

ZB# 98-22

**Thomas Acunzo /
Jim Smith**

3-1-23.1

#98-22 Acunzo/Smith, Jim Chevy)

3-1-23.1

Use - Used car - NC zone

Palmer.

June 5, 1998 ^{extra out}

Use - SFQR

Motion to Sched P.H.
Notice here - to submit

Public Hearing:

July 13, 1998.

Frank hisi-

Sign info granted

Use - Used car

Pales + Rental plus

22 ft. 5 in. sign

area variance

(awning sign)

Refund: \$ 367.00

WilsonJones - Carbonize - 51054-NCR Duplicate - 51027-NCL Tripartite

RECEIPT 297867

DATE 7/1/98

RECEIVED FROM Jim Smith Chevrolet

Address One Hundred fifty 00 DOLLARS \$ 150.00

FOR 3BA⁹⁸-250 100

ACCOUNT		HOW PAID		
BEGINNING BALANCE		CASH		
AMOUNT PAID		CHECK	<input checked="" type="checkbox"/>	
BALANCE DUE		MONEY ORDER		

BY Dorothy Harney





Alan Joseph Eoy.

not permitted
used car rental &
sales.

3-1-23.1

Case - Woodson - NC 9000





JIM SMITH CHEVROLET SALES, INC.

ROUTE 208
P.O. BOX 281
WALDEN, NY 12586

THIS MONEY IS EARNED FROM THE SALE OF
NEW & USED CARS, PARTS & SERVICES.
WE WOULD APPRECIATE YOUR BUSINESS.

10-4
220

041362

VENDOR

CHECK #

DATE

OP

BANK ACCT.

AMOUNT

041362

06/26/98

EK

202

\$150.00

*** ONE HUNDRED FIFTY AND 00/100 DOLLARS

PAY TO THE ORDER OF TOWN OF NEW WINDSOR

M & T BANK
MANUFACTURERS AND TRADERS TRUST COMPANY
HUDSON VALLEY DIVISION

John B. Smith
Debra Robena
REGULAR ACCOUNT

#98-22. ⑈041362⑈ ⑆022000046⑆ ⑆1000911125591⑈



JIM SMITH CHEVROLET SALES, INC.

ROUTE 208
P.O. BOX 281
WALDEN, NY 12586

THIS MONEY IS EARNED FROM THE SALE OF
NEW & USED CARS, PARTS & SERVICES.
WE WOULD APPRECIATE YOUR BUSINESS.

10-4
220

041363

VENDOR

CHECK #

DATE

OP

BANK ACCT.

AMOUNT

041363

06/26/98

EK

202

\$500.00

*** FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF TOWN OF NEW WINDSOR

M & T BANK
MANUFACTURERS AND TRADERS TRUST COMPANY
HUDSON VALLEY DIVISION

John B. Smith
Debra Robena
REGULAR ACCOUNT

#98-22 ⑈041363⑈ ⑆022000046⑆ ⑆1000911125591⑈

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Acunzo/Smith Chev.

FILE# 98-22

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA

USE

APPLICATION FOR VARIANCE FEE \$ 150.00

Rec'd. 7/1/98 - ck# 041362

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

Rec'd. 7/1/98 - ck # 041363

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE *6/8/98 - 5 pages* \$ 22.50
 2ND PRELIMINARY- PER PAGE *7/13/98 - 9 pages* \$ 40.50
 3RD PRELIMINARY- PER PAGE \$ _____
 PUBLIC HEARING - PER PAGE \$ _____
 PUBLIC HEARING (CONT'D) PER PAGE \$ _____
 TOTAL \$ 63.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: *6/8/98* \$ 35.00
 2ND PRELIM. *7/13/98* \$ 35.00
 3RD PRELIM. \$ _____
 PUBLIC HEARING \$ _____
 PUBLIC HEARING (CONT'D) \$ _____
 TOTAL \$ 70.00

MISC. CHARGES:

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

LESS ESCROW DEPOSIT \$ 500.00
 (ADDL. CHARGES DUE) \$ _____
 REFUND DUE TO APPLICANT . \$ 367.00

In the Matter of the Application of
ACUNZO, THOMAS/SMITH, JIM

MEMORANDUM OF
DECISION GRANTING
USE & SIGN VARIANCE

#98-22.

WHEREAS, THOMAS ACUNZO, residing at 37 Keats Drive, New Windsor, New York 12553, owner, and **JIM SMITH**, P. O. Box 281, Walden, New York 12586, purchaser, has made application before the Zoning Board of Appeals for a use variance to allow used car sales and rentals and a 22 ft. 6 in. sign variance for a facade sign on an awning located at 556 Route 207 in an NC zone; and

WHEREAS, a public hearing was held on the 13th day of July, 1998 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant appeared by Alan L. Joseph, Esq. and James Smith, proposed lessee and optionee; and

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

WHEREAS, no one spoke in favor or in opposition to the Application; and

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

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

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

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property located on a busy well-travelled state highway containing some residential use but primarily containing other commercial uses, including other lots for used car sales.

(b) The applicant proposes to use this property for used car sales and rentals as well as automobile repairs. There are two other such establishments on Route 207.

(c) The previous use of the property was for automobile repairs and the retail sale of automotive-related items.

(d) The sign that is proposed will be contained entirely on an awning on the building and there will be no freestanding or additional sign. The property has been marketed through a realtor for a year or more prior to the instant application and before it was marketed through a realtor it was marketed privately by the owner. During that time no offers were made from prospective purchasers for any use allowed in the zone in which it is located.

(e) The proposed use, if allowed, will not cause any ponding or collection of water in improving the property for the use and no trees or substantial vegetation will be removed.

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

1. The applicant cannot realize a reasonable return.
2. The alleged hardship to the property in question is unique and does not apply to a substantial portion of the district or neighborhood.
3. The requested use variance, if granted, will not alter the essential character of the neighborhood.
4. The alleged hardship has not been self-created since the hardship to the property existed before the present applicant made its offer.
5. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
6. There is no other feasible method available to the applicant which can produce the benefits sought.
7. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
8. The difficulty the applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
9. The benefit to the applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
10. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and

welfare of the community.

11. The interests of justice will be served by allowing the granting of the requested area variance.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter concerning the area variance for a sign:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the applicant which can produce the benefits sought.

3. The variance requested is not substantial in relation to the Town regulations.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a use variance for used car sales and rentals, and a 22 ft. 6 in. sign area variance for a façade sign on an awning at 556 Route 207 in an NC zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

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

Dated: September 28, 1998.

P. J. Torly

Chairman

ACUNZO/JIM SMITH CHEVY

Mr. Alan Joseph appeared before the board for this proposal.

MR. NUGENT: Request for use variance for used car sales and rentals located at 556 Route 207 in an NC zone.

MR. KRIEGER: Again, Mr. Chairman, I think it's my right for disclaimers. At one point I represented Mr. Acunzo when he purchased this property. I have no relationship with him now. I don't represent Mr. Acunzo or anybody and I have no interest in the property at all.

MR. REIS: Mr. Chairman, the last time these fellows were here I made a comment that I had no agency agreement with them. I still do not but there may be at some time in the future. I'd like to be able to voice an opinion with the board's permission.

MR. NUGENT: What happens in future is of no concern of ours.

MR. TORLEY: Mr. Chairman, as we begin on this matter, just a question. Are used car lots, do they have to go to the planning board for a special permit?

MR. BABCOCK: I don't know about special permit but they have to go for site plan reviews. The reason that we're doing these on what we may consider as a use variance, ordinary variance, whatever you consider it, without this benefit there would be no use in sending him to the planning board. So if he's successful here tonight, then he'll go onto the planning board for his parking and...

MR. NUGENT: Also in reviewing the bulk table, the repair part of this project would go under special use permit.

MR. BABCOCK: Okay. Then he would need a special use permit by the planning board.

MR. JOSEPH: That's already been granted.

MR. BABCOCK: I think Mr. Acunzo already has that.

MR. NUGENT: And they're just going to continue it.

MR. BABCOCK: That's correct.

MR. TORLEY: Within the time limit.

MR. BABCOCK: I don't think there was any time limit on it.

MR. TORLEY: Special use permits don't void after nonuse?

MR. NUGENT: I think two years.

MR. BABCOCK: Only if, no that's a variance or nonconforming use. Special use permits don't expire on their own. The repair is a permitted use in this. Anybody could open up that repair shop tomorrow morning. It's permitted use, it's been approved by the planing board.

MR. JOSEPH: And in fact, the site plan that's before you is basically the old site plan with the addition of certain modifications that we've come before the board to request. Some additional parking which is for the used car lot in the back, as well as basically just the changing usage for some of the existing buildings. But basically that site plan is the same site plan that's on file and was previously approved without those two items.

MR. NUGENT: Well, first let's get the housekeeping. Let the record show there's no one in the audience. Are you on this? Do you want to speak on this?

MR. JOSEPH: He's with us.

MS. BARNHART: Also for the record, I have an Affidavit of Service by Mail stating on July 1st, 1998 I mailed out 23 addressed envelopes containing the public hearing notice pertinent to this application.

MR. NUGENT: To the board, basically we have two notice of disapproval to work on. One of which of course is the sign variance and the other is a use variance. The sign variance is 22 foot 6 inches.

MR. TORLEY: So we're proceeding with the use variance first?

MR. NUGENT: Yup. Let me say something. On their bulk table in an NC zone, this is not allowed.

MR. BABCOCK: That's correct.. That's why they're here tonight.

MR. NUGENT: What zone is it under?

MR. BABCOCK: C zone.

MR. NUGENT: Strictly?

MR. BABCOCK: Strictly.

MR. TORLEY: I think it was in the NC zone and a couple years back you changed the variance.

MR. NUGENT: It's certainly not unique to that area.

MR JOSEPH: No, it's not unique to the area.

MR. NUGENT: There's a half dozen of them.

MR. JOSEPH: You've got photographs attached that show some photos. There's quite a few used car lots in that area, not, might I add, I don't think as attractive as Jim Smith has proposed this lot to be. In fact, this particular lot if you look at the site plan basically other than our sign in the front, the used cars are going to be in the back in the existing back lot that's going to be graded and item four put down with spots for those vehicles. So those vehicles are not going to be lined up alongside of the road as most if not all of the existing used car lots are. In fact, if you take a look at the photos that are attached to the application, see how that Jany's Carburetor, New Windsor Carburetor, Jany's Speed Shop building looks now and then you look at the proposed sketch for wanting the distinction, that also has the sign on there that Jim proposes is besides putting a coat of paint on all their buildings, adding awnings that are going to make it more attractive and put the sign in between two of the kick-outs on the awnings. That's part of the reason, I don't know want to jump ahead, that's part of the reason why the sign variance was requested. Basically, there's 32 1/2 feet between the two kick-outs that are proposed on the awnings and what we want to do is use that space to put the sign imbedded onto or printed onto the awning in order to, do we need a 22 1/2 foot variance because the existing code only allows a 10 foot sign 2 feet high. The awning happens to be 2 feet high in that spot so we don't need a height, we just need a width variance on

the sign. The site plan itself called for restriping the existing parking spots, resealing all existing paved areas, adding new landscaping around the area to make it more attractive and repainting all of the buildings. I've spoken to the telephone company and we're in the process of getting a lease assignment for those 13 spots which are currently shown on the site plan. They were also shown on the original site plan. Mr. Acunzo has been leasing those spots from the telephone company. There's a multi-year lease I think goes to 2005, 10, something like that, and there's an option for renewal thereafter. The lease assignment will be forwarded this week to the telephone company. I don't think there's going to be a problem with that. I think I attached our lease with the Acunzo's. And by the way, also attached is a letter from the Acunzo's indicating that we have the authority to request these variances on their behalf. Our lease with the Acunzo's is contingent upon our obtaining these approvals. We have a lease with an option to purchase the property, it kind of goes hand in hand with our application. Jim is very interested in purchasing this property. There's no sense in purchasing the property if we can't get the variances that are requested. Jim Smith, as you are all aware, is a retail Chevrolet dealer out of Walden and wants to add a used car lot of some substance here in the New Windsor area. He happens to be a New Windsor resident himself and he wants to bring some of that economy into the New Windsor area. If we don't get the variance for the used car lot, then there's not going to be much sense in Jim continuing with this lease. He wants a used car lot, car rental and vehicle maintenance, car repair. Car repair is already approved there. That area I don't think is going to be, and it's our opinion, it's not going to handle just an auto repair shop in and of itself. It's our understanding from the Acunzo's that even before they went to Mr. Reis to list the property back in 1997, they attempted on their own to try and sell that property. They were unable to do so. You've got attached to our application a copy of the listing agreement from Reis Realtors. The listing agreement was dated June 2nd, 1997 to December 2nd, 1997. While there were a couple of bites, from what I understand, on the property none of the bites ended up in any binder being signed. And all required variances, the only apparent use for that property of economic substance, economic value would be a use that would require a variance. The listing agreement was I think

for 299,000 and our lease with an option to purchase is 280,000. We are prepared to go forward with that, and, again, I don't want to repeat myself too often but I'm assuming we can obtain the necessary variances. I think that the upgrades that are proposed, the scheme of the area itself, I mean what you've got there as you're probably well aware, you've got the topless bar across the street, you've got the Chocolate Goose, the old Big Saver gas station which is in disrepair and is vacant and has been vacant for what, two years now. Anybody going in from what I understand from the code is going to have to obtain probably environmental and I would assume another gas station there.

MR. KRIEGER: If I remember correctly, this particular property is it bordered on one side by the telephone company and on the other side by the old Big Saver?

MR. JOSEPH: That's correct. And across the street by the Dangerous Curves.

MR. KRIEGER: Adult entertainment.

MR. TORLEY: Nicely euphemistically put.

MR. JOSEPH: In fact, behind, in that lot that's adjacent to Acunzo's lot and behind the telephone company there's actually a motor vehicle repair for Econo Towing, that's hidden from the road. So there's businesses, again, in that whole general area probably within a three, four square mile radius, there's businesses that are similar to what Jim is proposing. It's not a unique use of that particular area, but I think that based upon the information that's been submitted, based upon the information that was submitted from the realtor, based on the application, it is the most economical use for that area in the sense that we propose a good use, a clean use. It's going to be screened, the vehicles are going to be screened from the road. You're not going to see an eyesore to the extent that most or some used car lots can become. It's not Jim's purpose and in fact as you can see from the plan those cars are going to be in the back.

MR. KRIEGER: Just a point of clarification. When you said bites, it didn't result in any offers, just some vague expressions of interest?

MR. JOSEPH: That's correct.

MR. KRIEGER: And it never went any farther than that?

MR. JOSEPH: That's --

MR. KRIEGER: My understanding is correct?

MR. JOSEPH: Yes.

MR. TORLEY: So it would be your opinion from the data you have, and I guess Mike can jump in because you have an expertise in this area, that this particular piece of property has no reasonable return for any other permit uses in an NC zone?

MR. REIS: Based on our past performance and the lack of sincere interest over the period of time that we had this, we were not able to get anybody that was going to go out of their way with this.

MR. KRIEGER: As a matter a law, you have a very favorable situation here. When a property is offered, it is of necessity, offered for any use that is allowed in that zone. So if there's no response, that takes care of all the uses, all the potential uses, because it means that nobody's interested in any one of them. There's your standard of proof as far as lack of reasonable return. When the statute was originally proposed in Albany, they wanted to make it no return. And no interest is --

MR. TORLEY: Pretty good for no return.

MR. KRIEGER: -- approximately equal to no return.

MR. TORLEY: Mike, were this piece of property transported to a C zone, what if any variances would it require to operate?

MR. BABCOCK: I don't think that I've reviewed that, Larry. But the C zone I know is a 40,000 square foot lot area and I know this is well over that, it contains 1.397 acres. So it's well over the lot size. As far as the buildings, I would assume for 1.3 acres you could put a lot more buildings on this property.

MR. TORLEY: Again, so it would be the opinion of the building department that the proposed use for this if it were in the listed zone --

MR. BABCOCK: I don't think they would be here tonight

other than for the sign.

MR. REIS: If I may add further to your comment, Larry, as counsel has mentioned, all up and down that road there's got to be at least three or four used car lots that are on much smaller pieces of property.

MR. TORLEY: Yes.

MR. REIS: And this 1.3, almost 1.4 acres with the bulk of that in the rear. In my opinion it lends itself very, very, aesthetically, very pleasing without a doubt to look at the existing --

MR. TORLEY: I agree. Yes, this would be a substantial improvement.

MR. KRIEGER: If I'm correct, also this parcel borders on a road which is a business commercial highway, state highway point of fact?

MR. REIS: Mm-hmm.

MR. KRIEGER: And there are no one-family residences anywhere close to this on that road?

MR. BABCOCK: Not on the road.

MR. NUGENT: Not on the road. In back of it.

MR. KRIEGER: I admit that anywhere close is subject to interpretation, so on that road.

MR. REIS: There's a multi-family up the road.

MR. KRIEGER: That's why I said one-family. I know there's a trailer park in the other direction as well.

MR. REIS: I don't recall any one-family.

MR. NUGENT: Mobile home park.

MR. KRIEGER: Manufactured housing community I think they now refer to it as.

MR. NUGENT: Are there anymore questions?

MR. REIS: Do you intend to blacktop the rear yard?

MR. SMITH: Not to start because that's basically an

acre of property and it would probably run to start in the neighborhood of 50 to \$60,000 to obtain blacktopping, so we're going to start with item four. The entire area will be graded, a swell will be put in for proper drainage and then we'll come in with item four and it will be rolled so that it will be a flat surface so the cars can be parked.

MR. TORLEY: So this proposed use will not cause any problems with drainage in the area?

MR. SMITH: No.

MR. KRIEGER: Or create any ponding or collection of water?

MR. SMITH: (Shaking head negatively.)

MR. TORLEY: And you're not taking down any substantial trees?

MR. SMITH: We're not removing any trees, just brush.

MR. NUGENT: Anymore questions? We're going to have to do this in two votes, one being the sign variance and one being the use.

MR. TORLEY: Let's do the use first.

MR. NUGENT: Do the use first, fine.

MR. TORLEY: Mr. Chairman, I move we grant the Acunzo/Jim Smith Chevy their requested use variance.

MS. OWEN: Second.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. NUGENT: I need one for the sign.

MS. OWEN: I make a motion that we approve the sign variance for Acunzo/Jim Smith Chevy --

MR. NUGENT: 22 foot 6 inches it was.

MS. OWEN: 22 foot 6 inch sign variance.

MR. TORLEY: Second.

ROLL CALL

MS. OWEN AYE
MR. REIS AYE
MR. TORLEY AYE
MR. NUGENT AYE

MR. NUGENT: Guys, thank you.

MR. JOSEPH: Thank you.

MR. TORLEY: Mr. Chairman, entertain a motion to adjourn?

MR. NUGENT: We do.

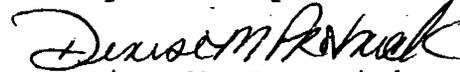
MR. TORLEY: Move to adjourn.

MR. REIS: Second.

ROLL CALL

MS. OWEN AYE
MR. REIS AYE
MR. TORLEY AYE
MR. NUGENT AYE

Respectfully Submitted By:


Denise M. Provnick
Stenographer

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-22

Date: _____

I. ✓ Applicant Information:

- (a) Thomas G. Acunzo, 37 Keats Drive, New Windsor 12553
(Name, address and phone of Applicant) (Owner)
- (b) Jim Smith Chevrolet Sales, Inc. POB 281, Walden 12586 (778-5545)
(Name, address and phone of purchaser or lessee)
- (c) Alan L. Joseph, Esq., 261 Greenwich Ave, Goshen 10924 (294-1100)
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance
- Sign Variance
- Area Variance
- Interpretation

✓ III. Property Information:

- (a) NC 898 Route 207 (Little Britain Rd) 3-1-23.1 1.397 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 6/27/96
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? yes
If so, when? 1986
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: _____

✓ IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use/Bulk(NC) Regs., Col. A/B, to allow:
(Describe proposal) to permit car rental and used car sales

✓(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. Applicant intends to purchase property. Lease/purchase is contingent upon obtaining requested variances. Applicant intends to renovate and upgrade property to improve aesthetics. Property was previously listed for sale unsuccessfully. Only economically feasible use for property requires granting of variances as can be seen from attached Realtor information.

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

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

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

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section ____, Table of _____ Regs., Col. _____.

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

* Residential Districts only

** No-residential districts only

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

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

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

VI. Sign Variance:

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

Table with 4 columns: Sign, Requirements, Proposed or Available, Variance Request. Rows for Sign 1, Sign, Sign 3, Sign.

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

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

VII. Interpretation. N/A

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

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

VIII. Additional comments:

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

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PROJECT I.D. NUMBER

617.21

SEQR

Appendix C

State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT /SPONSOR Jim Smith Chevrolet Sales, Inc.	2. PROJECT NAME Acunzo/Smith
3. PROJECT LOCATION: Municipality Town of New Windsor County Orange	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) 898 Route 207 New Windsor, NY 3-1-23.1	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Lay compacted subgrade item 4 for used car lot in rear, modify existing site plan to add used car sales and car rentals to existing use, reseal paved areas, restripe parking areas, add awnings and landscaping.	
7. AMOUNT OF LAND AFFECTED: Initially <u>1.397±</u> acres Ultimately <u>1.397±</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly but requires permits and use variance for used car sales	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency(s) and permit/approvals use permit from Town of New Windsor for used car sales and car rentals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval Town of New Windsor approval for motor vehicle repair shop	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <u>James B. Smith, President</u>	Date: <u>6/29/88</u>
Signature:	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II—ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.127 If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.67 If No, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 No

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 No

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 No

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 No

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.
 No

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.
 No

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.
 No

D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If Yes, explain briefly

PART III—DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.

Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

 Name of Lead Agency

 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from responsible officer)

 Date

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: May 18, 1998

APPLICANT: Thomas Acunzo
37 Keats Drive
New Windsor, New York 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: May 18, 1998

FOR : Car sales and rentals.

LOCATED AT: 556-Route 207

ZONE: NC

DESCRIPTION OF EXISTING SITE: 3-1-23.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Used car sales are not permitted in a NC zone.


BUILDING INSPECTOR

PERMITTED Not

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: NC USE: Bulk Tables – NC Zone.

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

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

DAYS TO PROCESS

**IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION**

IN CASES but those listed below must be made or Certificate of Occupancy may be withheld
before inspection for one of those listed below. Unless an inspection report is left on the job and
it has not been approved and it is improper to continue beyond that point in the work. Any
work inspected after correction.

RECEIVED

MAY 14 1998

BUILDING DEPARTMENT

... is complete and footing forms are in place (before pouring.)
... inspection. Check here for waterproofing and footing drains.
... gravel base under concrete floors and underslab plumbing.
... when framing is completed and before it is covered from inside and plumbing rough-in.
... insulation.

Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required. \$50.00 charge for any site that calls for the inspection twice. Permit number must be called in with each inspection. There will be no inspections unless yellow permit card is posted. Sewer permits must be obtained along with building permits for new houses. Septic permit must be submitted with engineer's drawing and perc test. Road opening permits must be obtained from Town Clerk's office. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

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

Owner of Premises Thomas G. Acunzo & Janice A. Acunzo

Address 37 Keats Drive, New Windsor, NY 12553 Phone _____

Legal Address same

Name of Architect N/A

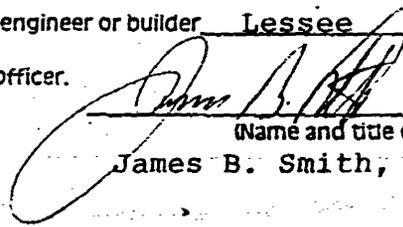
Address _____ Phone _____

Name of Contractor N/A

Address _____ Phone _____

Whether applicant is owner, lessee, agent, architect, engineer or builder Lessee

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



(Name and title of corporate officer)
James B. Smith, President

**Box
FOR OFFICE USE ONLY**

Building Permit # _____

556 Little BRITAIN RD

what street is property located? On the N side of Rt. 207
(N,S,E or W)
_____ feet from the intersection of Rt. 300

Use or use district in which premises are situated NC Is property a flood zone?
N X

Map Description: Section 3 Block 1 Lot 23.1

Describe existing use and occupancy of premises and intended use and occupancy of proposed construction.

Existing use and occupancy retail & repair b. Intended use and occupancy C.2 + C.3
tail & repair, used car sales & rentals

Nature of work (check if applicable) New Bldg Addition Alteration Repair Removal Demolition Other
Require Variance/Permit

Is a corner lot? NO

Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

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 _____

Business, commercial or mixed occupancy, specify nature and extent of each type of use intended use: retail & repair,
used car sales & rentals

Estimated cost _____ Fee _____
To be Paid on this Application

School District New Windsor

Costs for the work described in the Application for Building Permit include the cost of all the construction and other _____

Permit No. _____
Disapproved _____
Approved _____
Fire Insp Examined _____
Bldg Insp Examined _____

Inspector: Michael L Babcock
Inspector: Frank List
New Windsor Town Hall
ON AVENUE
New Windsor, New York 12553
3-4618

Inspector: Michael L Babcock
Inspector: Frank Lisi
Windsor Town Hall
100 Main Avenue
Windsor, New York 12553
3-4618
3-4693 FAX

Blg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

TO:

Planning Board Highway Dept Sewer Water Zoning Board of Appeals

INSTRUCTIONS

- Application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and a detailed description of layout of property must be drawn on the diagram which is part of this application.
- 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.
- Work covered by this application may not be commenced before the issuance of a Building Permit.
- On approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved 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.
- 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.

A STATEMENT IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for repair 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 of Applicant

P.O. Box 281, Walden, NY 12586

(Address of Applicant)

PLOT PLAN

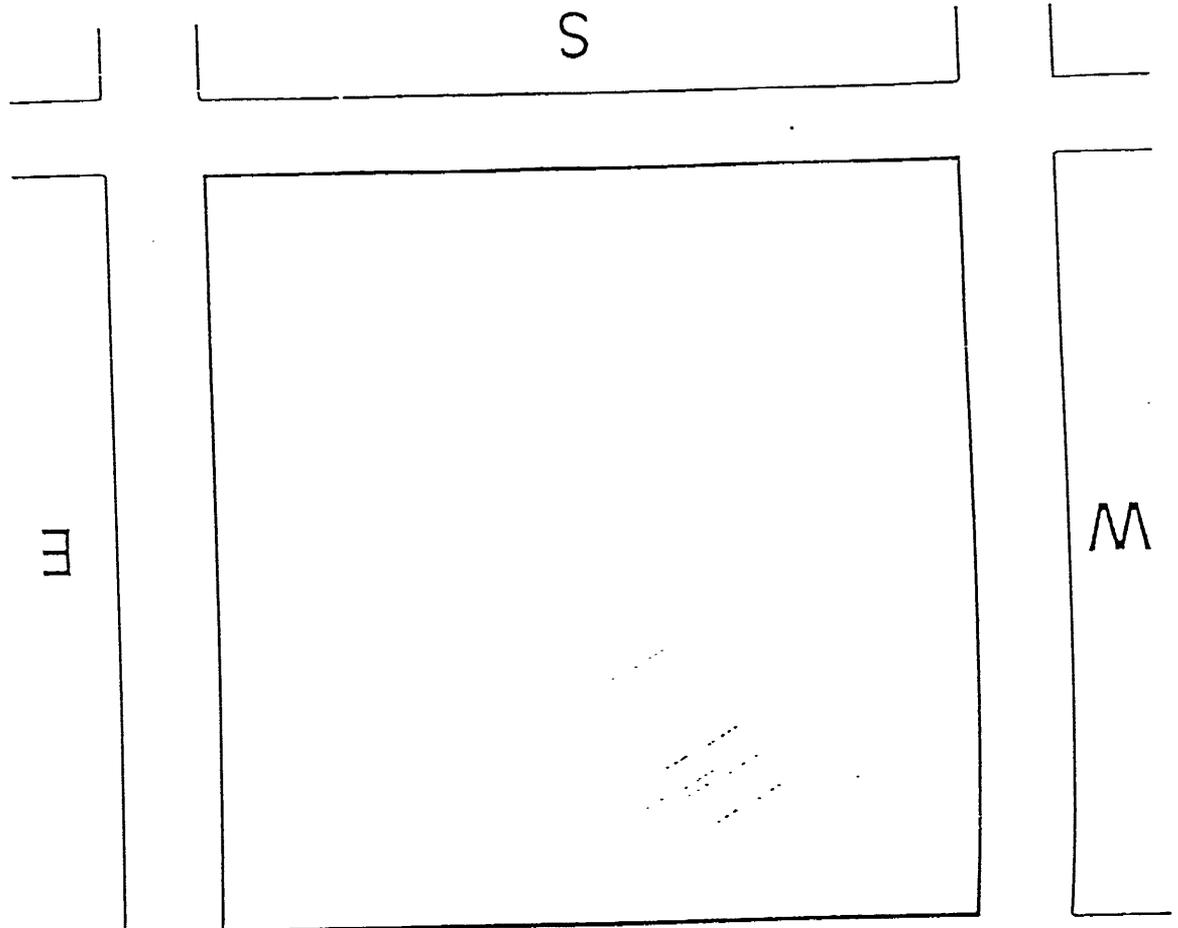
NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.

N

DAYS TO PROCESS

IMPORTANT
ALL REQUIRED INSPECTIONS OF CONSTRUCTION

OSCE cases but those listed below must be made or Certificate of Occupancy may be withheld
for one of those listed below. Unless an inspection report is left on file with the OSCE



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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: July 7, 1998

**APPLICANT: Thomas Acunzo
37 Keats
New Windsor, New York 12553**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: July 7, 1998

FOR : 2' X 32' - 6" Wall sign

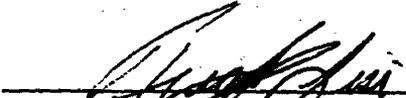
LOCATED AT: 556 Rt. 207

ZONE: N-C Sec/ Blk/ Lot: 3-1-23.1

DESCRIPTION OF EXISTING SITE: 3-1-23.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed wall sign exceeds maximum size.


BUILDING INSPECTOR

PERMITTED 2'-6" x 10'

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: N-C USE: 48-18-H-B-1

SIGN:

FREESTANDING:

HEIGHT:

2'

0

WIDTH:

32' - 6"

22' - 6"

WALL SIGNS:

TOTAL ALL SIGNS:

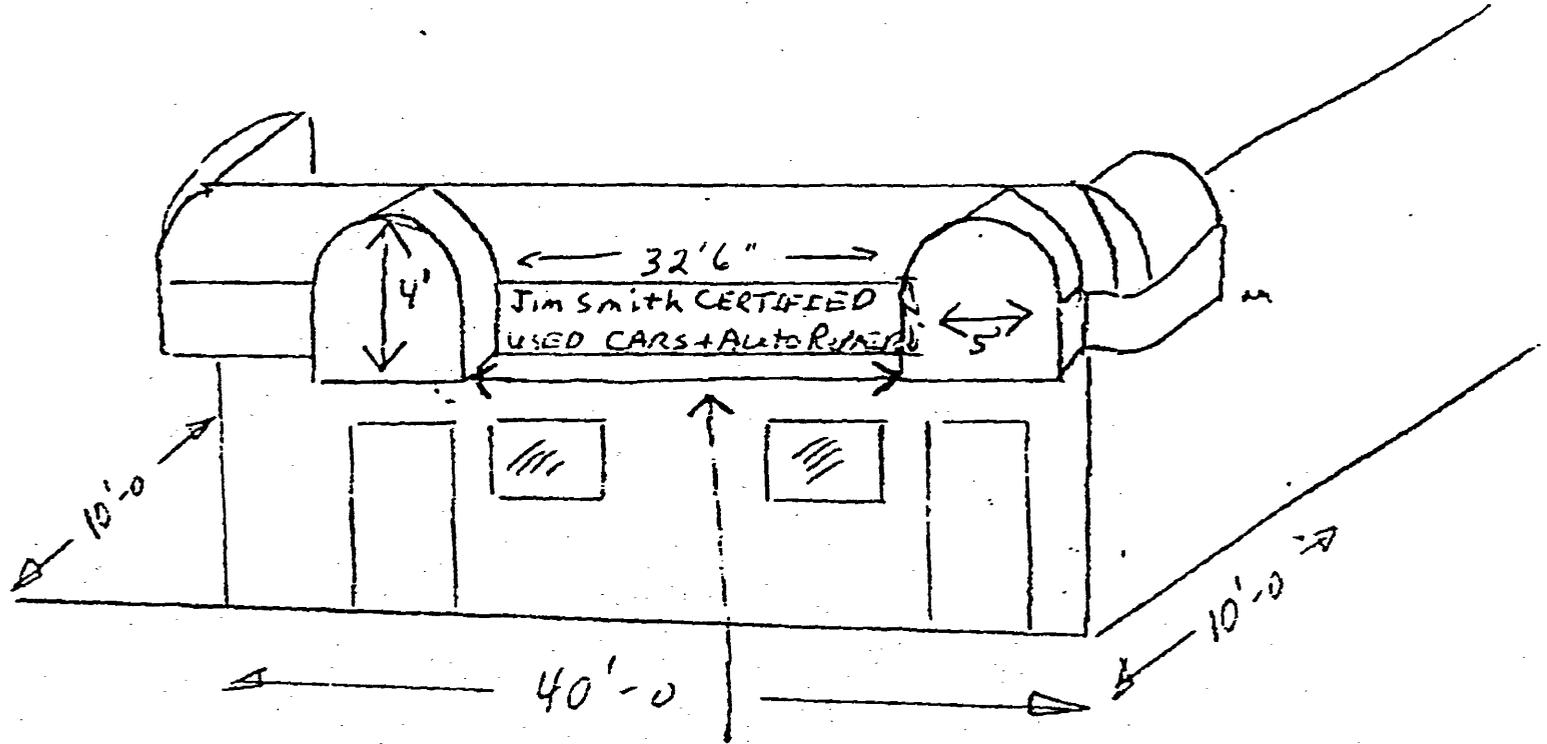
FEET FROM ANY LOT LINE:

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

Jim Smith



AWARDS OF DISTINCTION
by MacMillan Industries
2435 Route 32
New Windsor, NY 12553
(914) 534-4321 Fax (914) 534-4726



Will call you with this measurement



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

In the Matter of the Application for Variance of

Acunzo/Vin Smith Chevy,
Applicant.

#98-22.

**AFFIDAVIT OF
SERVICE BY
MAIL**

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, Windsor, N. Y. 12553.

That on July 1, 1998, I compared the 23 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then 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

1st day of July, 1998.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999



1763

TOWN OF NEW WINDSOR
ASSESSOR'S OFFICE
555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553-6196
Telephone: (914) 563-4633
Fax: (914) 563-4693

(23)

June 23, 1998

Alan Joseph, ESQ
261 Greenwich Ave.
Goshen, New York 10924

Re: Tax Map Parcel # 3-1-23.1

Dear Alan Joseph, ESQ:

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

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's office.

Sincerely

Leslie Cook / eav

Leslie Cook
Sole Assessor

/eav
Attachments

Cc:/ Pat Barnhart, ZBA

Anthony Pavlik
33 Oak St, Apt. #4
Walden, NY 12586

Keith & Elizabeth Reinhold
36 Silver Stream Rd.
New Windsor, NY 12553

Henry Stellwag
470 Little Britain Rd.
Newburgh, NY 12550

New York Telephone Company
Room 3203, 1095 Ave. of the Americas
NY, NY 10036

Eugene Hecht
304 Temple Hill Rd.
New Windsor, NY 12553

Chester Palozzo
21 Silver Stream Rd.
New Windsor, NY 12553

George Damiano & Roger Setya
PO Box 38
Parsippany, NJ 07054

Nome Prop. Inc.
c/o Big Saver Inc.
PO Box 188
Montgomery, NY 12549

Charles & Carol Craft
128 Eustis Ave.
Newport, RI 02840

Mt. Airy Trailer Court Inc.
c/o Patricia Stubbs
PO Box 7359
Newburgh, NY 12550

Linda Pike
PO Box 4976
Woodland Park, CO 80866

Westage Corporation
PO Box 3426
Poughkeepsie, NY 12603

James Petro Jr.
PO Box 928
Vails Gate, NY 12584

Newburgh Society for the Prevention
of Cruelty to Animals
940 Little Britain Rd.
New Windsor, NY 12553

NYS Dept. of Transportation
c/o Airport Director
1035 First St. Stewart Airport
Newburgh, NY 12550

Philip & Guiomar Raiani
PO Box 322
Hillsdale, NJ 07642

Rose Sears
586 Riley Rd.
New Windsor, NY 12553

Raymond Cosgrove & Howard Rice
c/o Julienne Rice
2106 Glen Oaks Court
Charleston, SC 29414

Howard Rice
911 Little Britain Rd.
New Windsor, NY 12553

David Myers
8 Tomahawk Dr.
Wayne, NJ 07470

Gerald Long &
Kelly Dawn
572 Riley Rd.
New Windsor, NY 12553

Excaliber 7 Inc.
4 Cottage St.
Wallkill, NY 12589

Frank & Connie Jannotti Joint Rev. Liv.
Trust
Frank & Connie Jannotti Trust
20 Browns Dr.
New Windsor, NY 12553

THIS AGREEMENT BETWEEN

THOMAS G. ACUNZO and JANICE A. ACUNZO
37 Keats Drive
New Windsor, New York 12553

as Landlord

and

JIM SMITH CHEVROLET SALES, INC.
PO Box 281
Walden, New York 12586

as Tenant

WITNESSETH: The Landlord hereby leases to the Tenant the following premises:

All buildings and real property located at 898 Route 207 (Little Britain Road)

New Windsor, New York (Tax Map Designation 3-1-23.1)

for the term of one (1) year(s)

to commence from the 1st day of June, 1998 and to end on the

31st day of May, 1999 to be used and occupied for

any legal purposes

upon the conditions and covenants following:

1st. That the Tenant shall pay the annual rent of

06/01/98 - 05/31/99 \$ see Schedule attached

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid as follows:

See Schedule attached on or before June 1, 1998, and a like sum on or before the 1st day of every subsequent month during the term of the lease

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs

including repairs to air conditioning, plumbing and heating systems, lifts and compressors should same become necessary, as long as same are in operating condition when tenant takes possession. and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

LANDLORD represents that they have no knowledge of any municipal or environmental violations on the premises. TENANT shall have until July 1, 1998 to perform the necessary searches and/or environmental tests that would reveal such violations. In the event any violations are found, TENANT shall notify LANDLORD in writing of such violations before July 31, 1998 or TENANT shall be deemed to have waived any objection with respect to said violations. Notwithstanding the foregoing, in the event the cost of curing any or all violations exceeds \$1,500.00, LANDLORD shall have the option of cancelling this agreement.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

LANDLORD specifically authorizes the Tenant to sublease the premises to JIM SMITH CERTIFIED USED CARS & AUTO REPAIRS, INC., with the understanding that TENANT shall remain primarily liable hereunder.

~~5th. This lease is contingent upon Tenant being able to operate a motor vehicle repair shop and to sell used vehicles and to rent vehicles on the premises. Tenant shall advise Landlord in writing, received by Landlord no later than April 30, 1998, if Tenant is unable to do so. Should Tenant fail to notify Landlord by that date, Tenant shall be deemed to have waived the provisions of the contingency.~~

6th. This lease is contingent upon Tenant obtaining the consent of New York Telephone Company to Tenant of Landlord's rights in a certain lease between New York Telephone Company and Landlord dated February 24, 1992 (a copy of which is attached hereto). Tenant shall advise Landlord in writing received by Landlord no later than June 15, 1998, if Tenant is unable to do so. Should Tenant fail to notify Landlord by that date, Tenant shall be deemed to have waived the provisions of this contingency.

7th. Landlord agrees to cooperate with Tenant in executing any documents reasonably necessary to obtain Tenant's permits and/or licensing.

8th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any terms of this Lease, then all repairs will be made at the Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of repairs will be added rent.

Landlord has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

9th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

10th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase same; and the Tenant further agrees that on and after the third month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

11th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

2th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises, for and in the name of Landlord. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

14th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

LANDLORD specifically authorizes TENANT to enhance the property with awnings erected substantially in compliance with the artist's renderings attached hereto.

15th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

16th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

17th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

18th. The Tenant has this day deposited with the Landlord the sum of \$3,500.00 as one month's security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. In addition, said security shall be returned to Tenant, if this lease is cancelled in accordance with paragraph "5" of this Agreement.

17. That the security deposited under this lease shall not be mortgaged, signed or encumbered by the Tenant without the written consent of the Landlord.

18th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by

Tenant, it is hereby agreed that the Tenant shall remain liable and shall in monthly payments the rent which accrues subsequent to the re-entry by Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

26th. The Tenant waives all rights to redeem under any law of the State of New York.

27th. This lease and the obligations of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

28th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

29th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

Tenant shall pay for all utilities including electric, gas, telephone, heating and air conditioning.

31st. If Tenant shall be in default hereunder and if Landlord shall institute summary proceedings based on said default, Tenant will reimburse Landlord for expense of attorneys' fees and disbursements incurred by landlord so far as same are reasonable.

32nd. It is understood that Tenant shall be responsible to keep areas in front of and in back of said premises free of snow, ice and debris and in a neat and fashionable order at tenant's expense.

33rd. Landlord shall pay all state, county and town taxes on the premises, as well as all school taxes on the premises.

34th. With the exception of the provisions of paragraph ~~28~~³³, it is the intention of the parties that the rent provided for in paragraph 1 herein, shall be "net" to the Landlord and that Tenant shall be responsible for all costs associated with the premises whether or not expressly indicated herein.

35th. Tenant shall provide and keep in force and effect during the term of this Lease for the benefit of the Landlord and Tenant, general liability policies in standard form protecting the Landlord and Tenant against any liability whatsoever occasioned by accidents or disasters on or about the demised premises or any appurtenances thereto, including the sidewalks in front of same. Such policies are to be written by good and solvent insurance companies satisfactory to Landlord in the sum of \$500,000.00 in respect to injuries to any one person, \$1,000,000.00 in respect to any one accident, and \$250,000.00 for property damage.

36th. In consideration of TEN THOUSAND & 00/100 dollars (\$10,000.00) paid to LANDLORD, the receipt of which is hereby acknowledged, provided TENANT is not in default hereunder, hereby gives to TENANT, the exclusive option of buying, for the price of TWO HUNDRED NINETY THOUSAND & 00/100 dollars (\$290,000.00), the following described real estate with the improvements thereon, situated in the County of Orange, State of New York, to-wit:

Real Property Located at 892 Route 207, New Windsor,
New York, Tax Map Designation (Sec 3-Block 1-Lot 23.1)

TENANT shall have the right to close title on or before the 31st day of May, 1999, at which time Landlord will deliver a good and sufficient Bargain and Sale Deed. Upon the delivery of said deed, Landlord is to be paid the further sum of TWO HUNDRED AND EIGHTY THOUSAND dollars (\$280,000.00), which shall be payment in full for the above described property. If the option is not exercised on or before the above specified date, LANDLORD will retain the said consideration as liquidated damages. If the option is closed within the specified time, the said consideration is to be applied toward the purchase price. Landlord agrees to close title within 30 days of receipt of written notice from Tenant that Tenant wishes to exercise the option. Landlord covenants that they are owners in fee simple of the demised premises. Said option monies shall be held in escrow until Tenant obtains the required municipal permits/variances at which time such monies shall be released to Tenant.

37th. Simultaneously with the execution of this lease TENANT agrees to purchase from LANDLORD the following items presently located on the premises for the purchase price of SEVEN THOUSAND TWO HUNDRED dollars (\$7,200.00): showcases, tables, chairs, mechanical parts, ignition parts, carburetor kits, exhaust pipes, muffler extension pipes, speed shop parts and accessories AS LANDLORD. In the event said municipal permits/variances are denied or either party opts to cancel this Contract pursuant to the terms of paragraph "5", Landlord shall promptly refund said option monies to Tenant.

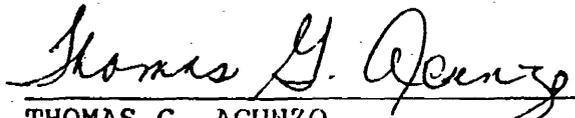
ALL AS brake lathe and tire machine and all transmission jacks. All items
sold in their current AS IS condition unencumbered by any liens or
security interests.

AND THE SAID LANDLORD doth covenant that the said Tenant on paying the
said yearly rent, and performing the covenants aforesaid, shall and may
peacefully and quietly have, hold and enjoy the said demised premises for the
term aforesaid, provided however, that this covenant shall be conditioned
upon the retention of title to the premises by the Landlord.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and
agreements contained in the within lease shall be binding upon the parties
hereto and upon their respective successors, heirs, executors and
administrators.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and
seals (or caused these presents to be signed by their proper corporate
officers and caused their proper corporate seal to be hereto affixed) this
day of 1998

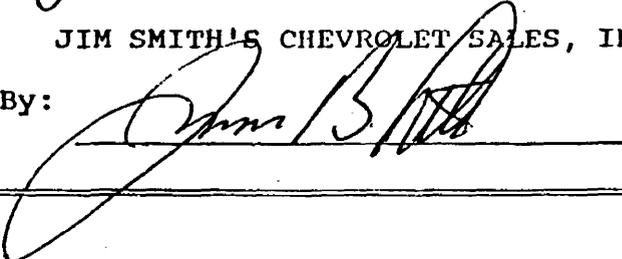
Signed, sealed and delivered
in the presence of


THOMAS G. ACUNZO


JANICE A. ACUNZO

JIM SMITH'S CHEVROLET SALES, INC.

By:



THOMAS G. ACUNZO and JANICE A. ACUNZO

37 Keats Drive
New Windsor, New York 12553

Landlord

and

JIM SMITH CHEVROLET SALES, INC.

Tenant

LEASE

Dated,

1998

Schedule of Payments

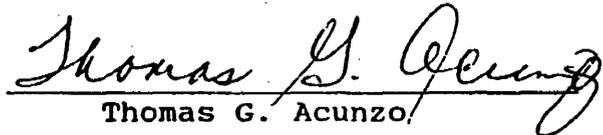
The parties agree that the monthly rental payments for the aforesaid premises shall be as follows, unless this agreement is cancelled by either party in accordance with the terms of this agreement set forth above:

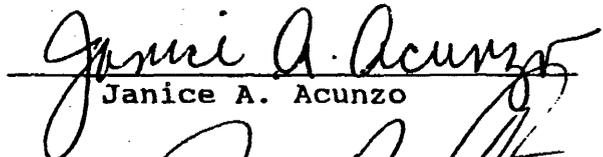
- A. \$2,000.00 on or before June 1, 1998.
- B. \$2,200.00 on or before July 1, 1998.
- C. \$2,400.00 on or before August 1, 1998.
- D. \$2,600.00 on or before September 1, 1998.
- E. \$2,800.00 on or before October 1, 1998.
- F. \$3,000.00 on or before November 1, 1998.
- G. \$3,500.00 on or before December 1, 1998, and a like sum on or before the 1st day of every subsequent month during the remainder of the lease.

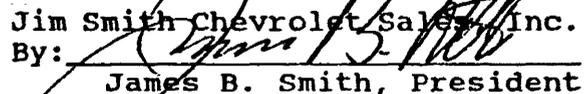
RIDER

NOTWITHSTANDING ANYTHING TO THE CONTRARY OR INCONSISTENT HERewith IN THE MAIN AGREEMENT TO WHICH THIS IS A RIDER, OR TO ANY OTHER RIDER ATTACHED HERewith, THE PARTIES AGREE THAT THE FOLLOWING PARAGRAPHS OF THE MAIN AGREEMENT SHALL BE REPLACED AS FOLLOWS:

5th. This lease is contingent upon Tenant being able to operate a motor vehicle repair shop and to sell used vehicles and to rent vehicles on the premises. Tenant shall promptly apply for all use permits required. Tenant shall promptly file a modified site plan proposal with the Town of New Windsor and shall be solely responsible for all application fees, engineering fees and legal fees involved in said approval process. If Tenant has not obtained the required use permits by December 31, 1998 either party, upon written notice to the other, shall be entitled to cancel this lease. In the event Tenant is denied any such license or use permit, at any time during such application process, Tenant shall have the option to cancel this lease upon written notice to Landlord. Security deposit and \$10,000.00 binder to be held in escrow until permits are approved.


Thomas G. Acunzo


Janice A. Acunzo

Jim Smith Chevrolet Sales, Inc.
By: 
James B. Smith, President

Janice & Thomas Acunzo
37 Keats Drive
New Windsor, N. Y., 12553
(914) 561-8054

June 1, 1998

To whom it may concern;

Mr. Jim Smith has been given permission by my wife, Janice Acunzo, and myself, Thomas Acunzo to appear before the town of New Windsor concerning 898 Route 207, Little Britain Road, New Windsor, New York.

We are the present owners and Jim Smith is the perspective buyer.

Respectfully,
Thomas Acunzo
Janice Acunzo

Janice Acunzo Janice Acunzo
Thomas Acunzo Thomas Acunzo

M. Reis Realtors

(914) 496-5970
FAX (914) 496-7680

P.O. Box 472
77 East Main Street
Washingtonville, N.Y. 10992

June 10, 1998

Mr. Alan Joseph
261 Greenwich Avenue
Goshen, NY 10924

Re: Acunzo
556 Rt. 207
New Windsor, NY

Tax Map Reference: Sec. 3 Blk. 1 Lot 23.1

Dear Mr. Joseph:

Enclosed paperwork per your request. Listing agreement from 6/2/97 to 12/2/97. In this time period and beyond as recently as April 98 we have had the opportunity to present this property to several potential purchasers. All inquiries and uses were necessary to obtain a variance from the Town of New Windsor. Unfortunately none of the potentials were willing to take the time, energy and necessary funds to make their use a reality.

If I may say so, the variance that is being requested, in my opinion is the highest and best use of this property.

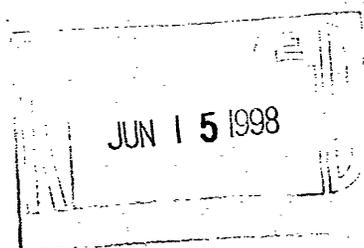
If I can assist you or your client, or if you have any questions or concerns, please do not hesitate to contact me.

Respectfully,

M. Reis Realtors



Michael Reis, CRB, CRS, GRI



"We make it happen."



MLS#: 236281



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Orange County, New York 6/2, 19 97.

1. Grant of Exclusive right to sell. In consideration of M. Reis Realtors
(hereinafter referred to as BROKER), submitting the property located at 556 Route 207 Hycos W. Conn.

to the MULTIPLE LISTING SERVICE OF THE ORANGE COUNTY ASSOCIATION OF REALTORS, INC., (hereinafter referred to as OCMLS), under its MULTIPLE LISTING RULES AND REGULATIONS, and in further consideration of said BROKER undertaking to find a purchaser for said property, the undersigned, (hereinafter referred to as OWNER), hereby gives to said BROKER the sole and exclusive right to sell said property for \$ 299,000. The OWNER hereby authorizes the BROKER to submit this listing to the OCMLS and make an offer of cooperation to all participants in the OCMLS and any other cooperating agent authorized under the law to receive a commission and with whom the listing BROKER deems it appropriate to cooperate in the OWNER'S best interest.

2. Period of AGREEMENT. This AGREEMENT shall be effective from the above date and shall expire at midnight on 12/2, 1997.

3. OWNER'S Authorization and Obligation. The OWNER understands that in order to facilitate and expedite the sale of said property, the OWNER hereby authorizes the BROKER to make and use photographs of said property, grants the BROKER exclusive "FOR SALE" sign privilege on said property, consents that said property may be shown at any reasonable hour, and agrees to refer any and all inquiries concerning said property to BROKER. Should the OWNER desire to rent said property during the period of this AGREEMENT, said BROKER is hereby granted the sole and exclusive right to rent the same, and is hereby also granted the sole and exclusive "FOR RENT" sign privilege. It is agreed that this property is listed in full compliance with local, state, and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, or children.

4. Purchaser's Mortgage (If applicable). The OWNER agrees to accept a purchase offer contingent for a reasonable period of time, on the Purchaser's ability to finance the purchase price by any of the prevailing methods of mortgage financing. Any other type of mortgage loan or financing must be approved by the OWNER.

5. Brokerage Fee: Amount, When Due and Payable. If, during the period of this AGREEMENT, or any extension thereof, a transfer, sale or exchange of the property is made, effected or agreed upon with anyone, the OWNER agrees to pay the BROKER a commission

of 5 % of the sale price, or \$ 14,950. Further, this commission will be due and payable if after the expiration date of this AGREEMENT and during the 3 months thereafter, a purchaser buys the property who was (i) shown the property by a licensed agent or participant in OCMLS and/or (ii) made aware of the property by a participant in OCMLS or the OWNER during the term of the listing; or any extension thereof, provided OWNER has been personally introduced to or has received written notification of the names of the prospective purchasers before or upon termination of this AGREEMENT or any extension thereof. However, the OWNER shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of such protection period with another licensed real estate broker and said sale, lease, transfer or exchange of the property is made by such broker during the term of said protection period.

4 1/2 % on balance for 1st yr. 3 1/2 % of less balance to be paid after the year.
6. Subagency. BROKER is hereby authorized not authorized to make an offer of subagency to any OCMLS participant. OWNER is aware that OWNER could be liable for the misrepresentations, if any, of agent and subagents. If OWNER incurs a loss, as a result of misrepresentation of the agent and subagents, OWNER may be entitled to bring legal action against the responsible agent and subagents for reimbursement of such loss. BROKER acknowledges that they will pay a fee of 2.5 % of the sale or exchange

price, or \$ _____ to any OCMLS participant acting in the capacity of Subagent.

7. **Buyer Agency.** BROKER is hereby authorized not authorized to make an offer of cooperation to any OCMLS participant acting in the capacity of a Buyer's Agent. OWNER understands that such Buyer's Agent will be representing only the interests of the prospective purchaser. BROKER acknowledges that they will pay a fee of 2.5 % of the sale or exchange price, or \$ _____ to any OCMLS participant acting in the capacity of Buyer's Agent.

8. **Lockbox.** OWNER gives to BROKER the right to install a Supra Lock Box on the above described property for the purpose of allowing M.L.S. Brokers and salespeople access to the home.

9. **Termination:** I understand that if I terminate the listing broker's authority prior to expiration of its term, that the listing broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of my early termination of this agreement.

THE OWNER HAS READ AND UNDERSTANDS THIS AGREEMENT AND DOES HEREBY ACKNOWLEDGE RECEIPT OF A COPY THEREOF. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO. AGREED TO AND ACCEPTED BY:

<u>Michael Reis</u> (BROKER) X <u>Michael Reis</u> (By Authorized Representative)	<u>6/2/97</u> Date	X <u>Thomas G. O'Leary</u> (OWNER) X <u>Thomas G. O'Leary</u> (OWNER)	<u>6/2/97</u> Date <u>6/2/97</u> Date
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THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE FOLLOWING EXPLANATIONS ARE UNDERSTOOD. An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the OWNER of a property, find a buyer for your house, or if another Broker finds a buyer, you must pay the agreed commission to the present BROKER. An "EXCLUSIVE AGENCY" listing means that if you, the OWNER of a property, find a buyer, you will not have to pay a commission to the BROKER. However, if another Broker finds a buyer, you will owe a commission to both the selling Broker and your present BROKER.

<u>Michael Reis</u> (BROKER) X <u>Michael Reis</u> (By Authorized Representative)	<u>6/2/97</u> Date	X <u>Thomas G. O'Leary</u> (OWNER) X <u>Thomas G. O'Leary</u> (OWNER)	<u>6/2/97</u> Date <u>6/2/97</u> Date
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Pls. publish on 7/1/98. Send
bill to:

FAX 9142941447

ALAN JOSEPH, ESQ.

261 Greenwich Ave., Goshen NY 10924. PO2

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

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

Appeal No. d2

Request of Acunzo/Smith

for a VARIANCE of the Zoning Local Law to Permit:

car rental and used car sales in an NC zone;

being a VARIANCE of Section 48-9 - Table of Use Regs. - Col. A

for property situated as follows:

898 Route 207 (Little Britain Road)

known and designated as tax map Section 3, Blk. 1, Lot 23.1

SAID HEARING will take place on the 13th day of July, 19 98 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

JAMES NUGENT
Chairman

By: Patricia A. Bamber,
Secy.

Date 6/18/98, 19.....

TOWN OF NEW WINDSOR

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

TO DR.

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

DATE		CLAIMED	ALLOWED
6/18/98	Zoning Board	75.00	
	Misc - 2		
	Blair Mars - 7		
	Bloemer - 5		
	Aunzo/Smith - 5 22.50		
	Torrey - 5		
	Walthe - 3		
	Demilt - 2		
	Weller - 2	<u>139.50</u>	
	31		
		214.50	

ACUNZO/SMITH

MR. KRIEGER: Before you open it up on this particular application, I represented one of the applicants, Mr. Acunzo at the time that he purchased the premises, that was some time ago, I have no, other than representing him at that time, I have no interest in it personally, financially or otherwise. But I just want to disclose that former representation in case it comes up.

MR. NUGENT: I don't have any problem with that.

MR. TORLEY: No. Thank you for mentioning it. Andy's always been very careful to lay out any potential even hypothetical conflicts so we'd be aware of them.

MR. KRIEGER: Thank you.

MR. REIS: I also had a prior commitment to the Acunzo family on this, I am no longer affiliated with them.

MR. NUGENT: Fine. Request for use variance to allow used car sales and rentals (Jim Smith Chevrolet) at 556 Route 207 in an NC zone.

Mr. James Smith and Alan Joseph, Esq. appeared before the board for this proposal.

MR. JOSEPH: I'm the attorney for Jim Smith Chevrolet, Jim Smith is here as well. Couple weeks ago, Jim Smith entered a lease with an option to purchase the property from Mr. Acunzo, it's a one year lease, we've got subject to us obtaining the approvals of the board in order to operate as a used car dealership car rental dealership and auto repair shop, auto repair shop is an existing use I believe under the site plan that Mr. Dragon submitted back in 1986. It was approved. We're trying to expand on that to include car rentals and used car sales. As you can see from the updated site plan that I just provided to you as well as a copy of a drawing from Awnings of Distinction, what Jim's proposing to do is fill in the back lot and put the used cars in the back lot, the used cars are not intended on being in the front where they can be seen from the highway. Although, I think he would like to

put two or three in the front just for marketing purposes. But if that is a problem, that is not an insurmountable problem. His main objective is to hide them in the back, put awnings in the front as you can see, dress up the shop, dress up the area. There is two existing buildings on there, the front building which was the speed shop and part sales or carburetor shop, he intends to put an awning around it, use that as the office for the cars sales, also put some, and for the office, for the car rentals in the back portion of that building, there's a finishing area to use it as a prep shop for the used cars and then there is the back building which is existing, it's a two or three bay building where the auto repairs are, they are not doing anything now, but where there were auto repairs, he is going to continue to use that as an auto repair shop. I don't think that he intends to upgrade and renovate the area as you can see from the plan, he's going to repaint the entire area, all the buildings he is going to improve that particular area itself, he's going to put a chain link fence across part of the area so you can't drive through the back that is shown on the plan, back's going to be filled in with Item 4, compacted for the vehicles so that the vehicles can be parked in the back. It is his intent if things work out to purchase the property and to continue to operate there. So, that is why we entered into the lease with the option and again that lease is really contingent and the option is contingent on us obtaining the necessary plans and the approval here.

MR. KRIEGER: You have to get planning board approval. Site plan isn't approved here.

MR. JOSEPH: Yes, I understand that.

MR. KRIEGER: This board handles if, they handle how.

MR. JOSEPH: First step is here if we get the approvals here and then the planning board I'm sure we'll approve subject to whatever engineering needs to be done, whatever we need to do to satisfy them we'll do that but we first have to get the uses out of the way. I know and that is why we're here to clarify and hopefully to obtain the uses that we need specifically

car rental and the used car sales. That lot I don't think it's any good right now in the position that it is in, I don't think it's any good as a motor vehicle repair shop. I don't think anybody's going to be able to make a go of it just as a motor vehicle repair shop, I think somebody's either going to have to tear it down and figure out something else or to try and put something like Jim's planning on doing to, bring that into a viable alternative. And I think it will, if anything, it will dress up the area, I don't think it's going to deteriorate the area. That is basically the application.

MR. TORLEY: Mike, what's the classes permitted use they'd have, I mean.

MR. BABCOCK: The repair's permitted, the retail store is permitted, the only thing that is not permitted is the used car rental and used car sales.

MR. TORLEY: Rental is not permitted?

MR. JOSEPH: I don't think there's a prohibition against used car rentals, I don't see anything in the code that specifies no used car rental.

MR. BABCOCK: I don't think there is.

MR. KRIEGER: Your client wouldn't be interested in only renting without selling so the question is somewhat academic.

MR. BABCOCK: I don't think the code talks about car rentals at all anywhere.

MR. TORLEY: The difficulty as Andy has I'm sure informed you probably not necessary but the use variances are tough things to obtain cause the closest thing that would require a use variance but obviously to make it viable, you need the used car sales.

MR. JOSEPH: Absolutely, that is the whole, I think everybody is aware Jim Smith is a Chevrolet dealer out of Walden and basically, what he wants to do is move a portion of his used car sales into New Windsor area.

We're talking about I think 114 used car spaces in the back which I think is fairly substantial amount of vehicles and could be a very substantial economic base to the New Windsor area. One thing I'm not quite sure of is has a car sales been written out of the entire code?

MR. BABCOCK: No, it's allowed in the C zone.

MR. JOSEPH: Cause I notice in '96 it was written out as definition of retail.

MR. BABCOCK: Yes.

MS. OWEN: Mike, that used car sales right up the street from that are they in the C zone?

MR. BABCOCK: No, they are in an NC zone, also, it was my feeling that retail sales whether you sold shoes or cars was retail and so therefore, there was one car dealer that went in and then next one went in and then the town board had a meeting and we talked about it and they said that the code specifically says in the definition that it was retail store was allowed in this zone and not retail sales. So they took it out, the part of it like the gentleman said and also that the retail used cars are allowed in the C zone but they are not mentioned in the NC zone.

MR. TORLEY: This is a fair piece from a C Zone, isn't it?

MR. BABCOCK: Yes.

MR. JOSEPH: For whatever it's worth that that particular lot I think has been on the market for sale for substantial period of time and nobody has even come close to looking at that lot, I suppose for the public hearing maybe what we ought to do is bring some pictures in but you look at that lot the way it is, I don't foresee anybody putting anything in there.

MR. KRIEGER: You'll have to bring in pictures and the use variance criteria require proof of hardship in dollars and cents proof which means that you will have

to show how long it was marketed, to whom and as what. To show that the dollars and cents proof that is necessary, 267B of the Town Law.

MR. TORLEY: One of the pieces of evidence that has been useful in the past whether or not they have been successful have been licensed appraisers, correct me I've got the terminology wrong, licensed appraisers for an evaluation of the property for any permitted use you have to show that you cannot get a reasonable return for any permitted use and that is the kind of evidence that we use.

MR. KRIEGER: If the board sets you up for a public hearing and you want to talk about it, call me.

MR. JOSEPH: Yeah.

MR. NUGENT: Anymore questions? I'll accept a motion.

MR. REIS: Make a motion that we set up Acunzo/Smith for a public hearing on their property at 566 Route 207.

MS. OWEN: Second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. TORLEY: We need a proxy.

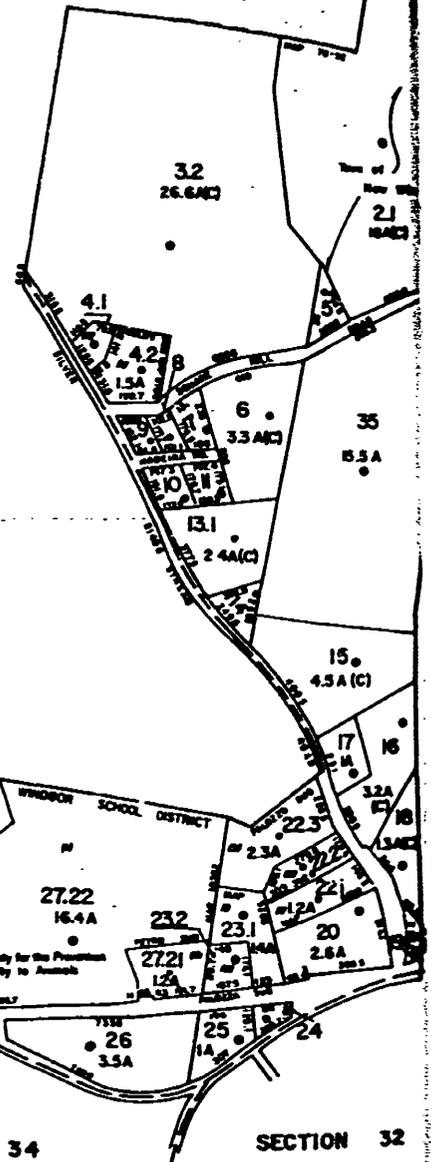
MR. KRIEGER: Not if Jim Smith is apparently one of the applicants and he's here, so if neither one were here, then you would need one. Alan, probably be a good idea to get a proxy from the owner, that way you're covered.

OF NEWBURGH

1
L.11
772.7A (C)
D.O.T.

Stewart Airport

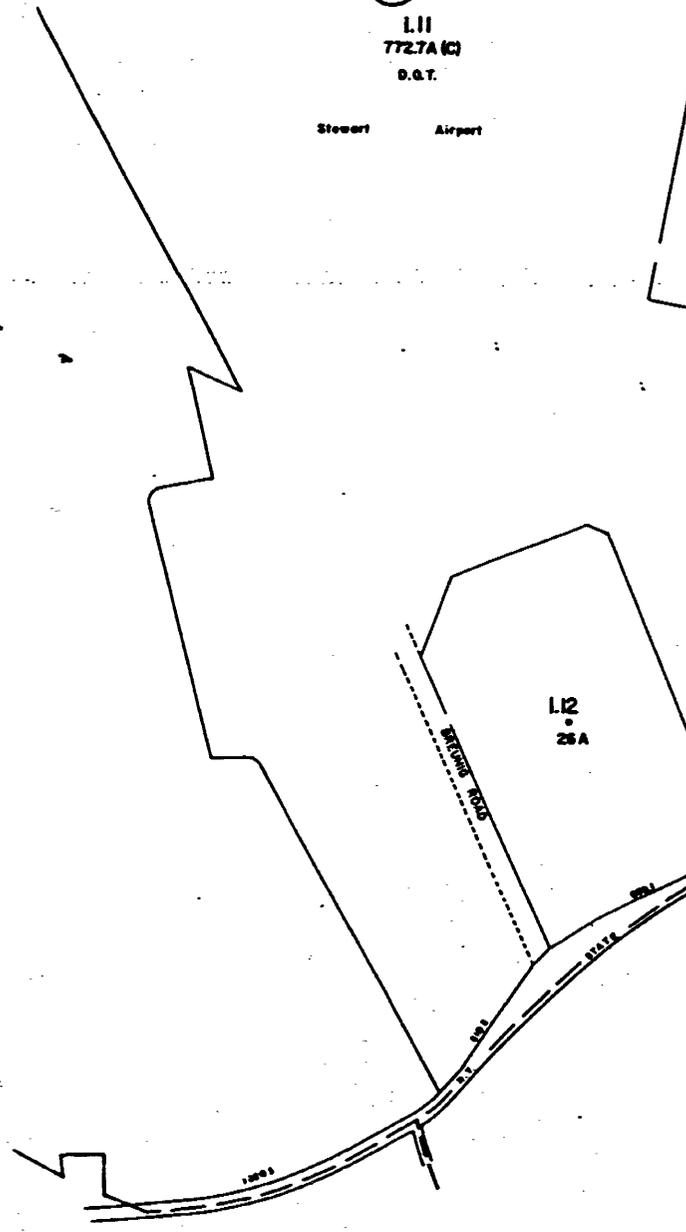
TAKENWAY



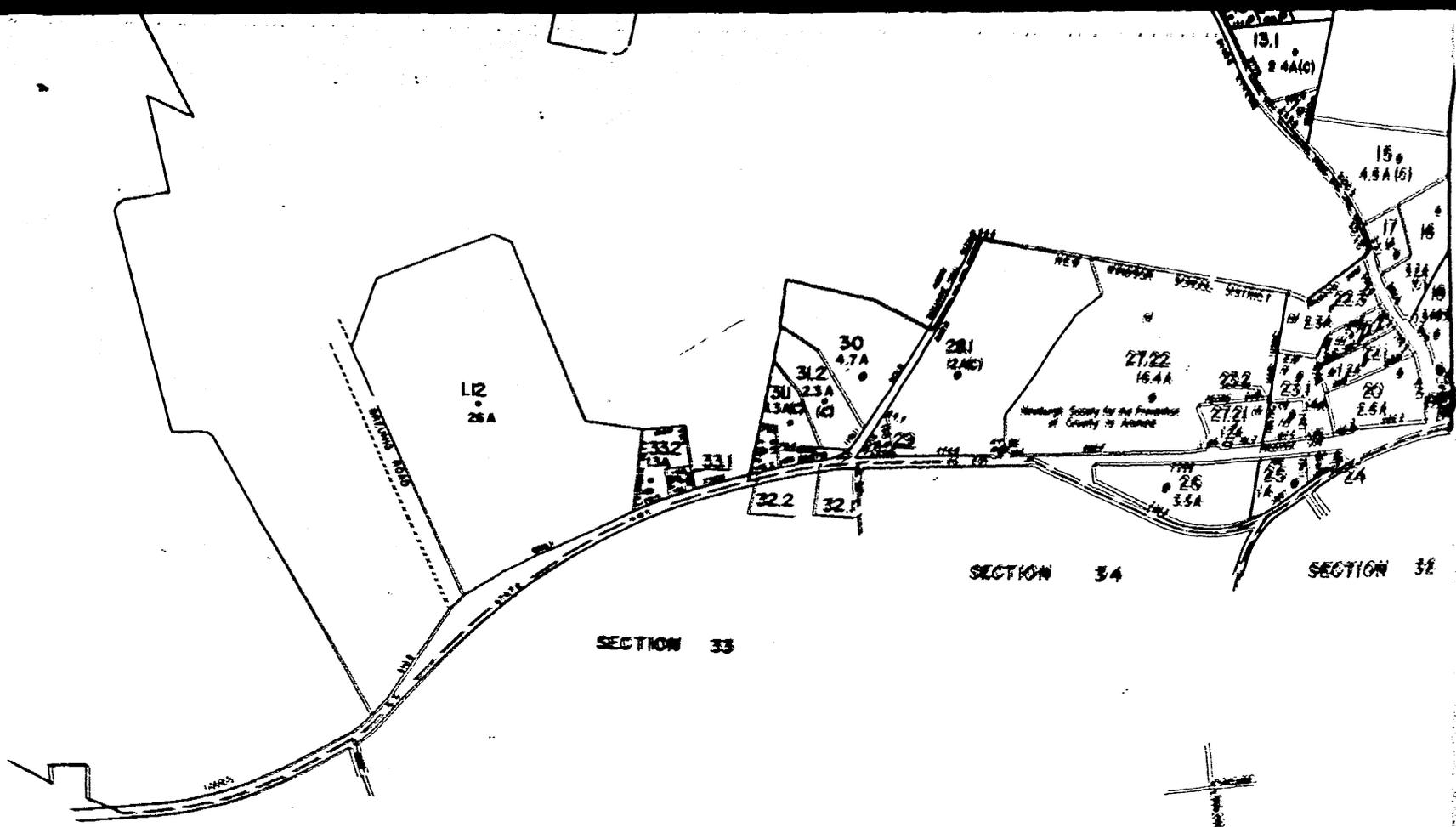
SECTION 34

SECTION 32

SECTION 33



1803



SECTION 32

SECTION 33

SECTION 34

SECTION 32

ALL NEWBURGH SCHOOL
ALL VAN'S GATE FARM

FILED PLAIN SURVEY NO.	(2) (2)
FILED PLAIN LOT NO.	1111
SCALE IN FEET	1" = 4000'
COUNTY RECORDS	SECTION 33, TOWN 32
TOWN RECORDS	TOWN 32

ORANGE COUNTY-NEW YORK

Filed to Map: 85-4888, 4889, 4897

Date of Map: 9-26-97

Date of Filed to: 3-11-98

Date of Revision: 3-11-98

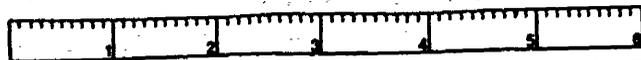
Scale: 1" = 4000'

TOWN OF NEW BRUNSWICK

Section No. 3



SCALE IN 1/10 OF AN INCH



1-800-345-7334

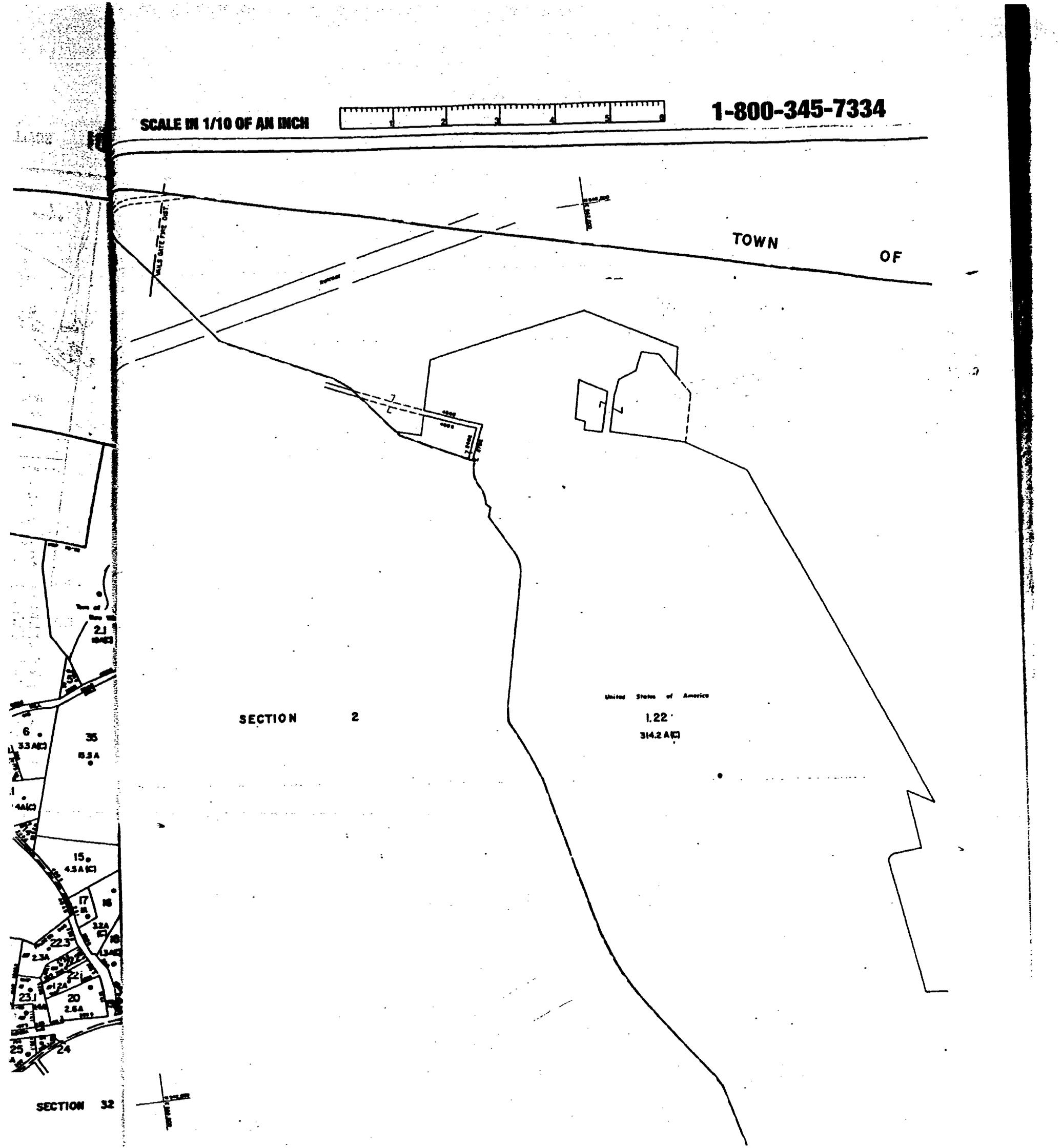
TOWN OF

SECTION 2

United States of America

1.22
314.2 AC

SECTION 32





SECTION 32



SECTION 32

ALL NEWBORN SCHOOL
ALL VALE GATE FENCE

LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO. (A)	FILED PLAN BLOCK NO. (C)
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO. 32	FILED PLAN LOT NO.
BLOCK & SECTION LIMIT	MATCH LINE	AREAS (Deed) 11.12, (Calculated) 11.6 AC	STATE HIGHWAYS N.Y. STATE
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Deed) as (Sec'd) 755	COUNTY HIGHWAYS COUNTY NO.
PROPERTY LINE		TOWN ROADS TOWN #	

OF NEW WIN



ONLY

3

RYANCE



- NOTES:
1. OWNER: THOMAS & JANICE ACUNZO KEATS DRIVE NEW WINDSOR, N.Y. 12550
 2. DATE OF SURVEY - MAY 24, 1986
 3. TAX MAP REF. SECT 3, BLOCK 1, LOT 23
 4. DEED REF-LIBER 1356, PG. 302
 5. APPLICANT- JIM SMITH CHEVROLET ROUTE 208 WALDEN, N.Y. 12586
 6. ZONING-NC
FRONT YD. 40 FT.
REAR YD. 15 FT.
SIDE YDS. 15/30 FT.
 7. PARKING: 18 SPACES REQ'D, 18 PROVIDED
 8. 4 EMPLOYEES WILL BE WORKING ON THE SITE.
 9. ALL EXISTING PAVED AREAS WILL BE RESEALED, PARKING AREAS ON PAVEMENT WILL BE RE-STRIPED & NEW LANDSCAPING WILL BE PROVIDED, EXISTING BUILDINGS WILL BE RE-PAINTED.
 10. 114 SPACES FOR USED & RENTAL AUTOS.

SITE PLAN - JIM SMITH CERTIFIED USED CARS & AUTO REPAIRS

TOWN OF NEW WINDSOR ORANGE COUNTY, N.Y.

SCALE 1"=20' JUNE 4, 1988

BY: J. DRAGAN



JOHN J. DRAGAN, P.E., L.S.
PERRY CREEK ROAD
WASHINGTONVILLE, N.Y.
N.Y. L.S. NO. 49170, P.E. NO. 42601