

ZB# 91-25

Jeffery Stent

13-10-1

Prelim.

91-26 - Stent, Jeffrey

~~July 8, 1991~~
July 22, 1991

561-5492

Tabled to view site
& ap. to reorganize
prop. ZBA has no
jurisdiction over
property encroachment
(deck & fence).

Second Prelim.

Dec. 9, 1991.

Motion to Sched. P.H.

- ① Need to know % of Ad. -
Need Dev. Coverage ahead
of time before
hearing
- ② Deed
- ③ Title Policy
- ④ Photos.

Deposit - \$200.00 + \$50.00
& check - Collect at
time of Ap.
filing!

(waiting for list to add
date to notice & mail.)

Public Hearing.

Apr. 13, 1992

(CCPD not involved)

Must have

Rec'd. Deed
4/14/92 } Title Policy &
Photos

Qua Variances

Granted 4/13/92

(Applicant owes \$13.00 pd.
before T.D. is handed out
6/24/92.

~~Add T.D. &
Attys. fees~~

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

12712

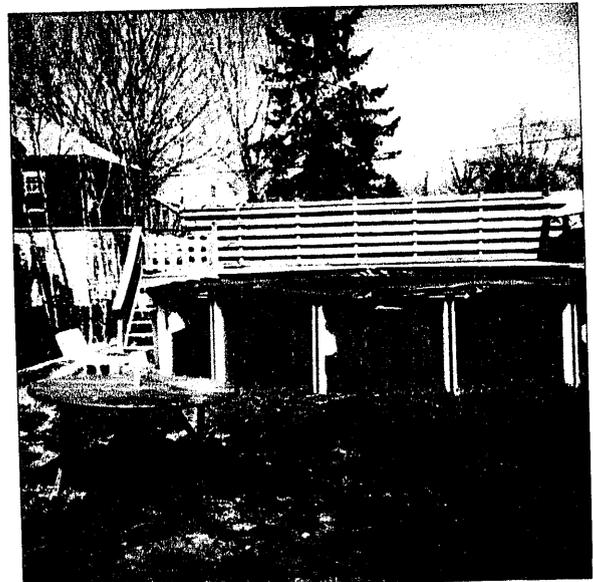
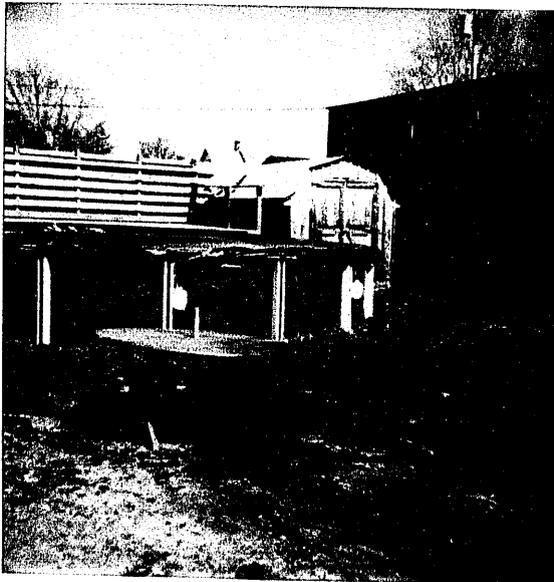
Received of Jeffrey A. Stork June 24 1992
Fifty and \$ 50.00
ZBA #91-25 00 DOLLARS
100

DISTRIBUTION:

FUND	COPY	AMOUNT
CR 1877	1	50.00

By Pauline M. Townsend
Town Clerk
Title

* WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564



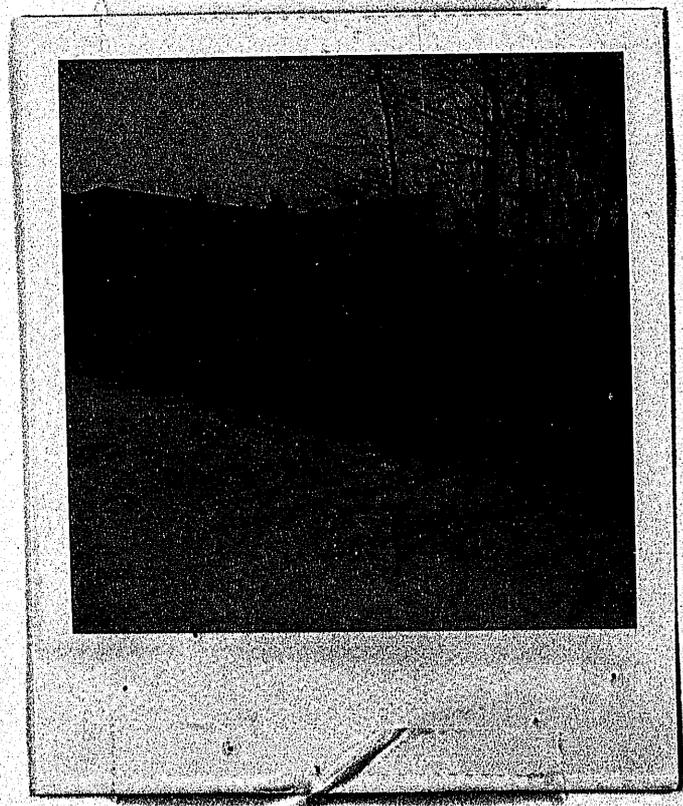
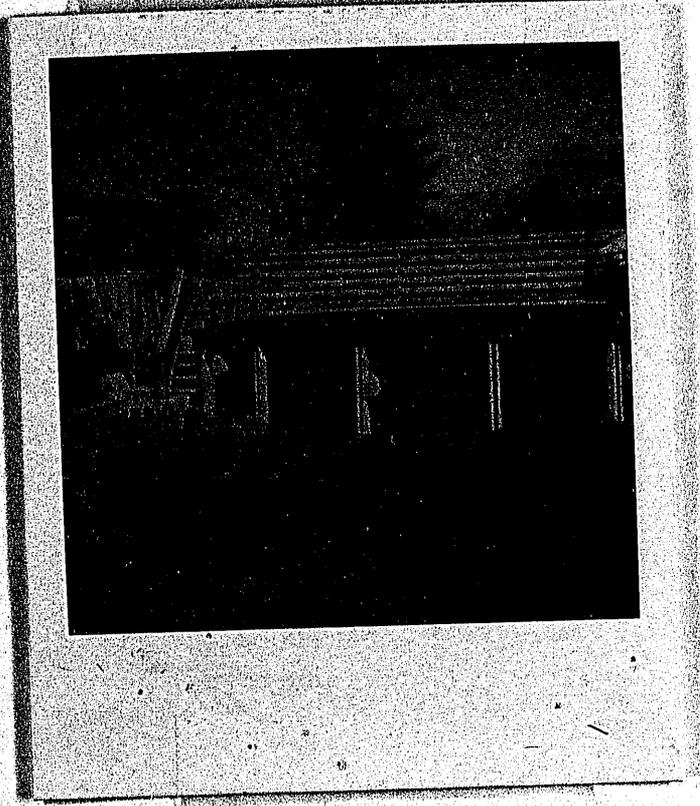
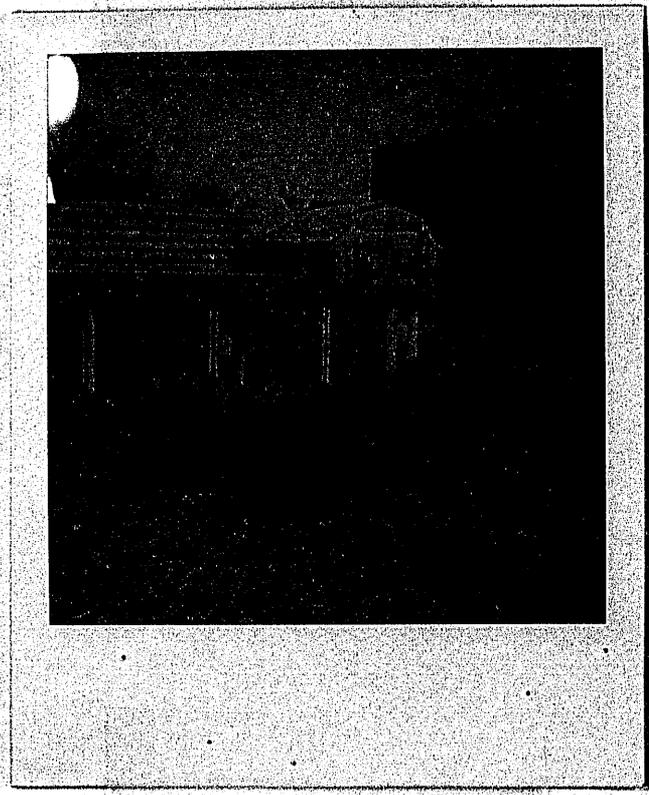
Form *100*

DISTRIBUTION:

FUND	COUNT	AMOUNT
<i>CR 1877</i>	<i>1</i>	<i>50.00</i>

By *Pauline M. Townsend*
es

Town Clerk
Title



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Jeffrey Skant

FILE # 91-25

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 pd.

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 paid

#1077.
#1078

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 12/9/92 - 7 pages \$ 31.50
 2ND PRELIM. MEETING - PER PAGE \$ _____
 3RD PRELIM. MEETING - PER PAGE \$ _____
4/13/92 PUBLIC HEARING - PER PAGE 7 pages \$ 31.50
 TOTAL \$ 63.00

ATTORNEY'S FEES:

PRELIM. MEETING- .4 HRS. \$ _____
 2ND PRELIM. .1 HRS. \$ _____
 3RD PRELIM P.H. .25 HRS. \$ _____
 FORMAL DECISION 1.00 HRS. \$ _____
 TOTAL HRS. 2 @ \$ 150.00 PER HR. \$ 300.-
 TOTAL \$ 300.00

MISC. CHARGES:

None \$ _____
 TOTAL \$ 363.00

LESS ESCROW DEPOSIT \$ 250.00
 (ADDL. CHARGES DUE) \$ 113.00
 REFUND TO APPLICANT DUE \$ _____

Note:
 Pls. note that
 July Prelim. is not included
 in above fees due to fact that
 change in fee law was not in
 effect at time. P

NEW WINDSOR ZONING BOARD OF APPEALS

(ZBA DISK#8-053085.FD)

-----X

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCES

JEFFREY STENT,

#91-25

-----X

WHEREAS, JEFFREY STENT, 15 Melrose Avenue, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for an 11 ft. 6 in. front yard and 9 ft. 6 in. rear yard variance in order to obtain a certificate of compliance for an existing pool, deck and shed on his property located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 13th day of April, 1992 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, JEFFREY STENT, appeared in behalf of himself and spoke in support of the application; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings 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 shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to front and rear yard in order to obtain a certificate of compliance for an existing pool, deck and shed at his residence in an R-4 zone.

3. The evidence presented by applicant substantiated the fact that a variance for less than the allowable front and rear yard would be required in order to allow the existing structures which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that the parcel is on a corner lot and falls into the category of having two front yards required pursuant to the requirements of the Zoning Local Law, Section 48-14B(2). Applicant fails to meet the requirements of Section 48-21G(1) which provides that a

pool shall not be located in any required front yard and shall not be closer than 10 ft. to any property line. In addition, applicant also fails to meet the requirements of Section 48-14A(1)(b) which provides that accessory buildings (which include the applicant's pool, deck and shed) shall be set back 10 ft. from any lot line. Finally, applicant also fails to meet the requirements of Section 48-14A(4) which provides that no accessory building shall project nearer to the street on which the principal building fronts than such principal building.

5. The evidence presented by applicant indicated that at the time of the construction of the pool, deck and shed, applicant was ignorant of the fact that a building permit was necessary. Applicant commenced construction in the only practical location for the structures because if applicant were to add the structures in any other location, the rear windows of his residence would be blocked off and applicant would not be able to get out of the rear of the residential dwelling.

6. The evidence further presented by the applicant indicated that the applicant's lot is relatively small, being only 60 ft. by 150 ft. In addition, the fact that it is a corner lot requires that it meet the bulk requirements for two front yards. The house itself is set back only 12 ft. from the street line on one front yard. Consequently, the available yard space for accessory buildings, such as applicant's pool, deck and shed, is very limited. It appears that a variance would be required in order to locate the pool, deck and shed within any available yard space on this lot. The applicant indicated that many of his neighbors have located pools, decks and sheds on similar small lots.

7. The evidence presented on behalf of the applicant also indicated that he would suffer significant economic injury from the strict application of the bulk regulations to his lot because an addition which complies with the bulk regulations could not be constructed in the front, rear or side yards at all because the size of the parcel and the location of the house thereon makes this prohibitive.

8. Applicant stated that in 1987 he began construction and thought he had 14 ft. from the residential dwelling to the road. He proceeded with his construction within a fence which was constructed in 1979 but later found out that he only had 12 ft. Applicant stated that in order to have the structures fall within the bulk regulations in the R-4 zone, he would have to dismantle all of the structures and by so doing this he would suffer economically in the sum of approximately \$5,000.

9. It further appeared from the evidence presented by the applicant that he has done what he can to minimize his variance requests, although the bulk variances sought are substantial. Initially the deck and shed were located in such a way that they encroached on the public street and a neighboring property. The

applicant has agreed to relocate the shed and cut down a portion of the deck so that each now will be located 6 inches inside his property lines.

10. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variances.

11. The requested variances are not substantial in relation to the bulk regulations, but this Board has considered the variances requested in the light of the facts that the property is of a small size and is a corner lot which has two required front yards, and that the house itself is located only 12 ft. from the street line in one front yard. Consequently the variances requested have been considered in the light of conditions on the lot and in the neighborhood, in determining how substantial a variance is reasonable under the circumstances.

12. The requested variance will not result in substantial detriment to adjoining properties nor change the character of the neighborhood.

13. The requested variance will produce no effect on the population density or governmental facilities.

14. There is no other feasible method available to applicant which can produce the necessary results other than the variance procedure.

15. The interests of justice would be served by allowing the granting of the requested variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT an 11 ft. 6 in. front yard and 9 ft. 6 in. rear yard variances to allow an existing pool, deck and shed to remain on the above parcel 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: June 8, 1992.

Chairman



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TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

Date: June 22, 1992
FAX: 914-563-4693

Mr. Jeffrey Stent
15 Melrose Avenue
New Windsor, N. Y. 12553

RE: ZONING BOARD OF APPEALS - APPLICATION # 91-25

Dear ZBA Applicant:

After computation of the consulting fees that were posted with your application before the Zoning Board of Appeals, the Board found the following:

Additional fees are due and owing in the amount of \$113.00. (A copy of the computation list is attached).

*pd. cks
1184
6/24/92*

~~Refund due to overpayment of consultation fees.
Check in the amount of \$ _____ is enclosed.~~

If there is a balance due, a copy of your formal decision will not be sent to you until this amount is paid.

Please forward a check in the above amount and I will be happy to furnish an executed copy of the formal decision.

Very truly yours,

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pab

cc: Building Inspector Babcock
Attachment

(ZBA DISK#7-031292.FEE)

Date 4/27/92 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12550

TO Frances Roth 389 Moores Hill Rd DR.
..... New Windsor, NY 12553

DATE		CLAIMED	ALLOWED
4/13/92	Zoning Board Meeting	75 00	
	Misc - 2 pgs	9 00	
	Do Dominics - 7	31 50	
	Betts - 7	31 50	
	Stent - 7	31 50	
	Morin - 29	136 50	
	Dantas - 12	54 00	
		<hr/> 363 00	

STENT, JEFFREY

MR. FENWICK: This is request for 11 ft. 6 in. front yard and 9 ft. 6 in. rear yard variances to allow existing pool, deck and shed at 15 Melrose Avenue in an R-4 Zone. (13-10-1)

Mr. Jeffrey Stent came before the Board.

MR. FENWICK: Everything you went through before explaining why things are where they are you're going to have to do it again for the record. Do we have everything we requested?

MR. LUCIA: The one issue that was open was developmental coverage, you can speak to that. The area of the lot that's covered by--

MR. STENT: Other than grass, it's 28 percent. Well I'm just asking for a variance for a pool, a deck and a shed. All right, I don't have enough side yard and front yard and I want to build basically very close to the line. That's pretty much it as far as the area. You were talking it's 28 percent I had the surveyor check that out and you need 30.

MR. LUCIA: 30 percent is allowed.

MR. FENWICK: Have you corrected the problem with the deck.

MR. STENT: No, not until I get the approval here.

MR. LUCIA: So what you're saying is that you will shave the deck?

MR. STENT: I'm going to be six inches inside my line after this.

MR. LUCIA: Both the front yard and rear yard.

MR. STENT: And also the fence I'm moving.

MR. LUCIA: Just for the record so the board understands that the front yard Mr. Stent has two front yards, required is 12 feet and he proposes six inches, he's looking for a variance of 11 feet 6 inches and

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that's generated by pool and deck and rear yard required to have ten feet, he is going to have 6 inches generating a need for a variance of 9 feet 6 inches and rear yard variances that involves a variance from a number of other sections of the zoning law. First is 48-21G1 which provides there should be no pool in the front or the side yard and that it should be no closer than ten feet to the property line. Proposal is in violation of both of those. Also 48-14A1B which provides that no accessory building should be closer than ten feet to the property line. And 48-14A4 provides that accessory building should not be closer to the street than the principal building, so all of those really are entailed in what appears to be just a front and a rear yard variance request.

MR. FENWICK: Mr. Stent, did you get photos for us.

MR. STENT: No, I didn't.

MR. NUGENT: I think that should be noted that that's a corner lot.

MR. LUCIA: It's a corner lot, that's correct. Did you provide a copy of your deed and title policy?

MR. STENT: Did I give that to you, Pat?

MR. TORLEY: Does Clancy Avenue have a greater than 50 foot right-of-way?

MR. STENT: I didn't think Clancy Avenue--

MR. FENWICK: I don't think it's 50 foot wide.

MR. TORLEY: My question is referring to Section 48-14C4 front yards and narrow streets.

MR. LUCIA: There isn't any Section 48-14C that's involved.

MR. TORLEY: Front yard setbacks from the center line of the street.

MR. LUCIA: I think we discussed that.

MR. FENWICK: Why does the deck, the pool and the shed have to be where they are?

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MR. STENT: Well, I wouldn't be able to get out of the back of my house if I put them anyplace else. I'd be blocking off the rear windows, create a real hardship to move it basically couldn't have it.

MS. BARNHART: Your able to get, you'd be able to get out of the rear part of your house?

MR. STENT: Right, if I put the shed anyplace, I'd need a variance anyplace in the yard I'd need variances.

MR. TORLEY: There's a section of the code talking about narrow streets and how the front yard would be measured from there.

MR. STENT: You'd have to move the houses then on the whole block.

MR. FENWICK: Do you in fact know that you dropped off the title policy or the deeds?

MR. STENT: I'm not positive.

MS. BARNHART: He wouldn't or else they would have been in here. I would have checked them on the front cover.

MR. TORLEY: And the only way you can get a vehicle in and out of your house is on the other side?

MR. STENT: No, the house is sitting this way facing Melrose, this is Clancy, we have got a driveway here. Right now, we have a fence, we park our cars here.

MR. TORLEY: Why can't this be moved that way?

MR. STENT: We have like a three foot retaining wall here between the house and all this right here. We got a door going out to the back here. So if I move this anyplace you know we have windows here, you wouldn't be able to do nothing with it.

MR. LUCIA: Mr. Stent, if you could, I think the board would like to hear something on how this problem causes you significant economic injury.

MR. STENT: What happened in 1987, I put all this in and I thought I had 14 feet from my house to the road so to the end of my line, I only had 12. I put a fence up, a fence was up there since 1979, 14 feet from the

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house. So when we put the pool and stuff in, we put it inside the fence of course not thinking that you needed a variance for four foot swimming pool and the rest is basically history. In '87, I applied for permits and then somehow I didn't realize I had to come back and go through this cause I didn't follow-up on it then I remorgaged my house and here I am.

MR. LUCIA: Are there structures located anywhere else on the lot?

MR. STENT: No.

MR. LUCIA: How would that effect you economically, why would that hurt you economically?

MR. STENT: The \$5,000 I have tied up in this whole operation would be, that's what it would cost me.

MR. LUCIA: To dismantle everything?

MR. STENT: I'd have to dismantle and rebuild.

MR. LUCIA: Could you rebuild it in a conforming manner that would not require a variance?

MR. STENT: No, not unless I get another house.

MR. LUCIA: Because the lot size is too small?

MR. STENT: Lot is too small.

MR. LUCIA: Do a significant number of your neighbors have decks and pools.

MR. STENT: Yes.

MR. LUCIA: And sheds?

MR. STENT: Yes.

MR. LUCIA: Are their lot sizes significantly different than yours?

MR. STENT: No.

MR. FENWICK: I'd like to just address one of the things we do not have a title policy, we do not have a deed.

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MR. LUCIA: And we don't have any photographs.

MR. TORLEY: At the last preliminary meeting, I thought we agreed that you were going to remove the shed, is that what I recall?

MR. NUGENT: Move it not remove it.

MR. STENT: Move the deck is where the problem is, the shed isn't permanent, the shed can be dragged anyplace in the yard.

MR. TORLEY: If you can move the shed, bring it into compliance.

MR. STENT: No, I would be in the, I'd have to put it, well if you look at the map there.

MR. TORLEY: What are you going to do with the shed?

MR. STENT: Leave it where it is.

MR. NUGENT: Move it 6 inches like the deck.

MR. TANNER: There's no place you can move it that's ten feet from the property line.

MR. STENT: I'd need a variance wherever I put it in my back yard, it's a portable shed, one of these.

MR. FENWICK: Three things that we requested.

MR. FENWICK: We don't have the title policy. We do not have the deed. We do not have pictures. These are all three things that we asked for. I don't have a problem but these are things that we ask of every applicant that comes here. We should have them for the formal decision we can take a vote tonight.

MR. LUCIA: I do need to ask you a question. I presume your property is effected by covenants and restrictions as most titles are and one of the reasons that we ask for deed and title policy so this board before they act on the variance knows what those covenants and restrictions or are and if they would prevent the request that you are seeking from this board. So I am going to ask you of your on knowledge are there any covenants and restrictions on your property which would

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prevent this board from granting you the relief you're seeking?

MR. STENT: Nope.

MR. LUCIA: We still need a copy of the deed and title policy and photographs before this board will adopt a formal decision.

MR. STENT: Can I drop that off this week?

MR. LUCIA: Yes to Pat please.

MR. STENT: You want some pictures?

MR. LUCIA: Basically showing the pool, deck and shed so the board has a record in the file of exactly what it is you're voting on.

MR. FENWICK: I'm familiar with your property but if you were to show this to somebody that's not familiar with the property be able to say this is the neighbors' yard, this is the street so that you can actually see what's going on with your property. Maybe if you step out in the middle of the corner and shoot in the middle of the street, you'd probably get a pretty good look. We can entertain a motion right now based on information that we have.

MR. NUGENT: I'll make that motion.

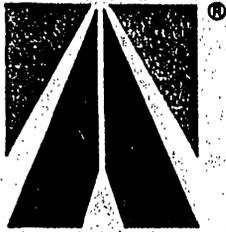
MR. TANNER: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. TANNER	AYE
MR. NUGENT	AYE
MR. FENWICK	AYE

MR. FENWICK: As of right now, what has to be done is there has to be a formal decision that's something similar to this which will actual write a law for your property. We're not going to proceed until we have the information that we asked for from you and I'm going to request that we not get one written until the next meeting so we can see this information.

MR. LUCIA: That's fine.



Hardenburgh Abstract Company of Orange County, Inc.

12 SCOTCHTOWN AVENUE, GOSHEN, N.Y. 10924
(914) 294-6909 (914) 343-6678 FAX: (914) 294-3530

Policy Writing Agent for

American Title Insurance Company

NWD-489-A

PRELIMINARY CERTIFICATE

TITLE NO RD-33-7655(M)

Application of Financial Access Corp. owners \$ _____
(Name of attorney or firm applying for insurance) for lessee's \$ _____
mortgagee's \$ 94,100.00

policy insuring United Savings Association of the Southwest FSB,
(Name of party to be insured) and/or its assigns

AMERICAN TITLE INSURANCE COMPANY certifies that the title to the premises described in Schedule A, subject to the encumbrances and defects noted in Schedule B, is insurable at this date on a valid conveyance, lease or mortgage by _____

Jeffrey A. Stent and Jennie S. Stent

who acquired title by deed from Jennie M. Perri

dated 11/8/79 and recorded 11/8/79 in Liber 2148 at page 550

SCHEDULE A

All that certain tract of land lying and being in the _____ Town _____ of New Windsor,
County of Orange, State of New York, being more particularly described as follows:

See Schedule "A" Attached.

SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges

See Tax Search Attached.

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assignments thereof

Mortgagor: Jeffrey A. Stent
Jennie S. Stent

Mortgagee: Walden Federal Savings & Loan
Association



12 SCOTCHTOWN AVENUE, GOSHEN, N.Y. 10924
 (914) 294-6909 (914) 343-6678 FAX: (914) 294-3530

Policy Writing Agent for

American Title Insurance Company

NWD-489-A

PRELIMINARY CERTIFICATE

TITLE NO RD-33-7655(M)

Application of Financial Access Corp. owners \$ _____
 (Name of attorney or firm applying for insurance) for lessee's \$ _____
 mortgagee's \$ 94,100.00

policy insuring United Savings Association of the Southwest FSB,
 (Name of party to be insured) and/or its assigns

AMERICAN TITLE INSURANCE COMPANY certifies that the title to the premises described in Schedule A, subject to the encumbrances and defects noted in Schedule B, is insurable at this date on a valid conveyance, lease or mortgage by Jeffrey A. Stent and Jennie S. Stent who acquired title by deed from Jennie M. Perri on 11/8/79 and recorded 11/8/79 in Liber 2148 at page 550

SCHEDULE A

All that certain tract of land lying and being in the Orange Town Orange of New Windsor, County of Orange, State of New York, being more particularly described as follows:

See Schedule "A" Attached.

SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges

See Tax Search Attached.

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assignments thereof

Mortgagor: Jeffrey A. Stent
Jennie S. Stent

Mortgagee: Walden Federal Savings & Loan Association

Amount: \$ 20,000.00 Dated: 11/8/79

Recorded: 11/8/79 Liber 1785 Page 506

Mtgor: Jeffrey A. Stent
Jennie S. Stent

Mtgee: Marine Midland Bank, N.A.

Am't.: \$ 36,000.00 Dated: 3/31/86

Rec.: 4/4/86 Liber 2234 page 157

SCHEDULE B (continued)

3. Zoning Restrictions or Ordinances Imposed by any Governmental Body.
4. Restrictive Covenants, Easements, Agreements, and Consents, Including Set-Back Established by Filed or Recorded Map.
5. Survey to come.
6. Judgments, Bankruptcies, Corporate Franchise Taxes and other State or Federal Liens. (set forth under section 7, if any.)
7. Other Encumbrances or Defects:

How Disposed of

- A. The Company does not insure that the buildings or other erections upon the premises herein, or their use, comply with Federal, State and Municipal Laws, regulations and ordinances.
- B. No title to personal property will be insured nor has any search for chattel mortgages been made.
- C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
- D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
- I. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose."
- N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. Mortgages shown herein to be considered or disposed of.
- P. Certificate of Occupancy, if any, to come.
- Q. Violation Search, to come.
- R. Street Report, to come.

NOTE: New York State Real Property Transfer Report for the State Board of Equalization and Assessment must accompany each deed for recording.

The undersigned certifies to AMERICAN TITLE INSURANCE COMPANY that in his (its) opinion this Preliminary Certificate correctly reflects the status of the title to the property described in Schedule A, such opinion being based upon an examination of an abstract prepared by HARDENBURGH ABSTRACT COMPANY covering a period of at least sixty years (or from the date of certificate of prior Insurance No. _____) of all public records affecting title to said real estate; that so far

5. Survey to come.

6. Judgments, Bankruptcies, Corporate Franchise Taxes and other State or Federal Liens. (set forth under section 7, if any.)

7. Other Encumbrances or Defects:

How Disposed of

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- D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
- I. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose."
- N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. Mortgages shown herein to be considered or disposed of.
- P. Certificate of Occupancy, if any, to come.
- Q. Violation Search, to come.
- R. Street Report, to come.

NOTE: New York State Real Property Transfer Report for the State Board of Equalization and Assessment must accompany each deed for recording.

The undersigned certifies to AMERICAN TITLE INSURANCE COMPANY that in his (its) opinion this Preliminary Certificate correctly reflects the status of the title to the property described in Schedule A, such opinion being based upon an examination of an abstract prepared by HARDENBURGH ABSTRACT COMPANY covering a period of at least sixty years (or from the date of certificate of prior Insurance No. _____) of all public records affecting title to said real estate; that so far as is known to him (it) there is no dispute among attorneys of the local bar as to the validity of said title, nor has any question been raised or adverse claim asserted with respect thereto; and that the title is not dependent upon a sale for delinquent taxes or assessments.

This title is certified down to the 1st day of May, 19 91, at _____ o'clock _____ M

Hardenburgh Abstract Company /vh
by James V. Rinaldi

NAME OF PARTY TO BE INSURED: United Savings Association of the Southwest FSB
and/or its assigns

AMERICAN TITLE INSURANCE COMPANY insures, subject to the matters shown in Schedule B, against loss or damage in the amounts set forth which its insured may sustain by the failure of this Preliminary Certificate to reflect correctly the record title to the property described as of the above date and hour; such insurance to be null and void unless its title policy is issued within nine (9) months from date and the premium thereon paid. Upon the issuance of said policy, this Certificate shall be of no further force and effect and no liability for loss or damage will be assumed by the Company other than that arising under said policy.

Executed this _____ day of _____ 19 _____

AMERICAN TITLE INSURANCE COMPANY

By: _____

SCHEDULE "A"

ALL THAT PIECE OR PARCEL OF LAND situated, lying and being in the Town of New Windsor, Orange County, New York, and is bounded and described as follows:

BEGINNING at the point of intersection of the West line of Clancy Avenue with the South line of Melrose Avenue, and running thence Westerly along said South line of Melrose Avenue 60 feet; thence running Southerly along the East line of Lot 161 on a map of City Park, dated August 16, 1909, made by A. L. Elliot, Civil Engineer, and filed in Orange County Clerk's Office August 30, 1909 for 100 feet; thence running Easterly along the North line of Lots numbers 136 and 137 on said Map for 60 feet to the West line of Clancy Avenue, and running thence Northerly along the West line of Clancy Avenue 100 feet, more or less, to the point or place of beginning.

SUBJECT to the restriction that no house costing less than \$400.00 shall be built on said Lots.

TAX SEARCH

TOWN OF NEW WINDSOR
COUNTY OF ORANGE
SCHOOL DISTRICT 331100

1991 TAX ROLL

Assessed To: Jeffrey and Jennie Stent

Bill No.: 6756

Bounded: Map 13 Block 10 Lot 1
15 Melrose Avenue
Lot 158 and 159 City Park
60 x 100

Assessed Value: Land: \$ 4,500.00
Full: \$25,800.00

1991 State, County and Town Tax \$1,212.73 - paid February 5, 1991.

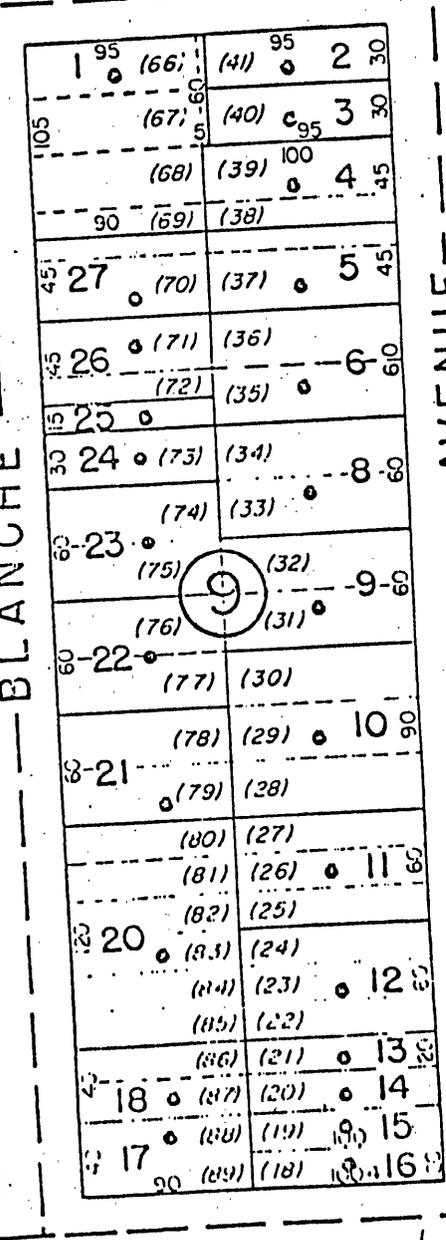
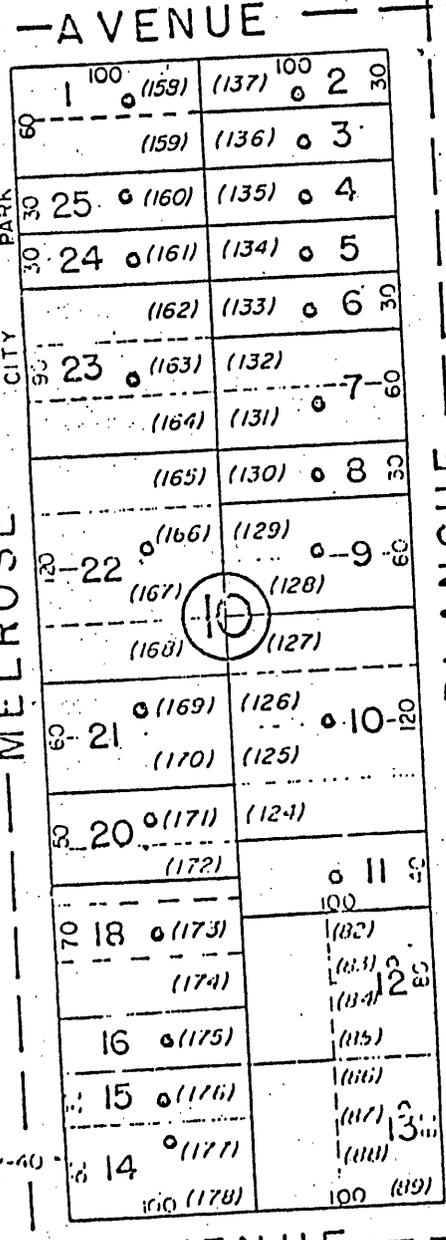
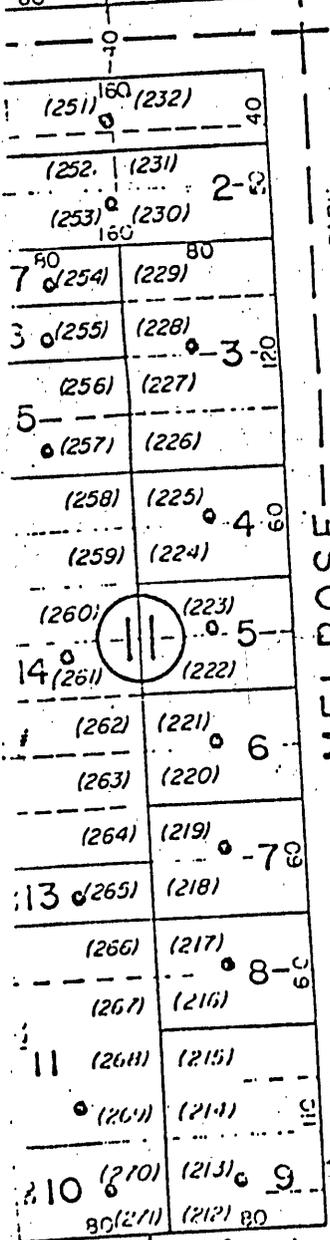
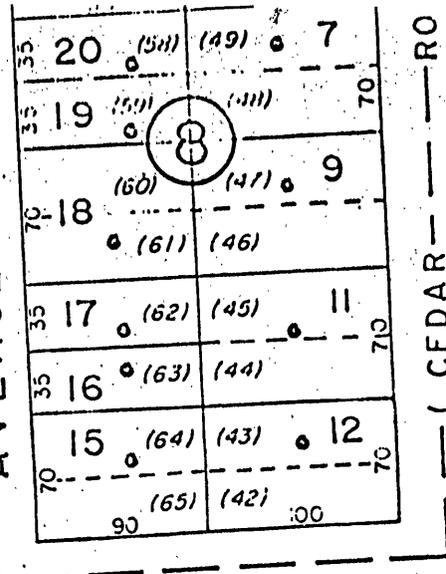
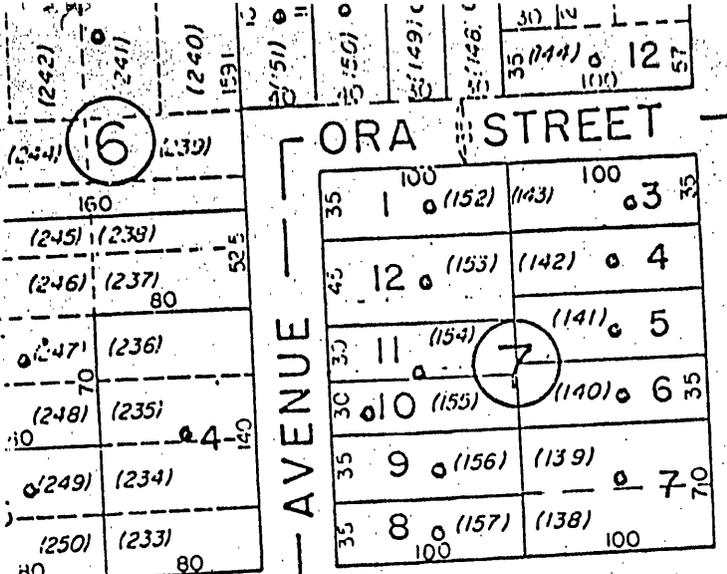
1990/91 School Tax - Total \$1,138.55:

1st Installment \$379.53 - paid October 19, 1990.
2nd Installment \$379.51 - paid February 11, 1991.
3rd Installment \$379.51 - paid March 1, 1991.

Subject to Sewer and Water owing, if any.

**Policy will except all unpaid water rates and/or sewer
rents or assessments in the absence of paid bills and
receipts to be presented at closing.
If the said premises are in an incorporated village,
village tax receipt must be produced.
Does not include assessments for any special district
not a part of the state and county tax roll.**

**Company excepts any liability or damage
due to the removal of premises from aged/
agricultural/veterans/exemptions.**



Beaumont

SECTION 15 TOWN OF NEW WINDSOR SECTION 13 BLOCK 10 SEE LOT 1



CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

RD 33-7655

THIS INDENTURE, made the 8th day of November, nineteen hundred and Seventy-nine
BETWEEN LIBER 2148, PAGE 550

JENNIE M. PERRI (formerly PALLAZZO), residing at 15 Melrose Avenue, Town of New Windsor, Orange County, New York

party of the first part, and

JEFFREY A. STENT, and JEANNE S. STENT, husband and wife, residing at 45 Windwood Drive, Town of Newburgh, Orange County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ----- (\$10.00) -----

-----TEN-----dollars,
lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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, Orange County, New York, and is bounded and described as follows:

BEGINNING at the point of intersection of the West line of Clancy Avenue with the South line of Melrose Avenue, and running thence Westerly along said South line of Melrose Avenue 60 feet; thence running Southerly along the East line of Lot 161 on a map of City Park, dated August 16, 1909, made by A. L. Eliot, Civil Engineer, and filed in the Orange County Clerk's Office August 30, 1909 for 100 feet; thence running Easterly along the North line of Lots numbers 136 and 137 on said Map for 60 feet to the West line of Clancy Avenue 100 feet, more or less, to the point or place of beginning.

SUBJECT to the restriction that no house costing less than \$400.00 shall be built on said Lots.

JENNIE M. PERRI (formerly PALLAZZO), residing at 15 Melrose Avenue, Town of New Windsor, Orange County, New York

party of the first part, and

JEFFREY A. STENT, and JEANNE S. STENT, husband and wife, residing at 45 Windwood Drive, Town of Newburgh, Orange County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ----- (\$10.00) -----

-----TEN-----dollars,
lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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, Orange County, New York, and is bounded and described as follows:

BEGINNING at the point of intersection of the West line of Clancy Avenue with the South line of Melrose Avenue, and running thence Westerly along said South line of Melrose Avenue 60 feet; thence running Southerly along the East line of Lot 161 on a map of City Park, dated August 16, 1909, made by A. L. Eliot, Civil Engineer, and filed in the Orange County Clerk's Office August 30, 1909 for 100 feet; thence running Easterly along the North line of Lots numbers 136 and 137 on said Map for 60 feet to the West line of Clancy Avenue 100 feet, more or less, to the point or place of beginning.

SUBJECT to the restriction that no house costing less than \$400.00 shall be built on said Lots.

BEING the same premises conveyed by Andrew J. Pallazzo to Andrew J. Pallazzo and Jennie M. Pallazzo, husband and wife, by deed dated September 10, 1959 and recorded in the Orange County Clerk's Office, September 14, 1959 in Liber 1520 of deeds at page 46.

Orange County

1914

RECORDED
INDEXED
MAY 11 1914
MAY 11 1914
MAY 11 1914

Orange County

Orange County, New York

BEFORE ME
JENNIE M. PERRI

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[Faint signature]

Jennie M. Perri

JENNIE M. PERRI
(formerly Pallazzo)

On the 8th day of November 1979, before me personally came

On the day of 19, before me personally came LIBER 2148 PAGE 552

JENNIE M. PERRI (formerly Pallazzo)

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

[Handwritten Signature]

JOHN G. STANTON
Notary Public, State
Residing in Orange
Commission expires March 82

STATE OF NEW YORK, COUNTY OF

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

that he is the of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

SECTION

BLOCK

LOT

COUNTY OR TOWN

JENNIE M. PERRI (formerly PALLAZZO)

TO

JEFFREY A. STENT AND JEANNE S. STENT

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
THE TITLE GUARANTEE COMPANY



Beck & Sargent
777 Broadway
Newburgh NY.
Zip No. 12550

2860
10-
J.G. Stent

RECORDING OFFICE

FILE 3 X

Office, S.S.
at day
iber 2148
page 552.

copy filed

John G. Stanton

JOHN G. STANTON
Notary Public, State
Residing in Orange
Commission expires March 82

STATE OF NEW YORK, COUNTY OF

On the 14 day of August 1979, before me personally came [Name], to me known, who, being by me duly sworn, did depose and say that he resides at No. [Address]

that he is the [Name] of [Address], the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the [Day] day of [Month] 19[Year], before me personally came [Name], to me known, who, being by me duly sworn, did depose and say that he resides at No. [Address]

that he is the [Name] of [Address], the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. _____

JENNIE M. PERRI (formerly PALLAZZO)

TO

JEFFREY A. STENT AND JEANNE S. STENT

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of The Title Guarantee Company
RETURN BY MAIL TO:

2860
10
J.G. Stent

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
THE TITLE GUARANTEE COMPANY

Beck & Socrat
777 Broadway
Newburgh NY
Zip No. 12550

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED
\$ 2860
REAL ESTATE
NOV 8 1979
TRANSFER TAX
ORANGE
COUNTY

State County Clerk's Office, S.S.
Recorded on the 8th day
of [Month] 1979 at [City]
[Name] P.M. in Liber 3148
Block [Number] at page 556.
and Examined
Jack A. ...

Rec'd.
4/2/92
ZBA

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 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 25.
Request of Jeffrey A. Stent
for a VARIANCE of
the regulations of the Zoning Local Law to
permit existing pool, deck and shed w/
insufficient front & rear yard,
being a VARIANCE of
Section 48-12 - Table of Use/Bulk Regs. - Cols. F & G.
for property situated as follows:
15 Melrose Ave., New Windsor, N.Y.
known & designated as tax map
Sec. 13 - Blk. 10 - Lot. 1

SAID HEARING will take place on the 13th day of
April, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

We have no objection
to the above proposition
Nelson Mikutis
Anthony Mikutis

Richard Fenwick.
Chairman

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

91-25

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 11-7-91
 APPLICANT: Jeffrey Stent
15 MELROSE AVE
New Windsor NY

Revised App.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 5-25-91
 FOR (BUILDING PERMIT) EXISTING Deck, Pool, Shed
 LOCATED AT 15 MELROSE AVE

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 13 BLOCK: 10 LOT: 1

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Pool Does NOT
meet min 10' SETBACK 48-216
Deck & Shed Do NOT meet min 10' SETBACK (48-143)
Pool, Deck Shed Project Closer TO Road THAN (HOUSE 48-144)

Pinemilk Jiri
 BUILDING INSPECTOR

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-4</u> USE _____		
MIN. LOT AREA _____		
MIN. LOT WIDTH _____		
REQ'D FRONT YD _____	<u>12'</u>	<u>6"</u>
REQ'D SIDE YD. _____		<u>11' 6"</u>
REQ'D TOTAL SIDE YD. _____		
REQ'D REAR YD. _____	<u>10'</u>	<u>6"</u>
REQ'D FRONTAGE _____		<u>9' 6"</u>
MAX. BLDG. HT. _____		
FLOOR AREA RATIO _____		
MIN. LIVABLE AREA _____		
DEV. COVERAGE _____ %		

15 MELROSE AVE
New Windsor NY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 5-25-91
FOR (BUILDING PERMIT) Existing Deck, Pool, Shed
LOCATED AT 15 MELROSE AVE

ZONE R-4
DESCRIPTION OF EXISTING SITE: SEC: 13 BLOCK: 10 LOT: 1

IS DISAPPROVED ON THE FOLLOWING GROUNDS: Pool Does NOT
meet min 10' SETBACK 48-216
Deck & Shed Do NOT meet min 10' SETBACK (48-1413)
Pool, Deck Shed Project Closer TO Road THAN (HOUSE 48-1414)

Francis Jui
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE _____		
MIN. LOT AREA	_____	_____
MIN. LOT WIDTH	_____	_____
REQ'D FRONT YD	<u>12'</u>	<u>11' 6"</u>
REQ'D SIDE YD.	_____	_____
REQ'D TOTAL SIDE YD.	_____	_____
REQ'D REAR YD.	<u>10'</u>	<u>9' 6"</u>
REQ'D FRONTAGE	_____	_____
MAX. BLDG. HT.	_____	_____
FLOOR AREA RATIO	_____	_____
MIN. LIVABLE AREA	_____	_____
DEV. COVERAGE _____ %	_____ %	_____ %

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

(914) 363-4630
CC: Z.B.A., APPLICANT, B.P. FILE

Need VARIANCE

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

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 REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 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 UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH 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 & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Jeffrey A Stent Jeanna S Stent

Address 15 mehol AL Phone 581 0370 Work 581 5492

Name of Architect Self

Address Phone

Name of Contractor Self

Address Phone

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

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

(Name and title of corporate officer)

1. On what street is property located? On the S side of McHose
(N.S.E. or W.)
andfeet from the intersection of Planey
2. Zone or use district in which premises are situated. Is property in a flood zone? YesNo X
3. Tax Map description of property: Section 13 Block 72 Lot 1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy vac. empty dwelling b. Intended use and occupancy Sen e
5. Nature of work (check which applicable): New Building Addition Alteration Repair
Removal Demolition Other EXISTING DECK, POOL, SHED
6. Size of lot: Front Rear 122 Depth 60 Front Yard 7.5 Rear Yard 40 Side Yard
- Is this a corner lot? YES
7. Dimensions of entire new construction: Front Rear Depth Height Number of stories
8. If dwelling number of dwelling units Number of dwelling units on each floor

2-4

IF ANY PART 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 REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
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- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
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- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Jeffrey A Stent Jeannette S Stent
Address 15 meadow AVE Phone 561 2370 Wen 561 5492
Name of Architect Self
Address Phone
Name of Contractor Self
Address Phone
State whether applicant is owner, lessee, agent, architect, engineer or builder owner
If applicant is a corporation, signature of duly authorized officer.

.....
(Name and title of corporate officer)

1. On what street is property located? On the S side of meadow
(N.S.E. or W.)
and feet from the intersection of Planey
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes No X
3. Tax Map description of property: Section 13 Block 72 Lot 1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy vac. family dwelling b. Intended use and occupancy same
5. Nature of work (check which applicable): New Building Addition Alteration Repair
Removal Demolition Other EXISTING DECK, POOL, SHED
6. Size of lot: Front Rear 100 Depth 60 Front Yard 7.5 Rear Yard 40 Side Yard
Is this a corner lot? yes
7. Dimensions of entire new construction: Front Rear Depth Height Number of stories
8. If dwelling, number of dwelling units Number of dwelling units on each floor
Number of bedrooms Baths Toilets
Heating Plant: Gas Oil Electric/Hot Air Hot Water
If Garage, number of cars
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost 45000.00 Fee 25

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Refer -
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate 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.

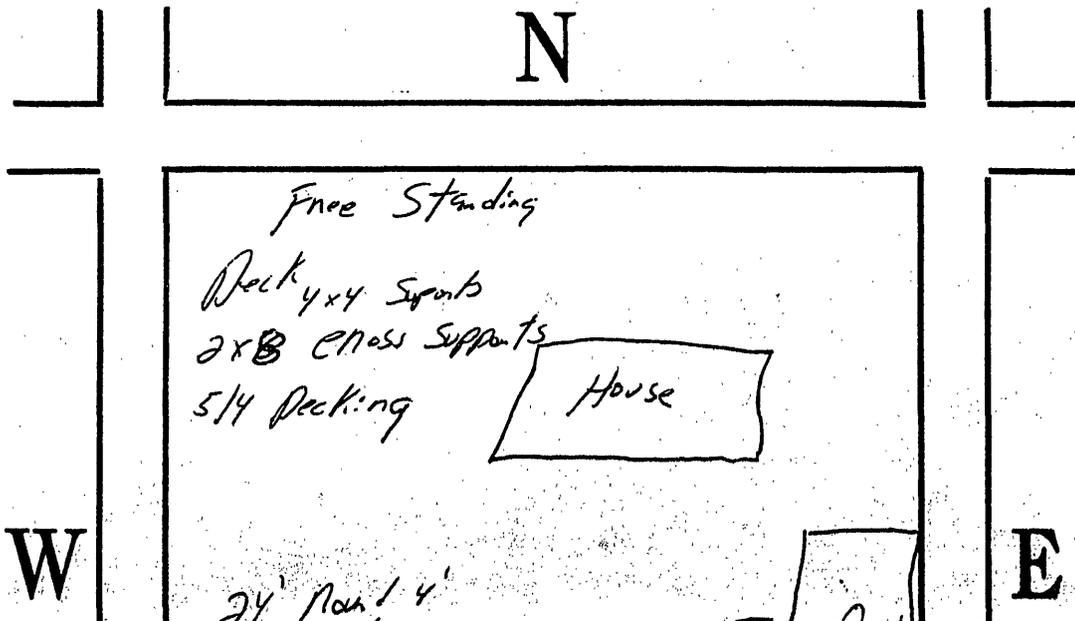
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein 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.

[Signature]
.....
(Signature of Applicant)

15 Pine Brook Ave
.....
(Address of Applicant)

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.



APPLICATION FOR BUILDING PERMIT

Refer -

Planning Board.....

Pursuant to New York State Building Code and Town Ordinances

Highway.....

Sewer.....

Water.....

Date.....19.....

Zoning Board of Appeals.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate 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.

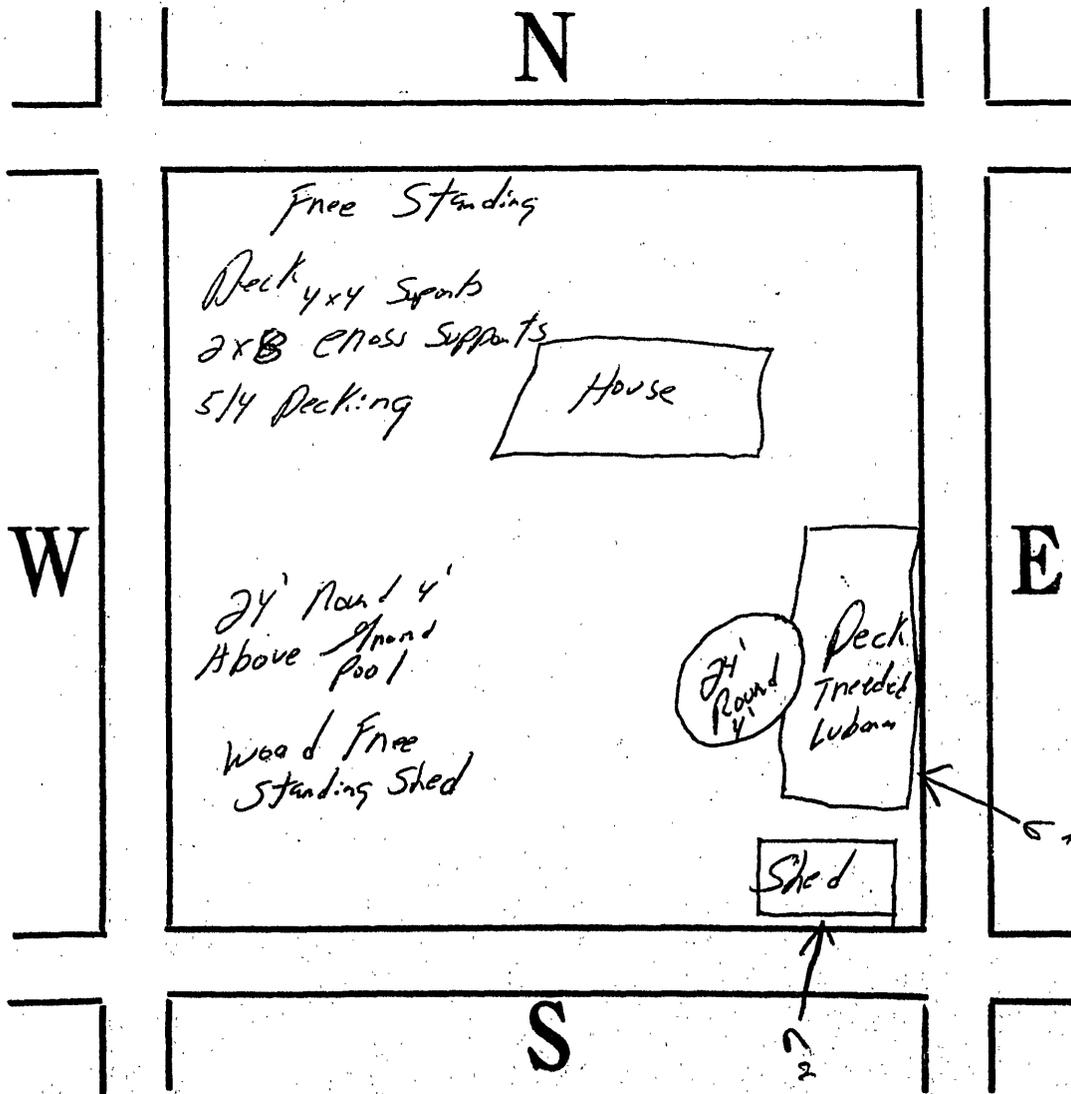
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein 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.

[Handwritten Signature]
 (Signature of Applicant)

15 Pine Hill AVE
 (Address of Applicant)

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.



Washburn Associates
 44-52 Route 9W
 New Windsor, N.Y. 12550

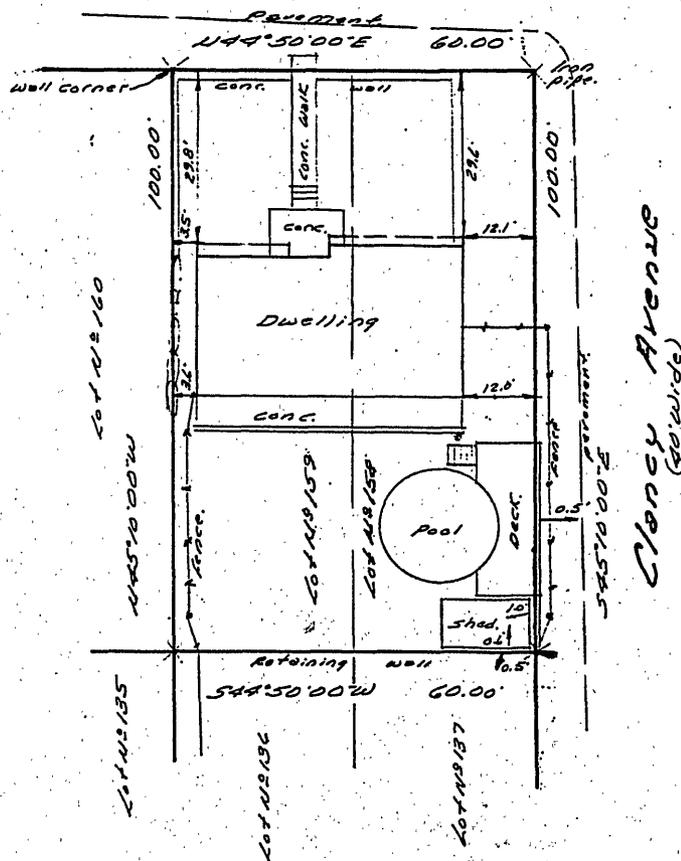
Town of New Windsor Tax Map
 Section 13 Block 10 Lot 1
 Map Reference:
 "City Park"
 Filed August 30, 1909
 Map No 468

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners."

"Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies."

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."

Melrose Avenue
 (60' wide)



Jeffrey A. Stent
 Jeanne S. Stent
 United Savings Association
 of The Southwest FSB
 its successors and/or assigns.
 American Title Insurance Company.

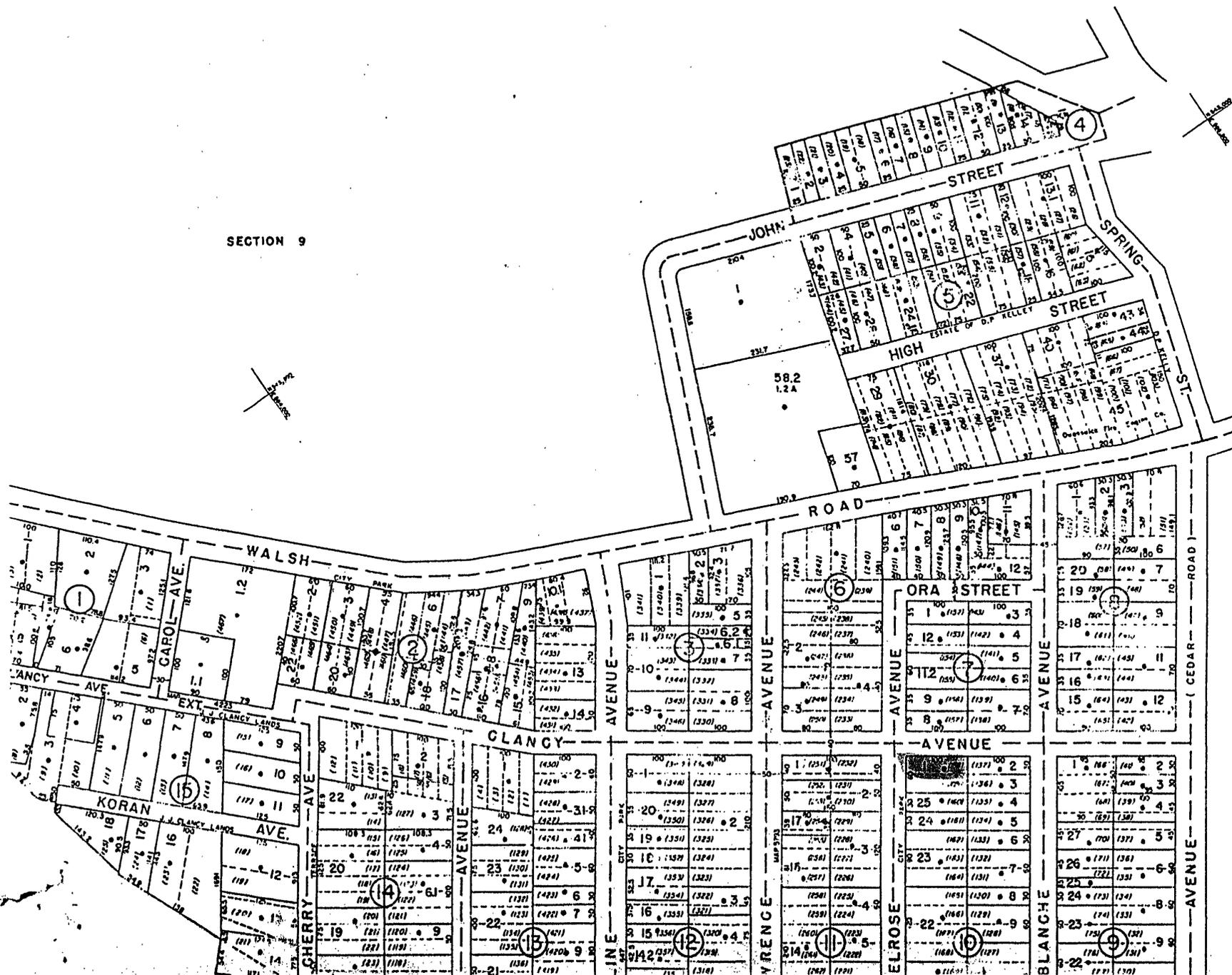
Certified true and correct as shown hereon.
 Ronald A. Washburn
 Lic. No 48368

SURVEY MAP FOR

Jeffrey A. Stent
 Jeanne S. Stent

SCALE: 1"=20'	APPROVED BY:	DRAWN BY
DATE: May 14, 1991		REVISED
Town of New Windsor Orange Co., N.Y.		
DRAWING NUMBER		4774

SECTION 9



SECTION 14



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

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

Jeffrey A. Steat

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#91-25

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

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

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

On March 27, 1992, I compared the 94 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
27th day of March, 1992.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

94

March 2, 1992

Jeffrey Stent
15 Melrose Ave.
New Windsor, NY 12553

Re: Variance List 500 ft./ 13-10-1

Dear Mr. Stent:

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

The charge for this service is \$115.00, minus your deposit of \$25.00. Please remit balance of \$90.00 to the Town Clerk's Office.

Sincerely,

LESLIE COOK
Sole Assessor

LC/cad
Attachment
cc: Pat Barnhart

Petrillo, Ralph J. & Robert J. & Gary Dreyer
150 Walsh Rd.
New Windsor, NY 12553 ✓

Connolly, Harry T. & Mary C.
162 Walsh Rd.
New Windsor, NY 12553 ✓

Zamenick, Shirley & Frederick
160 Walsh Rd.
New Windsor, NY 12553 X

Pettine, Michael J. Jr. & Geraldine A. Lee & Frederick
102 Clancy Ave.
New Windsor, NY 12553 X

Lee, James D. & Geraldine A.
12 Lawrence Ave.
New Windsor, NY 12553 X

Thompson, Edward L. Jr.
22 Lawrence Ave.
New Windsor, NY 12553 X

Messina, Anthony
15 Merline Ave.
New Windsor, NY 12553 X

Santoro, Alex & Robert Kohl
161 Walsh Rd.
New Windsor, NY 12553 X

Russell, Thomas & Karen D.
165 Walsh Ave.
New Windsor, NY 12553 X

Rumsey, Charles E. Jr. & Frances R.
192 Walsh Rd.
New Windsor, NY 12553 X

Babcock, Charles
155 Walsh Rd.
New Windsor, NY 12553 X

FWAR, Inc.
137 Walsh Rd.
New Windsor, NY 12553 X

Salko-Mable Furniture Inc.
170 Walsh Rd.
New Windsor, NY 12553 X

Rahm, Elizabeth F.
15 Lawrence Ave.
New Windsor, NY 12553 X

Hedden, Eileen G. & Shafer, Irene
c/o Eileen G. Sharrow
19 Lawrence Ave.
New Windsor, NY 12553

Grzibowski, Chester J. & Evelyn T.
12 Melrose Ave.
New Windsor, NY 12553

Vesely, Joseph F. Jr. & Gail M.
172 Walsh Rd.
New Windsor, NY 12553

Coritz, Albert J. & Albert A. & Alison
178 Walsh Rd.
New Windsor, NY 12553

Mehl, Leon & Dixie
RD 1 Rock Cut Rd.
Walden, NY 12586

Sloboda, Edward Frederick & John Henry
c/o Sloboda Bros. Inc.
901 Route 52 East
Walden, NY 12586

Ferarra, Stephen & Shirley June
1 Ora St.
New Windsor, NY 12553

Marullo, John V.
10 Blanche Ave.
New Windsor, NY 12553

Babcock, John T. & Angela Grace
12 Blanche Ave.
New Windsor, NY 12553

Vinson, Richard F. & Rebecca Mae
14 Blanche Ave.
New Windsor, NY 12553

Eless, Joyce A.
Lot 79
635A Little Britain Rd.
New Windsor, NY 12553

DiDonato, Edna & Toni
Int. Blanche & Clancy Ave.
New Windsor, NY 12553

Coykendall, Roy W. & Douglas Kendall & Barbara A. Calcagni
25 Melrose Ave.
New Windsor, NY 12553

Netz, Albert H. X
c/o Lillian Delpha
37 Cross Rd.
Cochecton, NY 12726

Brown, Robert R. & Loretta X
3 Melrose Ave.
New Windsor, NY 12553

Marchetta, Maddalena X
188 Walsh Ave.
New Windsor, NY 12553

Pelus, Rudolph & Ella X
20 Cedar Ave.
New Windsor, NY 12553

Rumsey, Charles E. Jr. & Frances R.
192 Walsh Rd.
New Windsor, NY 12553

Gerbes, Frank & Helen X
24 Cedar Ave.
New Windsor, NY 12553

Gerbes, Frank P. Jr. & Mary M. X
6 Clancy Ave.
New Windsor, NY 12553

Kelley, Mary O. X
MD 23 Blanche Ave.
New Windsor, NY 12553

Osusky, Elizabeth X
15 Blanche Ave.
New Windsor, NY 12553

O'Brien, Thomas & Kathleen X
13 Blanche Ave.
New Windsor, NY 12553

Hughes, Dorothy J. X
9 Blanche Ave.
New Windsor, NY 12553

Eager, Ernest W. & Mary X
7 Blanche Ave.
New Windsor, NY 12553

Caesar, Joseph F. & Cecelia X
25 Clancy Ave.
New Windsor, NY 12553

Valenzano, Ralph E. & Katherine M. X
26 Cedar Ave.
New Windsor, NY 12553

Jones, Katherine & Thomas X
28 Cedar Ave.
New Windsor, NY 12553

Baranski, Charles & Jane H. X
30 Cedar Ave.
New Windsor, NY 12553

Scott, William & Dorothy X
8 Cedar Lane
New Windsor, NY 12553

3 D Realty Inc. X
c/o Da Mario, Carmine & Louise
61 Clancy Ave.
New Windsor, NY 12553

Fetzer, Robert N. X
34 Cedar Ave.
New Windsor, NY 12553

Russio, Anthony L. & Helen M. X
36 Cedar Ave.
New Windsor, NY 12553

Leary, John A. X
6 Clarkwood Dr.
Cornwall, NY 12518.

Maley, Lillian K. X
40 Cedar Ave.
New Windsor, NY 12553

Orzechowski, Zygmunt & Stella X
61 Blanche Ave.
New Windsor, NY 12553

Mans, Clarence P. X
Box 247
Vails Gate, NY 12584

Robinson, Gordon L. & Bernice L. X
43 Blanche Ave.
New Windsor, NY 12553

Connor, Robert E. & Kathleen Kruleski X
P.O. Box 4112
New Windsor, NY 12553

Detz, Frank & Dorothy X
37 Blanche Ave.
New Windsor, NY 12553

Irwin, Albert & Stella X
35 Blanche Ave.
New Windsor, NY 12553

Szajko, Nicholas James & Angela S.
24 Clancy Ave.
New Windsor, NY 12553 X

Conklin, Joseph H. & Agnes
28 Blanche Ave.
New Windsor, NY 12553 X

Grossholtz, Rose X
19 Windsor Dr.
New Windsor, NY 12553

Rahemba, Joseph C. & Joyce M.
40 Blanche Ave.
New Windsor, NY 12553 X

Simanoski, Charles & Anna
MD 23 Bradford Ave.
New Windsor, NY 12553 X

Yonnone, Cosmo & Stephanie
67 Myrtle Ave.
New Windsor, NY 12553 X

Konrad, John & Helen
49 Melrose Ave.
New Windsor, NY 12553 X

Kirk, George O. & Donna M.
45 Melrose Ave.
New Windsor, NY 12553 X

Monteleone, Angela
37 Melrose Ave.
New Windsor, NY 12553 X

Starr, Edward P. & Pauline
31 Melrose Ave.
New Windsor, NY 12553 X

Coykendall, Roy W.
25 Melrose Ave.
New Windsor, NY 12553 X

Ramos, William X
17 Melrose Ave.
New Windsor, NY 12553

Gandolfini, Peter L. & Christine M.
16 Melrose Ave.
New Windsor, NY 12553 X

Kelly, John & Jayne M.
20 Melrose Ave.
New Windsor, NY 12553 X

Gaydos, Robert P.
19 Continental Dr.
New Windsor, NY 12553 X

Pacione, Tobio & Susan
30 Melrose Ave.
New Windsor, NY 12553 X

Rumsey, Mira Ellen
c/o Mira Ellen Blythe X
7 Perry St.
Morristown, NJ 07960

Kulik, Amelia X
38 Melrose Ave.
New Windsor, NY 12553

Mikutis, Anthony & Helen X
44 Melrose Ave.
New Windsor, NY 12553

Kirk, Jeffrey W. & Frances F.
46 Melrose Ave.
New Windsor, NY 12553 X

Simanoski, Edward A. & Helen B.
56 Melrose Ave.
New Windsor, NY 12553 X

Malinowski, Thaddeus E. & Rymaszewski, Wanda
39 Lawrence Ave.
New Windsor, NY 12553 X

Reinholz, Frank W. & Laura A.
33 Lawrence Ave.
New Windsor, NY 12553 X

Smedley, Frank S. X
27 Lawrence Ave.
New Windsor, NY 12553

Rhodes, Charles V. Jr. & Ann E.
19 Merline Ave.
New Windsor, NY 12553 X

Disabled American Veterans
The Thomas D. Peterkin
Post Chapter 152 X
c/o George Sulkers
P.O. Box 1162
Newburgh, NY 12550

Kadian, Dennis & Linda
36 Lawrence Ave.
New Windsor, NY 12553 X

Bernabo, Gina M. X
40 Lawrence Ave.
New Windsor, NY 12553

Corrieri, Franco & Lillian X
44 Lawrence Ave.
New Windsor, NY 12553

Rymaszewski, Wanda S. X
Lawrence Ave. MD 23
New Windsor, NY 12553

De Toro, Thomas W. & Rose M.
45 Merline Ave.
New Windsor, NY 12553 X

Corrieri, Frank X
41 Merline Ave.
New Windsor, NY 12553

Kerr, Hazelton M. & Anna V.
37 Merline Ave.
New Windsor, NY 12553 X

Sears, James W. & Rose T. X
35 Merline Ave.
New Windsor, NY 12553

Boast, Ryan & Stacey X
33 Merline Ave.
New Windsor, NY 12553

Cimorelli, Gus & Anna S. X
MD 23 Merline Ave.
New Windsor, NY 12553

Garzione, Nicholas A. & Jean X
27 Merline Ave.
New Windsor, NY 12553

Tolnai, Katalin X
25 Merline Ave.
New Windsor, NY 12553

Calvary Cemetery X
St. Patricks Church
55 Grand St.
Newburgh, NY 12550

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR ~~SPECIAL PERMIT~~

91-25

Date: 2/26/92

I. Applicant Information:

- (a) Jeffrey A Stent 15 Melrose Av New Windsor NY 12553
(Name, address and phone of Applicant) (Owner)
- (b) 5610370 5615492
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use Variance
- Area Variance
- Sign Variance
- Interpretation

III. Property Information:

- (a) R-4 15 Melrose Ave. 13-10-1 60x100 ±
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 1979
- (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? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: Storage Shed wood Arched

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) 4 ft Swimming Pool Deck and Shed

- N/A.*
 (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.

V. Area variance:

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

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd. <u>12'</u>	<u>6"</u>	<u>11' 6"</u>
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd. <u>10'</u>	<u>6"</u>	<u>9' 6"</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>30 %</u>	<u>28 %</u>	<u>0 ✓ %</u>
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.

Do Not Have Room To Put Anywhere Else in yard

VI. Sign Variance:

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

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
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. Interpretation: *N/A*

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

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

VIII. Additional comments:

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

Res will Not Change

IX. Attachments required:

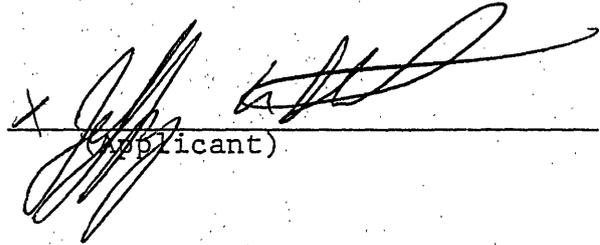
- Copy of letter of referral from Bldg./Zoning Inspector.
- Copy of tax map showing adjacent properties.
- N/A* Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- N/A* Copy(ies) of sign(s) with dimensions.
- Check in the amount of \$ ~~200.00~~ ^{80.00} payable to TOWN OF NEW WINDSOR.
- Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 2/26/92

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

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)

Sworn to before me this
26th day of February, 1992..
Patricia A. Barnhart

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1993.

XI. ZBA Action:

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

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

December 9, 1991

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PRELIMINARY MEETING: STENT, JEFFREY

MR. FENWICK: This is a request for 11 foot 6 inch front yard and 9 foot 6 inch rear yard variance for existing pool, deck and shed at 15 Melrose Avenue in R-4 zone. Revised notice of denial issued by Building Inspector.

Mr. Jeffrey Stent came before the Board representing this proposal.

MR. STENT: Basically, I'm going to move everything within my lines and go for the variance.

MR. FENWICK: You have done something about the second one then?

MR. STENT: Right, it's on my property if you approve it.

MR. KONKOL: How long was it like that?

MR. STENT: Since '87.

MR. KONKOL: You got a complaint?

MR. STENT: No, I had a remortgage.

MR. KONKOL: Get a C.O.?

MR. STENT: Right.

MR. KONKOL: Neighbor's never objected when you put it up?

MR. STENT: No. Only thing I did not realize was I was on the property like 6 inches according to the new survey.

MR. FENWICK: You are on town property, that retaining wall next to you is in the road.

MR. FINNEGAN: Your side property is only 4 inches from the town property?

MR. STENT: Right.

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MR. LUCIA: Mr. Stent, do I understand that you have moved this 6 inches in onto your property?

MR. STENT: That is what we are going to do.

MR. LUCIA: The way the revised denial is worded, it appears that the required front yard is 12 feet. Mr. Stent is proposing 6 inches so requires a variance of 11 feet 6 inches and required rear yard is 10 feet. Mr. Stent is proposing 6 inches there. The variance he requests on that is 9 feet 6 inches. That involves a number of provisions of the zoning Local Law all of which come to the same numbers as I just read just for the record we probably should spell them out. That is Section 48-21G1, that provides no pool shall be in required front yard and also that no pool shall be closer than 10 feet to the property line. This is a front yard, Mr. Stent has two front yards. It's a corner lot. Also involves a variance of supplemental yard regulations in Section 48-14A1B, that provides that an accessory building should be set back 10 feet from the lot line that would apply to the deck and the shed and also 48-14A4, the provides no accessory building shall project nearer to the street on which the principal building fronts than the principal building itself. Again, that applies to the deck and the shed. So, I think in those two area variances for front yard and rear yard are encompassed on all those areas of the zoning ordinance. Also, Mr. Stent at the last preliminary we asked one of the Board members had asked about developmental coverage. Did you get a calculation?

MR. STENT: As far as the square footage?

MR. LUCIA: Right.

MR. STENT: No. I know I have an awful little yard, I know that.

MR. LUCIA: The maximum is 30%. The only reason that it had been raised at the last meeting is since you're here applying for variances, you might as well get them all out of the way at the same time, if there is a problem, your surveyor certainly can do that calculation for you.

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MR. NUGENT: The house is over 30%.

MR. LUCIA: It could very well be.

MR. STENT: The house is itself, I know that, measurements on the house I'm over.

MR. LUCIA: My suggestion would be you're here anyway, it's not going to be anymore expensive to add one more line on the requested variances, do the calculation and come back with it.

MR. STENT: Get that done tonight?

MR. LUCIA: It's going to require your surveyor to compute out the area of the house, pool, deck, any walks, drives, anything else that is an impervious surface and relates that total area of the land you going to have to have your surveyor do it. When you come back the numbers can be added if that's the Board's wishes.

MR. STENT: Will I need that for a C.O.?

MR. LUCIA: You would need it as part of your application. This will not resolve it tonight. That's preliminary. The Board may set you up for a public hearing. If you had that number, assuming you're granted variances on everything you applied for, you can apply for a C.O.

MR. NUGENT: He can do it himself, can't he?

MR. FENWICK: He has a surveyor.

MR. LUCIA: I'm not sure geometrically if he himself can do all the calculations.

MR. FENWICK: Pretty square.

MR. FINNEGAN: That's an impervious surface?

MR. LUCIA: Impervious surface is still considered within the developmental coverage.

MR. BABCOCK: Yes, sidewalks, driveways.

MR. FENWICK: That's anything that's not grass.

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MR. NUGENT: If the driveway is dirt, does that still count?

MR. BABCOCK: No.

MR. LUCIA: If it's dirt, it does not count.

MR. BABCOCK: Right.

MR. FENWICK: Something we are going to need from you is a matter of interest to the Board and a matter of record as to why is the pool there or why is the deck there, why can't it be someplace else, why is the shed there, why can't it be someplace else?

MR. STENT: There is a letter attached explaining that.

MR. FENWICK: I don't see that reason here anywhere.

MR. STENT: On the letter there, it's on the letter.

MR. LUCIA: I did not see any letter from you.

MR. STENT: Yes, explaining, because I have no room to go anyplace else with it.

MR. FENWICK: Who did the letter go to?

MR. STENT: It was with the application.

MR. LUCIA: Unless it's in the Building Inspector's file, I don't think this Board has seen a letter.

MR. BABCOCK: Mr. Stent, did you give that to my office?

MR. STENT: Yes, with the new permit.

MR. FENWICK: We can save a lot of trouble if you can just explain it to us, it will become a matter of record anyway.

MR. STENT: Basically, that is the reason I don't have any room to go do anything else. If I move the pool down, I wouldn't be able to get in and out of the house. The shed in order to be within boundaries, I would have to set it up against the back of my house.

December 9, 1991

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and there isn't enough room there to go anyplace with it. Windows, I would be blocking off; access in and out of the house, if I move the pool over to the other end --

MR. FINNEGAN: It would be a safety hazard going in and out of the back of the yard in case of fire?

MR. STENT: Yes.

MR. FENWICK: You also have shrubbery that goes around your house too, right?

MR. STENT: All the way up beyond this deck. That would have to be removed.

MR. LUCIA: The shrubbery if it's within the town street, no, we can't grant you a variance to keep it there but unless the town needs it removed for access to utilities or something that should not be a problem.

MR. FENWICK: When are you anticipating moving that?

MR. STENT: Whenever I get approval or whenever I get an okay, weather permitting.

MR. FENWICK: Dan, do you have anymore questions?

MR. LUCIA: I have no more questions. As the Chairman started to indicate before, if you're set up for a public hearing by the Board, in order for this Board to grant you the area variances, you have to prove something called practical difficulty. And in order to do that, you'll need to show what significant economic injury you suffer from the strict application of the ordinance to your land. In other words, show us how it is that you can't locate the pool and the deck someplace else, why it would be uneconomical for you to do that. It might just be practical showing if there's no physical, other area to put it on the lot, other than what is already the house and drives and walks, maybe you're kind of boxed into the situation.

MR. STENT: That is pretty much right where we are at.

MR. LUCIA: As part of that, you can use the cost of the parcel compared to its value, why you would not get a reasonable return on the property if you were not

allowed to put improvements on it. That kind of economic showing. Also, if you're set up for a public hearing, you should come back with a copy of your deed, title policy and you may have that in you file or get it from the lawyer representing you. And I think that the Board would like to see some photographs of the property, pool and deck and the back yard and especially if you're making a showing of everything being close together, the photographs can help your case, okay?

MR. STENT: Yes.

MR. FENWICK: We don't have anymore comments from the Members of the Board, we'll need that developmental coverage, I can tell you right now, don't come back without it because you'll just knock your public hearing right away, if you do.

MR. TANNER: Make a motion we set him up for a public hearing.

MR. NUGENT: I'll second it.

ROLL CALL:

Mr. Finnegan	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

MR. BABCOCK: Just make sure when you do the developmental coverage calculation, get it to me so I can revise the denial to send back to this Board, okay, see if you can do that as soon as possible so you can continue with your public hearing.

MR. STENT: Yes.

MR. FENWICK: If you bring it in that night, we're going to be seeing it for the first time and we wouldn't have a chance to look at it.

MR. NUGENT: Find a copy of that letter.

MR. BABCOCK: If you have a extra copy, I don't seem to

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have one in my file neither.

MR. STENT: Okay.

MR. LUCIA: The town has a fee schedule, residential single family application is \$50 plus publication and other costs and the town consultant review fees. We have been taking a deposit of \$250 in addition to the \$50 against zoning review fees. If it's less than that, you get a refund. If it's more than that, you get a bill. I don't anticipate at this point it should be more than that. When you bring back the application, we need two checks for Pat, one for \$50 and the other one for \$250, both payable to the Town of New Windsor. If you have the developmental coverage at the time, she can get the numbers back to Mike.

MR. STENT: What does the \$250 cover?

MR. LUCIA: My fees in terms of the application, structuring of the Board to handle the variance application and ultimately writing the formal decision that will become the variance for your property.

MR. FENWICK: After all is said and done, there will be a formal decision written to your case that will be similar to this.

MRS. BARNHART: Also, we, you know, if there is any money that we haven't used, that will go back to you.

Washburn Associates
 44-52 Route 9W
 New Windsor, N.Y. 12550

"Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners."

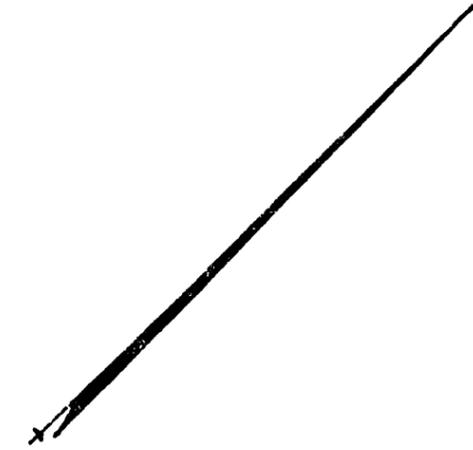
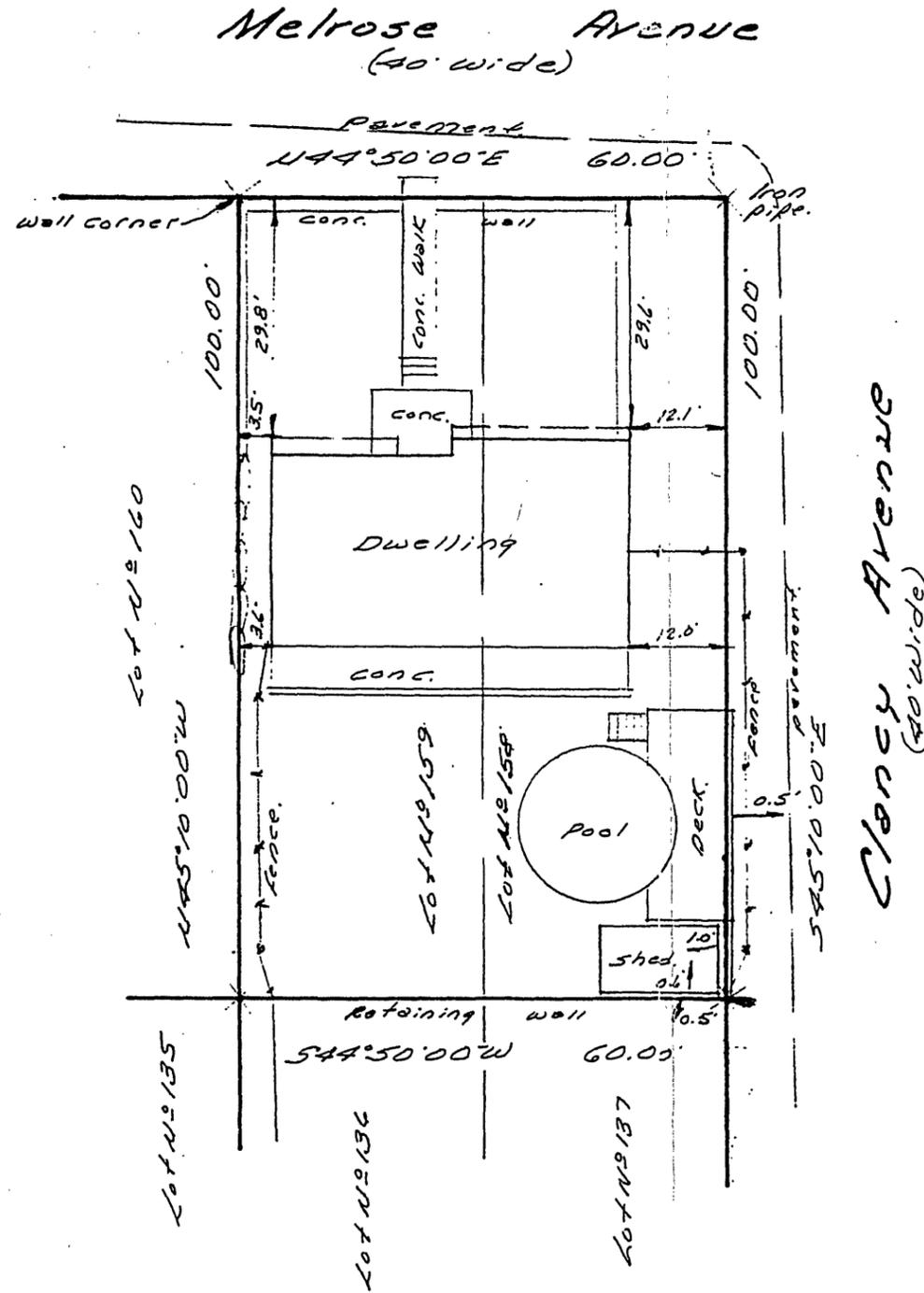
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"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."

Jeffrey A. Stent
 Jeanne S. Stent
 United Savings Association
 of The Southwest FSB
 its successors and/or assigns.
 American Title Insurance Company.
 Certified true and correct as shown hereon.

Ronald A. Washburn
 Lic. No. 48368

Town of New Windsor Tax Map
 Section 13 Block 10 Lot 1
 Map Reference:
 "City Park"
 Filed August 30, 1909
 Map No. 468



SURVEY MAP FOR

<i>Jeffrey A. Stent</i> <i>Jeanne S. Stent</i>		
SCALE: 1"=20'	APPROVED BY:	DRAWN BY
DATE: May 18, 1991		REVISED
Town of New Windsor Orange Co., N.Y.		
5614171		DRAWING NUMBER 4774

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PRELIMINARY: STENT, JEFFREY

MR. FENWICK: Request for (1) 12 foot front yard and, (2) 9 foot 6 inch rear yard for existing pool and deck located at 15 Melrose Avenue in R-4 zone. Also, pool does not meet minimum 10 foot setback in accordance with Section 48-21(1)(G); deck and shed do not meet minimum 10 foot setback for corner lot with regard to obstruction of view - Section 48-14(B)(1); and pool, deck and shed project closer to road than house - Section 48-14(C)(4).

Mr. Jeffrey Stent came before the Board representing this proposal.

MR. LUCIA: Mike and I were going over these sections before the meeting. I believe the reference to Section 48-21(B)(1) does not constitute a violation here. I think the obstruction would have to be within 30 feet of the street corner and I think this is beyond so he probably doesn't need a variance on that item and the last item should refer to Section 48-14(A)(4) instead of (C)(4).

MR. NUGENT: 48-14(B)(1)?

MR. LUCIA: Mike and I do not think that's applicable to this site.

MR. FINNEGAN: That's the deck or shed?

MR. LUCIA: The fact that it's more than 40 feet so it doesn't violate that specific section.

MR. FENWICK: Mr. Stent, would you come up and explain to us the problem?

MR. STENT: Well, in 1987, I put this up. I didn't get no permit, all right, then I applied for a permit and it got lost someplace in the shuffle and I'm here and now what I've done is remortgaged the house and I'm looking for a C.O.

MR. LUCIA: Mr. Stent, if I could just ask you a couple of questions. Looking at that copy of the survey that's

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attached to your application, it appears that the deck actually encroaches on the street by half a foot. The variance request is for zero front yard, zero foot front yard. It appears --

MR. STENT: It would be side yard.

MR. LUCIA: Actually have two front yards, the way this zoning ordinance is worded, you have a front yard on Melrose and also on Lancer but it would appear that you are half a foot into the street.

MR. STENT: There's a retaining wall and that's 4 feet out beyond my deck.

MR. LUCIA: You just went even with that?

MR. STENT: No, I'm 4 feet in from the road from that.

MR. LUCIA: I think maybe your perception of the road is the paved surface. The street line that the town has is wider than the paved surface so that illustration appears, makes it appear that your deck actually encroaches on the street. Even if this Board were to grant you a variance you seek, they have no power whatsoever to let you encroach upon the street.

MR. STENT: What about the retaining wall behind me?

MR. LUCIA: That's the next question. If you look at the illustration, it appears that the shed may encroach by half a foot onto your neighbor's property also.

MR. STENT: It don't.

MR. LUCIA: If you look at the way the surveyor designated it, you might want to check with the surveyor because the way he illustrated it, it showed it half a foot with an arrow pointing toward your neighbor.

MR. STENT: That's in between the wall and the neighbor's yard.

MR. TORLEY: Do you have the survey?

MR. LUCIA: If the Board were to grant the variance, if it encroaches, the Board has no power to grant you a variance to encroach on the neighbor's property.

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MR. STENT: I'm saying this wall right here going up behind the neighbors yard is out here, that goes all the way to the corner. There's a 15 foot retaining wall, all right, I'm inside of that. Evidently, in the middle of the street, if I'm --

MR. LUCIA: If there was an error made, it doesn't justify repeating the error. I'm not saying there was an error made, if that's the case, it doesn't justify that.

MR. NUGENT: Do you have a problem moving the shed, putting it somewhere else?

MR. STENT: No, I'd just slide it. It can go anywhere, slide it on the other side of the yard. It's not bolted in or nothing, just a freestanding wooden shed.

MR. NUGENT: That would definitely take away some of the variances required.

MR. FENWICK: And the shed does seem to be the concern right now. The deck is going to be a problem. The deck is almost beyond our, what we can do, our jurisdiction because it does go over the property line. There's just nothing we can do. There's nothing we can do about that. The pool, one of the arguments you're going to have to tell us is why the pool was put in where it was. Was it because of the land?

MR. STENT: Well, the house is close. I have a retaining wall.

MR. FENWICK: What I am saying is could it have gone this way further into the yard?

MR. STENT: Put it that way, yeah, but it would have been like in the center of the yard. The yard is not that big.

MR. NUGENT: I'm familiar with this piece of property and it's pretty crowded piece of property. It's a small lot to start with as they all are. I'd like to see the survey.

MR. FENWICK: See what I'm talking about, are the deck, it's on the property line.

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MR. FINNEGAN: Whose fence is that, is that your fence?

MR. STENT: Chain link fence, that's mine. That's been there since '79.

MR. FENWICK: It's not the town's retaining wall.

MR. NUGENT: Next door neighbors'.

MR. FENWICK: How long has the retaining wall been there?

MR. STENT: A few years. Down the road, if you probably once my kids get a little older, this will all go down. I've got, we've got a 4 foot pool we're talking about.

MR. TORLEY: Any way you can move the thing?

MR. STENT: The deck is set in cement.

MR. FINNEGAN: The deck is how many inches off the property line?

MR. STENT: Six (6) inches.

MR. FINNEGAN: The post is straight down?

MR. STENT: Yes. See, on the back of the deck we have got a thing built around it so you can't see in, can't see out, looking at the trailers across the street from me.

MR. FINNEGAN: Can you shorten the deck a little bit by putting a post in?

MR. STENT: Possibly if we had to.

MR. TORLEY: Chairman's pointed out if you're over the property line, there's nothing we can do on that.

MR. FENWICK: We can't vary you onto someone else's property. That's what would happen, whether it's a person or the town or whatever, you can't do anything about that. It's not the right-of-way is something that's been given, hasn't been given to you but the right-of-way is something you're taking, not the other

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way around. There's not enough of an overhang or anything there. We're saying it's what?

MR. STENT: I've got a thing in the back this high, the deck in the back its all got to be moved then. Like I say, if it has to be, it has to be.

MR. TORLEY: The bank isn't going to touch it.

MR. STENT: They are holding my money now. I'm in a Catch 22 for the price of what I have got and the pool, that's what the bank is holding.

MR. LUCIA: Is the post on the deck right up against the edge of it or is it cantilevered over?

MR. STENT: I don't know if there's 6 inches there or not.

MR. LUCIA: Cantilevered over, it should be a fairly easy matter to shorten the deck by 6 inches, if it's not.

MR. STENT: It's really put together, it's not going nowhere.

MR. FENWICK: Even if it were up to this Board and being that it was brought before the Board and we told you we'd give you or if we voted on this, we'd give you a zero variance. That doesn't clear you of that section and that's not going to clear you with the bank. That's a definite problem. It's not a problem we can do anything about.

MR. STENT: I don't know if it's over that 6 inches.

MR. NUGENT: If he moved his deck and his shed back off of the alleged property line, he would still have to come back for another variance.

MR. FENWICK: He's still to close, no matter what.

MR. LUCIA: Still a variance, he's also closer than 10 feet to the property line and the entire deck and pool project, not the entire pool but part of the pool and part of the deck project closer to the street than the front building line is so actually nothing should be

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closer to the street than the, I guess what you would call the side of your house.

MR. STENT: You go out the back door and walk around the pool like this.

MR. LUCIA: It's no doubt it's a small lot.

MR. STENT: I have got 20 foot, everything needs a variance down there.

MR. LUCIA: What this Board has the problem of solving is how your reasonable use of the property and significant economic injury impacts you whether or not it could be done with a smaller variance than 100%, obviously that's asking for everything. And that's going to be the difficult point to prove for you.

MR. TORLEY: If my bulk table is up-to-date, you might need developmental coverage. It's 30% in the R-4.

MR. FENWICK: Not really as concerned about that as the deck problem. I don't know what the remedy for it is but something is going to have to happen. Like I said, it's beyond our, anything we can do, anything about even if we were to grant you the variance, that's not going to satisfy the bank because you're overextended on the property line.

MR. STENT: No C.O. then. I can't get the C.O. without it, right?

MR. NUGENT: I don't think they'd give him one if we gave him the variance.

MR. STENT: The bank don't give you the C.O., these people do.

MR. LUCIA: This Board would just vote on your variance. The C.O. would be issued by the Building Inspector. But, the issue is raised that he's now aware that a portion of the deck is now within the street line. I'm not sure he's going to issue a C.O.

MR. BABCOCK: Mr. Chairman, maybe I can speak to that. Rather than have him cut 5 inches off the deck and come in for a zero variance, I thought the Board should see this before we ask him to do any renovations. If

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you're not going to accept it right on the property line, there's no sense of him cutting 5 inches off and then going back. That's really the reason. The other thing that we haven't discussed yet is the fence out there. I don't know whether it's even up for your discussion or not, which is projecting out off the property line.

MR. FENWICK: Oh, I see that's also owned by --

MR. BABCOCK: Town of Newburgh, I would assume that it's owned by Mr. Stent.

MR. STENT: It was there when I bought the house in '79, been there since then.

MR. NUGENT: Mr. Chairman, would it be possible for us to table this hearing for the time being until each of us had a chance to go over and look at the piece of property?

MR. FENWICK: I have got no problem with that.

MR. NUGENT: He may come up with some new ideas in the meantime of ways to try to correct this but I think that he should, everyone of us should go over and look at this site.

MR. TORLEY: What color is your house?

MR. STENT: Green.

MR. TORLEY: I think I've been there. It's a very nice setup, just unfortunate it's on the wrong side of the property line.

MR. FINNEGAN: Shrubbery along side of it?

MR. STENT: Yes, that's mine.

MR. FINNEGAN: Where's the shrubbery in relation to that?

MR. FENWICK: Probably on the town property.

MR. STENT: It's all down along here.

MRS. BARNHART: Which side is that?

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MR. STENT: Right out on the road side.

MR. TORLEY: I have no difficulty with the zero clearance there.

MR. FINNEGAN: I would have no problem.

MR. TORLEY: Hope that you could take out the posts. He said he can move the shed.

MR. STENT: The shed can be slid anyplace. That's freestanding.

MR. FENWICK: Unless you can actually hack off the backside of that deck, you're going to have some problem, if you wanted to adjust the deck.

MR. STENT: I know the fence is over but I'm pretty sure that the deck has to be awful close. The chain link fence that's now, there's no doubt about that, that's definitely out.

MR. LUCIA: You may want to engage a surveyor, get a little more precise location, if you think it's that close. If it's a matter of inches.

MR. NUGENT: That's done by a surveyor, Washburn.

MR. STENT: I asked him to recommend somebody and they said him so --

MR. LUCIA: Also if you engage a surveyor, have them check developmental coverage. You're limited to 35%?

MR. BABCOCK: Thirty (30%) percent.

MR. LUCIA: Thirty (30%) percent coverage of your lot area with buildings, decks, pools, sheds, drives, whatever, if it poses a problem here that would be another variance you might as well apply for at the same time, if you're going to come in applying for these variances.

MR. STENT: Where do I find this out?

MR. LUCIA: Surveyor would have to do the computation, figure the area of the improvements against the area of

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the lot. If it's more than 30%, that's the additional variance you have to apply for.

MR. TORLEY: Get all the variances so you're set.

MR. FENWICK: This is 60 foot wide, the lot is 60 or 50?

MR. STENT: 60 by 150.

MR. TORLEY: How close is the pool itself to the edge?

MR. BABCOCK: You said it's less than 10 feet. Well, it cannot project closer to the street than what the principle building is so it's definitely in that area. The principle building is 12 foot off the property line so the pool would have to be 12 foot. That's a front yard. So, even without the deck, the pool would need a variance.

MR. STENT: When they put it up, they told me 10 foot or something.

MR. TORLEY: Who put up the pool?

MR. STENT: Polytech. Just to make a recommendation, I think you should have a pool permit and what you have to have for electric.

MR. NUGENT: They do.

MR. FENWICK: Sure is.

MR. STENT: They should have to when they buy a pool, they don't tell you none of this.

MR. FENWICK: That's right. That's been my argument for years. They shouldn't be able to put it up until they have a C.O. in their hands.

MR. STENT: That another, you know --

MR. NUGENT: In order not to carry this thing to far, can I make a motion that we table this until the Board has a chance to look at this piece of property and possibly Mr. Stent has a chance to look over his predicament and he may be, he may have a few recommendations that he can correct things.

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MR. TORLEY: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Nugent	Aye
Mr. Tanner	Aye
Mr. Fenwick	Aye

MR. LUCIA: Do you understand the reason for the Board tabling this?

MR. STENT: Yeah, I'll check in the meantime and see.

MR. FENWICK: Take a good look and see if there's something you can come up with.