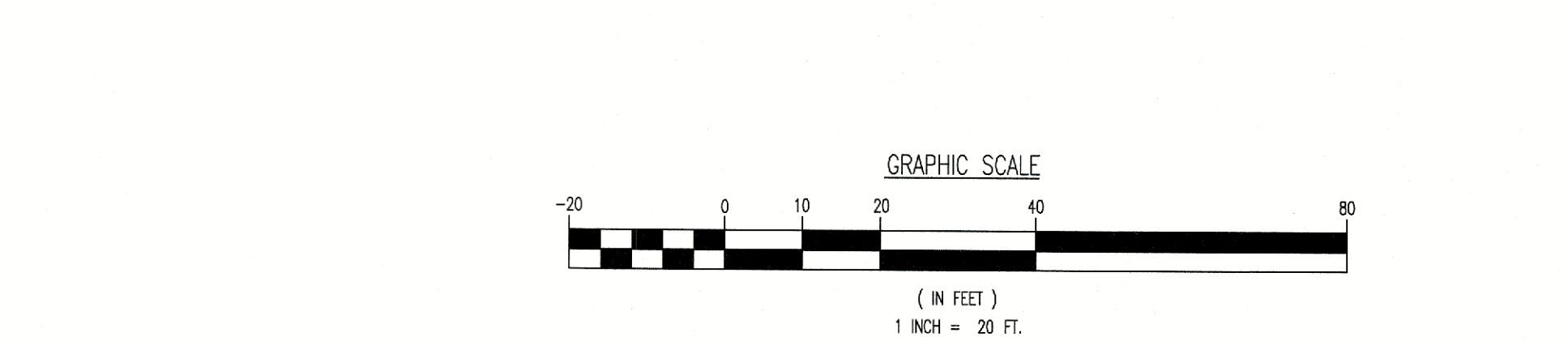


GENERAL NOTES

- THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
 - BOUNDARY & TOPOGRAPHIC SURVEY
 - GALLAS SURVEYING GROUP
 - 2025 L.S. 101
 - NORTH BRUNSWICK, NJ 08902
 - SURVEY FILE NO. 00172
 - DATED: 10-17-2022; REVISED: 01-18-2022
- APPLICANT: PARKH NETWORK, LLC
- OWNER: LOUIS J. CALLO & JEAN F. CALLO
- PARCEL DATA: PARCEL 60-3-6.1, 197 SOUTH PLANK ROAD, TOWN OF NEWBURGH, ORANGE COUNTY, NY
- ZONE: ZONE B (BUSINESS ZONE)
- EXISTING USE: FAST-FOOD RESTAURANT (NON-FERMIED USE) (§ 185-10, ATTACHMENT 11)
- PROPOSED USE: FAST-FOOD RESTAURANT (NON-FERMIED USE) (§ 185-10, ATTACHMENT 11)
- SCHEDULE OF ZONING REQUIREMENTS (§ 185-11, ATTACHMENT 13)

ZONE REQUIREMENT	FAST FOOD RESTAURANT - (B ZONE REQUIREMENTS FOR RESTAURANT ONLY)	EXISTING	PROPOSED
MINIMUM LOT AREA	40,000 SF	42,212 SF (97 AC)	42,212 SF (97 AC)
MINIMUM LOT WIDTH	150 SF	125.5 FT (E)	125.5 FT (E)
MINIMUM LOT DEPTH	150 SF	297.0 FT	297.0 FT
MINIMUM FRONT YARD SETBACK (SOUTH PLANK ROAD)	50 FT	13.9 FT (E)	75.6 FT
MINIMUM FRONT YARD SETBACK (UNION AVENUE)	50 FT	25.3 FT (E)	32.5 FT (M)
MINIMUM REAR YARD SETBACK	60 FT	79.4 FT	120.6 FT
MINIMUM SIDE YARD SETBACK	30 FT	6.6 FT (E)	58.2 FT
MAXIMUM BUILDING HEIGHT	40 FT	40 FT	40 FT
MAXIMUM LOT SURFACE COVERAGE	80%	49.4% (20,837 SF)	61.3% (25,884 SF)
MAXIMUM BUILDING COVERAGE	40%	6.4% (2,681 SF)	6.0% (2,537 SF)

- N/S: NO STANDARD N/A: NOT APPLICABLE (E): EXISTING NON-COMFORMANCE (V): VARIANCE
- * FAST FOOD RESTAURANTS ARE NOT PERMITTED IN THE B (BUSINESS) ZONE, THEREFORE, THERE ARE NO BULK REQUIREMENTS FOR THIS USE IN THIS ZONE. AS SUCH, THE BULK REQUIREMENTS FOR FAST FOOD RESTAURANTS IN THE B (INTERCHANGE BUSINESS) DISTRICT ARE PROVIDED FOR REFERENCE.
- PARKING REQUIREMENTS
 - A. THE MINIMUM PARKING SPACE WIDTH SHALL BE NINE (9) FEET, AND THE MINIMUM LENGTH SHALL BE SEVENTEEN (17) FEET. EACH SPACE SHALL BE DELINEATED ON THE SURFACE OF THE PARKING AREA BY TWO (2) PAINTED LINES PARALLEL TO THE LONGEST DIMENSION OF THE SPACE, EACH OF WHICH SHALL BE FOUR (4) INCHES IN WIDTH AND BEGINNING TWELVE (12) INCHES INSIDE BOTH DIVIDING LINES OF THE SPACE. (§ 185-130.3) (COMPLIES)
 - B. OFF-STREET PARKING SPACE REQUIREMENTS FOR NONRESIDENTIAL USES SUCH AS RESTAURANT, CLUB, EATING OR DRINKING PLACE, INCLUDING FAST-FOOD AND DRIVE-THROUGH FACILITIES SHALL BE ONE (1) SPACE PER FOUR (4) SEATS OR PER FORTY (40) SQUARE FEET OF SEATING AREA OR AS REQUIRED BY THE PLANNING BOARD FOR RESTAURANTS DEMONSTRATING GREATER PARKING NEEDS IN THE JUDGEMENT OF THE PLANNING BOARD. (§ 185-130.1)(b)
 - (24 SEATS) x (1 PARKING SPACE/4 SEATS) = 6 SPACES REQUIRED
 - 23 SPACES PROVIDED (COMPLIES)
 - LOADING REQUIREMENTS
 - A. FOR A BUILDING WITH A FLOOR AREA OF LESS THAN TWENTY-FIVE THOUSAND (25,000) SQUARE FEET, ONE (1) OFF-STREET TRUCK LOADING SPACE SHALL BE PROVIDED. (§ 185-136.6) (VARIANCE - DESIGNATED LOADING ZONE NOT PROVIDED)
 - DRIVEWAY REQUIREMENTS
 - A. UNOBSTRUCTED ACCESS TO AND FROM A STREET SHALL BE PROVIDED. SUCH ACCESS SHALL CONSIST OF AT LEAST TWO (2) LINES OF TEN (10) FOOT WIDTH APART. (§ 185-130.6)(a) (COMPLIES)
 - B. NO ENTRANCE OR EXIT FOR AN ACCESSORY OFF-STREET PARKING AREA WITH OVER TEN (10) PARKING SPACES OR ANY LOADING BERTH SHALL BE LOCATED WITHIN ONE HUNDRED AND FIFTY (150) FEET OF A STREET INTERSECTION. (§ 185-130.6)(b) (COMPLIES)
 - C. DRIVEWAYS SHALL BE DESIGNED WITH A GRADE NO MORE THAN ONE (1) INCH PER FOOT FROM THE EDGE OF PAVEMENT OR BACK OF CURB TO THE RIGHT-OF-WAY LINE. THE MINIMUM WIDTH OF THE DRIVEWAY PAVEMENT AT THE ROAD PAVEMENT LINE OR AT THE CURBLINE SHALL BE FIFTEEN (15) FEET, TAPERING TO A MINIMUM OF TEN (10) FEET AT THE RIGHT-OF-WAY LINE. (§ 161-34A) (COMPLIES)
 - SIDWALK REQUIREMENTS
 - A. SIDWALKS SHALL BE LOCATED SUCH THAT THE OUTSIDE OF THE SIDWALK IS TWO (2) FEET FROM THE INSIDE OF THE RIGHT-OF-WAY LINE. (§ 161-35A) (COMPLIES)
 - CURB REQUIREMENTS
 - A. CURBS ARE TO BE SIX (6) INCHES WIDE AT THE TOP AND EIGHT (8) INCHES WIDE AT THE BOTTOM, WITH A TOTAL HEIGHT OF TWENTY (20) INCHES. THE FACE OF THE CURB SHALL BE EXPOSED SIX (6) INCHES AT THE EDGE OF THE PAVED ROADWAY. (§ 161-36.1)(1) (COMPLIES)
 - FAST-FOOD DRIVE-THRU AND DRIVE-UP ESTABLISHMENT REQUIREMENTS
 - A. ALL DRIVE-THRU AISLES SHALL EXTEND INTO A PARKING AREA OR ONTO A SIDE STREET AND NOT DIRECTLY ONTO ROUTES HW, 17K, 32, 32 OR 300. (§ 185-42A.1)(1) (COMPLIES)
 - B. PARKING SHALL BE ADEQUATE FOR THE TYPE OF FACILITY PROPOSED, WITH THREE (3) ADDITIONAL SHORT-TERM SPACES DEVOTED SPECIFICALLY FOR PICK-UP OR ORDER DELAYS FOR EACH DRIVE-UP, DRIVE-THRU, WALK-UP OR PICK-UP WINDOW OR AREA INSIDE OR OUTSIDE OF THE BUILDING. (§ 185-42A.2)(1) (COMPLIES)
 - C. PUBLIC ROADS AND INTERNAL DRIVE AISLES SHALL NOT BE BLOCED BY WAITING DRIVE-THRU TRAFFIC. (§ 185-42A.4)(1) (COMPLIES)
 - D. PARKING AREAS AND CIRCULATION DRIVES SHALL BE ADEQUATELY SEPARATED SO AS TO AVOID CONFLICT BETWEEN PARKING CARS AND WAITING DRIVE-THRU TRAFFIC. (§ 185-42A.5)(1) (COMPLIES)
 - E. ADEQUATE STOPPING SPACE WILL BE PROVIDED FOR WAITING DRIVE-THRU VEHICLES SUCH THAT THESE VEHICLES DO NOT INTERFERE WITH SITE VEHICULAR OR PEDESTRIAN CIRCULATION. (§ 185-42A.6)(1) (COMPLIES)
 - F. ANY SUCH USE SHALL MEET THE FOLLOWING CONDITIONS OF OPERATION:
 - THE APPLICANT REQUESTS ANY AND ALL SUBMISSIONS WAIVERS THAT ARE NOT SPECIFICALLY IDENTIFIED HEREIN. TESTIMONY WILL BE SUPPLIED AT THE PUBLIC HEARING TO SUPPORT SAID SUBMISSIONS WAIVERS.
 - PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS BY ALL OF THE PERMITTING AUTHORITIES.
 - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
 - THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER CONSTRUCTION MANAGER OF ANY DISCREPANCY BETWEEN SOILS REPORT & PLANS.
 - SOIL CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
 - THE PRELIMINARY SURVEY SHALL BE CONSIDERED A PART OF THESE PLANS.
 - ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
 - SOLID WASTE TO BE DISPOSED OF BY CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 - ALL EXCAVATED UNSUITABLE MATERIAL MUST BE TRANSPORTED TO AN APPROVED DISPOSAL LOCATION.
 - CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION AND SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS, AS WELL AS ADDITIONAL PROVISIONS TO ASSURE STABILITY OF CONTIGUOUS STRUCTURES, AS FIELD CONDITIONS DICTATE.
 - ALL CONTRACTORS MUST CARRY STATUTORY WORKERS COMPENSATION, EMPLOYERS LIABILITY INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNIFY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH DYNAMIC ENGINEERING CONSULTANTS, P.C. WITH CERTIFICATES OF INSURANCE AS FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS DYNAMIC ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
 - NEITHER THE PROFESSIONAL ACTIVITIES OF DYNAMIC ENGINEERING CONSULTANTS, P.C. NOR THE PRESENCE OF DYNAMIC ENGINEERING CONSULTANTS, P.C. OR ITS EMPLOYEES AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERVISING AND COORDINATING THE WORK IN ACCORDANCE WITH THE DESIGN CONCEPT AND INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THIS ITEM IS A COMPONENT. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. IN WRITING BY THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.



GENERAL NOTES (CONT.)

- DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN IN THE CONSTRUCTION MEANS OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES OR CONSTRUCTION SAFETY PRECAUTIONS, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF DYNAMIC ENGINEERING CONSULTANTS, P.C. IN WRITING BY THE CONTRACTOR. DYNAMIC ENGINEERING CONSULTANTS, P.C. SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
- IN AN EFFORT TO RESOLVE ANY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT OR FOLLOWING THE COMPLETION OF THE PROJECT, DYNAMIC ENGINEERING CONSULTANTS, P.C. AND THE CONTRACTOR MUST AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- THE CONTRACTOR MUST INCLUDE A MEDIATION PROVISION IN ALL AGREEMENTS WITH INDEPENDENT SUBCONTRACTORS AND CONSULTANTS RETAINED FOR THE PROJECT AND TO RESOLVE ALL INTERDISCIPLINARY CONFLICTS THAT ARISE DURING THE DESIGN AND CONSTRUCTION OF THE PROJECT AND TO RESOLVE ALL DISPUTES BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT SHALL BE SUBMITTED TO NONBINDING MEDIATION UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.
- PROVIDING FOR MEDIATION AS THE PRIMARY METHOD FOR DISPUTE RESOLUTION BETWEEN THE PARTIES TO ALL SUCH AGREEMENTS.
- IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THEREOF, AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM AND IT SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.
- ALL TRAFFIC SIGNS AND STRIPING SHALL FOLLOW THE REQUIREMENTS SPECIFIED IN THE MANUAL ON "UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
- THE BUILDING SETBACK DIMENSIONS ILLUSTRATED AND LISTED ON THE SITE PLAN DRAWINGS ARE MEASURED FROM THE OUTSIDE SURFACE OF BUILDING WALLS; THESE SETBACK DIMENSIONS DO NOT ACCOUNT FOR ROOF OVERHANGS, ORNAMENTAL ELEMENTS, SIGNAGE OR OTHER EXTERIOR EXTENSIONS UNLESS SPECIFICALLY NOTED.
- CONTRACTOR ACKNOWLEDGES HE HAS READ AND UNDERSTOOD THE DESIGN PHASE SOIL PERMEABILITY AND GROUNDWATER TEST, RESULTS IN THE STORMWATER MANAGEMENT REPORT AND THAT THE CONTRACTOR'S RESPONSIBILITIES INCLUDE NECESSARY PROVISIONS TO ACHIEVE THE DESIGN FERMABILITY IN THE FIELD.
- CONTRACTOR TO BE ADVISED THAT THE ENGINEER WAS NOT PROVIDED WITH FINAL FLOOR PLAN DRAWINGS FOR THE BUILDING AT THE TIME OF THE SITE PLAN DESIGN. AS A RESULT, ENTRANCE DOOR LOCATIONS AS DEPICTED HEREON MAY NOT BE FINAL AND MUST BE CONFIRMED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. THE HANDICAP ACCESSIBLE PARKING SPACES AND ASSOCIATED RAMP AND ACCESSIBLE ROUTES MUST COMPLY WITH NAC 523-7 AND THE HANDICAP PARKING SPACES MUST BE LOCATED AS THE NEAREST SPACES TO THE ENTRANCE. CONTRACTOR TO NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCY PRIOR TO CONSTRUCTION.
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THIS PLAN SET IS FOR PERMITTING PURPOSES ONLY AND MAY NOT BE USED FOR CONSTRUCTION

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PROJECT: **PARKH NETWORK, LLC**
PROPOSED POPEYES
PARCEL 60-3-6.1
197 SOUTH PLANK ROAD
TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

JOB No: 22-01041
DATE: 08/24/2023
DRAWN BY: RPK
SCALE: (H) 1"=20'
(V)
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Rev. _____ Date _____