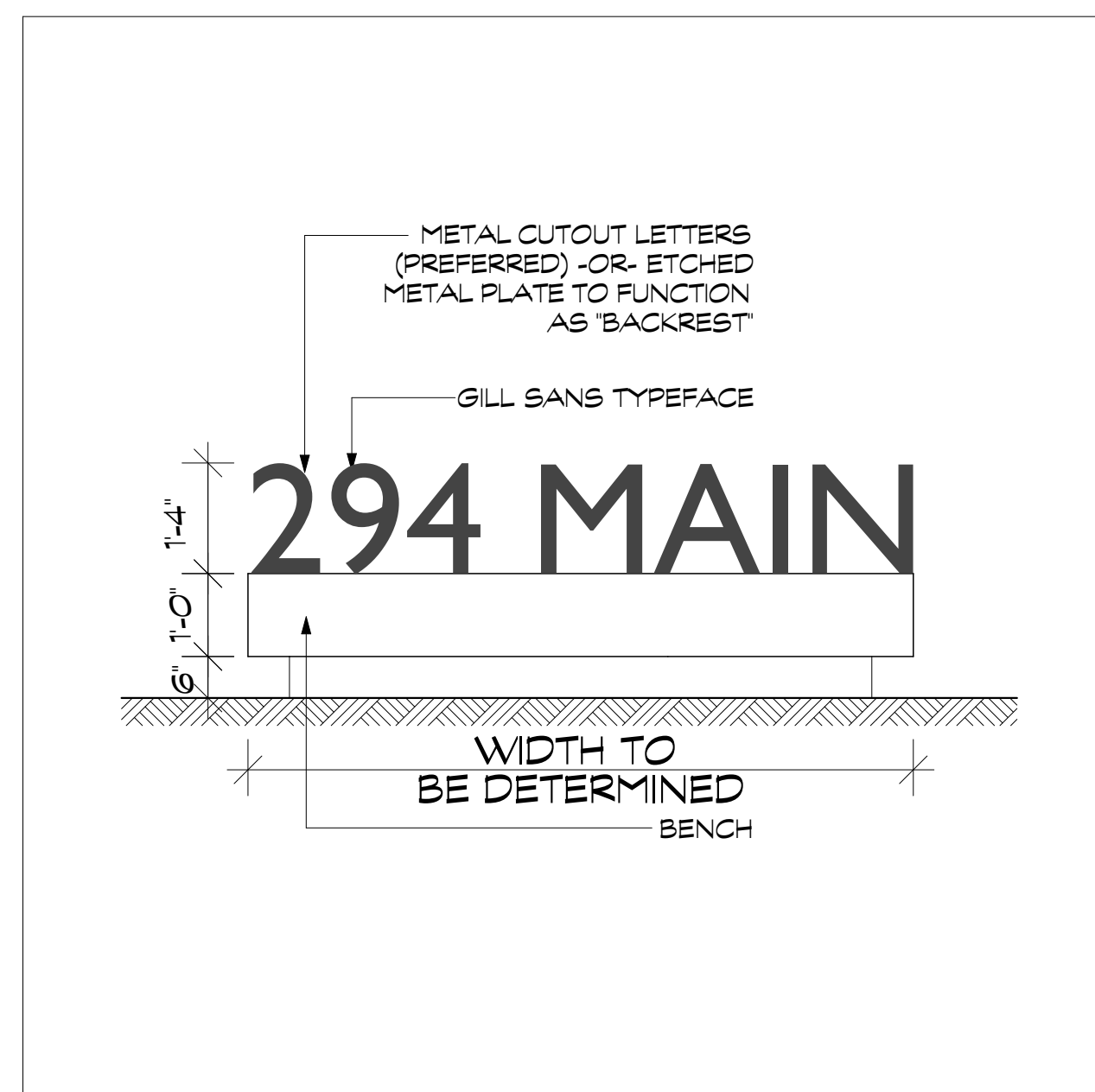
SECO, # 2503



2 LEVEL 1 PLAN/ 9,077 SF
SCALE: 1/8" = 1'-0"



1 BASEMENT PLAN/ 1,709 SF
SCALE: 1/8" = 1'-0"



3 BUILDING ID @ BENCH
SCALE: 1/2" = 1'-0"

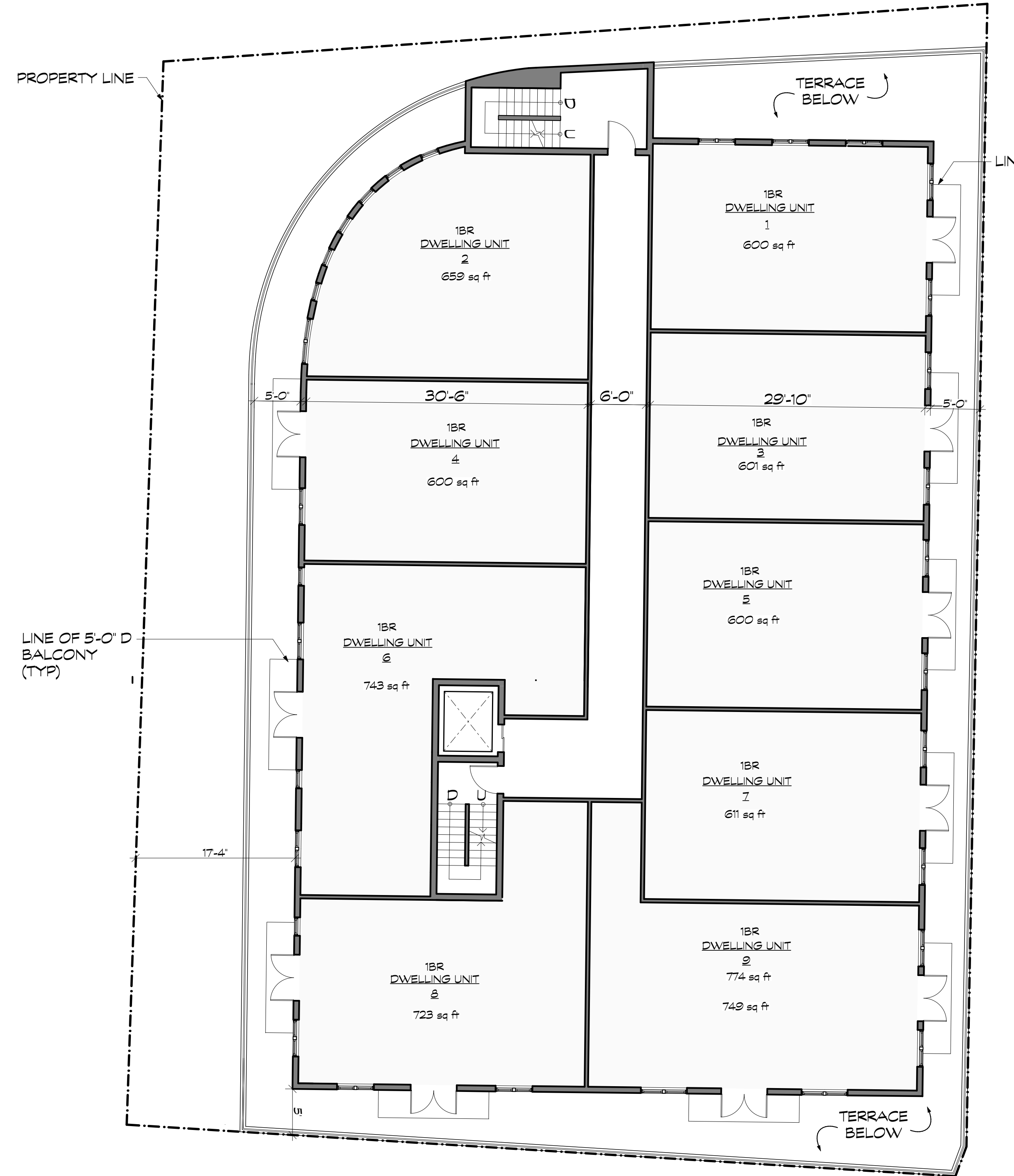
MARK	DATE	DESCRIPTION
	07 AUG 2026	BUILDING PERMIT PLANNING BOARD

LEVEL 2 & 3
PLANS

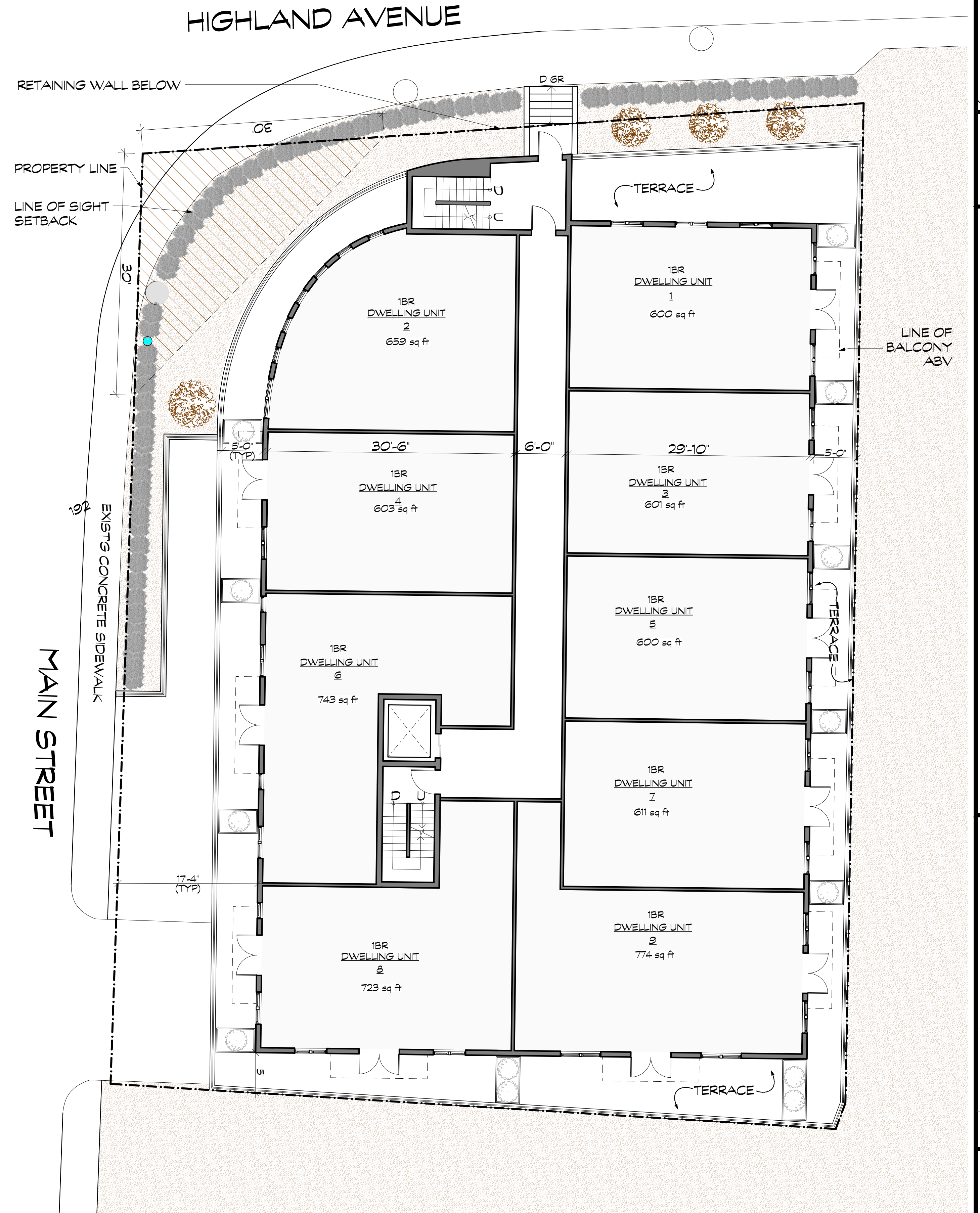
SCALE AS NOTED

A-101

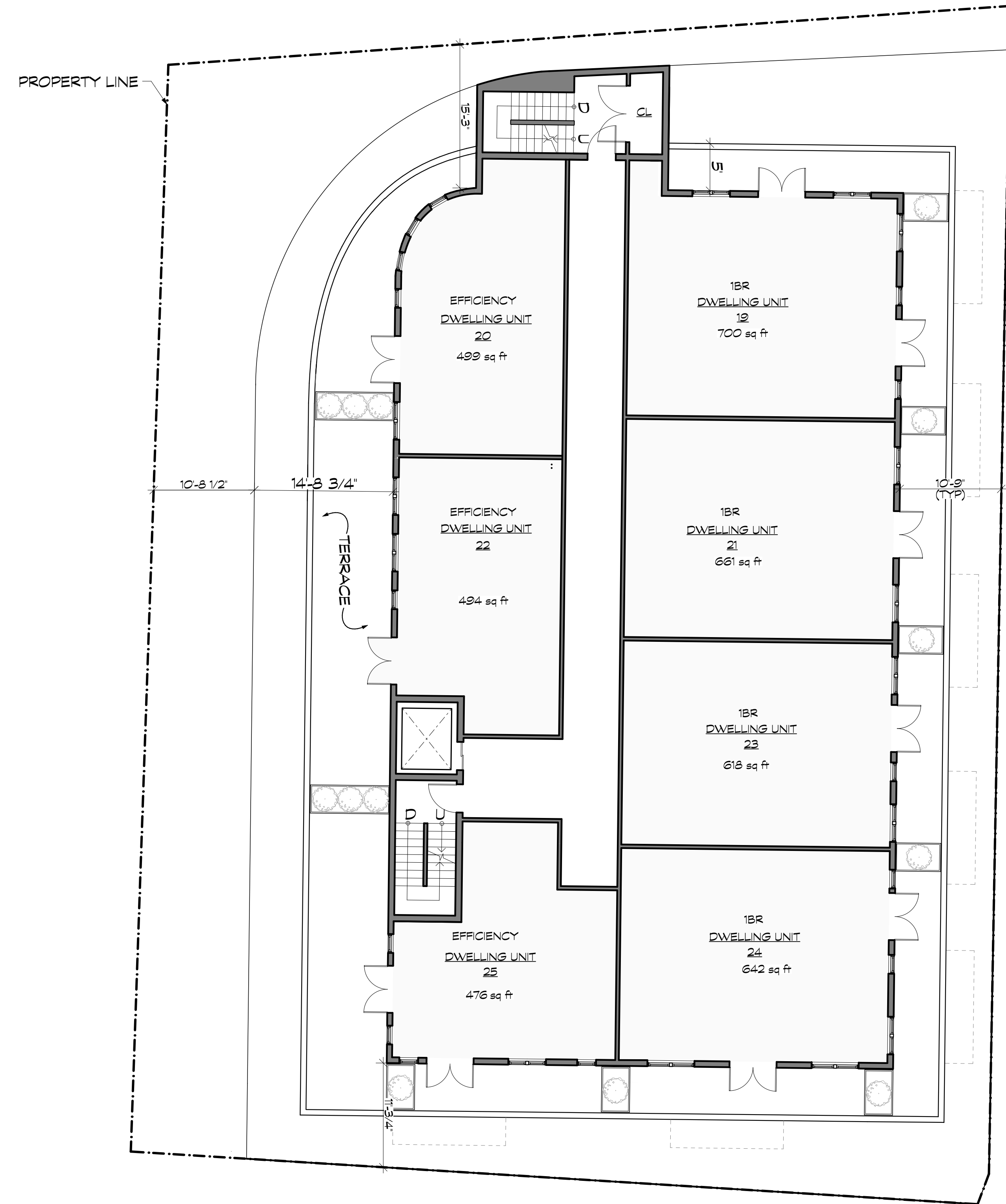
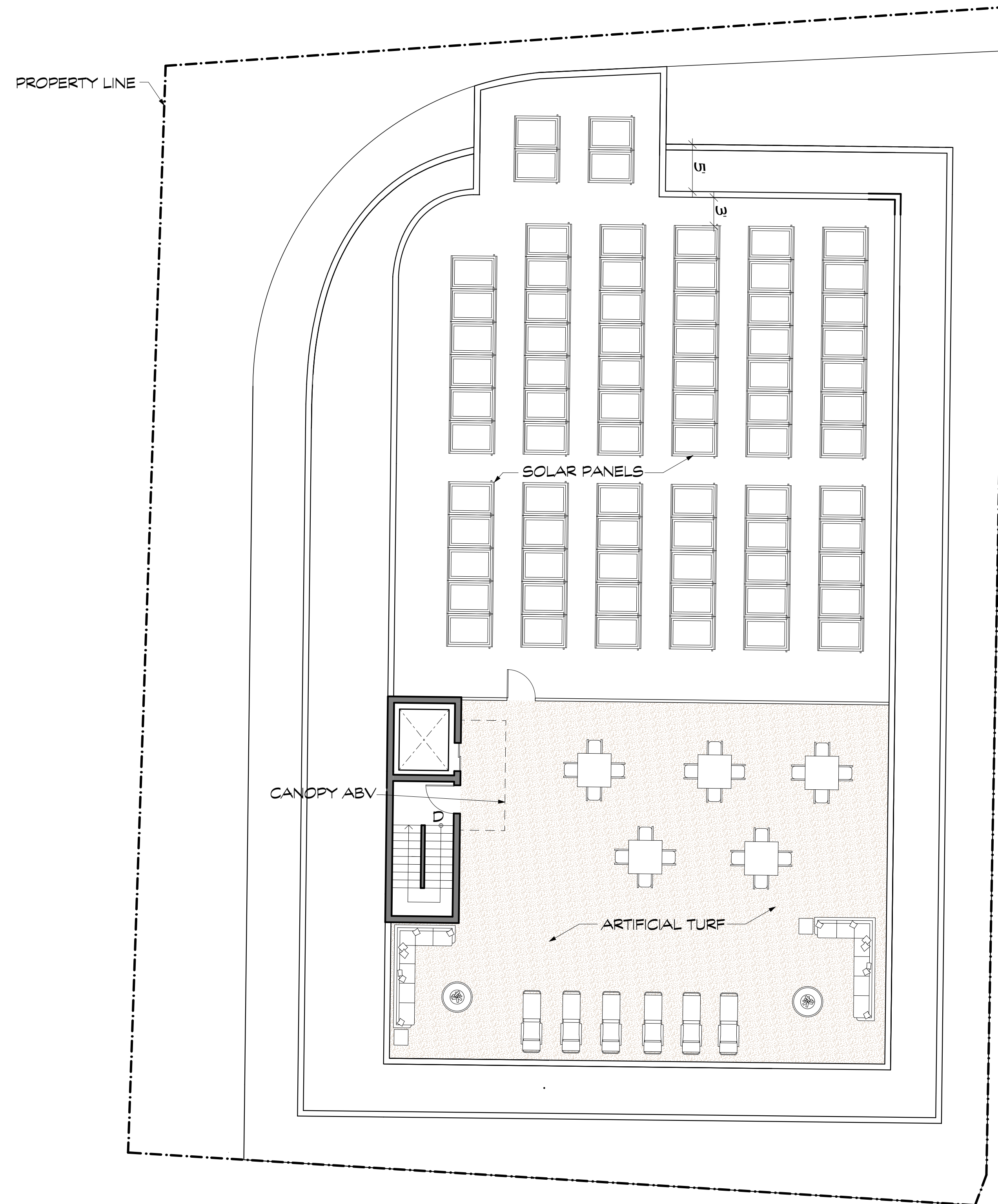
SECO, # 2503



2 LEVEL 3 PLAN/ 7,096 SF
SCALE: 1/8" = 1'-0"



1 LEVEL 2 PLAN/ 7,096 SF
SCALE: 1/8" = 1'-0"



MARK	DATE	DESCRIPTION
	07-AUG-2016	BUILDING PERMIT-PLANNING BOARD

NEW MULTI-FAMILY DWELLING
@ 294 MAIN STREET
NYACK NEW YORK 10960

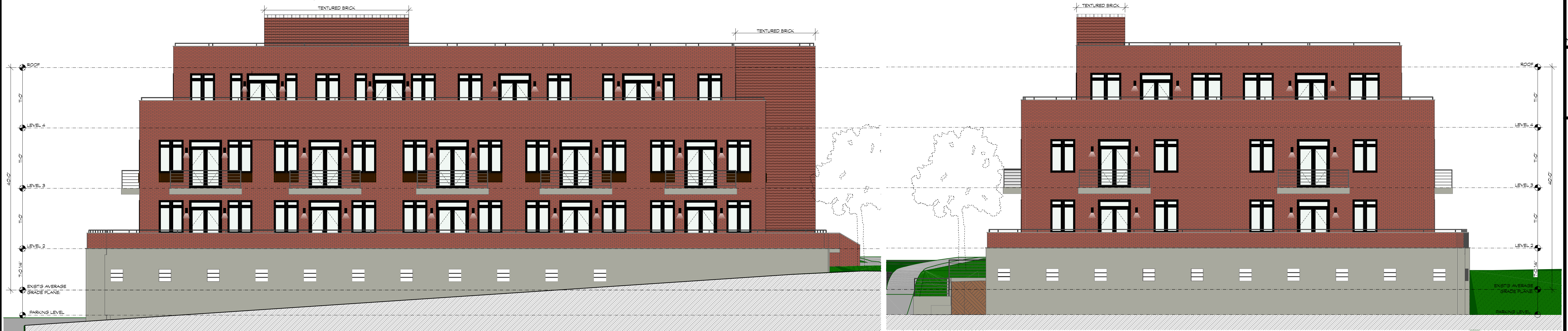
MARK	DATE	DESCRIPTION
07-AUG-2025		BUILDING PERMITTING BOARD

EXTERIOR
ELEVATIONS

SCALE AS NOTED

A-200

S&CO, # 2503



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION
SCALE: 1/8" = 1'-0"