	ZONING BOARD OF APPEALS
	Town of Orangetown
	20 Greenbush Road
	Orangeburg, New York 10962
	(914) 359-8410 (ex. 4331)
	Date: March 7, 2024
	TO: OBAPAE
	Environmental Management and Engineering Rockland County Drainage Rockland County Sewer District #1 New York State Dept. of Transportation Palisades Interstate Park Commission Orange and Rockland Utilities Orangetown Highway Review of Plans: Brenner, 417 Washington Ave., Tappan, NY 10983 Section 77.12 Block 1 Lot 50 R-15 zone This matter is scheduled for: Chapter 43, R-15 District, Section 3.12, Group M, Column 4 (Floor Area Ratio: 20% permitted, 23% proposed), and from Section 5.153 (distance between accessory structure and principal building: 15' required, 13' proposed) for a new garage and carport at an existing single family dwelling. The premises are located at 417 Washington Avenue, Tappan, New York and
	identified on the Orangetown Tax Map as Section 77.12, Block 1, Lot 50 in the R-15 zoning
	district.
	Please review the information enclosed and provide comments. These comments may be mailed
	by April 17, 2024, e-mailed or faxed to the Zoning Board Office.
	If your Agency does not have any comments at this time, please respond to this office by sending back this sheet. • US Postal: 20 South Greenbush Road, Orangeburg, NY 10962 • Email to Zoning Board: Kbettmann@orangetown.com or
	• Fax to the Town of Orangetown ZBA @845 359 8526
	Zoning Board Meeting Date: April 17, 2024
	() Comments attached() No Comments at this time. Please send future correspondence for review.
	() No future correspondence for this site should be sent to this agency. Plans reviewed and
	this agency does not have any further comments.
	() This project is out of the jurisdiction of this agency and has no further comments.
•	This project is before the Zoning Board on Wednesday, April 17, 2024. Kindly forward your
	completed review to this office by April 17, 2024.
	Reviewing Agency
	Namedate:
	Signature:
	Signature: Thank you, Katlyn Bettmann
	James James James Vincentee

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Name of Municipality: <u>TOWN OF ORANGETOWN</u>

Date Submitted: 2/19/24

	Please check all				
	Commercial	Residential			
	Planning Board	Historical Board			
	Zoning Board of Appeals	Architectural Board			
	Subdivision Number of Lots Site Plan	Consultation Pre-Preliminary/Sketch Preliminary			
	Conditional Use	Final			
	On a sink Donnelle	Interpretation			
	Special Permit Variance Performance Standards Review Use Variance	PERMIT#: B-DR-4530-24 ASSIGNED INSPECTOR: Dom			
	Other (specify):	Referred from Planning Board: YES / NO If yes provide date of Planning Board meeting:			
Project	Name: <u>CARPORT & STORAGE SHED @</u>	BRENNER RESIDENCE			
Street A	Address: 4/7 WAGH/NGTON STREET				
ou oct 7	TAPPAN NY 10983				
Tax Ma	p Designation:	->			
	Section: 77./2 Block:	/ lot(s): 50			
	Section: Block: _				
	Section block	LOI(S)			
Directio	onal Location:				
On the _	SOUTH side of WASHINGTON STREET	T approximately			
		tion of <u>FUIT STROET</u> , in the			
	ORANGETOWN in the namlet village of	IATPAN .			
Α	Acreage of Parcel . 276	Zoning District R·15			
	School District <u>ORANGETOWN</u>	Postal District			
Δ	mbulance District <u>S.ORANGETOWN</u>	Fire District <u>TAPPAN</u>			
	Vater District VEOLIA	Sewer District Nº 1			
Droinet	Description: (If additional space required, µ				
	•	Diease allach a narralive summary.)			
· LEMOL	ASH EXIST'S CARPORT / SHED				
· ERECT	TNEW " " "				
The unde	rsigned agrees to an extension of the statetory time	Slimit or scheduling a public hearing			
		o integral deficulting a public fleating.			
Date: <u>2/</u>	14/24 Applicant's Signature:				

APPLICATION REVIEW FORM

FILL IN WHERE APPLICABLE. (IF THE FOLLOWING DOES NOT APPLY PLEASE MOVE ON TO THE NEXT PAGE)

lf subdi	vis	ion:
	1)	Is any variance from the subdivision regulations required?
	2)	Is any open space being offered? If so, what amount?
	3)	Is this a standard or average density subdivision?
If site p	lan	•
•		Existing square footage2;534
		Total square footage 2,793
		Number of dwelling units
If specia		permit, list special permit use and what the property will be used for.
Environ	m	ental Constraints:
		intai volistiants.
		pes greater than 25%? If yes, please indicate the amount and show the gross
and net ar Are there:		ams on the site? If yes, please provide the names. NO
		ands on the site? If yes, please provide the names and type:
NO		,
Project	His	story:
Has this p	roje	ct ever been reviewed before?No
		a narrative, including the list case number, name, date, and the board(s) you appeared
		e status of any previous approvals.
List tax ma	ap s	ection, block & lot numbers for all other abutting properties in the same ownership as
this projec		
. ,		NONE

APPLICATION REVIEW FORM

SWORN BEFORE ME THIS PAY OF FUR 20 24 Outhing Kurm Notary Public

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State of New York)			
County of Rockland)	SS.:		
Town Village of NYAC	<u>x</u>) = 7	
I, <u>ROBERT SILARSK</u> that he is the applican before the <u>ZONING BOR</u> affecting property loca	t. agent or attorney for	applicant, in the matter the town village of OKA	deposes and says of the petition County, New York
That the fo the premis	llowing are all of the over as to which this app	wners of property <u>200'</u> plication is being taken.	(distance) from
SECTION-BLOCK-LO	T NAME		ADDRESS
77.12-1-11 77.12-1-30 77.12-1-31 77.12-1-46 77.12-1-49 77.12-1-50 77.12-1-51.1 77.12-1-51.2	Matthew Horner Eileen J Lyman Alexander M Lococo Brett Karopczyc Jin Yong Kim Deborah D Brenner Steven W Chen Kaiyuan Zhang	6 Flitt St, Tappan 430. Washington 444 Washington 453 Washington 419 Washington 417 Washington 403 Washington 405 Washington	St, Tappan, NY 10983 St, Tappan, NY 10983



OFFICE OF BUILDING, ZONING, PLANNING, ADMINISTRATION AND ENFORCEMENT TOWN OF ORANGETOWN

20 Greenbush Road Orangeburg, N.Y. 10962

Jane Slavin, R.A. Director

(845)359-8410

Fax: (845) 359-8526

REFERRAL	TOT	HE	ZONING	BOARD	OF	APPEALS

	NG BOTTIED OF	TOTELLO
Date: March 1, 2024 Section: 77.12 Applicant: Brenner	Block:1	Lot:50
Address: 417 Washington Ave, Tappar	n NV 10983	
	1, 141 10903	
RE: Application Made at: same		
Referred For: Chapter 43, Table 3.12, R-15 District, column \$, perm Chapter 43, Article V, section 5.153, minimum distance building shall be 15' with 13' proposed.	nitted FAR is 20% with a ce between accessory s	23% proposed and structure and principal
Comments: New garage and carport structure		
New garage and carport structure		
Please be advised that the Building Permit Application Jane 2, 2024, has been referred to the Town of Or the Zoning Board of Appeals, Debbie Arbolino, can as before the board. She can be reached at 845-359-8410 Sincerely.	rangetown Zoning Boardssist you in the preparat	tion necessary to appear @orangetown.com.
Jan II		1.1

To Whom It May Concern:

I, Deborah Brenner, as the owner of the property known as 417 Washington Street in the Hamlet of Tappan, Town of Orangetown, Rockland County, New York 10983, do hereby authorize the officers of S&Co.|Architecture+Design, located at 41A North Broadway, Nyack NY 10960, to act as my agent for any and all matters, including appearances before all concerned Boards and Agencies, related to the construction of a detached carport/storage shed at the property described above.

Deborah Brenner

Date



ORANGETOWN ZONING BOARD OF APPEALS PROJECT NARRATIVE

New Carport & Storage Shed 417 Washington Street Tappan NY 10983 17 February 2024 S&Co. 2218

The subject property is located at 417 Washington Street in Tappan NY and consists of a single-family home with an existing attached, unroofed, wood platform at its southeast corner. This property also includes a detached carport/storage shed in a state of advanced disrepair, which the Owner wishes to replace with a similar structure at the same location as the existing. The building is proposed to be slightly larger than the existing to accommodate the owner's main vehicles, a small pickup truck and a passenger sedan (both of which cannot fit in the existing carport simultaneously), as well as other items such as a Vespa motor scooter and a two-person kayak. Sizing the structure to accommodate the Owner's minimum storage requirements resulted in the need for two variances: the first for a floor area ratio of 23% where 20% is permitted, and the second for a distance between structures on a lot of 13' where 15' is required. With regard to the floor area variance, it should be noted that the existing floor area ratio is 21%; this is due in part to the fact that the 12,009 square foot lot is undersized for the R-15 zone in which it is located, which requires a minimum lot size of 15,000 square feet. If this lot met the minimum lot size requirement, no variance for floor area ratio would be required. Regarding the variance for minimum distance between structures, we believe that it is important to note that the proposed 13' distance between structures occurs between the proposed storage shed and an open, unroofed platform that is approximately 8" above grade, while the distance between the proposed shed and nearest vertical wall of a roofed structure (i.e., building) is 15' (see attached image).

We request that the Zoning Board of Appeals grant the requested variances based on the following criteria:

- 1. An undesirable change will not be produced in the character of the neighborhood, nor a detriment created to nearby properties by the granting of the area variance(s). The existing carport/shed is in a state of advanced disrepair; this project proposes replacing it with a more aesthetically pleasing structure at the same location, in the same orientation, having the same function and sized to accommodate the owner's vehicles and storage needs. We therefore do not believe that the granting of the requested area variances will produce an undesirable change in the character of the neighborhood, nor create a detriment to nearby properties.
- 2. The benefit sought by the applicant cannot be achieved by some method feasible for the applicant to pursue, other than an area variance. Access to the property from Washington Street is via a driveway along the east side of the property. There is an easement along the west side of the property to allow access from Washington Street to the adjacent property to the south. There is also a change in grade between the eastern and western halves of the property at the south side that pre-



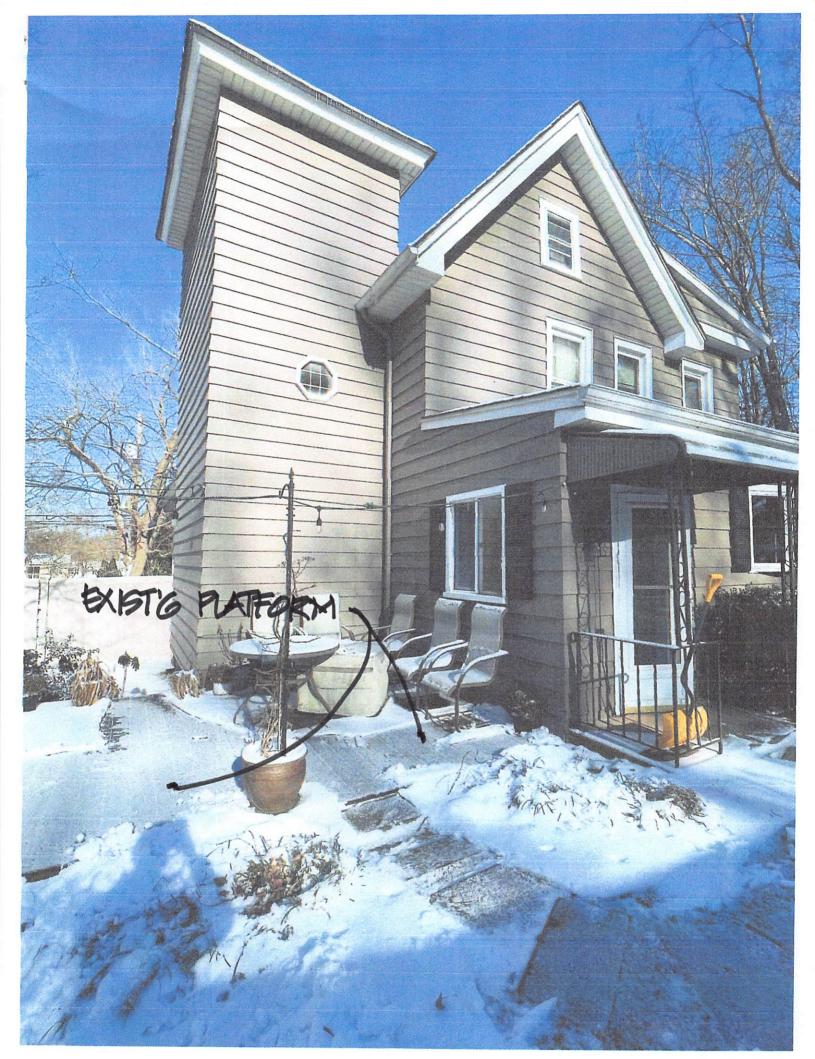
cludes the placement of the structure across both halves. The proposed structure is therefore proposed to be situated in the same location and orientation as the existing structure, which requires a variance from the 15' minimum distance requirement between structures on the same lot. Also, the existing floor area ratio of 21% exceeds the allowable maximum of 20%; therefore, any increase in the footprint of the proposed structure would require a variance for floor area ratio, as is requested here. We therefore maintain that the benefit sought by the applicant cannot be achieved by some method feasible for the applicant to pursue other than the requested area variances.

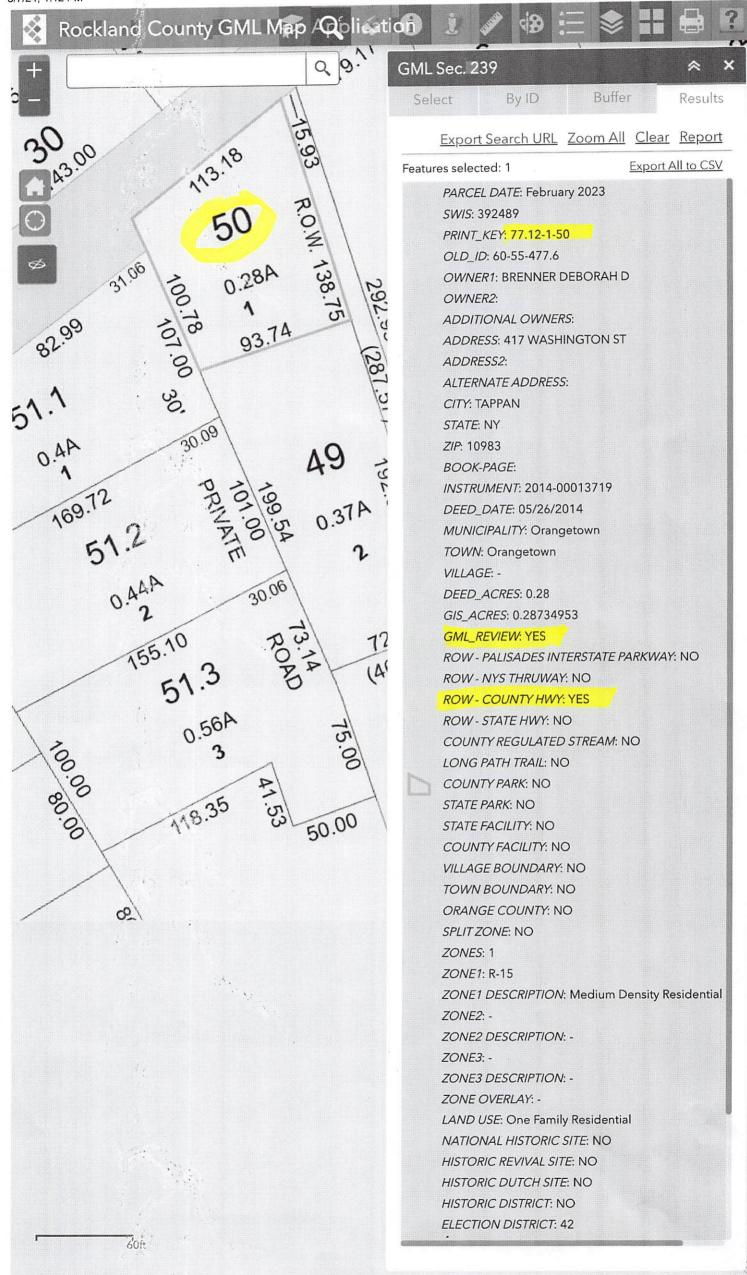
- 3. The requested variance is not substantial. The request is made for the following variances:
 - a) Floor area ratio (F.A.R.) of 23% where 20% is permitted. We believe that is important to note again that:
 - 1) The property's current floor area ratio is 21%.
 - 2) The requested F.A.R. represents an increase of 15% over the allowable F.A.R. but an increase of only 9.5% over the property's existing F.A.R.
 - 3) If this lot met the minimum 15,000 square feet lot size required in zone R-15, no variance for floor area ratio would be required.
 - b) Distance between structures on the same lot of 13' where 15' is required. The 13' distance between structures occurs between the proposed storage shed and an open, unroofed platform that is approximately 8" above grade, while the distance between the proposed shed and nearest vertical wall of a roofed structure (i.e., building) is 15'.

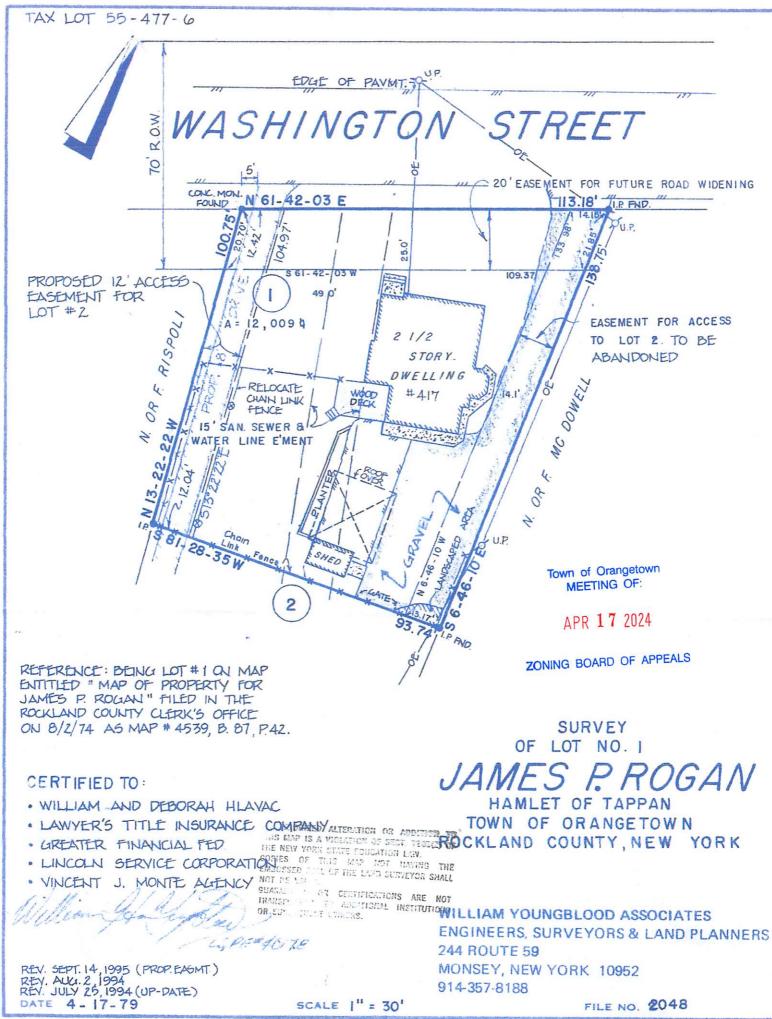
Based on the foregoing, we do not believe that either of the variances are substantial.

- 4. The proposed variance(s) will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district. The project proposes the replacement of the existing carport and storage shed with a slightly larger carport and storage shed in the same location. We therefore do not believe that the granting of the requested area variances will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.
- 5. The alleged difficulty was not self-created. Noting that the proposed replacement storage shed and carport is designed to house the owner's vehicles (pickup truck, passenger sedan, Vespa motor scooter and kayak), it is possible to say that the alleged difficulty was self-created. We believe, however, that the fact that the lot is undersized (thus creating the need for a floor area ratio variance) and has a change in grade that limits the structure's location on the lot (creating the need for a variance for minimum distance between structures on the same lot) should be considered as mitigating factors in this application.

Based on the foregoing, we respectfully request that the Orangetown Zoning Board of Appeals approve this application. If the requested variances are granted, we will proceed with the submission of documentation necessary for permit in accordance with the requirements and comments of the Orangetown Building Department.







TECH-REPRO Inc.

GENERAL NOTES AND CONDITIONS

- ALL WORK AND MATERIALS FURNISHED SHALL COMPLY WITH THE MOST RECENT EDITION OF THE NEW YORK STATE BUILDING CODE, 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.
- 2. THE WORK SHALL CONSIST OF THAT DESCRIBED BY THIS CONTRACT DRAWING. ITEMS NOT INCLUDED ARE THOSE DENOTED AS "EXISTING", "N.I.C.", "BY OTHERS" OR "BY OWNER". GC IS RESPONSIBLE FOR ALL DESIGN NOT SPECIFICALLY & COMPLETELY SHOWN AND SPECIFIED. 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 PROPOSE AN ALTERNATE MATERIAL AND SHALL PROVIDE DRAWINGS, SAMPLES, SPECIFICATIONS, MANUFACTURER'S 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 CONTRACTOR'S FAILURE TO ORDER MATERIALS IN A TIMELY MANNER.
- THE MANUFACTURER'S 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 MEMBERS, BETTER QUALITY MATERIALS, OR ARE 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 OR DURING CONSTRUCTION.
- 6. 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 SECOND HAND 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 MANUFACTURER'S PRINTED INSTRUCTIONS.
- UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE FINISHED DIMENSIONS.
- 8. 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.
- 10. THE GENERAL CONTRACTOR SHALL GIVE THE OWNER A WRITTEN GUARANTEE COVERING ALL MATERIALS AND WORKMANSHIP FOR A 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 REQUIRES THE CONTRACTOR 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.
- 12. 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.
- 13. 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 WILL 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.
- 14. SCALE DRAWINGS, WHICH THEY ARE INTENDED TO AMPLIFY. 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.
- 15. 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 SUBCONTRAC-TORS, TO ENSURE CONFORMANCE TO THE CONTRACT DOCUMENTS FOR MATERIALS, WORKMANSHIP, CONSTRUCTION, FINISH, FUNCTIONAL PERFORMANCE AND IDENTIFICATION.
- 16. 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.
- 17. GC SHALL PROVIDE AND BEAR SOLE RESPONSIBILITY FOR THE DESIGN AND ERECTION OF ALL NECESSARY SCAFFOLDING, FORMS, SHEETING, SHORING, TEMPORARY AND PERMANENT BRACING AND SUPPORT 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.
- 18. GC SHALL TAKE CARE TO PROTECT AND GUARD AGAINST MOVEMENT. SETTLEMENT AND COLLAPSE OF AND INCIDENTAL DAMAGE TO ALL PORTIONS OF ADJACENT PROPERTIES AFFECTED BY THE WORK.
- 19. 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 SHALLREMOVE, 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.
- 20. GC SHALL PROVIDE ALL NECESSARY SAFEGUARDS FOR THE PROTECTION AND SAFETY OF ALL VISITORS TO THE SITE, HIS OWN WORKERS AND THE WORK ITSELF. GC WILL BEAR FULL RESPONSIBILITY IN THE EVENT OF DAMAGE OR ACCIDENT.
- 21. 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.
- 22. GC TO PROVIDE ANY AND ALL SUITABLE METHODS AVAILABLE TO LIMIT THE AMOUNT OF DIRT AND DUST WITHIN AND ADJACENT TO THE SITE 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 TIME BUDGETING. 23. 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.
- 24. 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 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA DOCUMENT A201. CURRENT EDITION) SHALL FORM PART OF THE GENERAL CONTRACT AND EACH DIMSION THEREOF, AND SHALL BE CAREFULLY READ AND ADHERED TO BY THE GENERAL CONTRACTOR ("THE CONTRACTOR") AND BY EACH SUBCONTRACTOR EMPLOYED IN CONNECTION WITH THE WORK, WHERE CONFLICTS OCCUR BETWEEN THE GENERAL CONDITIONS AND THESE SUPPLEMENTARY GENERAL CONDITIONS, THE MORE STRINGENT SHALL GOVERN
- THESE SPECIFICATIONS ARE OF THE "BRIEF OR STREAMLINED" TYPE AND INCLUDE INCOMPLETE SENTENCES. THE OMISSION OF WORDS AND PHRASES SUCH AS THE CONTRACTOR SHALL", "AS NOTED ON THE DRAWINGS", "ACCORDING TO THE PLANS", "A", "AND", "THE", ARE INTENTIONAL. SECTIONS NOT SPECIFICALLY INCLUDED HEREIN MAY BE INCLUDED AS PART OF THE PROJECT IF SHOWN IN THE DRAWINGS.
- 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", SUBMITTED", "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.
- 1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, LOCAL AND FIRE CODES. IT IS ASSUMED THAT THE CONTRACTOR HAS THOROUGHLY EXAMINED WITH THE JOBSITE, INCLUDING MEANS OF ACCESS THERETO, IN ORDER TO FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS, INCLUDING SITE GRADING. SUCH KNOWN EXISTING CONDITIONS SHALL NOT FORM A BASIS FOR EXTRA FEES OR TIME 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
- 1. 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 EQUALITY TO THAT WHICH WAS SPECIFIED. THE ARCHITECT RESERVES THE RIGHT TO REJECT ANY SUBSTITUTION WITH NO CHANGE TO THE CONTRACT SUM OR SCHEDULE.
- DEFINITIONS 1. "FURNISH" AND "SUPPLY" ARE USED INTERCHANGEABLY, AND HAVE THE SAME MEANING.
- 2. "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.I.C." AND "BY OTHERS" MEANS NOT IN CONTRACT.
- 5. "DRAWINGS" AND "CONTRACT DRAWINGS" ARE USED INTERCHANGEABLY, AND HAVE THE SAME MEANING
- 6. "CONTRACT DOCUMENTS" REFERS TO THE DRAWINGS AND SPECIFICATIONS, AND ANY MODIFICATIONS THERETO, INCLUSIVE.
- DRAWINGS 1. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE DRAWINGS AND THE MANUFACTURER'S INSTRUCTIONS AND ACCEPTED TRADE STANDARDS CONSIDERED TO BE A PART OF THE CONTRACT DOCUMENTS, UNLESS MORE STRINGENT METHODS ARE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWINGS AND THIS SPECIFICATION, THE DECISION OF THE ARCHITECT SHALL BE CONSIDERED FINAL. NO INCREASE IN THE CONTRACT PRICE SHALL RESULT AS A RESULT OF ANY SUCH DISCREPANCY.
- 2. THE CONTRACTOR SHALL MAINTAIN ON-SITE AT LEAST ONE LEGIBLE. COMPLETE AND CURRENT SET OF DRAWINGS FOR REFERENCE. IN ADDITION TO THOSE SETS REQUIRED BY INDIVIDUAL TRADES. IN ADDITION, CONTRACTOR SHALL MAINTAIN ON SITE ALL SK'S, APPROVED SAMPLES, SHOP DRAWINGS, SUBMITTALS, MEMORANDA, AND OTHER RELEVANT COMMUNICATIONS. DRAWINGS, SUBMITTALS AND DOCUMENTS SHALL BE MAINTAINED IN AN ORDERLY FASHION. ALL SETS OF USED ON SITE.
- SHOP DRAWINGS 1. THE CONTRACTOR SHALL PROVIDE ONE (1) ELECTRONIC SET AND TWO (2) PAPER SETS OF SHOP DRAWINGS TO THE ARCHITECT FOR ALL CUSTOM MILLWORK CASEWORK AND METALWORK ITEMS. THE ARCHITECT SHALL HAVE SEVEN (7) BUSINESS DAYS IN WHICH TO RETURN REVIEWED SHOP DRAWINGS TO THE CONTRACTOR WITHOUT IMPACT TO THE PROJECT SCHEDULE.
- SCHEDULED INSPECTIONS THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED INSPECTIONS, AND SHALL NOTIFY ARCHITECT OF SAME AT LEAST 48 HOURS IN ADVANCE.
- COOPERATION 1. ALL TRADES SHALL CONSULT TOGETHER AND SO LAY OUT THEIR WORK THAT THERE WILL BE NO CONFLICT IN THE INSTALLATION OF THE VARIOUS PARTS.
- EXTRA & OMITTED WORK 1. OMITTING MATERIALS IN ONE PART OF THE WORK AND PLACING SAME AMOUNT AND KIND IN ANOTHER PART SHALL NOT BE COUNTED AS AN ADDITION OR DEDUCTION FROM THE CONTRACT PRICE. ALL EXTRAS AND CHANGES IN THE WORK SHALL BE GOVERNED BY ARTICLE 15 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION OF THE BUILDING," (AIA, THIRTEENTH EDITION) AND THE CONTRACTOR IS HEREBY NOTIFIED THAT ANY "EXTRA" WORK WILL BE RECOGNIZED AS AN ADDITIONAL COST OVER AND ABOVE THE CONTRACT SUM ONLY WHEN PURSUANT TO A WRITTEN ORDER FROM THE OWNER, SIGNED OR COUNTERSIGNED BY THE ARCHITECT AND AT A SPECIFIED PRICE.
- WORKMANSHIP 1. ALL MATERIALS & WORKMANSHIP TO BE OF FIRST QUALITY, INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, MANUFACTURERS INSTRUCTIONS AND ACCEPTED TRADE STANDARDS, UNLESS MORE STRINGENT METHODS ARE SPECIFIED HEREIN OR SHOWN ON THE DRAWINGS.
- FOREMAN THE GENERAL CONTRACTOR SHALL PERSONALLY BE RESPONSIBLE FOR THI DISCHARGE OF THE SPECIFIED DUTIES AND OBLIGATIONS IMPOSED BY THE CONTRACT DOCUMENTS. IF THE CONTRACTOR IS UNABLE OR UNWILLING TO MAINTAIN AN EXTENDED SUPERVISION OF THE WORK, HE SHALL PLACE AN EXPERIENCED FOREMAN IN CHARGE WHO SHALL BE RESPONSIBLE FOR REPRESENTING HIM AT ALL TIMES, COORDINATE THE SUBCONTRACTORS WORK, CHECK & VERIFY ALL DETAILS, SHOP DRAWINGS, MEASUREMENTS, ETC. AND TRANSMIT THE ARCHITECTS INSTRUCTIONS. SERVICES DURING CONSTRUCTION
- THE CONTRACTOR WILL PAY ALL COSTS FOR ALL UTILITIES, INCLUDING WATER, ELECTRIC, GAS AND TELEPHONE. CLOSEOUT
- THE CONTRACTOR SHALL TURN OVER TO THE OWNER ALL OPERATING, MAINTENANCE AND SPARE PARTS MANUALS FOR ALL MECHANICAL, ELECTRICAL AND SIMILAR EQUIPMENT. THE CONTRACTOR SHALL PROVIDE OPERATING INSTRUCTIONS IN THE FORM OF A DEMONSTRATION TO THE OWNER FOR ALL SUCH EQUIPMENT.
- 2. PRIOR TO TURNOVER OF THE PROJECT TO THE OWNER, THE CONTRACTOR SHALL REMOVE ALL UNUSED MATERIAL, EQUIPMENT AND DEBRIS AND SHALL THOROUGHLY CLEAN AND DUST ALL SURFACES INCLUDING BUT NOT LIMITED TO DOORS, WINDOWS, GLASS, FLOORS, ELECTRICAL DEVICES, PLUMBING FIXTURES AND MILLWORK. REMOVE ALL PROPRIETARY LABELS FROM THE WORK EXCEPT WHERE REQUIRED BY CODE TO REMAIN.

- 3. BESIDES THE GENERAL BROOM CLEANING, THE GENERAL CONTRACTOR, AT HIS OWN COST AND EXPENSE, SHALL BE RESPONSIBLE FOR THE FINAL CLEANING AND RESTORATION OF AFFECTED AREAS IN A MANNER ACCEPTABLE TO THE ARCHITECT OR OWNER EACH CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL BULK DEBRIS, SUCH AS CARTONS AND CRATES, RESULTING/ FROM HIS OWN INSTALLATION. EACH CONTRACTOR SHALL CLEAN ALL FIXTURES AND EQUIPMENT INSTALLED UNDER HIS CONTRACT. GUARANTY/WARRANTY
- CONTRACTOR SHALL GUARANTEE ALL WORK (LABOR, MATERIALS AND EQUIPMENT) FOR LEAST AT ONE YEAR FROM DATE OF COMPLETION OF THE PROJECT. AND, SHALL SUBMIT SUCH GUARANTEE IN WRITING.
- 2. THE OWNER SHALL MAKE PAYMENTS ONLY AFTER APPROVAL BY THE ARCHITECT OF ALL BILLS FOR PAYMENT. THE ARCHITECT SHALL DECIDE WHAT IS PROPERLY DUE. NO PAYMENTS BY THE OWNER SHALL CONSTITUTE AN ACCEPTANCE OR WORK OR MATERIALS THAT ARE NOT IN ACCORDANCE WITH THE CONTRACT.
- 3. THE ARCHITECT MAY DIRECT THE WITHHOLDING OR, ON ACCOUNT OF SUBSEQUENTLY DISCOVERED EVIDENCE, NULLIFY THE WHOLE OR ANY PART OF A PAYMENT TO SUCH EXTENT AS MAY BE NECESSARY, TO PROTECT THE OWNER FROM LOSS ON ACCOUNT OF:
- A) DEFECTIVE WORK NOT REMEDIED.
- B) CLAIMS FILED OR REASONABLE EVIDENCE INDICATING PROBABLE FILING OF CLAIMS.
- C) FAILURE OF THE CONTRACTOR TO MAKE PAYMENTS PROPERLY TO SUBCONTRACTORS, OR FOR MATERIAL OR LABOR.
- D) A REAGONABLE DOUBT THAT THE CONTRACT CAN BE COMPLETED FOR THE BALANCE THEN UNPAID.
- E) DAMAGE TO ANOTHER CONTRACTOR.
- 4. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT, IF REQUIRED, RECEIPTS OR OTHER VOUCHERS, SHOWING HIS PAYMENTS FOR MATERIALS AND LABOR! INCLUDING PAYMENTS TO SUBCONTRACTORS.
- THE ARCHITECT SHALL SPECIFY THE FORM AND TYPE OF APPLICATION FOR PAYMENTS BY THE CONTRACTOR, AND MAY REQUIRE SUPPORTING EVIDENCE AS TO THE CORRECTNESS OF THE SCHEDULE OF VALUES FOR VARIOUS PARTS OF THE WORK. IF THE PAYMENTS ARE MADE FOR MATERIALS DELIVERED AND STORED AT THE SITE, BUT NOT INCORPORATED IN THE WORK, THEY SHALL BE CONDITIONED ON THE SUBMISSION BY THE CONTRACTOR OF BILLS OF SALE OR SUCH OTHER EVIDENCE AS WILL ESTABLISH THE OWNER'S TITLE.
- THE FINAL 10% WILL BE WITHHELD UNTIL COMPLETION OF THE JOB. CLEANUP OF THE JOB SITE, PROOF THAT ALL OBLIGATIONS HAVE BEEN PAID, AND UPON FINAL) ACCEPTANCE BY THE ARCHITECT OR OWNER

LIABILITY AND INSURANCE

- CERTIFICATES OF CONTRACTOR'S AND SUBCONTRACTORS' INSURANCE SHALL BE FILED WITH THE OWNER BEFORE COMMENCEMENT OF WORK, IF A SUBCONTRACTOR HAS BEEN ADDED TO THE CONTRACTOR'S INSURANCE POLICY OR POLICIES, A RIDER TO THAT EFFECT MUST BE FILED WITH THE OWNER BEFORE COMMENCEMENT OF WORK.
- 2. THE CONTRACTOR AND SUBCONTRACTORS SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER FROM AND AGAINST ALL LOSSES AND CLAIMS, DEMANDS, PAYMENTS, SUITS, RECOVERIES AND JUDGMENTS OF EVERY NATURE AND DESCRIPTION SOUGHT OR RECOVERED AGAINST HIM BY REASON OF AN ACT OR OMISSION BY THE CONTRACTOR, HIS AGENTS OR EMPLOYEES, IN THE EXECUTION
- OF THE WORK OR IN GUARDING OF IT.
- ALL PERTINENT PRECAUTIONS FOR ACCIDENT PREVENTION RECOMMENDED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., OSHA, OR BY STATE AND LOCAL LAWS AND REGULATIONS, SHALL BE CONSIDERED TO FORM A PART OF THE CONTRACT WORK. WAIVERS OF LIEN
- AT COMPLETION OF WORK AND PRIOR TO OR CONCURRENT WITH FINAL PAYMENT. GENERAL CONTRACTOR SHALL DELIVER TO THE OWNER A COMPLETE RELEASE FROM ALL LIENS IN CONJUNCTION WITH THIS CONTRACT.
- THEFT AND BREAKAGE CLAUSE RESPONSIBILITY FOR THE CARE & PROTECTION OF THE WORK COVERED BY THE CONTRACT SHALL REST WITH THE CONTRACTOR UNTIL IT HAS BEEN ACCEPTED BY THE OWNER. CONTRACTOR IS TO PROTECT PROPERTY & MATERIAL AGAINST THEFT. INJURY & DAMAGES FROM ALL CAUSES UNTIL ACCEPTANCE BY THE OWNER.
- COMPLETION WORK WILL NOT BE CONSIDERED "COMPLETE" OR "SUBSTANTIALLY COMPLETE" UNTIL RELEASE OF ALL LIENS, AND INSPECTION CERTIFICATES AND CERTIFICATE OF OCCUPANCY ARE RECEIVED BY THE OWNER.

EASEMENT -

DRAWING LIST: A-001 SITE PLAN & NOTES A-100 PLANS & SECTIONS

ROOF & FRAMING A-101 A-200 EXTERIOR ELEVATIONS





ZONING ANALYSIS

Owner Deborah Brenner

Section/Block/Lot 77.12-1-50

Tappan NY 10983

Note: Bldg SFs and F.A.R. furnished by Town of Orangetown

65.153 Spacing of buildings on the same lo 65.227 Accessory buildings in required rear or side yards Address 417 Washington Avenue Current Use Single-Family Resd

Proposed Use Single-Family Resd

Town of Orangetown Ch. 43/Zoning

Architecture + Desigi

7 10960 AT 845 53,111

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#/Stories 2

Const Type VB

Zone **R-15** Occ Class R-3 Group M

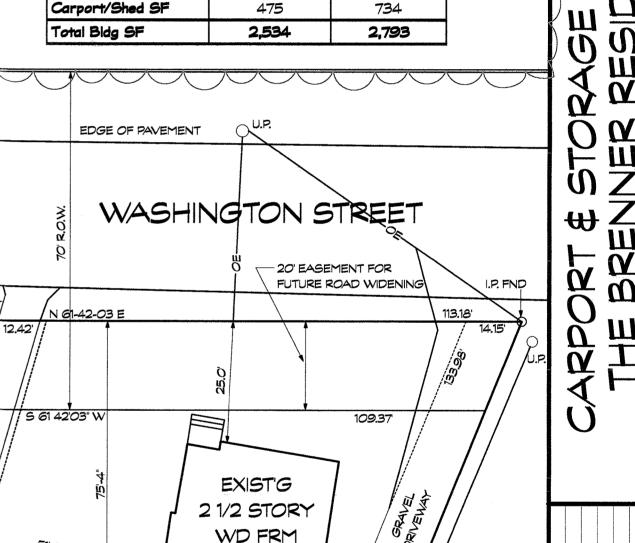
ALL BUILDINGS	ALLOWED	EXISTING	PROPOSED
Floor Area Ratio (F.A.R.)	20%	21%*	23%†
ACCESSORY BUILDING	REQUIRED/ ALLOWED	EXISTING	PROPOSED
Maximum Building Height	15'	12'	15'
Minimum Setback from Lot Line	5	5'	5'
Maximum Allowable Area of Rear Yard (%)	30%	9.3%	14.4%
Minimum Distance Between Structures	15'	15'	13'†

F.A.R. CALCULATION

417 Washington Street Tappan NY 10983

Note: Bldg SFs and F.A.R. furnished by Town of Orangetow

	EXISTING	PROPOSED
Lot SF	12,009	12,009
House SF	2,059	2,059
Carport/Shed SF	475	734
Total Bldg SF	2,534	2,793



DWELLING

#417

WOOD

DECK

NEW

CARPORT

& SHED

SCALE: 1" = 20"

W 15' SAN SEWER

Y LINE EASEMENT

EXISTS CHAIN LINK.

Ora OF IGE **⊘**€ REAR YARD = 4918 SF

PR

2024

BASED ON A SURVEY PREPARED BY

DATED: SEPTEMBER 1995

WILLIAM YOUNGBLOOD ASSOCIATES

SITE PLAN & NOTES

SCALE AS NOTED

A-001

5\$CO. # 2218

