

**ZB# 03-02**

**Dennis Perkovic  
(c/o Anthony Fayo)**

**56-1-9**

**03-02**

DENNIS PERKOVIC C/O ANTHONY FAYO  
BULL ROAD (SBL 56-1-9) AREA VAR.

*3/24 P.M.*

**APPROVED**

*4/03*

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

FILE # 03-02 TYPE: AREA  USE \_\_\_\_\_

APPLICANT: Anthony Fayo (Perkovic)

308 Bull Rd

Washingtonville, N.Y. 10992

TELE: 497-3529

RESIDENTIAL: \$ 50.00 CHECK # 2886

COMMERCIAL: \$150.00 CHECK # \_\_\_\_\_

INTERPRETATION: \$150.00 CHECK # \_\_\_\_\_

ESCROW: \$300 / \$500.00 CHECK # 2887

DISBURSEMENTS:

	MINUTES <u>\$4.50 PER PAGE</u>	ATTORNEY FEES <u>\$35.00 / MEETING</u>
PRELIM..... <u>1/27</u> .....	\$ <u>13.50</u>	\$ <u>35.00</u>
2 <sup>ND</sup> PRELIM.....	_____	_____
3 <sup>RD</sup> PRELIM.....	_____	_____
PUB HEARING..... <u>3/24</u> .....	<u>40.50</u>	<u>35.00</u>
PUB HEARING (CON'T)...	_____	_____
TOTAL	\$ <u><u>54.00</u></u>	\$ <u><u>70.00</u></u>

OTHER CHARGES:..... \$ \_\_\_\_\_



ESCROW POSTED: \$ 300.00  
 AMOUNT DUE: \$ \_\_\_\_\_  
 REFUND DUE: \$ 176.00

45-03

COMMERCIAL: \$150.00 CHECK # \_\_\_\_\_  
INTERPRETATION: \$150.00 CHECK # \_\_\_\_\_

ESCROW: ~~\$300.~~ / \$500.00 CHECK # 2887

DISBURSEMENTS:

	<u>MINUTES</u> <u>\$4.50 PER PAGE</u>	<u>ATTORNEY FEES</u> <u>\$35.00 / MEETING</u>
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3 <sup>RD</sup> PRELIM.....	_____	_____
PUB HEARING... <u>3/24</u> .....	<u>40.50</u>	<u>35.00</u>
PUB HEARING (CON'T)...	_____	_____
TOTAL	\$ <u><u>54.00</u></u>	\$ <u><u>70.00</u></u>

OTHER CHARGES:..... \$ \_\_\_\_\_



ESCROW POSTED: \$ 300.00  
AMOUNT DUE: \$ \_\_\_\_\_  
REFUND DUE: \$ 176.00

*Public Hearing:*



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4615  
Fax: (845) 563-4695

## OFFICE OF THE ZONING BOARD OF APPEALS

April 29, 2003

Anthony Fayo  
308 Bull Road  
Washingtonville, NY 10992

SUBJECT: 56-1-9 (PERKOVIC) VARIANCE REQUEST

Dear Mr. Fayo:

Please find enclosed two copies of the Formal Decision for your case before the Zoning Board of Appeals. Please keep these copies in your records for future reference if needed.

If you are in need of any further assistance or have any questions in this matter, please feel free to contact me at the above number.

Very truly yours,

  
\_\_\_\_\_  
Myra Mason, Secretary to the  
NEW WINDSOR ZONING BOARD

MLM:mlm

-----X  
In the Matter of the Application of

MEMORANDUM OF  
DECISION GRANTING

**DENIS PERKOVIC (ANTHONY FAYO)**

**AREA**

CASE #03-02  
-----X

**WHEREAS, Denis Perkovic**, owners of Bull Road, New Windsor, New York, 12553, has made application before the Zoning Board of Appeals for a/an variance of 25 ft. minimum lot width to construct a single-family home in an R-1 zone; and

**WHEREAS**, a public hearing was held on the March 24th, 2003 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS**, Anthony Fayo appeared on behalf of the applicant for this Application; and

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

**WHEREAS**, five people spoke in opposition to the 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 published in The Sentinel, also as required by law.
2. The Evidence presented by the Applicant showed that:
  - (a) The property is a residential property located in a neighborhood of residential properties;
  - (b) The lot for which the variance is sought pre-exists the zoning change whereby the lot width was measured at the setback line and not at the roadway. If the lot width were measured at the roadway, this lot would conform to the requirements of the law;

- (c) The lot immediately adjacent to this lot appears to be the same size. There are a number of lots along the roadway that have essentially the same road frontage as the incident lot.
- (d) If the variance were granted, a home could be located on the lot in conformity with all requirements of the Town Code;
- (e) The law has been in existence prior to the enactment of the Zoning Law in the Town of New Windsor;

**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 not produce an undesirable change in the character of the neighborhood or 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 but nevertheless are warranted.
4. The requested variances will not 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 self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variances.

**NOW, THEREFORE, BE IT**

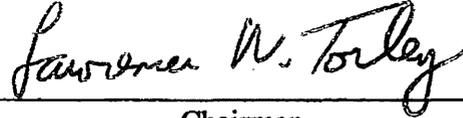
**RESOLVED,** that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a variance of 25 ft. minimum lot width to construct a single-family home in an R-1 zone as

sought by the Applicant 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 Applicant.

Dated: April 23, 2003

A handwritten signature in cursive script that reads "Lawrence W. Torley". The signature is written in black ink and is positioned above a horizontal line.

Chairman

**TOWN OF NEW WINDSOR  
ENGINEER, PLANNING BOARD  
AND ZONING BOARD OF APPEALS  
OFFICE  
845-563-4615**

**MEMORANDUM**

**TO: LARRY REIS, COMPTROLLER**  
**FROM: MYRA MASON, SECRETARY TO THE ZONING BOARD**  
**DATE: APRIL 25, 2003**  
**SUBJECT: ESCROW REFUND**

**PLEASE ISSUE A CHECK IN THE AMOUNT OF \$ 176.00 TO CLOSE OUT  
ESCROW FOR:**

**ZBA FILE #03-02**

**NAME: CLASSIC HOME BUILDERS, LLC**

**ADDRESS: 308 BULL ROAD**

**WASHINGTONVILLE, NY 10992**

**THANK YOU,**

**MYRA**

*4/25/03  
L.R.*



ANTHONY FAYO D/B/A CLASSIC HOME BUILDINGS #03-02

Mr. Anthony Fayo appeared before the board for this proposal.

MR. TORLEY: Request for 25 foot minimum lot width to construct a single-family home on Bull Road in an R-1 zone. I assume there's members of the audience wishing to speak on this? What we're doing is sending around a piece of paper for your name and address just so we can have it accurate for the record.

MS. MASON: On March 5, 16 addressed envelopes were mailed out containing the notice of public hearing.

MR. REIS: Mr. Chairman, our company is involved in the sale of this property so I feel it's only right that I recuse ourselves from the process.

MR. TORLEY: I thank you. Once again, I appreciate it, you have been very, very good about that. So what do you want to do?

MR. FAYO: I need 100 foot variance, I should say I need the variance changed from 100 to 175 foot so I can build the single family dwelling.

MR. BABCOCK: Mr. Chairman, that's a pre-existing lot, it measures 100 foot at the lot width, the requirements in this zone now have been changed to 125 so he needs a variance of 25 foot lot width.

MR. KANE: When did the changes take place Mike?

MR. BABCOCK: This 125 foot lot width change was the one prior to the last one, you would have three years from that date, don't know what the date was, might have been '86.

MR. TORLEY: It's been a while.

MR. BABCOCK: It's more than three years I know that.

MR. TORLEY: The lot we're referring to is number 9 on the tax map?

MR. REIS: That's correct.

MR. BABCOCK: That's correct.

MR. TORLEY: Who owns 8 and 10?

MR. FAYO: The Browns own 8 which would be to the right side and I don't know who owns the bigger parcel.

MR. TORLEY: Just establishing that you're not the owner of the adjacent lots.

MR. FAYO: No.

MR. KRIEGER: And the one next to it is substantially the same size as 9, is that correct, appears to be from the tax map?

MR. FAYO: Yes, it does appear to be.

MR. TORLEY: There's a string along there that have essentially the same road frontage.

MR. FAYO: Pretty much.

MR. KANE: I have no questions at the moment.

MR. REIS: May I make a couple comments here?

MR. TORLEY: Feel free.

MR. REIS: We have been in the process of selling this property for a few years and because of the size of the property, we haven't had success, okay, just to make a note of that. This gentleman wants to build a house on it, obviously needs a variance to be able to accomplish that.

MR. TORLEY: At this point, I will open this up to the members of the public. Please just say your name again for the record. Anyone wish to speak?

MR. SALTINI: My name is Hugo Saltini.

MR. TORLEY: Where do you live, sir?

MR. SALTINI: 122 Station Road.

MR. KANE: Probably the lot number you were looking for.

MR. SALTINI: In Kings Point but I believe my family does own the lot you were referring to, I believe it's 10 which is directly east of the lot in question.

MR. BABCOCK: 29 acre lot.

MR. SALTINI: Yes.

MR. TORLEY: Do you have any objection to this?

MR. SALTINI: Yes, my family has owned that property for well over 50 years and as time has gone on, we have seen the zoning change from the 150 to 125 and even with the 125 we felt that it would change the feel of the immediate area and to the point of taking the 125 current zoning and asking for a 25 percent or 20 percent reduction to 100 feet would impact the immediate area negatively maybe including the property value of the immediate area. Thank you.

MR. TORLEY: Anyone else?

MR. FERRARI: My name is Paul Ferrari and I have two parcels in proximity to the parcel being discussed. On the opposite side of the road I have a 4 1/2, 4 3/4 acre piece of land at 255 and I'm on the deed with my mom adjoining the Saltini property down there. We have I think 18 acres or something close to that now. In my lifetime, I have seen a lot of changes there also and I know not too long ago you approved the road adjacent to this and put a house in and it's my understanding that that whole front part there is wetland, okay, and I see that every time we build roads, we could affect the drainage on the wetland, okay. And I too question why we're approving a variance for a such a small entrance to a piece of land to build a house way in the back. I question that sincerely cause I mean we have rules and regulations, they have already been amended now you're

seeking to amend them again.

MR. KANE: That's what the board of appeals is.

MR. SALTINI: I understand but I don't see a need for it.

MR. TORLEY: So you own lots across the street from the property in question?

MR. BABCOCK: Also lot 11.

MR. FERRARI: Right.

MR. TORLEY: And the lots not immediately adjacent to you but the other lots one away the next most adjacent lots in either direction to you would appear to be 100 foot wide.

MR. FERRARI: I'd say perhaps closer to me when I come down my driveway.

MR. TORLEY: According to the survey, three lots 6, 8 and 9 are 102.5, 102.2, 102.2 feet.

MR. FERRARI: I have to see this.

MR. TORLEY: And it would appear that the lot beyond yours is about the same size.

MR. FERRARI: See I didn't look at the map to be honest with you.

MR. TORLEY: Well you can see according to the map here this is the lot we're referring to lot 8 is about the same width lot 6 is the same width.

MR. FERRARI: These are prior to though, correct.

MR. TORLEY: This is the other gentleman's property, your section and then another adjacent section and these other strings look like they're about the same 100 foot.

MR. FERRARI: But some of them may have houses on two

lots, you know.

MR. TORLEY: Is there a house, are there separate houses on lots 5, 6 and 8?

MR. REIS: Mr. Chairman, there's a house on lot 8.

MR. SALTINI: There's no house on lot 6?

MR. FAYO: Lot 6 is the old junk yard.

MR. SALTINI: What I was trying to get across to you is I own this lot and I also own a lot on this side of the road.

MR. TORLEY: Now the question is what time were these lots subdivided? Does anyone else in the audience wish to speak on this matter?

MS. FERRARI: I'm Susan Ferrari so I own 255 with my husband and my concern is that we would like to preserve the character of the environment and what's happening is that we're now coming up with road after road, driveway after driveway and the road itself has seen an increase in traffic in the past couple years so we're going for a variance now to put a house on a smaller piece of land than--

MR. TORLEY: Narrower.

MS. FERRARI: --narrower piece of land than is already zoned for and I object to that.

MR. TORLEY: Is there anyone else in the audience wishing to speak?

MS. HARRINGTON: I'm Wendell Harrington, I live at 235 Bull Road. I'm with Susan, basically, what we don't need is more traffic on that road, you know, getting a variance to add more housing to that road is not a good idea, the whole neighborhood is getting built up, built up, built up, we're trying to keep a rural character to this place.

MR. TORLEY: Ma'am, most of the lots there the tax map

shows there's a number of other buildable lots along that that if someone owns a buildable lot and wants to put a house up, they have that right.

MR. SALTINI: As long as it meets the zoning.

MS. HARRINGTON: Once you bend one way.

MR. KANE: No, every situation is taken individually. So you don't have a problem with a person paying taxes on that property but not being able to use it?

MS. HARRINGTON: No, I don't, I've got plenty of property I'm paying taxes on.

MR. KANE: I just asked a question, not here for an argument.

MR. FERRARI: Now he just raises the issue do I have a problem with the person paying taxes on a piece of land not being able to build on it. Now when a person buys a piece of land, if they realize that they can't build because it doesn't meet the zoning, what would be the intention of buying a piece of land that you can't build on unless they're going to appeal to you to allow them to build on it?

MR. TORLEY: There may be many issues involved, perhaps as you saw previously it might have been in the family for 50 years.

MR. FERRARI: How long has this been in his family?

MR. TORLEY: I don't know. When we get back on it. If anyone else has anything else to say from the public. In that case, I'll close the public hearing, open it back up to the members of the board. Becomes a relevant question. How long have you owned it?

MR. FAYO: I don't own it yet, I'm buying it so it's under contractor.

MR. TORLEY: And the previous owner had it for how long?

MR. FAYO: I don't know.

MR. BABCOCK: I don't have any of that record with me, Mr. Chairman.

MR. REIS: Mr. Chairman, I don't have the paperwork but I believe he owned it since the mid '80s.

MR. TORLEY: And at the time of the mid '80s this would have been a legal lot out there.

MR. REIS: As far as I know.

MR. BABCOCK: Well, it appears to me by the tax map that it's been there prior to zoning.

MR. TORLEY: So this would count by the tax map this lot would be a pre-existing non-conforming lot?

MR. BABCOCK: That's correct. If you look over on the bottom of the tax map you'll see lot 33.3, see the little 3 in parentheses, that will tell you that that was done after zoning because that's the subdivision map number lot 3. When they do a subdivision, they put in 1, 2, 3, 4. Once it goes to the tax map, tax map assigns the 8910 to it so it's got the two numbers, you know, it was done during the subdivision so I would say that this lot was prior to zoning.

MR. RIVERA: What portion of the property is wetlands?

MR. FAYO: Size wise?

MR. RIVERA: Yes.

MR. FAYO: I would say probably 3/4 of an acre maybe.

MR. RIVERA: Behind where you're building?

MR. FAYO: There's a small strip of a stream that comes down there and it narrows it down.

MR. RIVERA: And you're building where?

MR. FAYO: Develop it in the front but depends on perc,

worst case it would be in the back and it would have to be engineered.

MR. TORLEY: Is this near the other one that you had?

MR. FAYO: The other one I had was on Jackson.

MR. TORLEY: And is there anyone, lot 8 has a house on it, correct?

MR. KANE: Correct.

MR. TORLEY: Lot 6 we're not sure of.

MR. KANE: Junk yard.

MR. TORLEY: Lot 5 is a house and that's very wetback there so if a variance was granted to you for this, you would not, this would not exempt you from any of the laws requiring as far as drainage, impact on neighborhoods, that sort of thing, building codes for how the house can be built, kind of driveways, the only thing the variance would relieve you from is the width of the lot.

MR. FAYO: Yes.

MR. TORLEY: The lot area is 4.8 acres, the zoning now in R-1 is two acres, so if this lot was 25 foot wider, there would be no, he would not have to be here at all and if it was 25 foot wider at 40 feet back from the road, right?

MR. BABCOCK: I think at 45.

MR. TORLEY: Code now states that the width of lot is measured at the setback from the road for the house, you have to have a 45 foot front yard, you have to have 125 foot wide lot. If this lot was 25 foot wider at that point, could you build on it regardless so the question before the board he's asking for a variance as to whether this variance is substantial in light of the code as it now stands for lot size, width, et cetera. None of this is on registered wetlands?

MR. FAYO: Registered, as far as my knowledge, no, I do have the DEC coming down to check it and I will talk with him just to make sure.

MR. TORLEY: Because if my recollection is correct that registered wetlands do not count as buildable area then.

MR. FAYO: I don't think it's wetlands, I think it's under the flood zone but he's coming down the guy from DEC.

MR. TORLEY: Such variance would not exempt you from any DEC requirements.

MR. FAYO: I understand that.

MR. TORLEY: Gentlemen, any other questions?

MR. RIVERA: Accept a motion?

MR. TORLEY: At your pleasure.

MR. RIVERA: I make a motion we grant Mr. Anthony Fayo the requested 25 foot minimum lot width to construct a single family home.

MR. KANE: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. REIS	ABSTAIN
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: That concludes our business for the night. Motion to adjourn?

MR. REIS: So moved.

MR. KANE: Second it.

ROLL CALL

TOWN OF NEW WINDSOR ZONING BOARD  
PUBLIC HEARING FOR:

Anthony Fay  
DATE: March 24, 2003

SIGN-IN SHEET

- | NAME                                | ADDRESS                                      |
|-------------------------------------|--|
| 1. <u>PAUL J. Ferrari</u>           | <u>255-265 Bull Rd</u>                       |
| 2. <u>Hugo Saltini</u>              | <u>122 STATION RD KINGST PT NY 11024</u>     |
| 3. <u>SUSAN Ferrari</u>             | <u>255 Bull Rd</u>                           |
| 4. <u>Wendell Harrington</u>        | <u>235 Bull Rd Washingtonville 10992</u>     |
| 5. <u>MR + MRS Baery Biscottini</u> | <u>115 Bull Rd Washingtonville, NY 10992</u> |
| 6.                                  |  |
| 7.                                  |  |
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| 10.                                 |  |
| 11.                                 |  |
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| 16.                                 |  |
| 17.                                 |  |
| 18.                                 |  |
| 19.                                 |  |
| 20.                                 |  |



RESULTS OF Z.B.A. MEETING OF: March 24, 2013

PROJECT: Anthony Fray

ZBA # 03-02  
P.B.#

USE VARIANCE:      NEED: EAF \_\_\_\_\_ PROXY \_\_\_\_\_

LEAD AGENCY: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
KANE \_\_\_\_\_  
TORLEY \_\_\_\_\_

NEGATIVE DEC: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
KANE \_\_\_\_\_  
TORLEY \_\_\_\_\_

PUBLIC HEARING: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
KANE \_\_\_\_\_  
TORLEY \_\_\_\_\_

APPROVED: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
KANE \_\_\_\_\_  
TORLEY \_\_\_\_\_

ALL VARIANCES - PRELIMINARY APPEARANCE:

SCHEDULE PUBLIC HEARING: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_  
REIS \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
KANE \_\_\_\_\_  
TORLEY \_\_\_\_\_

PUBLIC HEARING:      STATEMENT OF MAILING READ INTO MINUTES \_\_\_\_\_

VARIANCE APPROVED: M) Riv. S) K VOTE: A 3 N 0

*A*

RIVERA A  
~~MCDONALD~~  
REIS Abstain  
KANE A  
TORLEY A

CARRIED: Y  N \_\_\_\_\_

*Does not own adjoining lots*

*Mr. Saltini - 122 Station Rd - Objected*

*Mr. Ferrari - Objected*

*Susan Ferrari - Objected*

*Mrs. Harrington - Objected*

*Closed P.H.*



PUBLIC HEARING NOTICE  
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. 03-02**

**Request of DENIS PERKOVIC C/O ANTHONY FAYO d.b.a. CLASSIC HOME BUILDERS**

**for a VARIANCE of the Zoning Local Law to Permit:**

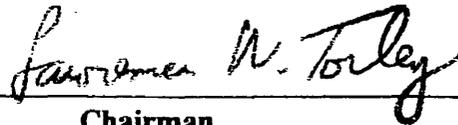
**Request for 25 foot Minimum Lot Width to construct a single family home in an R-1 Zone**

**being a VARIANCE of Section 48-12 use bulk tables D-5**

**for property located at: BULL ROAD**

**known and designated as tax map Section 56 Block 1 Lot 9**

**PUBLIC HEARING will take place on MARCH 24TH, 2003  
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York  
beginning at 7:30 P.M.**



Chairman



1763

# Town of New Windsor

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

## Assessors Office

February 6, 2003

Anthony Fayo  
Classic Home Builders, LLC  
308 Bull Rd.  
Washingtonville, NY 10992

Re: 56-1-9

Dear Mr. Fayo:

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 \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk's Office.

Sincerely,

J. Todd Wiley 

J. Todd Wiley  
Sole Assessor

JTW/jjl  
Attachments

CC: Myra Mason, ZBA

55-1-54 & 56-1-11

Josephine Ferrari, Life Est. for Paul Ferrari  
255 Bull Rd.  
Washingtonville, NY 10992 ✓

56-1-28

Pauline M. & Vernon Allen  
76 E. Main St.  
Washingtonville, NY 10992 ✓

55-1-56

Paul Ferrari  
255 Bull Rd.  
Washingtonville, NY 10992 ✓

56-1-29

Paul T. & Diane P. Meore  
143 Toleman Rd.  
Washingtonville, NY 10992 ✓

55-1-57

William A. & Faith L. Pasquale  
245 Bull Rd.  
Washingtonville, NY 10992 ✓

56-1-30.2

Antonio D. & Pura Goncalves  
135 Toleman Rd.  
Washingtonville, NY 10992 ✓

55-1-58

Wendall K. Harrington & Bo G. Erickson  
235 Bull Rd.  
Washingtonville, NY 10992 ✓

56-1-37

Legacy Properties LLC  
C/o Joseph Berardo  
250 Moonachie, NJ 07074 ✓

56-1-3

Agustus Thompson  
710 Grove Ave.  
Holly Hill, FL 32117 ✓

56-1-39.1

Consolidated Rail Corp.  
6 Penn Center Plaza  
Philadelphia, PA 19103 ✓

56-1-4.1 & 56-1-5 & 56-1-7

Michael & Tatiana Kouloumbis  
PO Box 414  
Washingtonville, NY 10992 ✓

56-1-40

Robert & Sylvia Mangold  
155 Bull Rd.  
Washingtonville, NY 10992 ✓

56-1-6

James A. Weygant  
C/o Carrie E. Weygant  
PO Box 457  
Vails Gate, NY 12584 ✓

56-1-8

Willie J. & Hope M. Brown  
248 Bull Rd.  
Washingtonville, NY 10992 ✓

56-1-10

Peter & Flora Saltini  
C/o Noreen Ligotti  
357 Pin Oak Lane  
Westbury, NY 11590 ✓

56-1-27

William K. & Lynn A. Istone  
159 Toleman Rd.  
Washingtonville, NY 10992 ✓

16



# Town of New Windsor

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4615  
Fax: (845) 563-4695

## ZONING BOARD OF APPEALS

March 19, 2003

Mr. Anthony Fayo  
308 Bull Road  
Washingtonville, NY 10992

**SUBJECT: PUBLIC HEARING - ZONING BOARD**

Dear Mr. Fayo:

This is just a reminder that your Public Hearing before the Zoning Board of Appeals for your requested variance at:

Bull Road  
Washingtonville, NY

is scheduled for the March 24th, 2003 agenda.

This meeting starts at 7:30 p.m. and is held in the Town Meeting Room at Town Hall. If you have any questions or concerns in this matter, please feel free to contact me.

Very truly yours,

---

Myra Mason, Secretary  
Zoning Board of Appeals

MLM:mlm

ANTHONY FAYO - (03-02)

Mr. Fred Fayó appeared before the board for this proposal.

MR. TORLEY: Request for 25' maximum lot width to construct a single-family home in an R-1 zone on Bull Road. For your benefit and the others as well, we have these preliminary meetings because by law, everything the zoning board does has to be done after a public hearing, we have these preliminary meetings since most people do this once in their lives so that you have an idea what we're going to be asking at a public hearing, the kind of questions we'll have, we'll have a better feeling of what you're asking for so nobody gets surprised. So in that light, what is it you want to do?

MR. FAYO: I want to build a single family dwelling on that lot, I think it's 100 foot road frontage and we need 175 foot variance.

MR. BABCOCK: No, it's 100 foot, you have a little over, according to the tax map, a little over 100 foot lot width, the requirement by law today is 125 feet, so they need a 25 foot lot width. It's a 4.8 acre lot, it's just 100 feet long and quite deep.

MR. TORLEY: About a mile deep.

MR. REIS: Mr. Chairman, can I interrupt? I'm involved with the sale of the property but I'd like to be able to comment on it, if necessary.

MR. TORLEY: When we do the public hearing, if you're going to abstain from the voting, it might be better format if you're going to question or make statements, maybe you better do that for the audience at the public hearing, just to make everybody happier. I appreciate it, you're always very good about informing us of any even possible conflicts so I'm not worried about that, just a procedural thing. So when this lot was created, it was legal?

MR. BABCOCK: That's correct.

MR. MC DONALD: Just a change in the zoning?

MR. BABCOCK: Yes.

MR. TORLEY: Be real easy to plow that.

MR. FAYO: One shot through.

MR. TORLEY: Some of the things we'll be asking, this is an area variance you're asking for, so we have to balance the benefit you would receive from getting the variance versus any potential harm to the neighbors or community in general. So when you build this house, you'll be asked at the public hearing will you be changing any drainage patterns?

MR. FAYO: No.

MR. TORLEY: You're not, are you building over any sewer easements or water easements? There aren't any.

MR. FAYO: No.

MR. MC DONALD: Cutting down any trees?

MR. FAYO: It's a brushy lot, just what's needed to build the structure and the road.

MR. REIS: Just for the record, there's probably a dozen lots very much like this along that strip.

MR. TORLEY: I think most of them are built on.

MR. FAYO: About half of them are built on.

MR. TORLEY: It's a very unusually shaped lot.

MR. MC DONALD: According to the tax map, looks like you've got--

MR. FAYO: I think it's 1,900 feet deep.

MR. MC DONALD: 2172 feet deep.

MR. TORLEY: And this will be because of the width of this lot, you're going, this will remain a single lot, you're not going to subdivide it?

MR. FAYO: No.

MR. TORLEY: You'll be asked that again for the record at the public hearing. Gentlemen, anybody else have anything they want to ask?

MR. RIVERA: Accept a motion?

MR. TORLEY: Yes.

MR. RIVERA: Make a motion we set up Mr. Anthony Fayó for a variance to construct a single family home on Bull Road.

MR. MC DONALD: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. REIS	AYE
MR. TORLEY	AYE





RESULTS OF Z.B. MEETING OF: January 27, 2003

PROJECT: Dennis Berkovic - Anthony Fay ZBA # 03-02  
P.B.# \_\_\_\_\_

USE VARIANCE:      NEED: EAF \_\_\_\_\_      PROXY \_\_\_\_\_

LEAD AGENCY: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
~~KANE~~ \_\_\_\_\_  
TORLEY \_\_\_\_\_

NEGATIVE DEC: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
~~KANE~~ \_\_\_\_\_  
TORLEY \_\_\_\_\_

PUBLIC HEARING: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
~~KANE~~ \_\_\_\_\_  
TORLEY \_\_\_\_\_

APPROVED: M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA \_\_\_\_\_  
MCDONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
REIS \_\_\_\_\_  
~~KANE~~ \_\_\_\_\_  
TORLEY \_\_\_\_\_

**ALL VARIANCES - PRELIMINARY APPEARANCE:**

SCHEDULE PUBLIC HEARING:      M) R/S S) M      VOTE: A \_\_\_\_\_ N \_\_\_\_\_  
RIVERA A  
MCDONALD A  
REIS Abstain A      CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_  
KANE \_\_\_\_\_  
TORLEY A

PUBLIC HEARING:      STATEMENT OF MAILING READ INTO MINUTES \_\_\_\_\_

VARIANCE APPROVED:      M) \_\_\_\_\_ S) \_\_\_\_\_ VOTE: A \_\_\_\_\_ N \_\_\_\_\_.

RIVERA \_\_\_\_\_  
MC DONALD \_\_\_\_\_ CARRIED: Y \_\_\_\_\_ N \_\_\_\_\_.  
REIS \_\_\_\_\_  
~~KANE~~ \_\_\_\_\_  
TORLEY \_\_\_\_\_

*Not to be subdivided*

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) 563-4615 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: November 27, 2002

APPLICANT: Denis Perkovic  
C/o Anthony Fayó  
308 Bull Road  
Washingtonville, NY 10992

**COPY**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: November 19, 2002

FOR : New Single Family House

LOCATED AT: Bull Road

ZONE: R-1 Sec/Blk/ Lot: 56-1-9

DESCRIPTION OF EXISTING SITE: Bull Road

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed house on lot 56-1-9 will not meet minimum lot width of 125.

  
BUILDING INSPECTOR

PERMITTED

PROPOSED OR  
AVAILABLE:

VARIANCE  
REQUEST:

ZONE: R-1 USE: D-5

MIN LOT AREA:

MIN LOT WIDTH: 125'

100'

25'

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX BLDG HT:

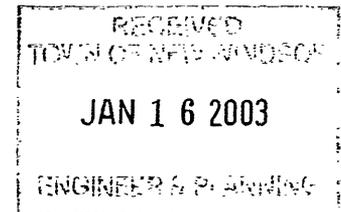
FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

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

*12/24/02 Sent application*  
*1/27/03 Preliminary*



03-02

PLEASE READ THE FOLLOWING INFORMATION  
**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**

NOV 19 2002

**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 pond 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 percolation 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 #: *PA 2002-1282*

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

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

Owner of Premises: DEEVE'S PERKOVIC

Address: 1601 EDGEFIELD DR TEXAS Phone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Fax # \_\_\_\_\_

Name of Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Contractor: CLASSIC HOME BUILDERS (ANTHONY FAJO)

Address 305 BULL RD WASHINGTONVILLE NY 10992 Phone CEL (914) 805-9059

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

If applicant is a corporation, signature of duly authorized officer. ANTHONY FAXO (OWNER)  
(Name and title of corporate officer)

1. On what street is property located? On the BULL RD side of S of SHAW RD  
(N, S, E or W)  
and 2000 FT feet from the intersection of SHAW RD AND BULL RD

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

3. Tax Map Description: Section 56 Block 1 Lot 9

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

a. Existing use and occupancy \_\_\_\_\_ b. Intended use and occupancy \_\_\_\_\_

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

6. Is this a corner lot? NO

7. Dimensions of entire new construction. Front 60 Rear 60 Depth 35 Height 24 No. of stories \_\_\_\_\_

8. If dwelling, number of dwelling units: 9 Number of dwelling units on each floor \_\_\_\_\_

Number of bedrooms 2 1/2 Baths 4 Toilets 2 1/2 Heating Plant: Gas \_\_\_\_\_ Oil 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 type of use \_\_\_\_\_

### ZONING BOARD

10. Estimated cost 200000<sup>00</sup> /<sup>00</sup> /<sup>00</sup>

Fee 30 cel # 2848  
dtc 11/19/02

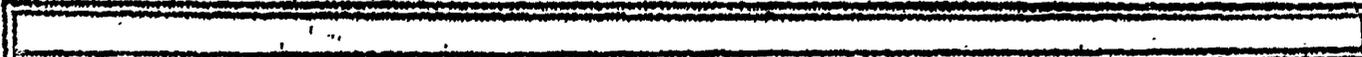
# PAID

\_\_\_\_\_  
date

APPLICATION FOR BUILDING PERMIT  
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK  
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock  
Asst. Inspectors: Frank Lal & Louis Kryohlear  
New Windsor Town Hall  
556 Union Avenue  
New Windsor, New York 12553  
(845) 563-4618  
(845) 563-4695 FAX

Bldg Insp Examined \_\_\_\_\_  
Fire Insp Examined \_\_\_\_\_  
Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_  
Permit No. \_\_\_\_\_



INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

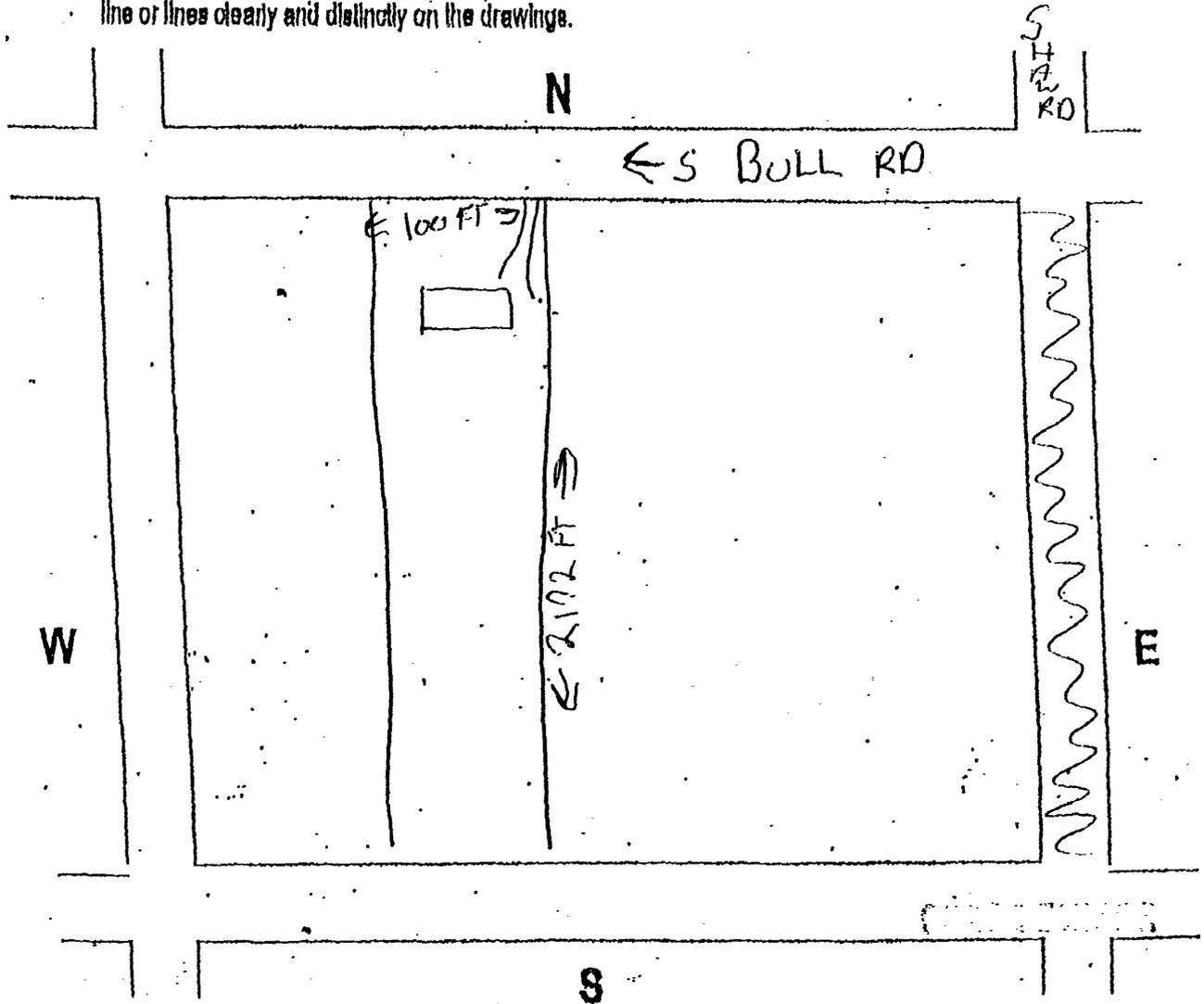
Anthony  
(Signature of Applicant)

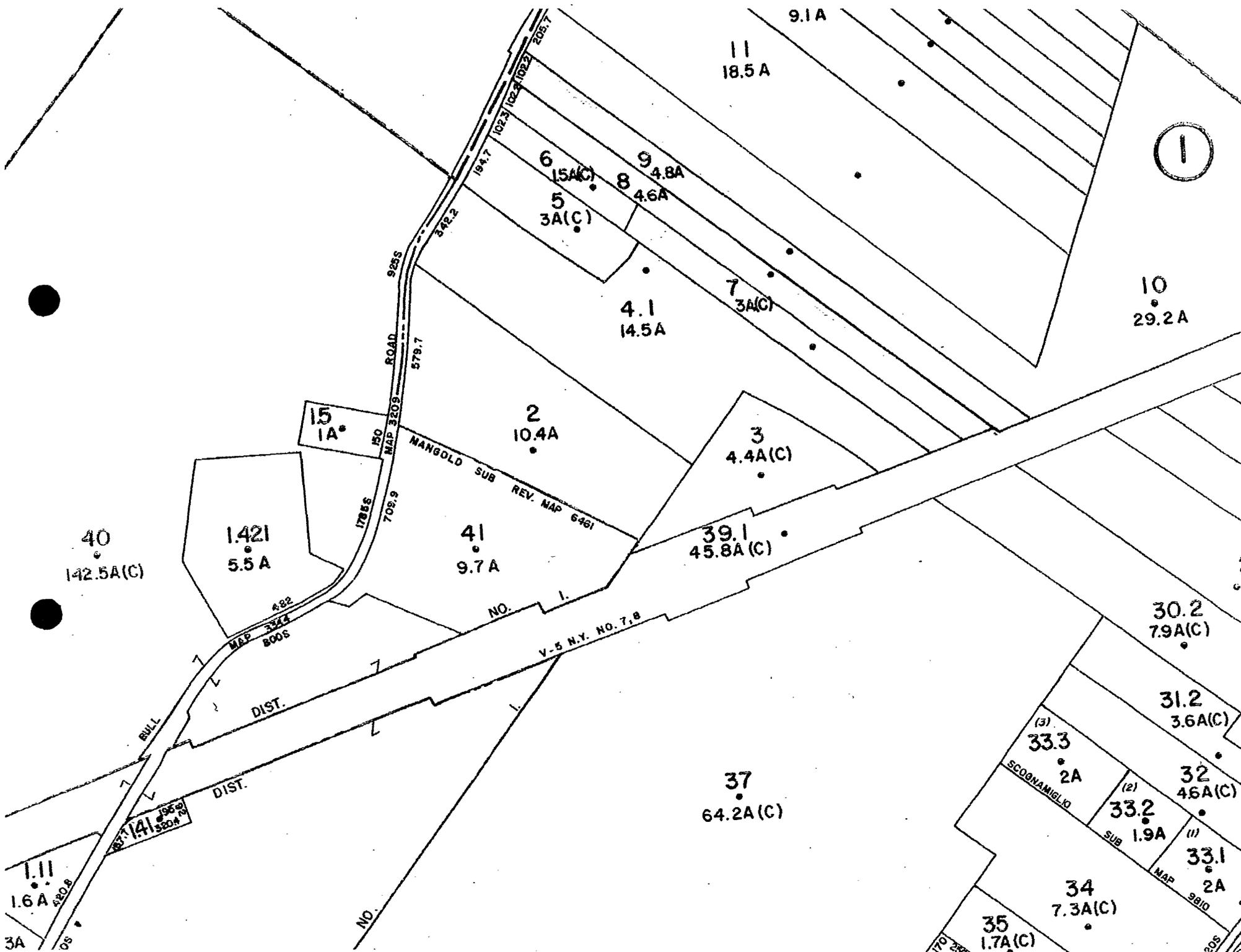
308 BULL RD WASHINGTONVILLE N.Y. 10992  
(Address of Applicant)

(see attached)  
(Owner's Signature)

PLOT PLAN

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





1

10  
29.2A

11  
18.5A

9.1A

6  
15A(C)  
5  
3A(C)

9  
4.8A  
8  
4.6A

7  
3A(C)

4.1  
14.5A

2  
10.4A

3  
4.4A(C)

39.1  
45.8A(C)

41  
9.7A

1421  
5.5A

40  
142.5A(C)

30.2  
7.9A(C)

31.2  
3.6A(C)

32  
4.6A(C)

33  
2A

33.2  
1.9A

33.1  
2A

37  
64.2A(C)

34  
7.3A(C)

35  
1.7A(C)

1.1  
1.6A

3A

141  
320.8  
320.8A

BULL  
DIST.

DIST.

DIST.

NO. 1.

V-5 N.Y. NO. 7, 8

MANGOLD SUB  
REV. MAP 6461

ROAD  
928.5

150  
MAP 3209

1788.8

MAP 3442  
800.8

482

378.2

194.7

1023

1023

208.7

578.7

928.5

928.5

928.5

928.5

NO.

OS

MAP 3810

SUB

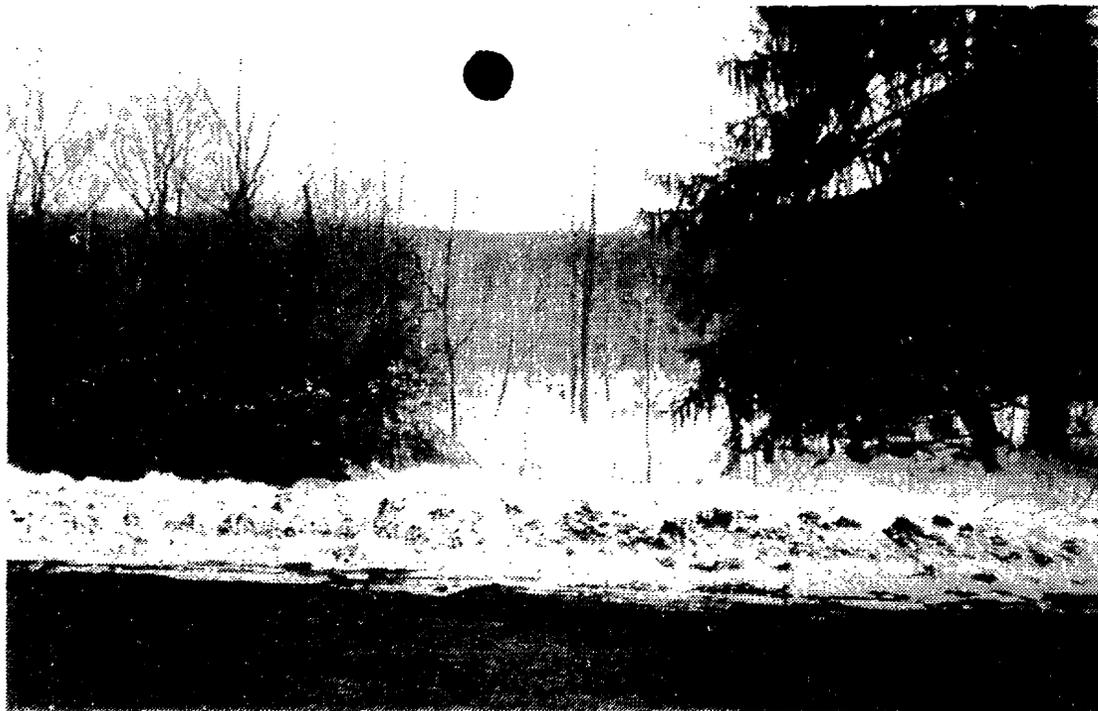
(1)

(2)

(3)

SCONNANIELD

NO.





03-02

ZBA #03-02

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

**RECEIPT**  
**#41-2003**

**01/17/2003**

**Builders, Llc Classic Home**  
308 Bull Road  
Washingtonville, NY 10992

**Received \$ 50.00 for Zoning Board Fees, on 01/17/2003. Thank you for  
stopping by the Town Clerk's office.**

**As always, it is our pleasure to serve you.**

**Deborah Green**  
**Town Clerk**



**CLASSIC HOME BUILDERS, LLC**

306 BULL ROAD  
WASHINGTONVILLE, NY 10992  
PH. 845-497-3529

2887

DATE JAN 12 2008

29-7003/2213  
469

PAY TO THE ORDER OF THE TOWN OF NEW WINDSOR \$ 300<sup>00</sup>/<sub>100</sub>  
THREE HUNDRED DOLLARS

CHARTER ONE BANK

FOR BULL ROAD FSCREW

⑆002887⑆ ⑆221370030⑆ ⑆4690681204⑆



**CLASSIC HOME BUILDERS, LLC**

306 BULL ROAD  
WASHINGTONVILLE, NY 10992  
PH. 845-497-3529

2888

DATE JAN 12 2008

29-7003/2213  
469

PAY TO THE ORDER OF THE TOWN OF NEW WINDSOR \$ 25<sup>00</sup>/<sub>100</sub>  
TWENTY FIVE DOLLARS

CHARTER ONE BANK

FOR BULL RD LOT DEPOSIT FOR PUBLIC HEARIN-

⑆002888⑆ ⑆221370030⑆ ⑆4690681204⑆



**CLASSIC HOME BUILDERS, LLC**

306 BULL ROAD  
WASHINGTONVILLE, NY 10992  
PH. 845-497-3529

2886

DATE JAN 12 2008

29-7003/2213  
469

PAY TO THE ORDER OF THE TOWN OF NEW WINDSOR \$ 50<sup>00</sup>/<sub>100</sub>  
FIFTY DOLLARS

CHARTER ONE BANK

FOR BULL ROAD APPLCA FEE

⑆002886⑆ ⑆221370030⑆ ⑆4690681204⑆



**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**



**APPLICATION FOR VARIANCE**

# 1/12/03 Date Application Type: Use Variance  Area Variance   
Sign Variance  Interpretation

(C/O M. REIS REALTORS)

I. **Owner Information:** Phone Number: (845) 496-5990  
DENIS PERKOVIC Fax Number: ( )  
(Name)  
  
(Address)

II. **Purchaser or Lessee:** Phone Number: (845) 491-3529  
ANTHONY FAYO Fax Number: ( ) 11  
(Name)  
308 BULL RD WASHINGTONVILLE N.Y. 10992  
(Address)

III. **Attorney:** Phone Number: ( )  
Fax Number: ( )  
(Name)  
  
(Address)

IV. **Contractor/Engineer/Architect/Surveyor/:** Phone Number (845) 491-3529  
CLASSIC HOME BUILDERS LLC Fax Number: ( ) 11  
(Name)  
308 BULL RD WASHINGTONVILLE N.Y. 10992  
(Address)

V. **Property Information:**  
Zone: R-1 Property Address in Question: BULL RD NEW WINDSOR  
Lot Size: 100 FT x 2174 FT Tax Map Number: Section 56 Block 1 Lot 9  
a. What other zones lie within 500 feet? \_\_\_\_\_  
b. Is pending sale or lease subject to ZBA approval of this Application? YES  
c. When was property purchased by present owner? \_\_\_\_\_  
d. Has property been subdivided previously? NO If so, When: \_\_\_\_\_  
e. Has an Order to Remedy Violation been issued against the property by the Building/Zoning/Fire Inspector? NO  
f. Is there any outside storage at the property now or is any proposed? NO

\*\*\*\*PLEASE NOTE:\*\*\*\*\*  
**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

03-02

**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**

**APPLICATION FOR VARIANCE - continued**

**VIII. AREA VARIANCE:**

Area Variance requested from New Windsor Zoning Local Law,

Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area			
Min. Lot Width	175 FT	100 FT	75 FT
Reqd. Front Yd.			
Reqd. Side Yd.			
Reqd. Rear Yd.			
Reqd. St Front*			
Max. Bldg. Hgt.			
Min. Floor Area*			
Dev. Coverage*			
Floor Area Ration**			
Parking Area			

\*Residential Districts Only

\*\*Non-Residential Districts Only

**PLEASE NOTE:**

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

**03-02**

**TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS**

**APPLICATION FOR VARIANCE - continued**

- IX. 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.

After reading the above paragraph, please describe why you believe the ZBA should grant your application for an Area Variance:

THIS IS NECESSARY TO  
BUILD NEW CONSTRUCTION

**PLEASE NOTE:**

**THIS APPLICATION, IF NOT FINALIZED, EXPIRES ONE YEAR FROM THE DATE OF SUBMITTAL.**

**03-02**



# SCHEDULE A

Town of  
New Windsor  
Section 56  
Block 1  
Lot 9

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the TOWN OF New Windsor, County of Orange, and State of New York, bounded and described as follows:

BEGINNING at a point in the southeasterly line of Bull Road, said point being a corner of the parcel to be conveyed by Cruthers and Boos to Coll, and running thence along said road line North 38° 43' East 102.19 feet; thence along other lands of said Cruthers and Boos South 39° 23' East 2185.10 ft. to the line of lands of the Erie Railroad Company; thence along the same South 82° 11' West 129.70 feet and North 7° 49' West 20.00 feet to a corner of said Coll lands; thence along the same North 39° 23' West 2079.12 feet to the point or place of beginning, containing 4.89 acres.

Subject to rights of way of any telephone or telegraph company or electric light or power company or any other public utility company as now established or of record, if any there be. Being same as Cruthers and Boos to Butler and one other, dated July 27, 1950, in Liber 1166 of Deeds at page 129.

Being the same lands and premises conveyed from MARTIN KOKSVIK to ANTON CURANOVIC and MICHELLE CURANOVIC, his wife by deed dated August 13, 1986 and recorded in the Orange County Clerk's Office on August 15, 1986 in Liber 2559 of Deeds at page 165.

03-02

## CONTRACT OF SALE

**CONTRACT OF SALE**, made December , 2002, among DENIS PERKOVIC, having an address at 1001 Edgefield Drive, Plano, TX 75075 ("Seller"), and CLASSIC HOME BUILDERS, having an address at 308 Bull Road, Washingtonville, NY 10992 ("Purchaser").

The parties hereby agree as follows:

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property described in Schedule A hereto (the "Premises"), known by the street address no number Bull Road, in Town of New Windsor, the County of Orange and the State of New York, and designated on the Tax Map as Section 56, Block 1, and Lot 9,

TOGETHER WITH Seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for damage to the Premises by reason of the change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at the Closing or thereafter, on demand, any documents which Purchaser may require to collect said award or damages.

2. **Personal Property.** There is no personal property as this is a Contract of Sale for vacant land.

3. **Purchase Price.** The purchase price for the Premises is Fifty Three Thousand Dollars (\$53,000.00), payable as follows:

(a) Five Thousand Three Hundred Dollars (\$5,300.00) upon execution of this contract, by check subject to collection. The nonpayment of said check shall give Seller the right to declare this contract null and void and to pursue all remedies against Purchaser on said check or as otherwise permitted by law. The proceeds of said check shall be held in escrow by the Escrow Agent as hereinafter provided. \$500.00 binder was paid to M. Reis Realtors

(b) Forty Seven Thousand Seven Hundred Dollars (\$47,700.00) at the Closing.

4. **Acceptable Funds.** All money payable under this contract, unless otherwise specified, shall be paid either: (a) in cash, but not more than \$1,000 shall be so paid; (b) by good certified check of Purchaser drawn on or official check issued by a bank, savings bank, trust company, or savings and loan association having a banking office in New York, payable to the direct order of Seller; or (c) New York attorney's trust checks or as otherwise agreed in writing by the parties or their attorneys.

The following shall not be acceptable funds hereunder: (a) uncertified funding company checks.

Purchaser agrees to provide up to Three (3) certified or bank checks at closing to facilitate same.

5. **Permitted Exceptions.** The Premises is sold subject to the following:

(a) All present and future building, zoning, subdivision, landmark, historic, wetlands, fire and safety restrictions, regulations, laws, ordinances, resolutions and orders of any State, municipal or other governmental authorities having jurisdiction over the Premises or the use or improvement thereof.

(b) Any recorded covenants, restrictions, easements and agreements provided they are not now violated, do not contain a clause under which the Premises would be forfeited if they were violated, and do not materially restrict the normal use and enjoyment of the Premises.

(c) The rights of utility companies, if any, to install, maintain and operate lines, poles, pipes, distribution boxes, and other equipment and installations over, under or along the street next to the Premises or the part of the Premises next to the street, or running to improvements on the Premises.

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(d) Real estate taxes and water and sewer charges, subject to adjustment as hereinafter provided.

(e) Encroachments and projections of fences or other improvements, installations or appurtenances onto the Premises or from the Premises onto adjoining property; variations between record lines and any tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads adjoining the Premises.

6. **Objections to Title.** Purchaser agrees promptly to apply for and procure a title insurance commitment from, and to cause title to the Premises to be searched and examined by, a duly licensed and reputable title insurance company (the "title company"). Purchaser agrees to deliver to Seller and his attorney, David J. Stiles, Esq., 4 Shea Knolls Court, Campbell Hall, NY 10916, copies of the title company's title report or commitment, and any tax search, departmental searches, survey and survey reading, not less than fifteen days prior to the Closing Date, together with a written statement by Purchaser of any and all objections to or defects in Seller's title.

Seller shall be entitled to reasonable adjournments of the Closing to attempt to remedy any defects in title and to otherwise comply with the terms, covenants and conditions of this contract. Purchaser shall accept such title as the title company will insure in accordance with its standard form of title policy, subject only to the matters provided for in this contract and such other exceptions as the title company, without special premium to Purchaser, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the Premises.

Seller shall give and Purchaser shall accept such title as a member of The New York State Land Title Association will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

7. **The Closing.** The "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper form for recording, so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated. The deed will contain the covenant required by Section 13 of the Lien Law.

8. **The Closing Date.** The Closing shall be held at the offices of David J. Stiles, Esq., 1 South Street, Washingtonville, NY, at 10:00 A.M. on or about January 24, 2003 (the "Closing Date"). Purchaser agrees to close within Fifteen (15) days of receipt of a Building Permit.

9. **Violations.** Seller represents that no notes or notices of violations of laws, ordinances, regulations, orders or requirements have been issued by any governmental authority having jurisdiction over or affecting the Premises. Seller shall furnish to Purchaser, upon request, written authorization to make searches for violations. Purchaser shall notify Seller not less than fifteen days prior to the Closing Date of any notes and notices of violations which have been issued.

If the cost of removing such violations exceeds \$500.00, Seller shall have the option, to cancel this contract and shall return the downpayment to Purchaser whereupon this contract shall terminate and neither party shall have any further claim against the other.

10. **Apportionments and Other Adjustments.** The following shall be apportioned as of midnight of the day preceding the Closing Date: (a) real estate taxes on the basis of the lien period for which assessed.

If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be based upon the old tax rate for the preceding period applied to the latest assessed valuation. Any errors or omissions in computing apportionments shall be corrected after the Closing. This provision shall survive the Closing.

11. **Allowance for Unpaid Taxes.** The amount of any unpaid real estate taxes, assessments, water charges and sewer rents which Seller is obligated hereunder to discharge or satisfy, with any interest or penalties thereon to a date not less than five business days after the Closing, at the option of Seller may be allowed as a credit to Purchaser at the Closing, provided official bills therefor computed to said date are produced at the Closing.

**12. Use of Purchase Price To Pay Encumbrances.** If there is any lien against the Premises or anything else affecting the sale which Seller is obligated to pay and discharge at the Closing, Seller may use any portion of the balance of the purchase price to discharge it, or he may allow to Purchaser the amount thereof as a credit at the Closing, or he may deposit with the title company the amount which the title company may require to insure Purchaser's title clear of the matter or to insure against its enforcement out of the Premises. Purchaser agrees to provide separate certified checks as reasonably requested to assist in clearing up these matters.

**13. Affidavit as to Judgments and Bankruptcies.** If the examination of title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to Seller, Seller shall deliver an affidavit showing that they are not against Seller.

**14. Transfer Taxes and Sundry Costs.** At the Closing, Seller shall deliver a check payable to the order of the appropriate State, City or County officer or the title company in the amount of any applicable transfer taxes or stamp taxes payable by reason of the delivery of the deed, together with any required tax returns.

Purchaser shall pay all expenses for examination of title, the premium for any title insurance policy issued to it, and all other title, survey or other expenses incurred by it in connection with this contract or the Closing.

**15. Inability to Convey.** If Seller shall be unable to convey good and marketable title in accordance with this contract, or fails to deliver such title for any reason other than his willful default, or is unable to comply with any term, covenant or condition of this contract, the sole obligation of Seller shall be to direct Escrow Agent to refund, without interest, any payments made by Purchaser on account of the purchase price and to reimburse Purchaser for Purchaser's expenses for examination of title, whereupon this contract shall terminate and neither party shall have any further claim against the other by reason of this contract, and the lien, if any, of Purchaser against the Premises shall cease. Seller shall not be obligated to bring any action or proceeding or otherwise incur any expense to remove any objection to title. Purchaser, nevertheless, may accept such title as Seller is able to convey, without any reduction of or credit against the purchase price.

As used throughout this contract "Purchaser's expenses for examination of title" shall mean the reasonable expenses actually incurred by Purchaser, other than attorneys' fees, for examination of title of the Premises and for survey updating, not to exceed usual charges for similar services by the title company where no policy is issued.

**16. Condition of Premises.** Purchaser acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty (expressed or implied) as to the physical condition, state of repair, expenses or operation of the Premises or any matter or thing affecting or relating to the Premises or this contract, except as specifically set forth herein. Seller shall not be liable or bound in any manner by any oral or written statement, representation, warranty, agreement or information relating to the Premises or this contract furnished by any real estate broker, agent or other person, unless specifically set forth herein.

**17. Possession.** At the Closing, Purchaser shall be given possession of the Premises.

**18. Brokerage.** Purchaser represents and warrants that it has not dealt with any broker in connection with this sale, other than M. Reis Realtors ("Brokers"), whose commission Seller agrees to pay pursuant to a separate agreement. Purchaser agrees to indemnify and hold Seller harmless from and against all liabilities, claims, damages or expenses, including attorneys' fees, pertaining to any other broker with whom Purchaser has dealt. This provision shall survive the Closing or, if the Closing does not occur, the termination of this contract.

**19. Escrow Conditions.** Purchaser has delivered to David J. Stiles, Esq., having an address at 4 Shea Knolls Court, Campbell Hall, NY 10916 ("Escrow Agent") a downpayment in the amount of \$5,300.00 (the "downpayment"). Said downpayment shall be held in Walden Savings Bank, 131 East Main Street, Washingtonville, NY 10992.

Escrow Agent, subject to collection of said check, shall hold the downpayment in accordance with a joint instruction signed by Seller and Purchaser, or separate instructions of like tenor signed by them, or a final judgment of a court of competent jurisdiction. Escrow Agent hereby is authorized and directed to deliver the downpayment to Seller if, as and when title closes.

20. **Notices.** All notices, demands and other communications required or permitted under this contract shall be in writing and shall be delivered by hand or by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, to Seller or Purchaser, as the case may be, at their addresses first above written, or at such other addresses as they may designate by notice hereunder.

21. **Purchaser's Lien.** All payments of Purchaser on account of the purchase price, and its reasonable expenses for examination of title, hereby are made a lien against the Premises. Said lien shall not continue or exist after any default by Purchaser hereunder.

22. **Liquidated Damages.** The parties mutually acknowledge that if Purchaser should willfully default in closing title or under any other term or condition of this Contract, it may be impossible to determine Seller's actual damages. Accordingly, if Purchaser shall willfully default Seller shall have the option to retain any and all funds previously paid by the Purchaser pursuant to this agreement as liquidated damages. In the event Seller elects to retain the down payment, both parties shall be relieved and released of and from any further liabilities hereunder, and Purchaser expressly releases any lien Purchaser may have against the property.

Seller shall give Purchaser's attorney written notice, by first class mail return receipt requested, of his election to retain the down payment hereunder. Purchaser shall have Ten (10) days from his attorney's receipt of said notice to cure any default otherwise the Escrowee may release the down payment to Seller. Further, in the event of a willful default by Purchaser in closing title, Seller is authorized to place the premises back on the market free and clear of any claim that Purchaser may have against the premises.

23. **Assignment.** Purchaser may not assign this contract without the prior written consent of Seller. Any attempted assignment without such consent shall be null and void.

24. **Survival.** None of the representations, warranties, covenants or other obligations of Seller hereunder shall survive the Closing, except as expressly provided herein. Acceptance of the deed by Purchaser shall be deemed full and complete performance and discharge of every agreement and obligation of Seller hereunder, except those, if any, which expressly are stated herein to survive the Closing, and then such survival shall be only for a period of one year.

25. **Miscellaneous.** All oral or written statements, representations, and agreements of the parties are superseded by this contract, which alone fully and completely expresses their agreement. This contract may not be amended, waived or modified in any respect except by a writing signed by the party sought to be bound. Neither this contract nor any memorandum thereof shall be recorded by Purchaser.

This contract shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this contract shall be unenforceable or invalid, such unenforceability or invalidity shall not affect any other provision of this contract. The captions in this contract are for convenience only and are not to be considered in construing this contract.

26. **Binding Effect.** This contract shall not be considered an offer or an acceptance of an offer by Seller, and shall not be binding upon him until executed and delivered by both Seller and Purchaser. Upon such execution and delivery, this contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

27. **Travel Costs** Closing of title is contemplated to take place within Orange County, New York. In the event Purchaser's mortgage lender schedules closing of title outside of Orange County, Purchaser agrees to reimburse Seller for his additional legal fees the following: \$150.00 - for closings held in Dutchess, Putnam, Rockland, Sullivan, Ulster Counties; \$250.00- for closings held in Westchester County; \$750.00 - for closings held in any other New York county or New Jersey.

28. **Building Permit** This Contract of Sale is contingent upon Purchaser, at Purchaser's sole expense, obtaining any necessary variances and a building permit for a single family residence within Thirty (30) days of Seller executing the Contract of Sale. In the event Purchaser has not obtained a building permit within said time frame Purchaser

shall be entitled to an additional Thirty (30) day period if the delay is due the Town of New Windsor's planning or building departments. Seller hereby agrees cooperate with Purchaser and to execute and documents required by the Town of New Windsor necessary to obtain said approvals.

**IN WITNESS WHEREOF**, Seller and Purchaser have duly executed this contract on the date first above written.

\_\_\_\_\_  
DENIS PERKOVIC

CLASSIC HOME BUILDERS

By: \_\_\_\_\_

Client: P0066