

ZB# 78-27

Howard Lowy

46-2-49

Public Hearing:

Oct. 23, 1978 -

8:00 p.m. -

(OCPD involved)

NC Zone

Howard Lowy (914) 628-2111



Oxford Pendaflex
CORPORATION

STOCK No. 753

MADE IN U.S.A.

GENERAL RECEIPT			3853
TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, N. Y. 12550			
RECEIVED OF	<u>Bloom + Bloom (Lowy)</u>	<u>Nov. 3</u> <u>19 78</u>	
	<u>Fifty and 00/100</u>	<u>\$ 50.00</u>	
FOR	<u>BBA Lowy # 78-27</u>		DOLLARS
DISTRIBUTION:			
FUND	CODE	AMOUNT	
<u>50.00</u>		<u>check</u>	
BY <u>Charlotte Marcantonio</u>			
			TITLE
			<u>Deputy</u>

Williamson Law Book Co., Rochester, N. Y. 14609

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

27
(Number)

10/19/78
(Date)

I. Applicant information:

- (a) New Windsor Associates, 244 West Passaic Street,
Rochelle Park, New Jersey (contract vendor)
(201-368-0270)
(Name, address and phone of Applicant)
- (b) Skate Realty Corp., Route 6 & 118,
Baldwin Place, New York (212-463-9248)
(Name, address and phone of purchaser or lessee)
- (c) Daniel J. Bloom & Peter E. Bloom, Esqs.
Route 94, P.O. Box 477, Vails Gate, NY 12584 (914-561-6920)
(Name, address and phone of attorney)
- (d) None
(Name, address and phone of broker)

II. Application type:

- Use variance
- Area variance
- Sign variance
- Special permit

III. Property information:

- (a) (NC) Rte. 94 (west side) (WEO-
old A&P shopping center) 46-2-49 5/70 acres
(Zone) New Windsor Post Office (Address) Complex (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? Residential
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? prior to 1969
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? No When? _____
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? _____ If so, when _____
- (h) Is there _____

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- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? _____ If so, when _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. No

IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use , Column A, to allow Regulations

The operation of a roller skating rink in a neighborhood
 (Describe proposed use)
commercial (NC) zone.

- (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.

Owner has attempted to rent or sell the premises for almost ten years without long term success. During this period, the following attempted commercial uses of the property have failed: 3 supermarkets (A&P, WEO & Pam-Lin), one drug store, one retail food restuarant, one carpet store, and one bank. Furthermore, an attempt to lease the space for office use or any other use adaptable to the building has also failed, including that of a general merchandise market or flea market.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section , Table , Column

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u> / </u>	<u> / </u>	<u> / </u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* <u> % </u>	<u> % </u>	<u> % </u>
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts

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- (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.

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u> _____	<u>1</u> _____	<u>1</u> _____
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

(b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

VI. Sign Variance:

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

Table with 3 columns: Requirements, Proposed or Available, Variance Request. Rows for Sign 1-5 and Total with sq.ft. units.

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

VI. Sign Variance:

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

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/> <hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize 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. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.

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 upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

We intend to remove all subsurface material around all drywells that are no longer working and replace with new bankrun so these drains will now work. We will remove all vegetation (weeds) that are pushing up between concrete. We will replace fascia with a new colored panel to update the look of the front. All grafetti will be removed. We will repair all exterior lights that are broken.

IX. Attachments required:

- Copy of letter of referral from Building and Zoning Inspector.
 - Copy of contract of sale, lease or franchise agreement.
 - Copy of tax map showing adjacent properties
 - Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
 - Copy(ies) of sign(s) with dimensions.
 - Check in amount of \$ 50. payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.

(b) Describe in detail the use and structures proposed for the special permit.

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 - Copy(ies) of sign(s) with dimensions.
 - Check in amount of \$ 50. payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- Other:

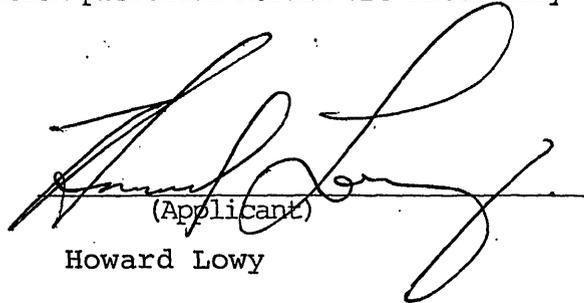
(Official Use Only)

X. AFFIDAVIT.

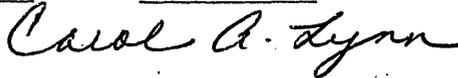
Date October 19, 1978

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

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


(Applicant)
Howard Lowy

Sworn to before me this 8
19th day of October, 1978.



CAROL A. LYNN
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1980

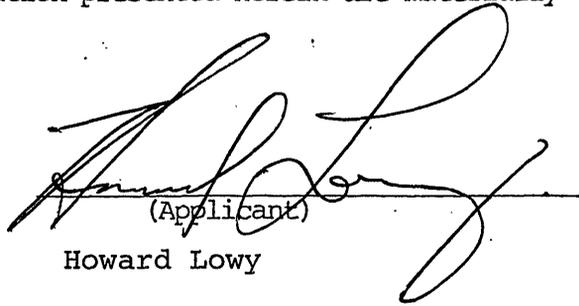
XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____

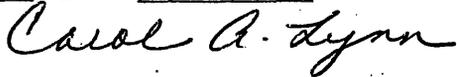
A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
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A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

AGREEMENT OF SALE

AGREEMENT OF SALE between NEW WINDSOR ASSOCIATES, a limited partnership with offices located at 244 West Passaic Street, Rochelle Park, New Jersey, as "Seller"; and SKATE REALTY CORP., a New York Corporation, having its principal place of business located at Routes 6 and 118, Baldwin Place, New York, as "Purchaser".

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and provisions herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. The Seller hereby agrees to sell and the Purchaser hereby agrees to purchase all that certain plot or parcel of land with the building and improvements erected thereon, being in the Town of New Windsor, County of Orange, and State of New York, bounded and described as follows:

BEGINNING at an iron pipe set inside of a stone fence on the northerly side of the Old New Windsor to Blooming Grove Turnpike, which point of beginning is the southwesterly corner of land conveyed by Fred W. McConnell and Myra C. MacConnell, his wife, to William R. Wood, by deed dated December 5, 1928 and recorded in the Orange County Clerk's Office, December 24, 1928 in Liber 692 of Deeds at page 511, and running thence along the line of land of said Wood, north 17° 12' west for 563.1 feet to a fence post marked; thence south 80° 26' west for 440.5 feet to a fence post marked which point is the northeasterly corner of land conveyed by Leegert Realty Corp. to Malcolm D. Cornell by deed dated August 22, 1961 and recorded in the Orange County Clerk's Office, August 23, 1961.

in Liber 1599 of Deeds at page 919; and running thence along along the line of land now or formerly of Malcolm D. Cornell, south 17° 12' east 560.14 feet to the northerly side of Old New Windsor to Blooming Grove Turnpike; and thence along the northerly line of said Old New Windsor to Blooming Grove Turnpike, north 80° 26' east, 457.75 feet to the point and place of Beginning.

SUBJECT to easements and restrictions of record, zoning ordinances and such facts as an accurate survey may disclose, provided the same are not violated by existing structures.

SUBJECT to existing tenancies.

TOGETHER with all fixtures and articles of personal property attached to and used in the operation of the premises (the "Premises").

2. The purchase price for said property is \$600,000.00 which is to be paid as follows:

a. \$5,000.00 upon satisfaction by Seller of the contingencies set forth in paragraphs 3 and 23 hereof.

b. \$595,000.00 at closing of title.

3. Purchaser's obligations under this contract are expressly subject to and contingent upon Seller obtaining within 30 days after execution hereof a firm mortgage commitment modifying the existing mortgage presently held by the United Jersey Bank and/or United Jersey Mortgage Company to reduce the outstanding principal of said mortgage to the sum of \$600,000.00 and further, said mortgage is to be modified so as to provide for interest at the rate of 8.5% per annum for a term of not less than 22 years and at a constant rate of 9.6% and the first payment of principal and interest is to be paid two months after the passing of title and closing of mortgage. Further, said mortgage commitment will provide that there shall be no personal liability on the part of the Purchaser and that the Purchaser shall have the right to add to

existing buildings and structures on the property covered by the mortgage provided said additions are done in compliance with all applicable laws, in a good and workmanlike fashion, and such additions and improvements do not affect the security in favor of said United Jersey Bank.

4. The Seller shall, upon the passing of title, assign all leases covering the tenancies in said property together with any rent securities to the Purchaser, and at the time of the passing of title, there shall be an adjustment of rents.

5. It is specifically understood and agreed that this contract is subject to the property and existing structures on the property being utilized as a roller skating rink and related business and that the property can presently be used for said purpose or, in the event that it cannot be used for said purpose, the Purchaser will obtain with the aid of the Seller and in Seller's name, a necessary variance from the agency or agencies having jurisdiction over said property to enable said property to be utilized as a roller skating rink and related business. It is specifically understood and agreed that the Seller's aid shall include but not be limited to the execution of the filing of any necessary documents; the attendance at any formal or informal meetings or hearings and the assistance in gathering any requisite information for any agency or agencies having jurisdiction to permit said agency or agencies to act in the granting of said variance. In the event such a variance

cannot be obtained within 30 days from the date of execution of this agreement, then in that event this contract is null and void and any monies paid hereunder by the Purchaser to the Seller shall be returned and there shall be no further liability to any party by any party under this agreement.

6. The Purchaser represents that it has inspected the Premises and agrees to purchase the same in its present "as is" condition and agrees that the Seller has not made any representations as to the physical condition or any other matter or thing affecting or related to the Premises except as specifically set forth in this agreement. This agreement constitutes the entire contract between the parties hereto and the Seller shall not be liable or bound in any manner by expressed or implied warranties, statements or representations made or furnished by any real estate broker, agent, employee or other person representing or purporting to represent the Seller unless such warranties, statements or representations are expressly and specifically set forth herein. No personal property owned by any of the tenants in possession under any lease covering all or any portion of the Premises is intended to be conveyed hereunder unless said property has, by operation of law, become the property of the Seller hereunder.

7. It is specifically understood and agreed that said property shall be conveyed and the Purchaser agrees to purchase the same subject to:

(a) Utility company rights, easements, agreements and all utility installations presently serving the Premises as installed.

(b) Consents by Seller for the erection of any electric, water, sewer or telephone installations on, under or above any street or streets on which the Premises may abut provided the same do not prohibit the present use of the Premises.

(c) The lien of any unpaid State or Federal franchise or transfer taxes provided, however, that the Seller, upon the closing of title, makes such deposit, guarantee, representation or such other procedure in lieu thereof as might be required by or be satisfactory to Purchaser's title company, to induce the said company to issue to the Purchaser a policy of title insurance insuring against the collection thereof out of the Premises.

(d) Any objection to title which may be cured by the deposit of a sum of money only, in an amount satisfactory to Purchaser's title company, shall not constitute an objection to title provided Seller deposits such sum as may be required by the title company to cure said objection at the delivery of the deed, and the title company agrees to issue a policy of title insurance insuring against collection of the same out of the Premises.

8. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health,

or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the Seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The Seller shall furnish the Purchaser with an authorization to make the necessary searches therefor. In the event the cost of complying with the obligations required under Article 8 hereof exceeds \$5,000.00 in the aggregate, then, in that event, if the cost of curing and complying with said violations and orders of any of the aforesaid departments shall exceed the sum of \$5,000.00, the Purchaser shall have the option, in its sole discretion, to pay for and cure said violations in such amounts that exceed the sum of \$5,000.00 or in its sole discretion, the Purchaser may terminate this contract and obtain a refund of all monies heretofore paid by the Purchaser.

9. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation provided, however, that when the rate is fixed said apportionment shall be re-adjusted to reflect the actual rate.

10. The deed shall be the usual bargain and sale deed with covenants against grantor's acts in proper statutory short form for recording and shall be duly executed and acknowledged so as to convey to the Purchaser the fee simple of said premises,

free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

11. The Seller shall give and the Purchaser shall accept title such as a reputable title company will approve and insure.

12. The amount of any unpaid taxes, assessments, water charges and sewer rents which the Seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the Seller be allowed to the Purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the Seller at the closing.

13. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the Seller, the Seller will on request deliver to the Purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the Seller.

14. In the event that the Seller is unable to convey title in accordance with the terms of this contract, the sole liability of the Seller will be to refund to the Purchaser the amount paid on account of the purchase price and to pay the

net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the Purchaser, and upon such refund and payment being made this contract shall be considered cancelled.

15. The risk of loss or damage to the Premises by fire or other casualty before a delivery of the deed hereunder is assumed by the Seller and, in the event the Premises shall suffer injury beyond ordinary wear and tear, Seller agrees that it shall repair the damage before the date set for delivery of the deed hereunder or, in the alternative, it shall make an appropriate reduction in the purchase price herein set forth. Seller agrees to maintain the Premises, ordinary wear and tear excepted, until the delivery of the deed hereunder. The foregoing to the contrary notwithstanding, either Seller or Purchaser shall have the right to terminate this agreement in the event of material destruction of the Premises.

16. Purchaser represents that it has not dealt with any real estate broker incident to this transaction and the parties agree that the sole persons with whom the Purchaser negotiated this transaction were with Stuart O. Goldsmith and representatives of United Jersey Bank and, to the Purchaser's knowledge, said individuals will not make any claim for brokerage fees and, in the event they do, the Purchaser will not be responsible for the payment of said fees.

17. The Purchaser agrees that at time of the satisfaction of the contingencies set forth in paragraphs 3 and 23 hereof, it will deposit the sum of \$5,000.00 as a good faith deposit with John B. Landers, Esquire, to be held in escrow until the passing of title. In the event the Seller cannot deliver title pursuant to the terms of this agreement, then in that event said \$5,000.00 shall be returned to the Purchaser. Upon the closing of title, said \$5,000.00 shall be returned to the Purchaser as the full purchase price is being paid as set forth in paragraph 2 of this agreement.

18. In the event the Purchaser defaults under the terms of this agreement or to take title as provided hereunder, the parties agree that the damage that the Seller shall sustain as a result thereof shall be substantial, but shall be difficult to fix or ascertain. Therefore, the parties hereto agree that, in the event of such default by the Purchaser, the Seller shall be entitled to retain as its sole and exclusive remedy \$5,000.00 of the monies deposited hereunder by the Purchaser as and for liquidated damages and thereupon neither party shall have any further claim against the other hereunder.

19. Purchaser acknowledges that it has reviewed all tenant leases covering the Premises and accepts the same.

20. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement except as otherwise provided for herein.

21. This agreement shall not be assigned by Purchaser without the prior written consent of Seller.

22. The Seller and the present owner of the mortgage; to wit: the United Jersey Bank hereby consents that the Purchaser has the right, in its option, upon the return of a fully executed copy of this contract to the Purchaser, to immediately proceed and have the right to enter upon the property, which is the subject of this contract and make repairs to the roof on the existing structure. The Purchaser, however, will not commence repairs prior to disclosing the scope of the work to be done to the United Jersey Bank and/or its designated agent and the examination of the proposed work by the United Jersey Bank or its designated agent.

It is understood that the Purchaser intends that the scope of said work is to make the existing roof watertight and free of leaks.

In the event that the Purchaser commences to perform repairs to the existing roof and this contract is thereafter terminated without the Purchaser obtaining title to the property by reason of any of the contingencies having not been made as set forth in this contract, than in that event, the United Jersey Bank agrees to pay to the Purchaser one-half of the cost to the Purchaser for the repairs made to said roof up to the termination of said contract, which sum shall not exceed the sum of \$25,000.00.

23. Purchaser acknowledges that Seller herein does not have full authority to execute this agreement and must obtain the consent to this transaction of New Windsor Properties, the limited partners of New Windsor Associates and United Jersey Bank. In the event Seller is unable to deliver to Purchaser those consents within 30 days of the date hereof, Purchaser shall have the right to terminate this contract and all monies paid hereunder, if any, shall immediately be refunded to Purchaser.

24. This agreement constitutes the entire agreement of the parties hereto and may not be modified or amended except by an instrument in writing, signed by both parties.

25. All notices, demands or requests provided for or to be given pursuant to this agreement must be in writing and shall be deemed to have been properly given or served when deposited in the United States mail, postpaid and registered or certified with return receipt requested and addressed to:

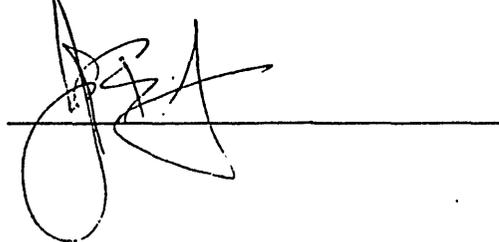
As to Seller: New Windsor Associates
c/o Stuart O. Goldsmith
244 West Passaic Street
Rochelle Park, New Jersey 07662

with a copy to: John B. Landers, Esquire
214 Main Street
Hackensack, New Jersey 07601

As to Purchaser: Stanley Alter, Esquire
9 East 40th Street
New York, New York 10016

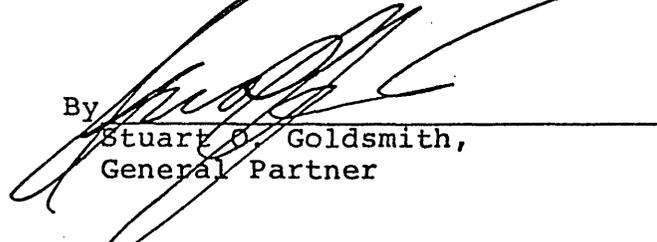
IN WITNESS WHEREOF, the parties hereby have caused
this agreement to be executed this 24 day of AUGUST, 1978.

WITNESS:

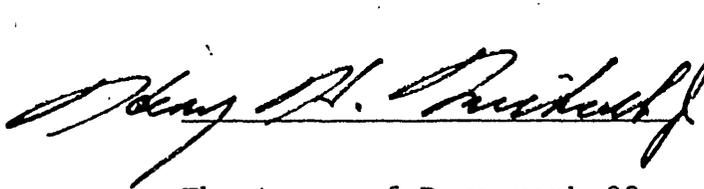


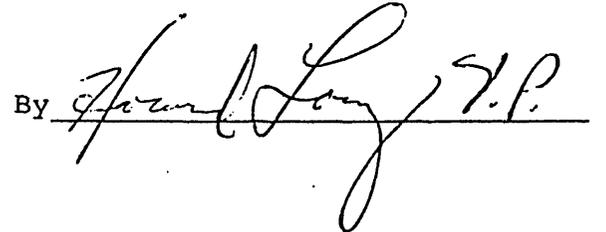
WITNESS

NEW WINDSOR ASSOCIATES - SELLER

By 
Stuart O. Goldsmith,
General Partner

SKATE REALTY CORP. - PURCHASER



By 
Howard Long, Jr.

The terms of Paragraph 22
as it effects the United
Jersey Bank are hereby
agreed and consented to:

UNITED JERSEY BANK
ASSET MANAGEMENT GROUP

By 
Michael Sullivan

(914) 565-8550

555 Union Avenue
New Windsor, N. Y. 12550
January 11, 1979

Thomas Devaney, Esq.
25 East Salem Street
Hackensack, New Jersey 07602

RE: PROPOSED DECISION GRANTING USE VARIANCE
LOWY/NEW WINDSOR ASSOCIATES

Dear Mr. Devaney:

As promised on January 10, 1979, enclosed please find a copy of the proposed Formal Decision in the above-entitled matter. Weather permitting, same will be acted upon by the Zoning Board of Appeals at the next meeting of January 22, 1979.

Please assure Mr. Lowy that he will receive a conformed copy as soon as it is approved.

Very truly yours,

PATRICIA DELIO, Secretary

/pd

Enclosure



COUNTY OF ORANGE

Department of Planning

124 MAIN STREET (1887 Building)

GOSHEN, NEW YORK 10924

TEL. (914) 294-5151

Peter Garrison, A.I.P., Commissioner

Edwin J. Garling, A.I.P., Deputy Commissioner

October 26, 1978

Mr. Mark Stortecky, Chairman
Town of New Windsor Zoning Board
of Appeals
Town Hall
New Windsor, New York 12550

Re: Variance - New Windsor
Associate
Rte. 94

Dear Mr. Stortecky:

This office, pursuant to the provisions of Section 239, 1 and m, Article 12-B of the General Municipal Law of the State of New York, has reviewed the above subject variance application.

We have no objection to the variance and hereby retain the matter for final local determination.

Very truly yours,

Peter Garrison
Commissioner of Planning

PG/jm

cc: D. Bloom, Attorney

PUBLIC NOTICE OF HEARING BEFORE
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 48-33A of the Zoning Ordinance on the following proposition:

Appeal No. 27

Request of NEW HOWARD LOWY and WINDSOR ASSOCIATES

for a VARIANCE ~~XXXXXXXXXXXX~~ of

the regulations of the Zoning Ordinance, to permit

the operation of a roller skating rink in a

Neighborhood Commercial (NC) zone

being a VARIANCE ~~XXXXXXXXXXXX~~ of

Section 48-9 -Table of Use Regulations - Column A

for property situated as follows:

Route 94 (old A & P Shopping Center), Town of

New Windsor, N. Y.

SAID HEARING will take place on the 23rd day of October, 1978,

at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.

beginning at 8 o'clock P. M.

MARK STORTECKY
Chairman

(914) 565-8550

October 4, 1978

Albert P. Pacione, Jr., Esq.
Roskoski and Pacione
710 Broadway
Newburgh, N. Y. 12550

RE: PROPOSED ROLLER SKATING RINK
ROUTE 94, New Windsor, N. Y.

Dear Al:

Kindly be advised that Mr. Howard Lowy and New Windsor Associates have made application before the Zoning Board of Appeals seeking to use the old A & P market, presently vacant, as a roller skating rink. A use variance is requested since roller skating rinks are not permissible in an NC zone.

Mr. Lowy and New Windsor Associates will be appearing before the ZBA on the evening of October 23, 1978 at 8 p.m. for a public hearing on the matter.

Very truly yours,

PATRICIA DELIO
Secretary
New Windsor Zoning Board of Appeals

/pd

ROSKOSKI AND PACIONE
ATTORNEYS AT LAW

CHARLES J. ROSKOSKI
ALBERT P. PACIONE, JR.

710 BROADWAY
NEWBURGH, NEW YORK 12550
(914) 562-1076
(914) 561-1500

October 3, 1978

~~Zoning Board of Appeals~~
555 Union Ave.
New Windsor, New York 12550

Attn: Pat Razansky

Re: Proposed Roller Skating Rink
Rte. 94, New Windsor, N. Y.

Dear Mrs. Razansky:

Please be advised that this office represents Sycamore Gardens which is located directly across the street from the premises sought to be used as a Roller Skating Rink. Based upon the current and past history of juvenile delinquency at these establishments, the principals of Sycamore Gardens will vigorously oppose this application.

Sycamore Gardens contains 96 garden apartments and the general area is heavily populated by one family homes. It is quite obvious that there will be a disruption of the neighborhood's home life.

It is the intention of the principals of Sycamore Gardens to produce tangible and testimonial evidence in opposition to this application. In addition, they are prepared to proceed by Article 78 to review any favorable application and to obtain injunctions if necessary.

Please inform me of any date for a public hearing as well as any adjourned dates. Thank you for your kind attention.

Very truly yours,

ROSKOSKI & PACIONE

Albert P. Pacione, Jr.

Albert P. Pacione, Jr.

APP:sls

(914) 56508550

October 27, 1978

Daniel J. Bloom, Esq.
Bloom & Bloom
P. O. Box 477
Vails Gate, N. Y. 12584

RE: APPLICATION OF HOWARD LOWY/NEW WINDSOR ASSOCIATES
USE VARIANCE #78-27

Dear Dan:

This is to confirm that the above application for a use variance before the New Windsor Zoning Board of Appeals was approved by a unanimous vote at the public hearing held on October 23, 1978.

The following restrictions were added:

1. Fencing to be provided around three (3) sides of the property line in question;
2. Security Guard to be on duty to 7 a.m.;
3. Parking lot to be resurfaced and weeds to be removed;
4. New roofing added as soon as weather permits same;
5. Drainage system to be cleaned out and corrected;
6. Entrance and exits to be designated by signs; and
7. Shadow lights to be placed on the rear walls.

Formal decision will be drafted by Mr. Krieger at a future date and acted upon at an upcoming ZBA meeting. I will furnish you with a copy of same as soon as it is available.

Always a pleasure to work with you.

Very truly yours,

PATRICIA DELIO, Secretary
New Windsor Zoning Board of Appeals

pd/
cc: Howard Collett - Bldg./Zoning Inspector

Roller Cink Hearing 1/23

Charles Clayton	8 Cimarelli Dr
Melville Walsh	1 Horsehoe Bend
Antoinette Walsh	1 Horsehoe Bend
Flourence Busson	3 Horseshoe Bend
Cathrine Reed	7 Spring Rock
Mary DeGman	6 - Split Tree Dr.
Brenda Lopez	5 Split Tree Dr
Joseph & Joseph	17 Split Tree Dr
John Cavelli	29 Spring Rock Rd.
Dakota Brown	9 Stone Ledge Lane
Luzanne Dames	14 Horseshoe Bend
Max C. Brilleme	2 Spring Rock Rd.
Wynne Dickhouse	2 Spring Rock Rd.
Elizabeth Fanning	5 Hobnail Court.
Muriel Sartain	68 Hudson Dr
Paul M. Brown (Bus.)	410 Blooming Grove Trpk.
Mrs Grace Panella	410 Blooming Grove Trpk
Mary Ann Costa	90 West Street
Nicholas A. Spans	33 Hudson Dr N.W.
Bernice Fragg	34 Hudson Dr. N.W.
Joy Jones	RT 94 N.W. 14550m
Ed Marsden	15 Heathstone Way
George Cohen	11 " "
Carolina Van Emmergh	13 " "
Eric Van Emmergh	13 " "
Michael J. Dun	1 Stone Ledge LA. N.W.

Roller Circle Hearings 1/23

Charles Clayton	8 Cimarelli Dr
Melville Wall	1 Kowalee Bend
Antoinette Wall	1 Kowalee Bend
Storance Benson	3 Horseshoe Bend
Cathrine Reed	7 Spring Rock
Mary Reitman	6 - Split Tree Dr.
Brenda Lopez	5 Split Tree Dr
Joseph & Joseph	17 Split Tree Dr
John Cavelli	29 Spring Rock Rd.
Barbra Brown	9 Stone Ledge Lane
Suzanne Davies	14 Horseshoe Bend
May G. Brillman	2 Spring Rock Rd.
Maya Dickerson	2 Spring Rock Rd.
Elizabeth Fanning	5 Kobral Court.
Miguel Sartore	68 Hudson Dr.
Paul M. Brown (Bus.)	410 Blooming Grove Trpk.
Mrs Grace Panella	410 Blooming Grove Trpk
Mary Ann Costa	90 West Street
Nicholas A. Spano	33 Hudson Dr. N.W.
Bernice Fragg	34 Hudson Dr. N.W.
Joy Jones	RT 94 N.W. Windsor
Ed Marsden	15 Heathstone Way
George Cohen	11 " "
Leahua Van Lemburgh	13 " "
Eme Van Emborgh	13 " "
Michael J. Dun	1 Stone Ledge Ln. N.W.
Robert F. Kocher	5 Locust Avenue (N.W. Fire Inspector)
Rafael J. Bary	Youth Office TN / New Windsor PD
Lorraine Kochberg	226 Leslie Ave.
Ken Shouby	" " "
Daniel Jenke	230 Leslie Avenue

Louis Auldeya	8 Hillview Pl.
Claine Auldeya	8 Lillian Place.
Cheryl Sivata	50 Continental Dr.
Lisa Sivata	50 Continental Dr.
Rita Mulheary	8 Spring Rock Rd
Janet Simmons	4 Harth Drive
Jack Simmons	4 Harth Dr.
Janet S. Wilson	67 Birchwood Dr.
Beck M. Green	7 Regimental Place
Gary A. Scalzo	2 Hilltop Drive
Robert Plumstead	6 Dowd Drive
May Frank	421 Philo St.
Cawlyn Edge	9 Horseshoe Bend N.W.
Cathy Nackerio	11 Horseshoe Bend. N.W.
Marilyn Scalzo	2 Hilltop Dr.

8:00 pm.

10/23/78 - Public Hearing Howard County New Windsor Assoc.

Name:

Address:

J. Lin

SYCAMORE GDS.

John Detong

SYCAMORE GDS

R. Detong

Sycamore Gardens

M. Murphy

Lucasville Adams

The Rev. Lawrence Webb - Ridgecrest Baptist Church

525 Blooming Grove Tpk

Peter J. Vonn

17 Sycamore Gardens

William Weiler

SYCAMORE GARDENS

Anne Wilson

22 St. Anne Drive

Joyce Wotton

15 St. Anne Drive

Patricia Hovey

16 St. Anne Drive

Marlene Koslan

10 Horseshoe Bend

SPENCER L. KOSLAN

10 HORSESHOE BEND

Edna Weirheim

8 Horseshoe Bend

Bruce Weirheim

8 Horseshoe Bend

Mary Cassidy

R.D. 2 Mt. Airy Rd.

John E. Fassick

" "

Jack D'Angelo

8 Split Tree Dr.

Mark Jewell

30 Hart Ave Jokers.

DICK BUTLER

6 Chimney Corner

ARTHUR S. ROLLER

15 CONTINENTAL DRIVE

Coile & Howey

easy slide Park Park

Margaret Schibhoff

Baldwin Place, N.Y.

Maryann Turner

Canaan, N.Y.

8:00 pm.

10/23/78 - Public Hearing - Howard Lowry / New Windsor Assoc.

Name:	Address:
J. Lin	Sycamore Gds.
John Detora	SYCAMORE Gds
R. Detora	Sycamore Gardens
M. Murphy	Suamico Gardens
Rev Lawrence Webb	Ridgecrest Baptist Church 525 Blooming Grove Tpk
PETER J. VOHN	17 Sycamore Gardens
WILLIAM WEILER	SYCAMORE GARDENS
Anne Wilson	22 St. Anne Drive
Joyce Wotton	15 St. Anne Drive
Patricia Hovey	16 St. Anne Drive
Marlene Koslan	10 Horseshoe Bend
SPENCER L. KOSLAN	10 HORSE SHOE BEND
Edna Weirheim	8 Horseshoe Bend
Arday Weirheim	8 Horseshoe Bend
Mary Cassidy	R.D. 2 Mt. Airy Rd.
John E. Fassick	"
Jack D'Angelo	8 Split Tree Dr.
Frank Sawvel	30 Hart Ave Jokers.
Dick Butler	6 Chimney Corner
Arthur S. Roller	15 CONTINENTAL DRIVE
Carl Kowly	Easy Slide Park Park
Margaret Schibhoff	Baldwin Place, N.Y.
Margie Turner	Cassara Ln.
Marion Fairbanks	Cassara Lane
Theresa Sheley	Bultrawood Drive
Lynn J. Williams	Jefferson, N.Y.
Douglas Kubow	Johntown Jokers N.Y.
John Dalton	Easy Slide Park Park

10/23/78 - Public Hearing - 8:15 p.m.
Safety Mini Warehouses Inc.
L&L Associates

<u>Name:</u>	<u>Address:</u>
Howard Lowy	Corporation N.Y. 10519
Charles [unclear]	8 Cornwell Drive
Mrs J Clayton	5 Horseshoe Bend
Michelle Wall	1 Horseshoe Bend
Antoinette Wall	1 Horseshoe Bend
Howard [unclear]	3 Horseshoe Bend
Catherine [unclear]	

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
HOWARD COLLETT, BLDG./ZONING INSPECTOR

FROM: SECRETARY - ZONING BOARD OF APPEALS

SUBJECT: PUBLIC HEARINGS - OCTOBER 23, 1978
(1) LOWY/NEW WINDSOR ASSOCIATES
(2) SAFEKEY MINI-WAREHOUSES INC. and
LBL ASSOCIATES

DATE: October 25, 1978

Kindly be advised that the applications for use variances of LOWY/NEW WINDSOR ASSOCIATES and SAFEKEY MINI-WAREHOUSES INC. and LBL ASSOCIATES were granted by the New Windsor Zoning Board of Appeals at its regular meeting held on Monday evening, October 23, 1978.

Pat

/pd

OCT 23 1978

October 23, 1978

New Windsor Zoning Board
Union Avenue
New Windsor, N. Y. 12550

Dear Members:

We cannot attend this meeting personally, but we do want to express our concern regarding the zoning variance request for a roller skating rink in our neighborhood.

In the past, this zoning board acted all too quickly to approve of variances in our neighborhood. In 1975, you approved a zoning variance for an automobile repair shop in the corner of Rt. 94 and Hearthstone Way; and that station has been in violation of any guidelines set down at that time. Hearthstone Way is being used as a test strip for "repaired" cars and motorcycles by that repair shop.

Another violation of our area's zoning law is the fifteen car parking lot on Heathstone for Dr. Grant's office. Between the doctor's office and the gas station, the excessive number of cars parked on Hearthstone Way make that street impassable in the winter when snow narrows the road.

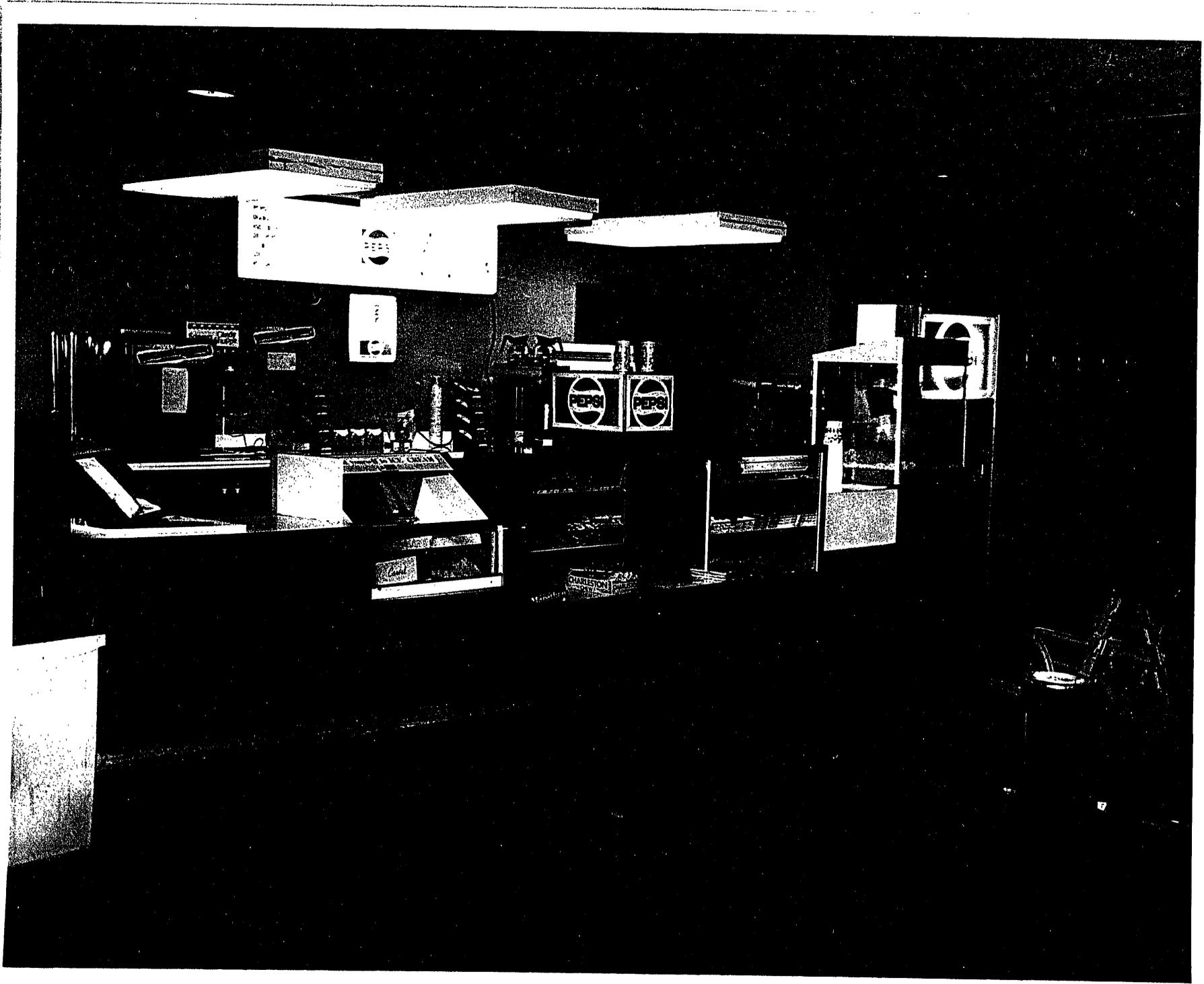
And now, you are being asked to approve a zoning variance for a roller skating rink in our area. We say NO! It will bring excessive noise and traffic to our neighborhood. There is all ready enough property damage being done now; we don't need an added potential for destroying what is left of our residential area.

Please do not approve of this zoning variance.

Yours truly,

Robert Striano
Robert Striano

Mr. and Mrs. Robert Striano
2 Hobnail Court
New Windsor, N. Y. 12550



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100-100-100
100-100-100

100-100-100
100-100-100
100-100-100

DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

127B-5

127B-5

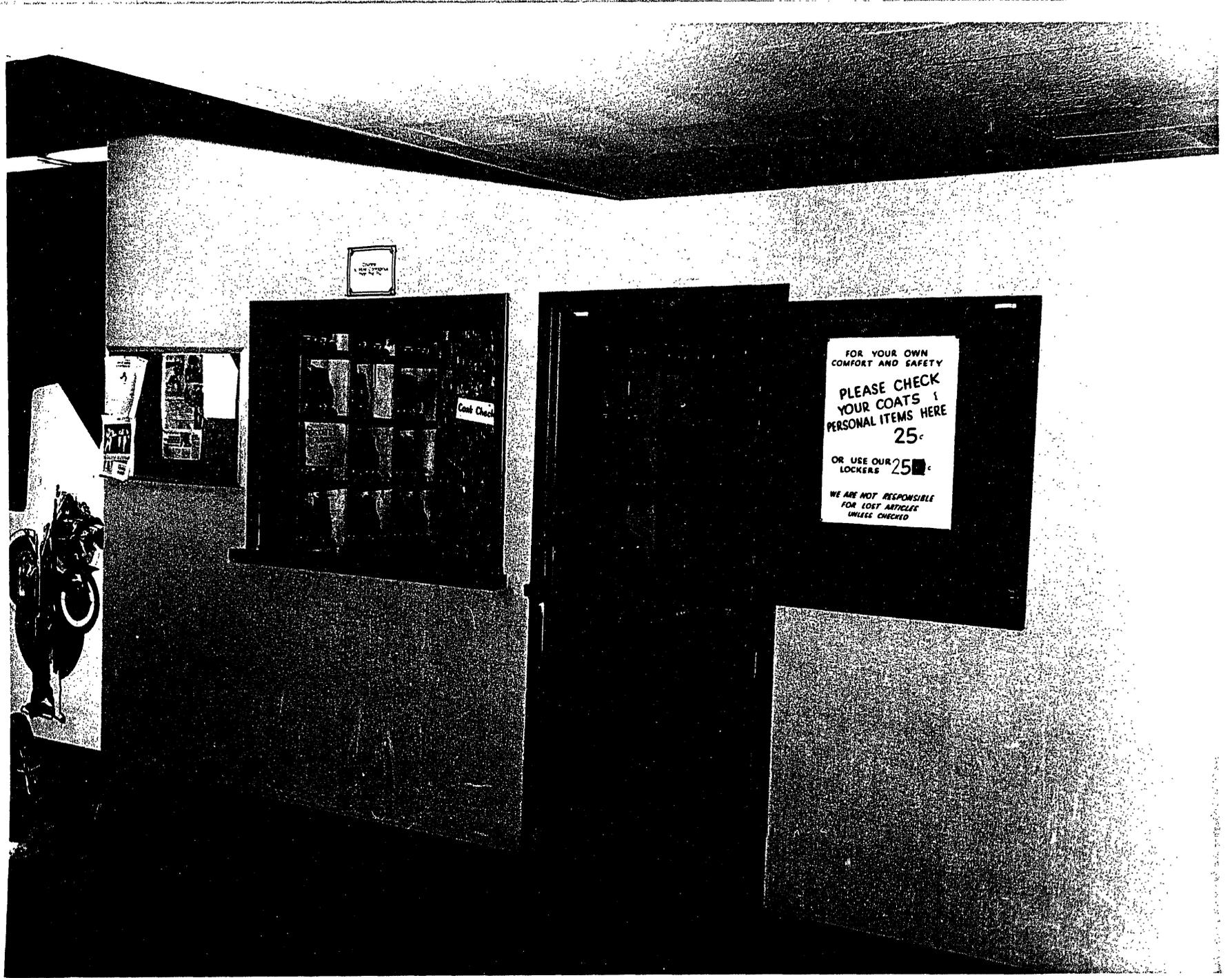
127B-5

127B-5

DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

127B-9

604



FOR YOUR OWN
COMFORT AND SAFETY
PLEASE CHECK
YOUR COATS &
PERSONAL ITEMS HERE
25¢
OR USE OUR LOCKERS 25¢
WE ARE NOT RESPONSIBLE
FOR LOST ARTICLES
UNLESS CHECKED

Coat Check

DAVE'S STUDIO
ROUTE 118
BALDWIN PLACE, N. Y. 10305

DAVE'S STUDIO

DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10305

127B-8

8



DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y 10505

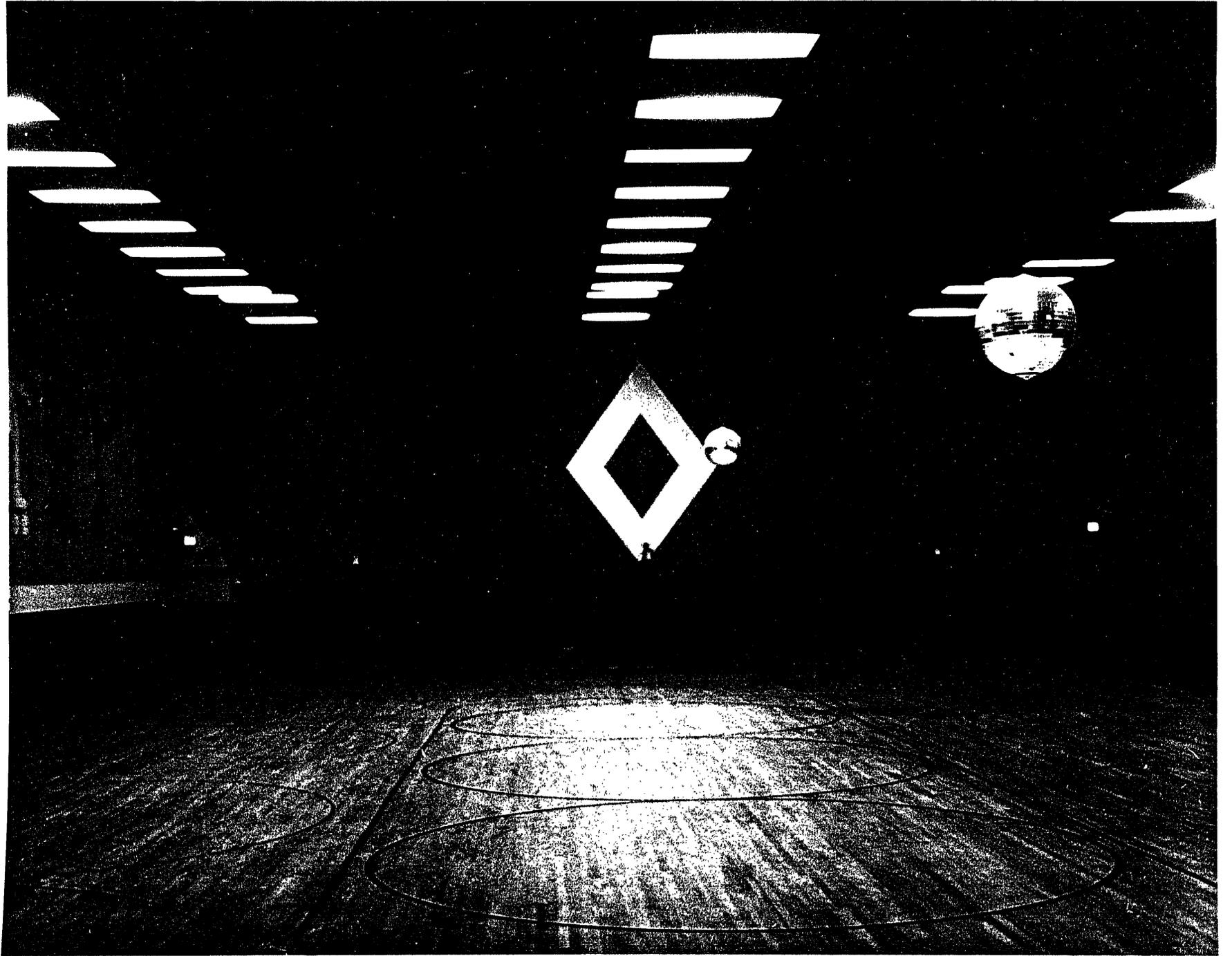
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DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLATE N.Y. 11516

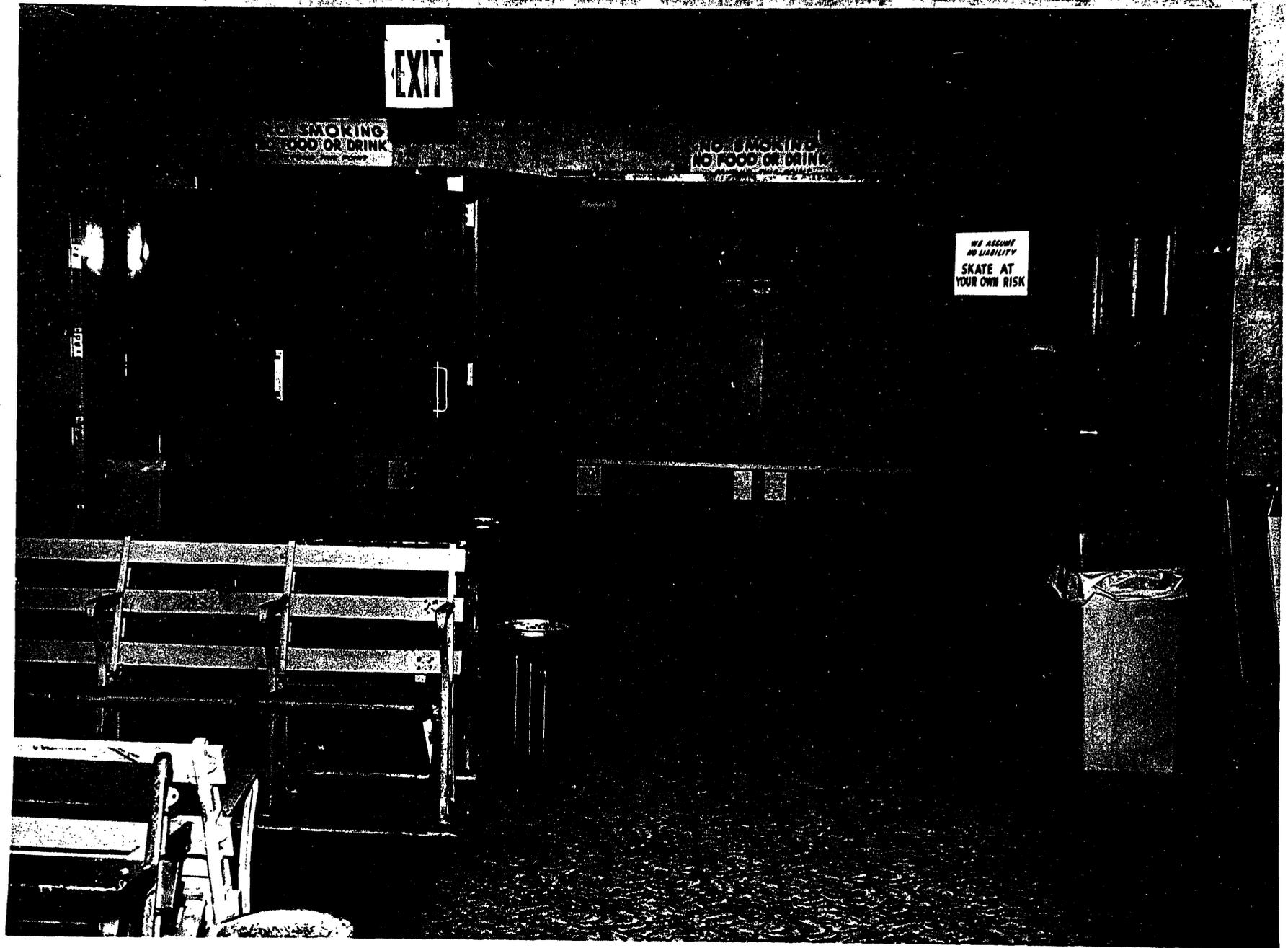
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DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

127B-3

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EXIT

NO SMOKING
NO FOOD OR DRINK

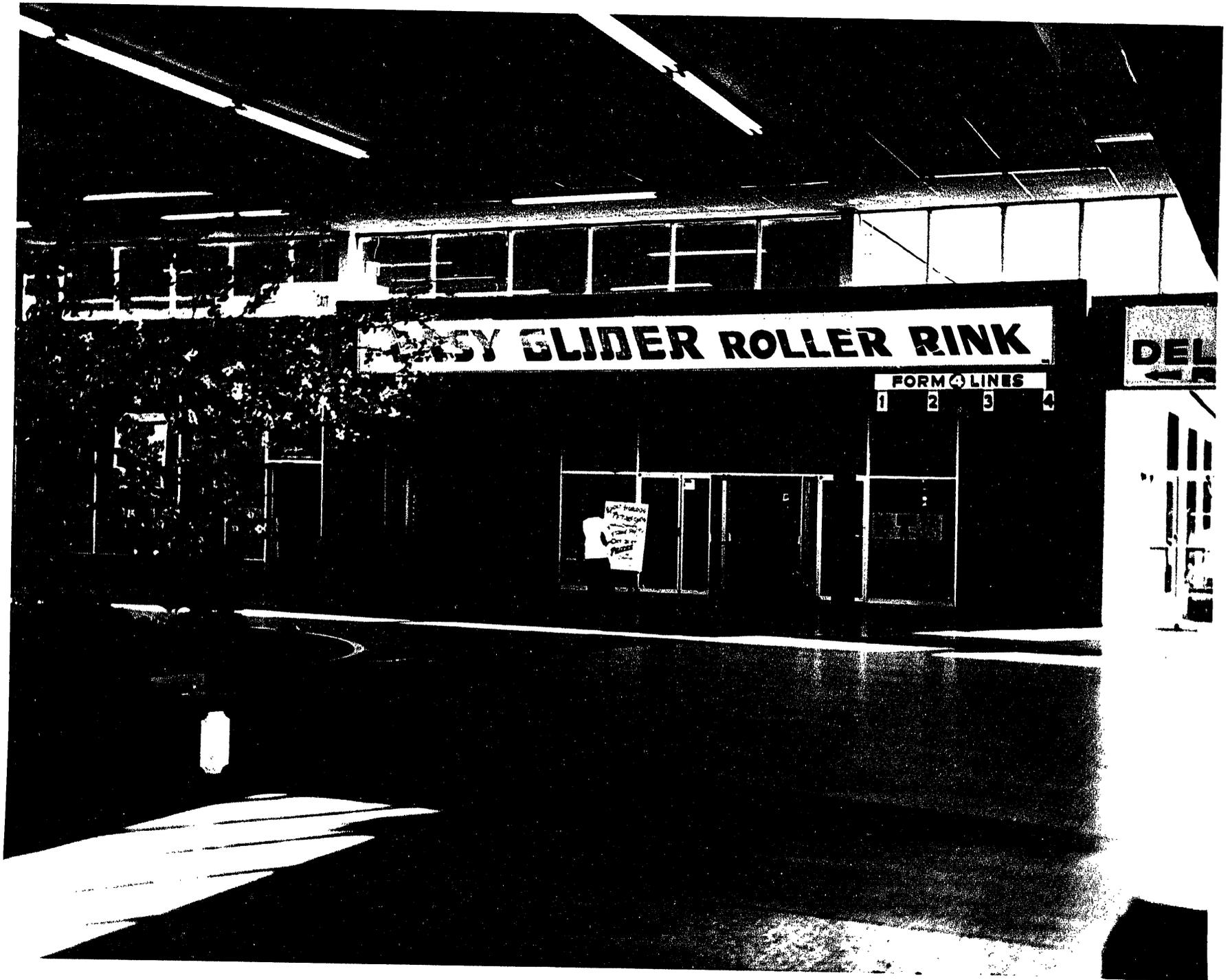
NO SMOKING
NO FOOD OR DRINK

WE ASSUME
NO LIABILITY
SKATE AT
YOUR OWN RISK

DAVE'S STUDIO
ROUTE 118 P.O. BOX 43
BALDWIN PLACE, N.Y. 11505

127B-7

624



LISY GLIDER ROLLER RINK

FORM LINES
1 2 3 4

DEL

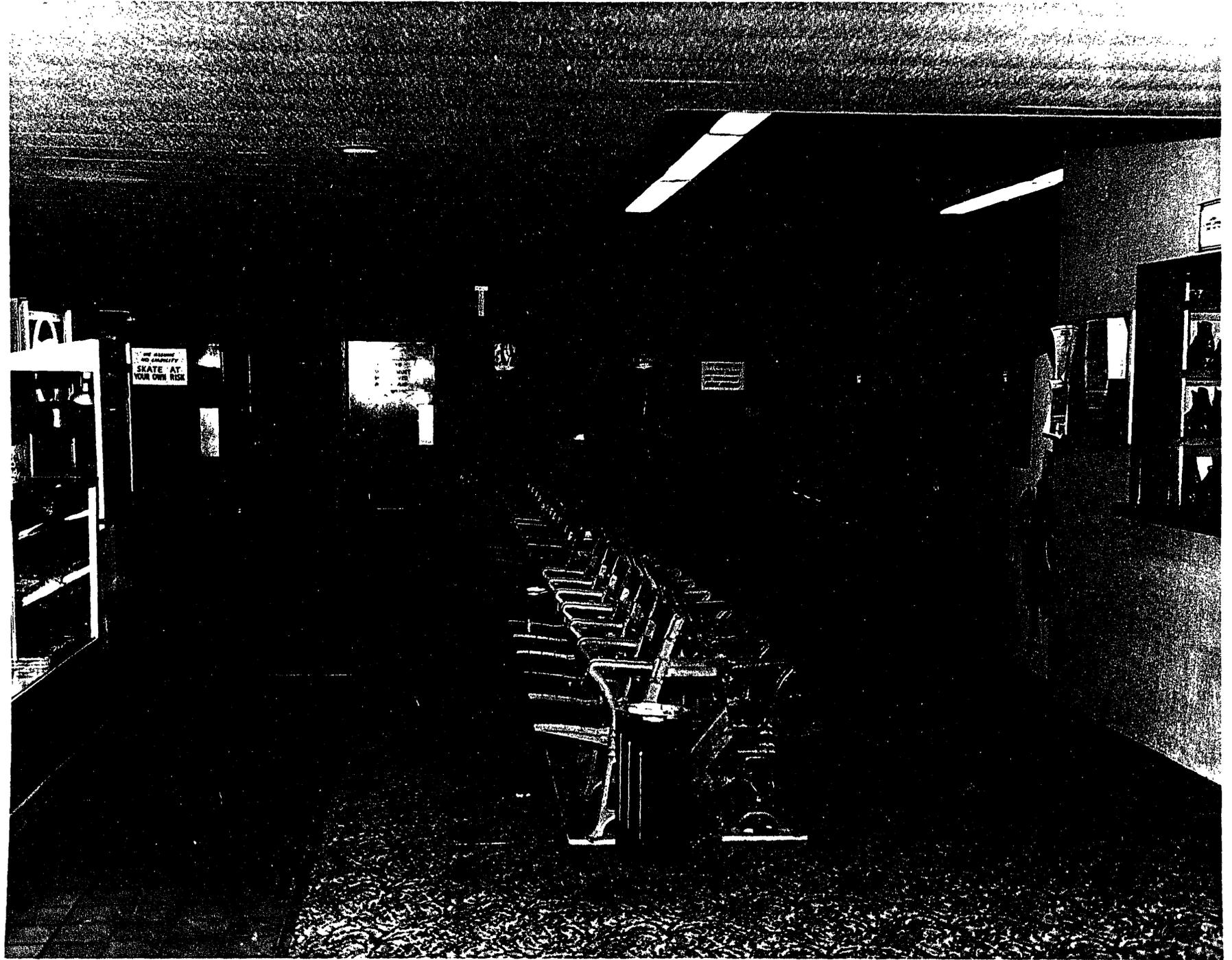
NOT A PHOTO

DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

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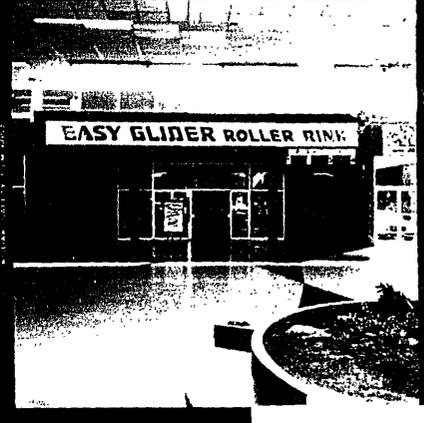
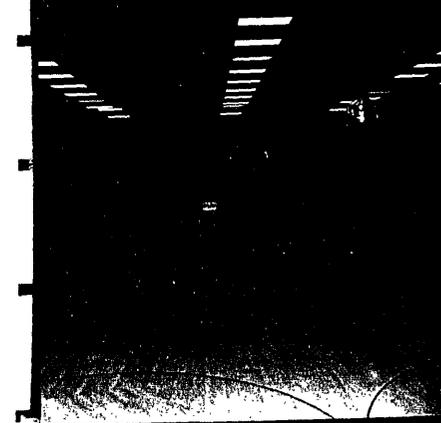
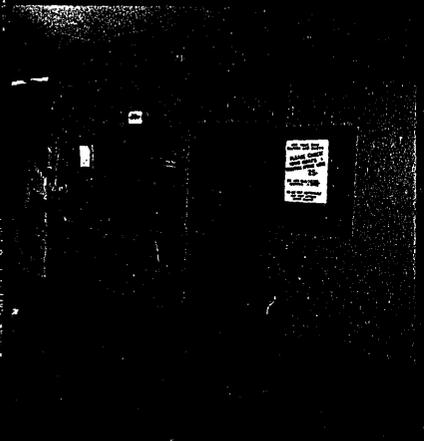
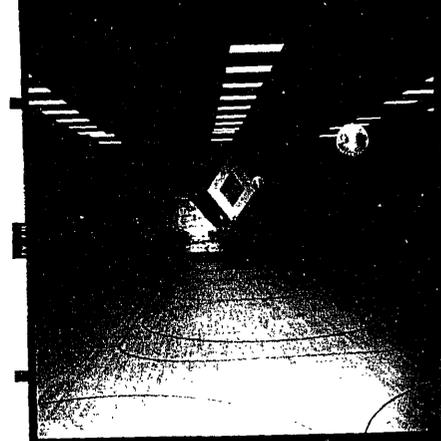
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DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

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DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

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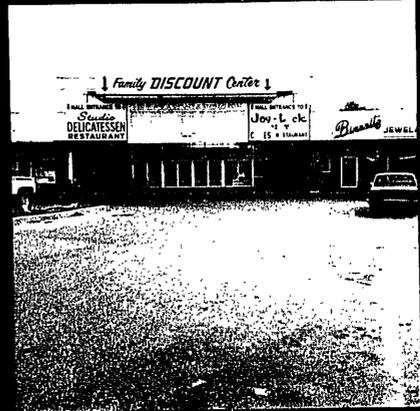
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DAVE'S STUDIO
ROUTE 118 P.O. BOX 40
BALDWIN PLACE, N. Y. 10505

1A

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

LAW OFFICES

Daniel J. Bloom
Peter F. Bloom

October 13, 1978

ROUTE 94 POST OFFICE BOX 477
(AT THE PROFESSIONAL CIRCLE)
VAILS GATE, NEW YORK 12584

TELEPHONE (914) 561-6920

RE: Application of New Windsor Associates and Howard Lowy
For a Variance to Operate a Roller Skating Rink
(Our File No. R-1087)

Dear Property Owners:

Pursuant to statutory regulations and relevant Zoning Ordinances of the Town of New Windsor, we enclose herewith a copy of the Public Notice of Hearing before the Zoning Board of Appeals of the Town of New Windsor, to be held in the above matter at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, on October 23, 1978, at 8:00 p.m., at which time our clients, New Windsor Associates and Howard Lowy will request a variance to conduct a roller skating rink on the premises presently owned by them and more particularly described in the Notice enclosed herewith.

While your presence is not mandated at the aforesaid meeting, you should feel perfectly free to attend and express your personal feelings concerning the same and raise any questions that you may have in the premises.

Thank you.

Very truly yours,



DANIEL J. BLOOM

DJB/cal
Enc.



1768

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

95 on list

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

- ✓ Cornell Homes Inc.
Box 1021
Newburgh, N.Y., 12550
- ✓ Kopman, Robert L.
534 Blooming Grove Tpke.
New Windsor, New York 12550
- ✓ Feinman, Rita
532 Blooming Grove Tpke.
New Windsor, N. Y. 12550
- ✓ Bloom, Peter & Daniel J.
P. O. Box 477
Vails Gate, N. Y. 12584
- ✓ Bradley, Terrence E. & Mary
543-545 Blooming Grove Tpke.
New Windsor, N. Y. 12550
- ✓ New Windsor Association
244 West Passaic Street
Rochelle Park, N. J. 07662
- ✓ Kartiganer, Herbert L.
& Marjorie N.
557 Rt. 94
New Windsor, N.Y. 12550
- ✓ Latorre, Augusto & Gloria
537 Blooming Grove Tpke.
New Windsor, N.Y. 12550
- ✓ Brophy, Ronald A.
& Jo Ann Sylvester
533 Blooming Grove Tpke.
New Windsor, N.Y. 12550
- ✓ Ridgecrest Baptist Church
P.O. Box 70
New Windsor, N.Y. 12550
- ✓ Rains, Julia L. & Kenneth M. Sr.
2 Stoneledge Lane,
New Windsor, N.Y. 12550
- ✓ Selvaggio, Stephen & Raquel B.
4 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Pavelka, Anthony A. Sr. & Katherine
S. & Stein, Josephine
6 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Beaudin, Lawrence & Katherine
8 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Brown, Fred E. & Barbara C.
9 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Roach, Paul E. & Hisako
7 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Santacroce, James J. & Beverly Ann
5 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Kundin, Robert & Sheila C.
3 Stoneledge Lane
New Windsor, N.Y. 12550



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

- ✓ Dunn, Michael J. Jr. & Frances D. 1 Stoneledge Lane
New Windsor, N.Y. 12550
- ✓ Levinson, Brenda L. & Lopez, Brenda L.
5 Split Tree Drive
New Windsor, N.Y. 12550
- ✓ Dodd, Darwood W. & Lois G.
3 Split Tree Drive
New Windsor, N.Y.
- ✓ McCue, Leonard & Mary Grace
1 Split Tree Drive
New Windsor, N.Y. 12550
- ✓ Moore, William H. & Betty B.
13 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Freer, Judith
11 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Seginak, Stephen & Irene
6 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Weinheim, Sidney & Edna
8 Horse Shoe Bend
New Windsor, N.Y. 12550
- Koslan, Spencer & Marlene
10 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Barone, Richard A. & Patricia
12 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Dawes, Louis I. & Suzanne A.
14 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Davis, Henry L. & Agnes B.
15 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Armston, Gregory G. & Linda S.
13 Horseshoe Bend
New Windsor, N.Y. 12550
- ✓ Naclerio, Francis S. & Catherine
11 Horseshoe Bend
New Windsor, N.Y. 12550
- ✓ Edge, John C. & Carolyn E.
9 Horseshoe Bend
New Windsor, N.Y. 12550
- ✓ Scalli, Thomas A. & Peggy
7 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Clayton, Charles D. & Mary E.
8 Cimorelli Dr.
New Windsor, N.Y. 12550
- ✓ Benson, Richard E. & Florence D.
13 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Walsh, Melville & Antoinette
1 Horse Shoe Bend
New Windsor, N.Y. 12550
- ✓ Rood, Catherine
7 Spring Rock Rd.
New Windsor, N.Y. 12550



1768

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

- ✓ Botland, Michael & Adele F.
17 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Marsden, Theodore & Peggy
15 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Van Amburgh, Enos W. Jr. & Isabella
13 hearthstone Way
New Windsor, N.Y. 12550
- ✓ Cohen, George N.
11 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Szmidt, Floyd & Susan
9 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Striano, Robert A. & Carol M.
2 Hobnail Ct.
New Windsor, N.Y. 12550
- ✓ French, Ray L. & Hazel
4 Hobnail Ct.
New Windsor, N.Y. 12550
- ✓ Fanning, Elizabeth M.
Hobnail Ct.
New Windsor, N.Y. 12550
- ✓ Maloney, Francis X. Jr. & Desiree
3 Hobnail Ct.
New Windsor, N.Y. 12550
- ✓ Heitler, Edward & Ruth C.
1 Hobnail Ct.
New Windsor, N.Y. 12550
- ✓ Hartmann, Wilbur J. & Lilane
3 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Grant, Dr. Martin B. & Laucella
Anthony A.
418 Blooming Grove Tpke.
New Windsor, N.Y. 12550
- ✓ Reich, Theodore H. & Eleanor
4 Split Tree Drive
New Windsor, N.Y. 12550
- ✓ Dickman, William H. & Mary Ann
6 Split Tree Drive
New Windsor, N.Y. 12550
- ✓ Seriello, Frank J. & Geraldine
17 St. Anne Drive
New Windsor, N.Y. 12550
- ✓ Wotton, Joyce
15 St. Anne Drive
New Windsor, N.Y. 12550
- ✓ Stevens, William F. & Sylvia
13 St. Anne Drive
New Windsor, N.Y. 12550
- ✓ Marino, Leonard & Otilie
4740 N. W. 20th Street
Lauderhill, Fla. 33313
- ✓ Simoni, Mario
9 St. Anne Dr.
New Windsor, N.Y. 12550
- ✓ Littler, Stephen
7 St. Anne Dr.
New Windsor, N.Y. 12550

201



1768

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

- ✓ Wickline, Danton & Bonita M.
5 St. Anne Dr.
New Windsor, N.Y. 12550
- ✓ Wright, James C. & Doralies
3 St. Anne Dr.
New Windsor, N.Y. 12550
- ✓ Murray, George C. & Margaret E.
1 St. Anne Dr.
New Windsor, N.Y. 12550
- ✓ Brady, Robert J. & Alice E.
402 & 404 Blooming Grove Tpke.
New Windsor, N.Y. 12550
- ✓ Panella, Emilio & Grace
410 Blooming Grove Tpke.
New Windsor, N.Y. 12550
- ✓ Kennon, Robert H. & Richard
Chips Automotive & Westchester
Hudson Fuel
60 Alexander St.
Yonkers, N.Y. 10701
- ✓ Panella, Emilio
182 Grand St.
Newburgh, N.Y. 12550
- ✓ Dineen, Joseph E. & Linda A.
4 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Lorenzen, Margaret A.
6 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Coughlan, John B. & Yvonne
8 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Schwartz, Frank & Anita
10 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Aimone, Barbara A.
12 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Poole, Vincent L. & Sonia
14 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Crose, Willard W. & Juliana
16 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Pointer, Samuel F. & Pearl H.
18 Hearthstone Way
New Windsor, N.Y. 12550
- ✓ Brickhouse, Mary
2 Spring Rock Road
New Windsor, N.Y. 12550
- ✓ Ferrino, Rose
4 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Thompson, Charles E. & Arlene
6 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Mulleavy, John M. & Rita M.
8 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Ponesse, Louis J. & Mercedes A.
10 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Tobin, Margaret
12 Spring Rock Rd.
New Windsor, N.Y. 12550
- ✓ Gagliardi, Anthony & Patricia
2 Chimney Corner
New Windsor, N.Y. 12550



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

- ✓ Sycamore Associates
Rte. 94
New Windsor, N.Y. 12550
- ✓ EPG Realty Corp.
13 Garden Dr.
Monticello, N.Y. 12701
- ✓ VSH Realty Inc.
777 Dedham St.
Canton, Mass. 02021
- ✓ Mastro, Pietro Stephen
581 Floyd St.
Englewood Cliffs, N.J. 07632
- ✓ Krom, George R. Jr. & Donald T.
% Windsor Building Supplies Co.
P.O. Box 27
Newburgh, NY 12550

Very truly yours,

PAULA KING
Sole Assessor
Town of New Windsor

DELIVERED BY HAND

LAW OFFICES

Daniel J. Bloom
Peter F. Bloom

October 17, 1978

ROUTE 94 POST OFFICE BOX 477
(AT THE PROFESSIONAL CIRCLE)
VAILS GATE, NEW YORK 12584

TELEPHONE (914) 561-6920

Mrs. Patricia Razansky, Secretary
New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

RE: New Windsor Associates with Howard Lowy
Our File No. R-1087
Appeal No. 78-27

OCT 19 1978

Dear Mrs. Razansky:

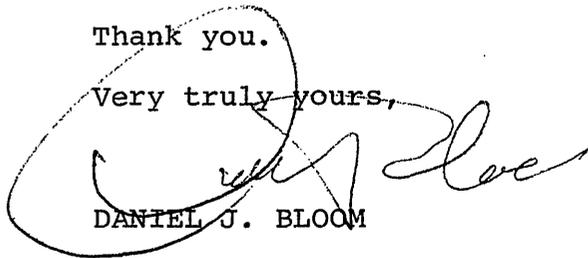
I present herewith by hand three fully executed Applications for Variance in the above matter duly acknowledged on October 13, 1978, together with our check No. 9004-(34) in the amount of \$50.00 payable to the order of the Town of New Windsor to cover the subject application fee.

I also enclose herewith Public Notice of Hearing and Assessor's List of Surrounding Property Owners.

It is my understanding that this matter will be heard before a public meeting of the Zoning Board of Appeals at the New Windsor Town Hall on October 23, 1978, at 8:00 p.m.

Thank you.

Very truly yours,



DANIEL J. BLOOM

DJB/cal
Enc.

cc: Mr. Howard Lowy
Box 51
Crompond, New York 10517

Mr. Joel Shaw
c/o Planning Department
County Government Center
Goshen, New York 10924

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x
In the Matter of the Application of
HOWARD LOWY and NEW WINDSOR ASSOCIATES
Application #78-27.

DECISION GRANTING
USE VARIANCE

-----x
WHEREAS, HOWARD LOWY of Crompond, New York and NEW WINDSOR ASSOCIATES, a corporation having an office at 244 West Passaic Street, Rochelle Park, New Jersey, have made application for a use variance to permit a roller skating rink in a Neighborhood Commercial (NC) zone, i.e. Route 94, in the Town of New Windsor; and

WHEREAS, a public hearing was held on the 23rd day of October, 1978 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant, LOWY, was represented by Daniel J. Bloom, Esq. of Bloom & Bloom, P. O. Box 477, Vails Gate, New York, 12584; and the applicant, NEW WINDSOR ASSOCIATES, was represented by Stuart O. Goldsmith of 244 West Passaic Street, Rochelle Park, New Jersey; and

WHEREAS, the application was opposed by approximately 3 persons who attended the public hearing.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

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

2. The evidence shows that the owner has attempted to sell or lease the property, formerly a supermarket, for a number of years and that due to the marketing conditions in the area, he is unable to sell or lease the property as a supermarket, or for any other permissible use; and with the restrictions which are a part of this decision, there will be no appreciable adverse impact on the residential dwellings in the area.

3. The evidence shows that the neighborhood is primarily commercial in character with many retail food stores, a dry-cleaning establishment, a post office, and gasoline stations in the immediate area.

4. There was sufficient evidence to show that the plight of the applicant was due to unique circumstances and not to general condition suffered by other persons within the zone.

WHEREAS, the Zoning Board of Appeals of the Town of New Winds makes the following findings of law in this matter:

1. The land will not yield a reasonable return as it is presently zoned.

2. The hardship of the applicant has been shown to be due to unique circumstances and not general conditions.

3. The application does not alter the essential character of the neighborhood.

4. The application before the board does not rewrite the Zoning Law.

5. The evidence shows that this is not a self-created hardship.

NOW, THEREFORE, BE IT, RESOLVED that the Zoning Board of Appeals of the Town of New Windsor grant the use variance as applied for by HOWARD LOWY and NEW WINDSOR ASSOCIATES with the following restrictions:

1. Fence to be provided around three sides of the property in question;

2. Security Guard to be on duty until 7 a.m.;

3. Resurfacing of parking lot, removal of all weeds;

4. New roof to be added when weather permitted;

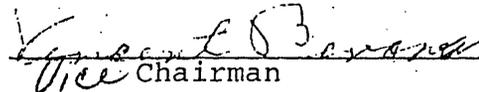
5. Drainage system to be cleaned out and corrected;
6. Entrance and exits to be clearly marked and designated;

and

7. Shadow lights to be placed on the back walls of the building. And that all of the above contingencies are deemed to be continuing contingencies in nature and the variance is expressly conditioned upon adherence to these conditions. And further, in the event that the applicant is failing to adhere to any of the conditions, the variance shall become void.

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 attorney for the applicant.

Dated: January ²⁷ 8, 1979.


Vice Chairman

178-27

3

7:30 p.m. -

ZBA Agenda -
Prelim. Meeting.

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. Date SEPT 20, 1978.

To WINDSOR ASSOCIATES & HOWARD LOWY (914) 628-2111.
WEST PASSAIC ST
ROCHELLE PARK RELLE PARK N.J. 07662

PLEASE TAKE NOTICE that your application dated SEPT 20, 1978
for permit to ALTER FORMER SUPER MARKET (LUEO)
at the premises located at ROUTE 94 -

is returned herewith and disapproved on the following grounds:

ROLLER RINK NOT PERMITTED IN NC ZONE

Section 48-9 -

Table of Use
Regulations
Col. A -

Howard R. Calvert
Building Inspector

