

ZB# 01-20

**Vincent Lawrence /
Kenneth Lorenzen**

57-1-65.21

Prclm.

June 11, 2001
Approved for P.H. granted
(App. furnished)

Public ~~is~~ Hearing.
June 25, 2001

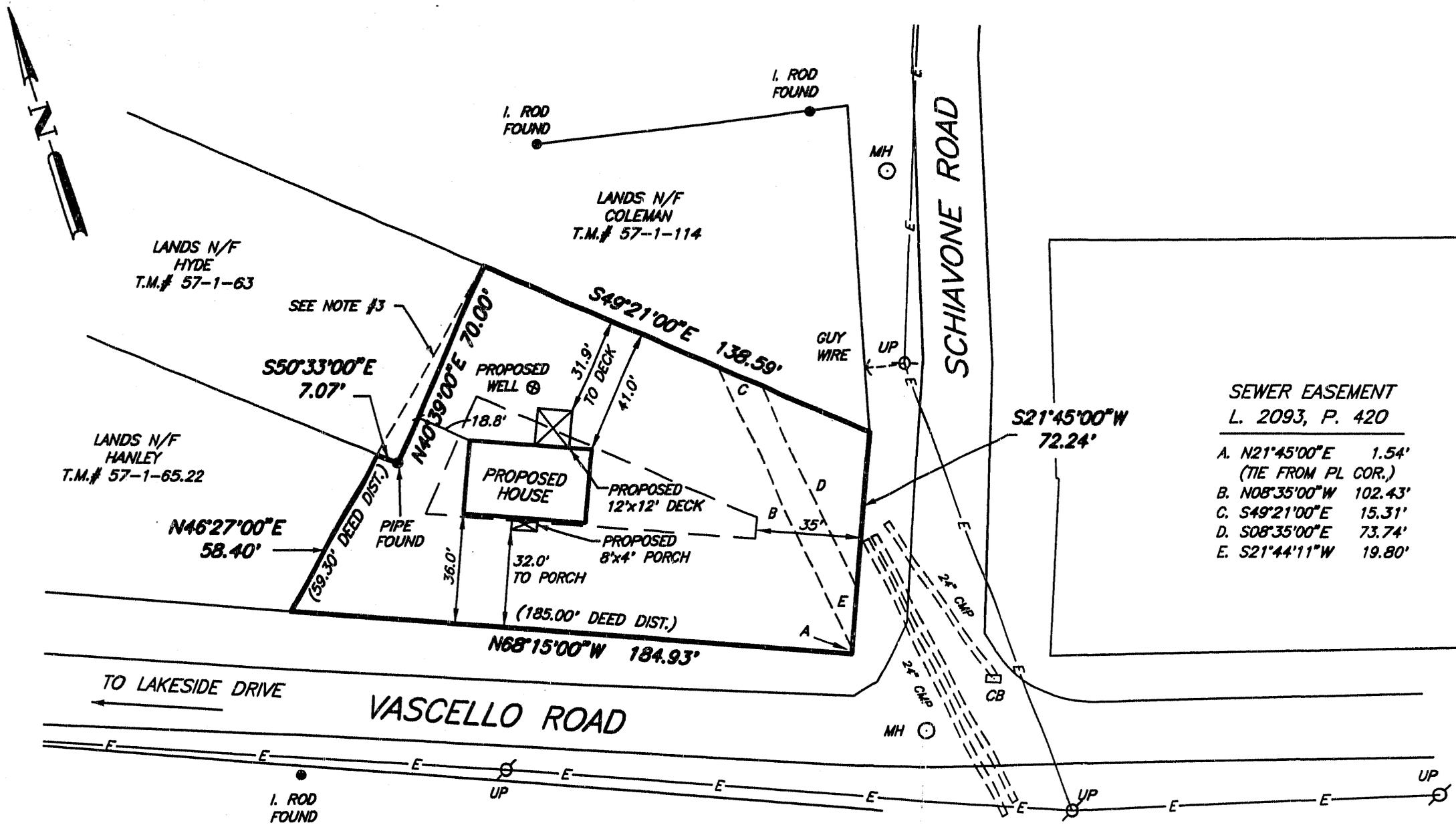
Variations Denied

0-5

Refund:

\$ 167.00

#01-20 Lawrence, Vincent (Lorenzen,
Kenneth
Area 57-1-65.21



SEWER EASEMENT
L. 2093, P. 420

A.	N21°45'00"E	1.54'
(TIE FROM PL COR.)		
B.	N08°35'00"W	102.43'
C.	S49°21'00"E	15.31'
D.	S08°35'00"E	73.74'
E.	S21°44'11"W	19.80'

TABLE MINIMUM DIMENSIONS

	R-4 ZONE	
	REQUIRED	PROVIDED
LOT AREA	20,000 SQ.FT.	15,318± SQ.FT.
LOT WIDTH	100'	168.4'
FRONT YARD	35'	36.0'
REAR YARD	40'	41.0'
SIDE YARD(S)	15'/30'	18.8'/90.8'
LOT COVERAGE	30%	30%



NOTES:

1. TAX MAP #57-1-65.21
2. AREA: 15318± S.F. OR 0.352± AC.
3. PROPERTY LINE OF PARCEL AS INDICATED ON FILED MAP #2886 AS BEING THE LOT LINE BETWEEN PARCEL #1 & PARCEL #2. MAP FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON OCTOBER 27, 1972 AND WAS PREPARED BY THEODORE JARGSTORFF L.S.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS PLAN BEARING A LICENSED PROFESSIONAL'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW

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REVISED	NATURE OF REVISION	CR	REVISED	NATURE OF REVISION	CR
04/20/01	ADD PROP. EASE. & WELL				

SURVEY

FOR

KENNETH LORENZEN

TOWN OF CORNWALL

ORANGE COUNTY, N.Y.

SCALE: 1" = 40'

APRIL 26, 2001

DRAWN BY: PM
CHKD BY:

EUSTANCE & HOROWITZ, P.C.
P. O. BOX 42 CIRCLEVILLE, NEW YORK 10819

DWG.#
DISK # 210010

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Lawrence Lorenzen

FILE# 01-20

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

* * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

*Paid ck. 5325
5/29/01.*

*paid ck.
5/29/01.*

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 6/1/01-3 .. \$ 13.50.
2ND PRELIMINARY- PER PAGE 6/25/01-11 .. \$ 49.50.
3RD PRELIMINARY- PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____
TOTAL \$ 63.00.

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 6/1/01 \$ 35.00
2ND PRELIM. 6/25/01 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING \$ _____
PUBLIC HEARING (CONT'D) \$ _____
TOTAL \$ 70.00.

MISC. CHARGES:

..... \$ _____
TOTAL \$ 133.00

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$ _____
REFUND DUE TO APPLICANT .. \$ 167.00

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER



KENNETH LORENZEN
274 CRAIGVILLE ROAD
GOSHEN, NEW YORK 10924
(845) 294-7587
FAX: (845) 294-0752

EXPLANATION	AMOUNT
Fee. -	

50-7052/2219

5325

PAY AMOUNT OF

Fifty — *00*

DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
5/28/01	Town of New Windsor		5325

\$ 50.00

Security features included. Check on back.

GOSHEN SAVINGS BANK
ONE SOUTH CHURCH STREET - GOSHEN, NEW YORK 10924

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW

ZBA # 01-20.

⑆221970524⑆ 852 1052608⑈ 5325

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER



KENNETH LORENZEN
274 CRAIGVILLE ROAD
GOSHEN, NEW YORK 10924
(845) 294-7587
FAX: (845) 294-0752

EXPLANATION	AMOUNT
Deposit	

50-7052/2219

5326

PAY AMOUNT OF

Three hundred — *00*

DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
5/28/01	Town of New Windsor		5326

\$ 300.00

Security features included. Check on back.

GOSHEN SAVINGS BANK
ONE SOUTH CHURCH STREET - GOSHEN, NEW YORK 10924

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW

ZBA # 01-20.

⑆221970524⑆ 852 1052608⑈ 5326

-----x
In the Matter of the Application of
VINCENT LAWRENCE/KENNETH LORENZEN

**MEMORANDUM OF
DECISION DENYING
AREA VARIANCES**

#01-20.
-----x

WHEREAS, VINCENT LAWRENCE, 78 Golden Eagle Lane, Littleton, Colorado 80127, owner, and KENNETH LORENZEN, 274 Craigville Road, Goshen, N. Y. 10924, have made application before the Zoning Board of Appeals for a 6,472 sq. ft. lot area and 9 ft. rear yard variances for construction of a single-family residence on Vascello Road in an R-4 zone; and

WHEREAS, a public hearing was held on the 25th day of June, 2001 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared on behalf of the Application; and

WHEREAS, there were three spectators appearing at the public hearing; and

WHEREAS, the three spectators spoke in opposition to this Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property, currently vacant, located in a neighborhood containing one-family homes.

(b) Applicant seeks variances to construct a single-family residence on the property.

(c) The lot area variance request is based not only on the size of the lot, but also on the fact that a sewer easement intersects the lot.

(d) The Applicant seeks a variance in excess of 33% of the required area.

(e) The Applicant proposes, if the variances are granted, to use municipal sewer service. The rear yard variance sought is for the purpose of constructing a deck of the approximate size of 12 ft. x 12 ft. on the rear of the house. One speaker at the meeting submitted a number of letters from neighbors objecting to the Application.

(f) The persons who spoke in opposition to the Application cited the fact that the lot is substantially smaller than those in the neighborhood, construction might effect a stream going through the property, the contour of the property is very steep.

(g) Another person spoke citing in addition to the concerns listed above, the likelihood toward flooding.

(h) The lot was apparently created in 1977 as a result of the subdivision.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will produce an undesirable change in the character of the neighborhood and will create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variances requested are substantial in relation to the Town regulations and are not warranted for the reasons listed above.
4. The requested variance may have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is not self-created.
6. The benefit to the Applicant, if the requested variances are granted, does not outweigh the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances are not appropriate.
8. The interests of justice will not be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor DENY a request for a 6,742 sq. ft. lot area and 9 ft. rear yard variance for construction of a single-family residence on Vascello Road in an R-4 zone as sought by the Applicants in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicants.

Dated: August 13, 2001.


Chairman

R&F. ZBA 6/25/01

From the Desk of
Thomas P. Calebotta

**Zoning Board of Appeals
Town of New Windsor**

Dear Lawrence Torley, Chariman:

I am sorry that I cannot attend the tonights meeting. I reside at 19 Schaivone Road, in New Windsor. My wife and myself are very concerned with the Zoning Local Law to permit construction of a single-family residence with less than the allowable lot area and rear yard. With such a practice being allowed this time, how will we know if the next time this 'threat' to our neighborhood will be followed through once again. Not only myself, but my neighbors, are very concerned that following this construction, present property holders' water well sources may deprecate. Not to mention the fact that in the last 6 months the number of wells that have gone dry in Beaver Dam Lake, is on the rise. We are afraid that increasing the number of homes in this area, may be a threat, once again, to our wells. We are also concerned with the sewer system. As you know at the the bottom of Schiavone Road, where it meets with Vascello Road, we have had numerous problems with the sewers. Please take my appeal into your consideration. Thank you for your time!

Sincerely,

Thomas P. Calebotta



**Appeal No. 20
Tax map Section 57, BLK. 1, lot 65.21**

R&F 2BA 6/25/01.

**Joseph S. Lovano
Judith (Silvano) Lovano
66 Beaver Brook Road
New Windsor, NY 12553**

**Phone: 845/ 496-8068
Fax: 845/ 496-8625**

June 25, 2001

Mr. Lawrence Torley, Chairman
Zoning Board of Appeals
Town of New Windsor
555 Univion Avenue
New Windsor, NY 12553

Dear Mr. Torley and the Zoning Board Members;

We are very concerned about the proposed variance on the property on Vascello Road on the corner of Schiavone Road (Section 57, Block 1, Lot 65.21).

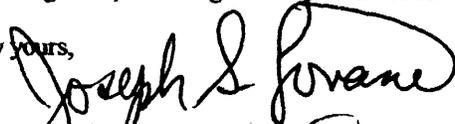
This property is just across from our property, and separated only by a small easement. Should the owners build a house on this site it would cause undue disturbance. We have resided at 66 Beaver Brook Road for the past 8 years (57 - 1 - 48.1)

It is our understanding that the owners of said property were aware of the zoning laws at the time of purchase and therefore we are very concerned about their plans to build on such a small lot adjacent to our yard. In addition to the obvious sightline and privacy problem, we are seriously concerned about the extent of the many new homes being built in our area and about the stress to our wells, on which so many of us depend. Notwithstanding the recent ample rainfall, there have been seasons where we were seriously concerned about our well running dry, and each additional household that uses our already well-used water table potential undermines the eco - system for all of us.

Additionally, the stream that runs along our property and feeds into Beaver Dam Lake could be adversely affected by such building as well. I want to point out that the property in question is also adjacent to an Easement for the water run-off that feeds into Beaver Brook as well and that building a house on this property could also mean altering the structural and engineering basis for that easement.

Considering the lack of compliance with present zoning rules, we are against any variance for this property.

Most Sincerely yours,


Joseph S. Lovano

Judith S. Lovano

R4F 2BA
6/25/01.

Dear Zoning Board

I disapprove of variance of appeal 20, section 57 blk. 1 lot 65.21

With the 60 new homes with legal lot sizes going up in the area and the water table making wells 150 to 300 feet deeper than 20 years ago. I believe this lot can wait to water is town supplied. To my knowledge it was sub-divided in a time when zoning existed, and did not pay recreation donations.

Thank you, Wayne Saedullo
78 Beaver Brook Rd
New Windsor, NY 12553



attached see map + zoning
when my property was subdivided
into 78 + 66 Beaver Brook Rd.

21 Schiavone Road
New Windsor, NY 12553
June 25, 2001

Mr. Lawrence Torley, Chairman
Zoning Board of Appeals
Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

Dear Mr. Torley:

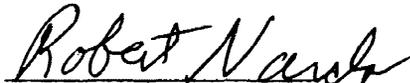
This is in reference to your recent letter notifying us of a public hearing on behalf of the property owners Vincent Lawrence and Kenneth Lorenzen requesting a variance to build on Vascello Road.

We reside at the above address, Section 57, Block 1, Lot 61.2. Unfortunately we cannot attend the hearing this evening due to a prior important engagement. However, Mrs. Judy Silvano has offered to represent us and submit this document in our behalf.

We oppose the variance on the above mentioned property. First of all, it is our understanding that the owners were aware of the zoning laws at the time of purchase. Secondly, we are very concerned with the water table in our area and how the recent development has adversely affected it. We all have our own wells, not town water and many of our neighbors in Beaver Dam Lake have had to dig new wells. Finally, our property borders on the main stream that feeds our lake, as well as, the property Mr. Lawrence and Mr. Lorenzen own, and we are concerned as to how this variance would affect the stream. Therefore, as stated above, we oppose a variance on Section 57, Block 1, Lot 65.21.

Sincerely,


Angela Nardo


Robert Nardo

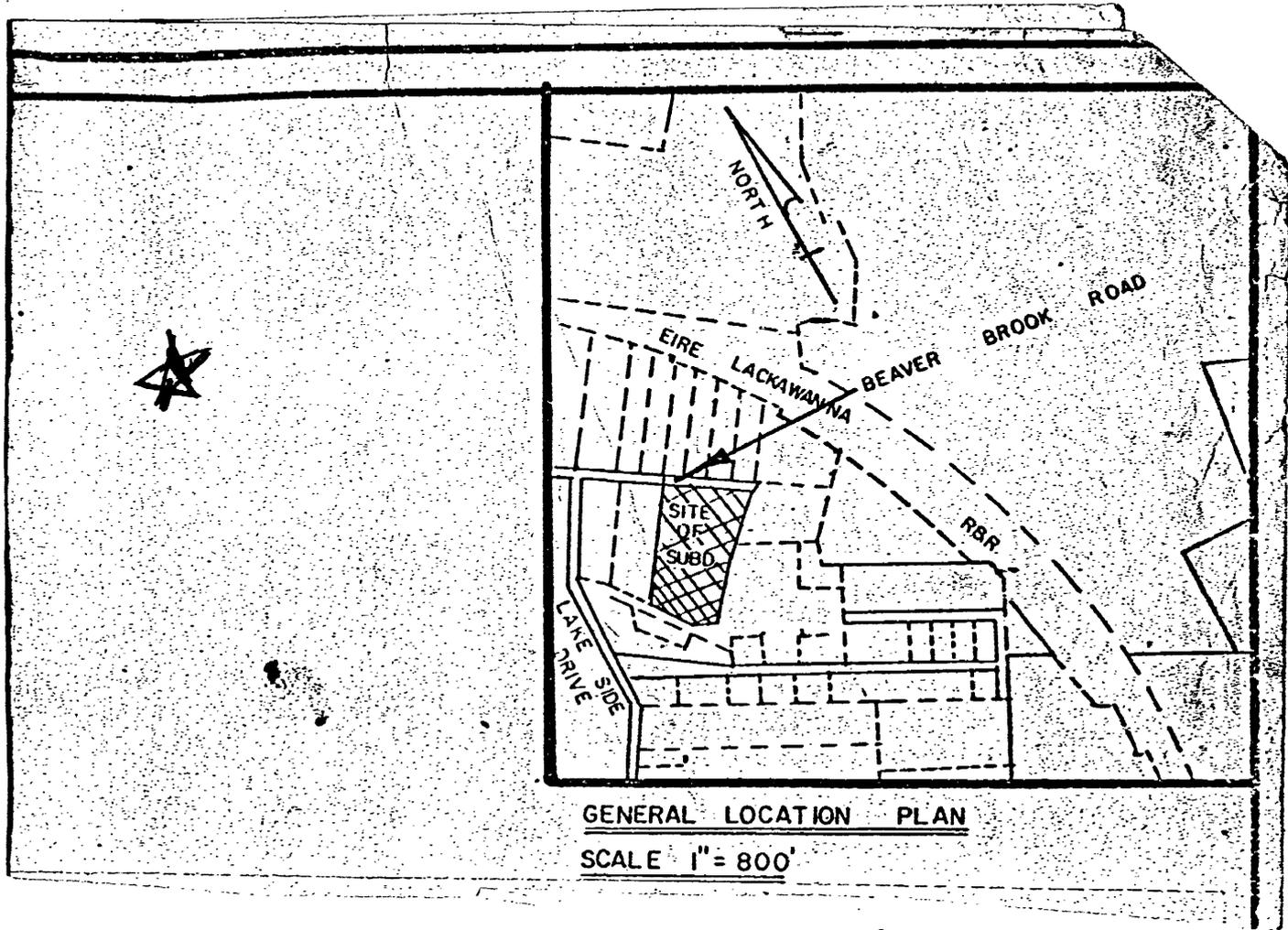
ZONNING DESINGNATION

THIS PARCEL IS IN A R-4 ZONE

ZONNING INFORMATION

*When
lot
was
sub-divided*

MINIMUM	LOT SIZE	43,560	sq. ft.
	LOT WIDTH	125	ft.
	FRONT YARD	40'	ft.
	ONE SIDE YARD	20	ft.
	BOTH SIDE YARD	40'	ft.
	REAR YARD	50	ft.
	ROAD FRONTAGE	70'	ft.



GENERAL LOCATION PLAN

SCALE 1" = 800'

**PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR**

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 20.

Request of Lawrence, Vincent / Lorenzen, Kenneth.

for a VARIANCE of the Zoning Local Law to Permit:

construction of single-family residence of less than
the allowable lot area & rear yard;

being a VARIANCE of Section 48-12- Table of Use Regs. - Cols. C & G

for property situated as follows:

Vascello Road, New Windsor

known and designated as tax map Section 57, Blk. 1 Lot 65.21.

PUBLIC HEARING will take place on the 25th day of June, 2001 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

Lawrence Torley.
Chairman

Date 7/7/01

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550
.....

DATE		CLAIMED	ALLOWED
e/25/01	Zoning Board Mtg	75 00	
	Misc - 4		
	Steiner - 1		
	Maldonado - 2		
	Mucci - 2		
	Bila - 3		
	Pierne - 2		
	Marshall - 7		
	Hofving - 3		
	Lawrence/Lorenzen - 11		
	DeFazio - 2		
	Thomas - 2	220 50	
	Morris 2	295 50	
	= 49		

PUBLIC HEARINGS:

LAWRENCE, VINCE/LORENZEN, KEN

MR. TORLEY: Request for 6,742 square foot lot area and 9 ft. rear yard for construction of single-family residence on corner lot on Vascello Road in an R-4 zone.

Mr. Ken Lorenzen appeared before the board for this proposal.

MR. TORLEY: Is there anyone in the audience who wishes to speak on this matter besides the applicants? We're bringing around a list, this is just so we make sure we have your name right for the record.

MS. CORSETTI: On June 12, we sent out 34 addressed envelopes containing the public hearing notice.

MR. LORENZEN: I received two of those back, they're undeliverable. The lot in question is not large enough for current zoning so originally we're requesting a variance of 6,400 square feet, however, the sewer easement goes through the one corner of it that, adds another 818 square feet so total is 7,353.

MR. BABCOCK: That's 7,353?

MR. LORENZEN: Yes.

MR. TORLEY: Actual variance you're requesting?

MR. LORENZEN: Yes.

MR. TORLEY: Being this is a corner lot, do you feel you'll be able to fit a house with the required setbacks?

MR. LORENZEN: Yes, I've had it all surveyed already and it will fit within, the house itself, there's no problem, we need a variance for the rear deck that comes, that was within the--

MR. TORLEY: I don't see that here.

MR. KRIEGER: Yes, it's right here, 9 foot rear yard.

MR. TORLEY: Okay. How big is the deck you're intending to put on?

MR. LORENZEN: 12 x 12.

MR. TORLEY: So as long as they're extending it off to the left, you'd be within, if you're granted that variance, you'd still be okay expanding to the left, not to the right?

MR. LORENZEN: Yes.

MR. TORLEY: How does this lot compare in size to other lots in the neighborhood?

MR. LORENZEN: They're all rather small, this is just a third of an acre, it's 15,318 square feet, we're required 21,790 square feet only because there's not water on that street. If there was water on the street, we'd meet the code. But because there's no water, we have to drill a well, that's the only difference really.

MR. KRIEGER: What about sewer?

MR. LORENZEN: Sewer is in the street, we're able to hook up to that.

MR. KRIEGER: And you're going to use municipal sewer?

MR. LORENZEN: Yes.

MR. TORLEY: And part of the additional zoning request is due to the presence of the sewer easement?

MR. LORENZEN: Yeah, I wasn't aware that was a problem with the square footage of the lot but evidently, it is cause the original survey that I have from the original owner was 1977 he granted the town the easement in '78 probably expecting that at some point, the water would come through that area but it never did so for 24 years now it's been on the tax maps just as a vacant lot.

MR. TORLEY: And the lot is reasonably level, it's not any unusual grade?

MR. LORENZEN: Yeah, some of the lots over there are wonder lots, this one, it will fit well with the house, it's a two story house with the garage underneath so the contour of the land would naturally work.

MR. TORLEY: Gentlemen, any question at this time?

MR. REIS: Are you looking at a site plan?

MR. TORLEY: Yes.

MR. KRIEGER: Now, there are other houses in the neighborhood that have decks similar to this?

MR. LORENZEN: Yes. The deck isn't my main concern, main concern is getting a variance to put the house up.

MR. KRIEGER: But the rear yard variance is for the purpose of constructing the deck?

MR. LORENZEN: Yes.

MR. TORLEY: The architectural style you're intending to put up would be commonly called a bi-level?

MR. LORENZEN: No, it's a two story.

MR. TORLEY: So the deck would be on the ground floor in the back?

MR. LORENZEN: Right.

MR. TORLEY: How far off the ground would it be?

MR. LORENZEN: It's probably two to three feet.

MR. TORLEY: So it counts as a deck, not as a patio.

MR. LORENZEN: Right because a patio I wouldn't need a variance for.

MR. KANE: There is a substantial drop, you'd need a set of steps?

MR. LORENZEN: I'd probably need a set of steps, it's hard to determine right now.

MR. TORLEY: So absent the deck or some other means of egress, there'd be a safety problem going out the back of your house?

MR. LORENZEN: Yes.

MR. TORLEY: Two or three foot drop?

MR. LORENZEN: Yes.

MR. TORLEY: And the deck itself would not impede any water flows?

MR. LORENZEN: No.

MR. TORLEY: Meeting requirements for the tree height and things that are coming down? We still have things in the code about the size of trees, don't we? There used to be a section in the code requiring different rules if you're taking down trees of certain sizes, did that get taken out?

MR. BABCOCK: I'm not aware of that.

MR. LORENZEN: Most of the trees that you see on those photographs are around the perimeter on the inside is somewhat open.

MR. TORLEY: I'll open the meeting to the public. Can I have your name if you'd like to speak?

MS. JUDITH LOVANO: I'm Judith Lovano and I have some letters from other neighbors that are very concerned about giving a variance for this project and so here they are, I guess it would be better to have it in writing.

MR. TORLEY: As you speak, I'll read them into the record.

MS. LOVANO: But I'm most--

MR. TORLEY: Where do you live in relation to this, where is your property?

MS. LOVANO: My property's right here, this is a paper street, it was put there just in case they wanted to build a street which they haven't. It's just basically a path there and then Beaver Brook runs right along this inside this here, so that's my property so I'm the closest to this property and so you're quite aware that there's an easement that was granted and it's quite, it's not a level grade the way he said it was, it's quite a hilly property and on the Chivone side on the side it goes down very steeply and the back of the property is a fairly long slope which goes down to Beaver Brook.

MR. TORLEY: It would help if we had any type of topographic notation of this.

MR. KANE: And your concerns are?

MS. LOVANO: Well, my concerns are it's a much smaller property than any other that we have seen being built in the neighborhood and we have been here eight years, a lot of my other neighbors have been there longer than we. It's a pretty old property and my concerns are that it's going to be a big house on a little tiny piece of property that's going to not only continue overtaxing the water table in our neighborhood, you're quite aware I know about how much building has been going on in other area, we have an old well and we have been really concerned the last number of summers when it's been very dry and we have been warned by all our neighbors to be very careful so it doesn't run dry. So that's one major concern. Also, any building right on the or that close to the brook itself, I'm concerned about how it may change the path of the brook or I don't know if they're planning to fill in half of the hillside which will change the way the water runs off or whatever, I don't know, but I would imagine it being as close to the brook as it is it might have some affect.

MR. MC DONALD: We can't, referring to a brook, I don't see anything, do you have anything that shows where the brook is?

MR. TORLEY: Nothing, I just have a tax map.

MS. LOVANO: It's very strange that it doesn't show that.

MR. MC DONALD: Where is it?

MS. LOVANO: I'll show you exactly where it is. I was showing him that the brook curves around.

MR. MC DONALD: I just wanted to know where the brook was.

MS. LOVANO: Okay and that property map makes that property look a great deal larger than it actually is because as I understand it, there's a, if you come out and look, you'll see it's a very steep hillside that goes on that Chivone Road and it's, which is supposedly unusable is what I understood that it's not to be used for building or anything.

MR. TORLEY: Mike, is there anything, are there restrictions in the code for grading as far as can't count certain slopes as far as building area, do we have any information of the slope or topo of this lot?

MR. BABCOCK: No but it's not that it's sloped that it's unusable, I mean, it's sloped but it's not unusable.

MR. LORENZEN: Where the biggest slope is is on the easement, it's not on this property.

MR. BABCOCK: Right.

MR. LORENZEN: Where that road goes behind it that's where it really falls, the spot that the house is going to go is fairly level, where the driveway comes in, that will go up a grade but that's why we're putting the garage underneath to compensate for the grade.

MR. TORLEY: The lot behind that was apparently at one point indicated to be a road, has that been set as a paper road or just shown as a lot?

MR. BABCOCK: It's just a lot.

MR. TORLEY: It's not a quote paper road that we have to worry about as far as frontage?

MR. BABCOCK: No, it wouldn't have a tax map, the paper roads, typically they're owned by the Town of New Windsor and they don't have a tax map number.

MS. LOVANO: Is it owned by the town? I understood this property, the person that owns this house owns that strip.

MR. BABCOCK: That's correct, they do.

MR. TORLEY: Sir, we'll take you but just one at a time, otherwise, it gets too confusing. Is there anything else you had on this matter then? You're opposed to us granting this variance?

MS. LOVANO: Absolutely and it's also and also because our the neighbors we're kind of the new kids on the block and the neighbors that have been there a long time said that the, when this property was subdivided from the other house that it was part of that they were aware of the zoning specifications at that time and yet they still subdivided it into such a small plot and we feel that it's been a matter of speculation just waiting until such a moment like now when the property in New Windsor is so valuable and I think that they're trying to build much too large a house and a small property.

MR. TORLEY: Okay, somebody else wish to speak on this? Sir?

MR. RICHARD MYCKA: My name is Richard Mycka, I live right next door, it doesn't show us, we're right here, the problem I have is the slope, my main concern is the slope and the brook and fill the land in order to build

a house, it might, you know, goes into the brook and might really mess things up. We really have a problem with floods, you know, when the brook goes around the curve, if you fill more in, more drainage going in, more flooding and I'm across the way and I don't want my house to flood so that's my concern, you guys can work it out.

MS. LOVANO: My house is the one that's in the most danger of flooding and we do have a huge, we have part of our back yard is designated as a flood plain and for this to contribute even more to that would be a problem.

MR. TORLEY: Part of your property is designated flood plain?

MS. LOVANO: Part of the back yard, yes, yes.

MR. JOSEPH CRUZ: I'm also in opposition to the building of the property, my name is Joseph Cruz, I'm representing my son, Alexander Cruz. My property extends back to that location, see this map is wrong, I'm 64.

MR. TORLEY: You own the property designated at 64 and 63?

MR. CRUZ: Let me see the map again, okay, I'm 114.

MR. TORLEY: 114 and that strip of property.

MR. CRUZ: That strip of property. I'm representing my son, Alex Cruz.

MR. TORLEY: Your son owns that?

MR. CRUZ: My son owns it, yes.

MR. TORLEY: And you're opposed to this?

MR. CRUZ: Yes because I go back there and there's no, the edge of my property, this just all is drainage for the city, there's a big hole there so even though it shows a large piece of property, the city's using it

for drainage, it's non-existent and that small property there wouldn't be suitable to build a piece of anything actually without dropping our value of our home.

MR. TORLEY: I'd like to place in the record we have received several records in opposition to this requested variance from Thomas P. Calibata (phonetic), we'll receive and file these, Wayne Sadulo, 78 Beaver Brook, and Angela Nardo or Angela and Robert Nardo at Section 57, Block 1, lot 61.2, 21 Chivone Road and Joseph Lovano and Judith Lovano of 66 Beaver Brook Road.

MS. CORSETTI: They just spoke.

MR. TORLEY: Is there anyone else in the public wishing to speak in this matter? In that case, I'll close the public hearing and open it back up to the members of the board.

MR. KANE: Thank you very much. Mike, do we know when this piece of property was subdivided?

MR. LORENZEN: 1977.

MR. BABCOCK: I don't have that information here, Mr. Chairman.

MR. LORENZEN: 11/21 of '77, it was filed.

MR. BABCOCK: That may have been the date for the easement, I'm not sure.

MR. LORENZEN: Yeah, the easement was January of '78.

MR. TORLEY: Gentlemen, questions?

MR. REIS: Are you the proposed user of the property?

MR. LORENZEN: I will be building the house on spec.

MR. REIS: You're spec building?

MR. LORENZEN: Yes.

MR. REIS: You have a contract to purchase subject to?

MR. LORENZEN: Ah-huh.

MR. TORLEY: With the appropriate proxies.

MR. LORENZEN: Pat has the contracts.

MS. CORSETTI: I have a contract here.

MR. TORLEY: I'm concerned about the topography and the possibility of drainage, particularly if there's a designated flood plain almost adjacent to the property. And if the grade is such that you're going to have a two story house with a garage being underneath the house because the grade of the road is such you can do that and it's a pretty steep grade, it's 36 feet to the house from the road and you've got enough grade to stick the garage underneath the house.

MR. LORENZEN: Yes, it does go up a hill.

MR. TORLEY: And down the other side.

MR. LORENZEN: Well, it comes up from Vascello and flattens off up top here.

MR. TORLEY: And drops off.

MR. LORENZEN: Onto this little skinny piece in the back, yeah.

MR. TORLEY: You're requesting a very substantial variance from the required lot size, requirement is 20,000 and you're requesting 7,353 variance from 20.

MR. LORENZEN: Yes.

MR. TORLEY: Gentlemen, any other questions? Have you approached any of the adjacent owners, particularly lot 114 to see if you can purchase additional property?

MR. LORENZEN: No, I haven't contacted.

MS. CORSETTI: He doesn't own the property.

MR. REIS: I make a motion that we pass Lawrence/Lorenzen's request for variances at Vascello Road.

MR. KANE: Second the motion.

ROLL CALL

MR. RIVERA	NO
MR. MCDONALD	NO
MR. REIS	NO
MR. KANE	NO
MR. TORLEY	NO

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 5/3/01

APPLICANT: Vincent Lawrence
78 Golden Eagle Lane
Littleton, CO 80127

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Proposed one family house

LOCATED AT: Vascello Road

ZONE: R-4 Sec/ Blk/ Lot: 57-1-65.21

DESCRIPTION OF EXISTING SITE: Existing Vacant Lot

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed house will not meet minimum lot area of 21,790sqft.
2. Proposed rear deck will not meet minimum 40ft rear yard set-back. This is a corner lot.


BUILDING INSPECTOR

PERMITTED 21,790
40ft

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: C-7, G-7

MIN LOT AREA:

MIN LOT WIDTH:

15,318

6,472

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

31ft

9ft

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A., APPLICANT, FILE, W/ ATTACHED MAP

VARIANCE LOT SIZE SEWER NO WATER

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be re-inspected after correction.

RECEIVED

MAY 01 2001

BUILDING DEPARTMENT

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and under slab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY: Building Permit #: <u>363</u>

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises KENNETH LORENZEN

Address 274 CRAIGVILLE RD GOSHEN NY Phone 294-7587

Mailing Address 274 CRAIGVILLE RD GOSHEN NY 10924

Name of Architect _____

Address _____ Phone _____

Name of Contractor KENNETH LORENZEN

Address 274 CRAIGVILLE RD GOSHEN NY Phone 294-7587

State whether applicant is owner, lessee, agent, architect, engineer or builder builder

If applicant is a corporation, signature of duly authorized officer. _____

(Name and title of corporate officer)

1. On what street is property located? On the N side of VASCE 110 Rd
(N,S,E or W)
and 286, 95 feet from the intersection of LAKESIDE DR

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 57 Block 1 Lot 65, 21

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy VACANT LAND b. Intended use and occupancy BUILD HOUSE

5. Nature of work (check if applicable) New Bldg Addition Alteration Repair Removal Demolition Other

6. Is this a corner lot? YES

7. Dimensions of entire new construction. Front 40 Rear 40 Depth 24 Height 27 No. of stories 2

8. If dwelling, number of dwelling units: 1 Number of dwelling units on each floor 1

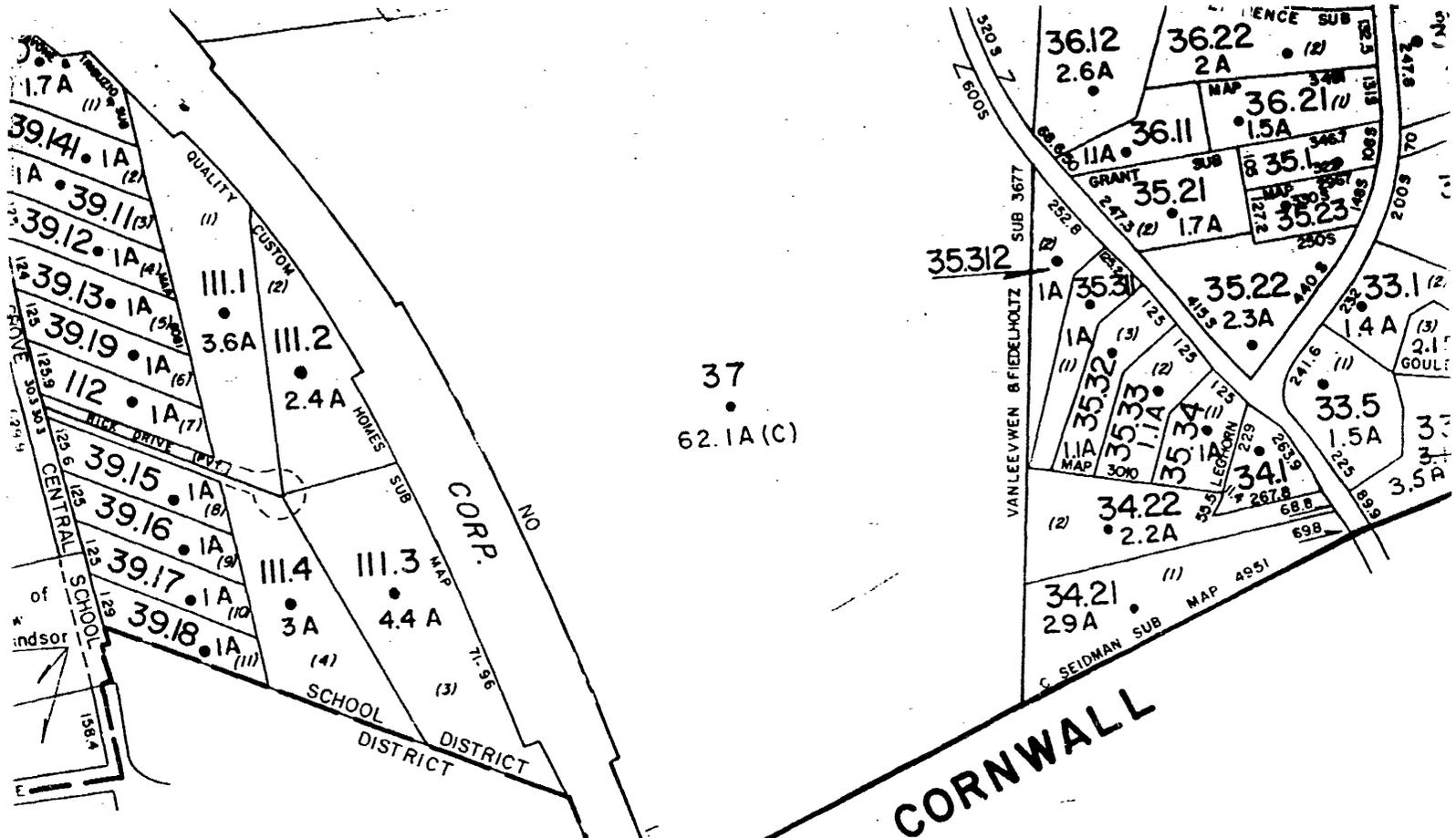
Number of bedrooms 3 Baths 2.5 Toilets 3 Heating Plant: Gas _____ Oil

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars 2

9. If business, commercial or mixed occupancy, specify nature and extent of each _____ of _____

10. Estimated cost \$ 120,000 Fee 50.00

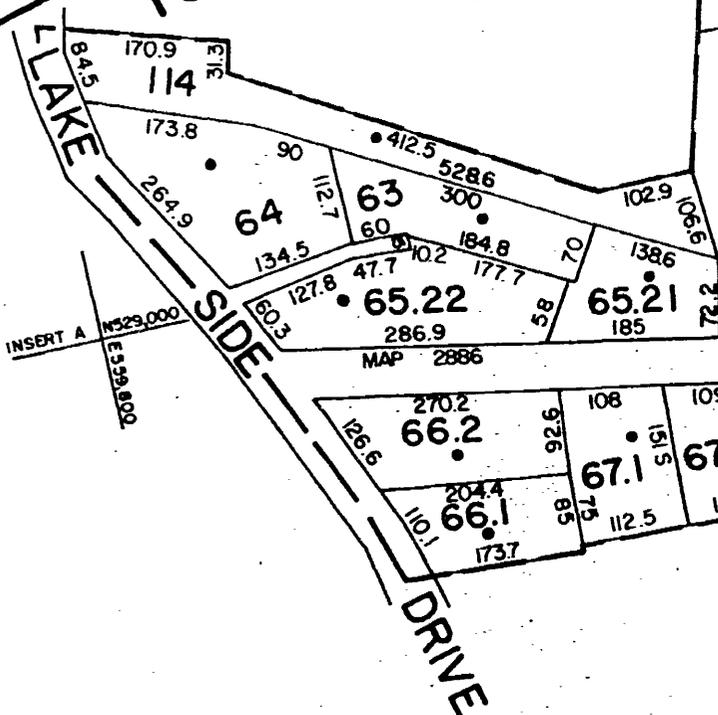
PAID
CR# 5306 5/1/01



SEE SECTION 63
1" = 100'

CORNWALL

TOWN OF



INSERT A
1" = 200'

Date 7/7/01

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550
.....

DATE		CLAIMED	ALLOWED
6/11/01	Zoning Board mtg	75 00	
	Misc. - 2		
	Bibles - 3		
	DeFazio - 3		
	Mirecki - 6		
	Lawrence Lorenzen - 3 13.50.		
	Lorgan - 3		
	Bittles - 4		
	Thomas - 3		
	Marris - 7		
	Zupitza - 4		
	38	171 00	
		246 00	

LAWRENCE, VINCE/LORENZEN, KEN

MR. TORLEY: Request for 6,472 square foot lot area and 9 foot rear yard for construction of single-family residence on corner lot on Vascello Road in an R-4 zone. Are those gentlemen here?

Mr. Vince Lawrence and Mr. Ken Lorenzen appeared before the board for this proposal.

MR. LORENZEN: Yes. It's a vacant lot. It's been a vacant lot since, well, the survey map is 1977, and it's never been, as far as I know, it's never been approached to build a house on.

MR. TORLEY: I'm trying to remember this lot. We had a variance request on this before? This is over in Beaver Dam area?

MR. LORENZEN: Yes.

MR. TORLEY: There are several lots over there we've had requests before and some of them are very unusual topography. This is a pretty --

MR. LORENZEN: No, it's not bad as far as topography. It's 15,000 square feet, 15,318. And in that particular area there is no water, it's just sewer. And so the lot size for needing a well is 21,000. That's where the 6,000 square foot variance comes in.

MR. TORLEY: One of our requirements is to grant minimum applicable variances and to be very careful on a request for a substantial variance. I mean, if it's a 15,000 square foot requirement and you had 14,500, that obviously that's not a substantial request. Here you have 15,000, and you need 21,000. That's a substantial, this lot is substantially smaller than the required size for that area. So that's one thing you're going to have to convince us on.

MR. BABCOCK: Mr. Chairman, if the applicant was on the Beaver Dam Lake water system, he would only need 5,000 square foot. So, it's really the idea of whether he's on a central water system or a well.

MR. TORLEY: What about sewer?

MR. BABCOCK. He's got town sewer.

MR. LORENZEN: Yeah, I need to drill a well there.

MR. TORLEY: There's no way you can get to the water?

MR. LORENZEN: I guess not. That's what I was told.

MR. KANE: On the map here, which way is the house going to face?

MR. LORENZEN: Let me show you.

MR. KANE: From the deck we're measuring, Mike, from this right corner right here? 31.9 and we need 40?

MR. BABCOCK: Yes.

MR. LORENZEN: That's just for the deck. If that becomes a problem, I'll eliminate the deck.

MR. KANE: Well, is the house going to be up where you need that deck to egress from the house?

MR. LORENZEN: No, I could just have, I could grade to this point or I could just have steps --

MR. KANE: I don't want to take the deck away from you. Most houses have decks.

MR. LORENZEN: Right.

MR. BABCOCK: Actually, what you should do is ask for the deck variance.

MR. LORENZEN: That's what the nine foot is for the deck. But the proposed house fits within all the setbacks, it's just the deck.

MR. KANE: What size is that deck?

MR. LORENZEN: It's 12 by 12.

MR. TORLEY: Because it's a corner lot you have by law two front yards.

MR. LORENZEN: Yes.

MR. TORLEY: And you meet all the setbacks for those?

MR. LORENZEN: Yes.

MR. TORLEY: What about sewer and water easements on your property?

MR. LORENZEN: There is a sewer easement. That's shown on this map, the sewer easement.

MR. TORLEY: And the lot area has been corrected for the subtraction of the sewer easement?

MR. LORENZEN: I'm not sure if that was calculated into that 15,000 square feet or not.

MR. TORLEY: Again, you have to check that. If you ask for 6,000 square feet and you need 7,000 square feet, you're starting from scratch again.

MR. LORENZEN: Okay.

MR. TORLEY: Again, check that out. By code, if you have easements for sewer, water, power on you property, you can't count that as area or on your lot for development.

MR. REIS: Accept a motion?

MR. TORLEY: Yes.

MR. REIS: I make a motion that we set up Lawrence and Lorenzen for their requested variances at the corner of Vascello, and what is that, Schiavone.

MR. KANE: Second the motion.

ROLL CALL

MR. RIVERA	AYE
MR. McDONALD	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR
COUNTY OF ORANGE:STATE OF NEW YORK

-----X
In the Matter of the Application for Variance of

Kenneth Lorenzen

AFFIDAVIT OF
SERVICE
BY MAIL

01-20

X
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. CORSETTI, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

That on the 12 day of June, 2001, I compared the 34 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then caused the envelopes to be deposited in a U.S. Depository within the Town of New Windsor.

Patricia A. Corsetti

Notary Public

Sworn to before me this

____ day of _____, 20____.

Notary Public



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

June 6th, 2001

Mr. Kenneth Lorenzen
274 Graigville Road
Goshen, NY 10924

Re: 57-1-65.21

Dear Sir:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The Charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's Office.

Sincerely,

A handwritten signature in cursive that reads "L. Cook" followed by a large, stylized flourish.

Leslie Cook
Sole Assessor

LC/sr

CC: Pat Corsetti, ZBA

57-1-41.22
Xhavid Nimoni
247 W. 87 Street
New York, NY 10024

57-1-42
Richard & Jean Mycka
56 Beaver Brook Rd.
New Windsor, NY 12553

57-1-48.1
Joseph & Judith Lovano
66 Beaver Brook Road
New Windsor, NY 12553

57-1-48.2
Wayne & Charlene Sardullo
78 Beaver Brook Road
New Windsor, NY 12553

57-1-51 57-1-52 57-1-60
Etal & Reuben Mitchell
C/o Elaine Mitchell
53- E. 23rd Street Apt. 6D
New York, NY 10010

57-1-59
Michael & Holly Monahan
16 Vascello Road
New Windsor, NY 12553

57-1-61.1
Thomas & Patricia Calebotta
19 Schiavone Road
New Windsor, NY 12553

57-1-61.2
Robert & Angela Nardo
Angelo & Lucy Alongi
21 Schiavone Road
New Windsor, NY 12553

57-1-62 57-1-61.3
Dominick & Camile Cassisi
20 Vascello Road
New Windsor, NY 12553

57-1-61.4
Mark & Lynn Feldman
20 Schiavone Road
New Windsor, NY 12553

57-1-61.5
Thomas & Rosemary Jannazzo
18 Schiavone Road
New Windsor, NY 12553

57-1-63
John & Mary Hyde
62 Lake Side Drive
New Windsor, NY 12553

57-1-64
Raymond & Mary Ellen Muscarello
68 Lake Side Drive
New Windsor, NY 12553

57-1-65.22
Edward & Eleni & Joseph Hanley
60 Lake Side Drive
New Windsor, NY 12553

57-1-66.1
Gary & Theresa Gawricki
58 Lake Side Drive
New Windsor, NY 12553

57-1-66.2
Joseph & Theresa Schiavone
35 Vascello Road
New Windsor, NY 12553

57-1-67.1 57-1-67.2
Everett & Mary Smith
27 Vascello Road
New Windsor, NY 12553

57-1-67.3 57-1-69 57-1-70
Audrey Gazzola
21 Vascello Road
New Windsor, NY 12553

57-1-68
Archibald & Patricia Graham
18 Vascello Road
New Windsor, NY 12553

57-1-74.2
James Kenny & Mary Mulrooney
48 Lake Side Road
New Windsor, NY 12553

57-1-74.3
Robert & Amy Dragos
46 Lake Side Drive
New Windsor, NY 12553

57-1-75.1
Robert & Janet Bentkowski
44 Lake Side Drive
New Windsor, NY 12553

57-1-113
Terrace & Jeanette Retcho
40 Lake Side Drive
New Windsor, NY 12553

57-1-114
Alexander Cruz
74 Lake Side Drive
New Windsor, NY 12553

57-1-115
Raymond Gazzola
14 Schiavone Road
New Windsor, NY 12553

58-4-9
Stanley & Irene Mroz
75 Lake Side Drive
New Windsor, NY 12553

60-1-1
Co of Orange F/B/O Beaver Dam Lake
Protection & Rehabilitation Dist.
265 Main Street
Goshen, NY 10924

60-1-2
Allan & Ann Marie Foley
65 Lake Side Drive
New Windsor, NY 12553

60-1-3 ; 60-1-4.1
Gregory & Ramona Agresti
57 Lake Side Drive
New Windsor, NY 12553

60-1-4.2
John Given
55 Lake Side Drive
New Windsor, NY 12553

60-1-5
Alan Pearson
53 Lake Side Drive
New Windsor, NY 12553

60-1-6
Anthony Vincent & Maria Vitsentzos
235 Village Way
Lawrenceville, GA 30045

60-1-7
Edward & Joan Swider
47 Lake Side Drive
New Windsor, NY 12553

60-1-8
Robert & Joan Anderson
45 Lake Side Drive
New Windsor, NY 12553

JACK J. ROSENTHAL
ATTORNEY AT LAW
11 LAKE STREET
P. O. BOX 802
MONROE, NY 10880

(914) 782-8208 (914) 782-8840
FAX (914) 782-2292

FAX (845) 782-2292

DATE: 5/8/01
RE: Application of KENNETH LORENZEN (57-1-65.21)
TO: MS. PATRICIA CORSETTI
FROM: JJR

PAGES (Including cover sheet) 10

COMMENTS:

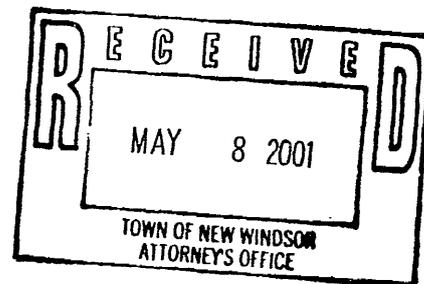
Ms. Corsetti:

Further to our telephone conversation of even date and the directions of my above-named client, faxed herewith please find the Contract of Sale in the above real estate transaction.

The said Contract, at Par. 18 of the Purchaser's Rider, establishes Mr. Lorenzen's right to proceed before the Board with respect to this piece of property.

If you have any questions, or if I can be of any assistance herewith, please do not hesitate to call.

JJR



Confidentiality Notice

This Transmission Is Intended Only For The Use Of The Individual Or Entity To Which It Is Addressed And May Contain Confidential Information Belonging To The Sender Which Is Protected By The Attorney-Client Privilege. If You Are Not The Intended Recipient, You Are Hereby Notified That Any Disclosure, Copying, Distribution Or The Taking Of Any Action In Reliance On The Contents Of This Information Is Strictly Prohibited. If You Have Received This Transmission In Error, Immediately Notify Us By Telephone To Arrange For Its Return.

CONTRACT OF SALE

OUR FILE NO. R-9381

November 16, 2000

PARTIES

Seller and Purchaser agree as follows:

SELLER: Vincent Lawrence, Littleton, CO
ADDRESS: 76 Golden Eagle Lane, Littleton, CA 80127

PURCHASER: Kenneth Lorenzan,
ADDRESS: 274 Craigville Road, Goshen, NY 10924

PURCHASE AGREEMENT PROPERTY

- 1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
- 2. The Property is described as follows:

Vacant Land Vascello Road
Town of New Windsor
County of Orange
(57-1-65.21)

Description attached as Exhibit "A".

BUILDINGS AND IMPROVEMENTS

- 3. The sale includes: **VACANT LAND**

PRICE

- 4. The Purchase Price is **\$29,500.00**
payable as follows:
Previously paid on Binder **\$**
On the signing of this Contract by check subject to collection **\$ 500.00**
By allowance for the principal amount still unpaid on the

Existing Mortgage	\$
By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller	\$
Balance in cash or certified check on delivery of the Deed at the Closing	\$29,000.00

ACCEPTABLE FUNDS

5. All money payable under this Contract, unless otherwise specified, shall be either:

- (a) Cash, but not over ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00).
- (b) Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of the SELLER or endorsed to SELLER'S order in the presence of SELLER or SELLER'S attorney.
- (c) Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00), or
- (d) As otherwise agreed to in writing by SELLER or SELLER'S attorney.

PURCHASE MONEY MORTGAGE

6. If a Purchase Money Mortgage is to be given, it shall be drawn by the attorney for the Seller who shall charge a fee in the amount of \$250.00. The Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the Note and Mortgage.

TITLE TRANSFER SUBJECT TO

7. The Property is to be conveyed subject to:

- (a) Building and zoning regulations, provided they are not violated by existing structures and/or uses.
- (b) Conditions, agreements, restrictions and easements, of record, provided they do not render title unmarketable.
- (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Unpaid assessments payable after the date of the transfer of title.

DEED AND TRANSFER TAXES

8. At the Closing, Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants Against Grantor's Acts so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The Deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the Deed, all at Seller's expense. The Deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

ADJUSTMENTS AT CLOSING

9. The following are to apportioned pro-rata as of the date of delivery of the Deed:

(a) Taxes, water rates and sewer rents based on the fiscal period for which assessed.

FIRE, OTHER CASUALTY

10. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless a different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

CLOSING DATE AND PLACE

11. The Closing will take place at the office of Bloom & Bloom, P.C., 530 Blooming Grove Turnpike, New Windsor, New York, or at the lending institution granting said Mortgage within Orange County, New York at 2:00 P.M., on or about November 5, 2001.

BROKER

12. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than Monroe Realty Center, Inc. and Seller agrees to pay the broker(s) the commission earned (per separate agreement).

PURCHASER LIEN

13. All Money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and if any survey and inspection charges are

hereby made liens on the Property. The liens shall not continue after default by the Purchaser.

NO ORAL CHANGE

14. This Contract may not be changed or ended orally.

SUCCESSORS

15. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

MULTIPLE PARTIES

16. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

OFFER

17. This Contract does not constitute an offer to sell by the Seller until same is signed by the Seller. Nor has this Contract been reviewed or approved by the Seller prior to its execution by the Purchaser.

LIABILITY

18. Seller shall have no liability after the Closing for any obligation, statement or representation of Seller, expressed or implied, set forth in this Contract unless it is accompanied by a written statement that it shall survive the Closing.

AS IS

19. Seller conveys these premises in their "AS IS" condition [including all items of personal property described in paragraph "3(b)" herein].

ASSIGNMENT OF CONTRACT

20. This Contract shall not be assignable by Purchaser without the express written consent of the Seller.

OBJECTIONS TO TITLE

21. In the event that there are objections to title, Purchaser's attorney shall notify Seller's attorney, in writing, of such objection at least TEN (10) days prior to the date set for Closing of Title. In the event there is one or more objections to title, the Seller shall be entitled to an adjournment of THIRTY (30) days to correct such objection. In the event that the objection is such that it shall require the institution of an action by the Seller to remove such objection, then at the Seller's option, the Purchaser agrees that upon the return of the down payment, together with net title company charges, this Contract shall be canceled and neither party shall have any claim against the other.

MERGER CLAUSE

22. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after investigation, neither party relying upon any statements made by anyone else that is not set forth in this Contract.

SOCIAL SECURITY/TAX IDENTIFICATION NUMBERS

23. The Social Security/Tax Identification Numbers of the parties are as follows:

Seller:

Vincent Lawrence

SS#

072-34-6787

Purchaser:

Kenneth Lorenzan

SS#

071-46-0807

24. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated non-interest bearing IOLA account at The Bank of New York until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt written Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such ten (10) day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or

decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment with the clerk of a court in the county in which the premises are located and shall give written Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Escrowee is holding the Downpayment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

25. Seller's obligation to pay any fees to the title representative at closing of title with respect to the payoff of any open mortgages or judgments shall not exceed \$75.00 per satisfaction piece plus the costs of overnight delivery charges by Federal Express, UPS, DHL or Airborne Express. Any charges in excess of said amounts shall be paid by the Purchaser.

Seller and Purchaser have signed this Contract as of the date designated below.

SEE PURCHASER'S RIDER ATTACHED HERETO AND MADE A PART HEREOF,

Date: _____

SELLER:


Vincent Lawrence

Date: _____

PURCHASER:


Kenneth Lorenzan

*CONSISTING OF PARAGRAPHS "1" THROUGH "13", THE PROVISIONS OF WHICH SAID RIDER SHALL SUPERCEDE ANYTHING TO THE CONTRARY ENUMERATED IN THIS MAIN CONTRACT

PURCHASER'S
RIDER ATTACHED TO AND MADE PART OF CONTRACT OF SALE

PURCHASERS: KENNETH LORENZEN
SELLERS: VINCENT LAWRENCE
PREMISES: Vacant Land/Vascello Road T/New Windsor
DATE:

NOTWITHSTANDING ANYTHING TO THE CONTRARY OR
INCONSISTENT HERewith IN THE MAIN AGREEMENT
TO WHICH THIS IS A RIDER, THE PARTIES AGREE
AS FOLLOWS:

1. Any and all references made in this contract
by which the premises are to be conveyed subject to "any
state of facts an accurate survey may show," shall be
construed to include the clause "provided same do not
render title unmarketable."

2. Any and all references made in this contract
to "sellers' execution of this agreement" or "the date
hereof" shall be construed to be the date upon which the
purchasers' attorney receives a fully executed copy of
this agreement bearing sellers' signatures.

3. In the event the subject premises is located
on a private or "undedicated" road then and in that event
this agreement and the closing of title herein will be
conditioned upon purchasers' title insurance policy
containing a clause assuring ingress and egress from a
public highway over said private road to the subject
premises.

4. The provision in the contract limiting the
amount of cash or personal check which may be paid at
closing by the purchasers shall not provide for an amount
less than the total of the pro rata apportionments as
ultimately determined.

5. The sum of Five Hundred (\$500.00)
Dollars shall be held in escrow by
sellers' attorney until closing herein pursuant to the
terms of this contract. In the event closing does not
take place as provided for herein, without a failure of
purchasers' responsibilities as provided for hereunder,
then the deposit shall be forthwith returned to purchasers.

6. Whenever herein contained the purchasers are
given the right to consent to an extension of time, such
right may be exercised by purchasers' attorney, Jack J.
Rosenthal, Esq.

12. If at the time of closing the premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract, all unpaid installments shall be considered due and are to be paid by sellers at closing.

~~13. The seller herein does represent that the real property being conveyed constitutes a valid building lot within the requisites of the governing legislative bodies. This clause shall not survive delivery of a deed herein.~~

14. Upon death or permanent disability of purchaser there shall be the right to cancel whereupon down payment monies shall be refunded.

15. The main contract is hereby amended to provide that seller shall take back a Purchase Money Mortgage in the amount of Twenty-Nine Thousand (\$29,000.00) Dollars.

16. The mortgage shall be prepared on a Blumberg Form # M667 and shall provide that (a) the mortgage shall be subordinate to the lien of any building mortgage; (b) interest at six (6%) percent shall commence upon such subordination; and (c) the mortgage shall be due and payable at any sale of the property or one (1) year after subordination whichever shall first occur.

17. The other terms of the mortgage shall provide (a) prepayment without penalty; and (b) seller's reasonable attorney fees in the event of foreclosure.

18. Purchaser, at his sole cost and expense, may apply to any governmental body for a variance, if same is required, to establish the property as a valid building lot. The variance procedure shall be successfully completed within six (6) months after the date hereof. Thereafter, either party may withdraw herefrom and upon return to purchaser of his deposit this contract shall be a nullity.

* "If APPLICATION UNSUCCESSFUL"

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#497-2001**

05/29/2001

ZBA 01-20

**Lorenzen, Kenneth
274 Craigville Road
Goshen, NY 10924**

**Received \$ 50.00 for Zoning Board Fees on 05/29/2001. Thank you for stopping by
the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

01-20

Date: 5/29/01

I. ✓ Applicant Information:

- (a) KENNETH CORRIGAN 274 CRAIGVILLE RD GOSHEN NY 294-7587
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) JACK ROSE-BAI 11 LAKE RD MANVILLE 783-6208
(Name, address and phone of attorney)
- (d) KENNETH CORRIGAN
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. ✓ Property Information:

- (a) UNCELLO RD + SCHALONG RD 57-1-6521 153183
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? _____
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? see contract
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Lot is buildable except for the lot size. We will need to drill a well - If water were available we could meet the lot size

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes ___ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs. Regs., Col. C & G.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>21,790 s.f.</u>	<u>15,318</u>	<u>6,472</u>
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>40 ft.</u>	<u>31 ft.</u>	<u>9</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only
** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

Lot has been vacant since 1977. New home would
serve only to improve the appearance of the area

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

