

ZB# 86-27

Apollo Land Development

9-1-15.1

Prelim:

Aug. 11, 1986.

Public Hearing

9/8/86.

8/14/86, Notice to Sentinel

Notify OCPD. - 8/20/86.

9/9/86 - Decision

Grant Use/Segm

Variances

General Receipt

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

8047

September 5, 19 86

Received of Apollo Land Development Inc \$ 50.00

Fifty and 00/100 DOLLARS

For Application Fee for Variance - ZPA

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>Cash</u>		<u>50.00</u>

By Pauline H. Townsend

Town Clerk

Title



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

September 9, 1986

¹⁷⁶³
APOLLO LAND DEVELOPERS
335 Temple Hill Road
New Windsor, N. Y. 12550

Attn: Mr. John Brugmann, President

RE: APPLICATION FOR USE/SIGN VARIANCES
#86-27

Dear John:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to grant the above request for use and sign variances. This decision was made at the September 8, 1986 meeting.

Formal decision will be drafted at a later date and acted upon by the Board. You will be receiving a copy by return mail.

Best regards.

Very truly yours,

PATRICIA DELIO
Secretary to Zoning Bd. of Appeals

/pd
cc: Town Building Inspector
Planning Board

NEW WINDSOR ZONING BOARD OF APPEALS
Regular Session
August 11, 1986

MEMBERS PRESENT: JACK BABCOCK, CHAIRMAN
RICHARD FENWICK
JOSEPH SKOPIN
DANIEL P. KONKOL
VINCENT BIVONA
JOHN PAGANO

MEMBERS ABSENT: JAMES NUGENT, VICE CHAIRMAN

ALSO PRESENT: PATRICIA DELIO, Secretary
JOSEPH P. RONES, ESQ.

The August 11, 1986 session of the Zoning Board of Appeals was called to order at 7:30 p.m. Secretary called the roll.

Motion was made by Richard Fenwick, seconded by Daniel P. Konkol, to accept the minutes of the 7/11/86 meeting as written. ROLL CALL: 6-0.

PRELIMINARY MEETING:

BECHLE, NADINE & ROGER -

Request for variance for fence 20 ft. off property line for keeping of one (1) horse in R-3 zone. Location: Beattie Road. Fence has to be 75 ft. off property line. Applicant present.

After some discussion, motion was made by Vincent Bivona, seconded by Daniel P. Konkol, to schedule this matter for a public hearing upon the return of the completed paperwork. ROLL CALL: 6-0.

* * *

PRELIMINARY MEETING:

APOLLO LAND DEVELOPMENT, INC. -

Request for use and sign variances for construction of mini-mall on west side of Route 32 (front portion of Calvet Tool Rental property). Property zoned PI. Retail stores not permitted. Present: Patrick Kennedy and Robert Waxtel of Apollo.

Patrick Kennedy presented the plans for the construction of the one-story mini-mall with ingress and egress. Plans have already been presented to the DOT with no objection. Board requested a copy of the easement agreement, list of the type of offices proposed and applicant's plans for dealing with the utility lines which are present.

After discussion, motion was made by Joseph Skopin, seconded by Richard Fenwick, to schedule a public hearing upon the completed paperwork. ROLL CALL: 6-0.

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

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

Appeal No. 27

Request of CALVET TOOL RENTAL, INC./APOLLO LAND DEVELOPERS

/ for a VARIANCE ~~SPECIAL PERMIT~~ of

the regulations of the Zoning Ordinance to permit construction of a mini-shopping mall

in a Planned Industrial (PI) zone with insufficient sign area;

being a VARIANCE ~~SPECIAL PERMIT~~ of

Section 48-9 - Table of Use/Bulk Regs.-Col. A

48-18 - Table of Bulk Regs.-Col. N

for property situated as follows:

124 Windsor Highway (front portion), Town of

New Windsor, New York known and designated as

Tax Map Section 9-Block 1-Lot 15.1.

SAID HEARING will take place on the 8th day of September, 1986, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

JACK BABCOCK
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

86-27

Date: 8/13/86

I. Applicant Information: CALVET TOOL RENTAL, INC.

- (a) 124 Windsor Highway, New Windsor, N. Y. 12550 x
(Name, address and phone of Applicant) (Owner)
- (b) APOLLO LAND DEVELOPERS, 335 Temple Hill Rd., New Windsor, NY
(Name, address and phone of purchaser or lessee)
- (c) -
(Name, address and phone of attorney)
- (d) -
(Name, address and phone of broker)

II. Application type:

- Use Variance Sign Variance
- Area Variance Special Permit

III. Property Information:

- (a) PI 124 Windsor Highway 9-1-15.1 1.8 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 7/12/73
- (e) Has property been subdivided previously? Yes When? 1973
- (f) Has property been subject of variance or special permit previously? Yes When? 1973
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: None

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use Regs., Col. A, to allow:
(Describe proposal) Construction of mini-mall with retail stores and office use.

(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.

The 1.8 acre parcel has been offered for sale as zoned for more than 10 years by owner. Applicant feels that the parcel will not yield a reasonable return as zoned and is requesting a use variance for relief of situation.

V. Area variance:

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

Requirements	Proposed or Available	Variance Request
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**		

* Residential Districts only

** Non-residential districts only

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

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18, Table of Use/Blk Regs., Col. N _____.

	Requirements	Proposed or Available	Variance Request
* Sign 1	60 s.f.	60 s.f.	0
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	60 sq.ft.	60 sq.ft.	0 sq.ft.

* Directory-type sign is proposed which will not exceed 60 s.f. in size. Therefore, no sign variance will be required.

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

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

VII. Special Permit:

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

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant intends to construct a mini-mall of block and steel construction with sufficient parking. The structure will be one-story and will conform to the neighboring properties which are commercial in nature.

IX. Attachments required:

- Copy of letter of referral from Bldg./Zoning Inspector.
- Copy of tax map showing adjacent properties.
- Copy of contract of sale, lease or franchise agreement.
- Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR.
- Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 8/13/86

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

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

John Brugmann
(Applicant)
APOLLO LAND DEVELOPERS:
By: John Brugmann, President

Sworn to before me this
25th day of August, 19 86.

Patricia Delio

PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 5970775
Qualified in Orange County
Commission Expires March 30, 1987.

XI. ZBA Action:

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

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



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

July 22, 1986

(11)

Re: 9-1-15.1

To whom it may concern:

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

The charge for this service is \$35.00. Please remit the same to the Town Clerk, Town of New Windsor.

Very truly yours,

Christian E. Jahrling
JK

CHRISTIAN E. JAHRLING, IAO
SOLE ASSESSOR

CEJ/jk



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Roman Catholic Church of St Joseph
6 St Joseph Pl 449 491 852 ✓
New Windsor NY 12550

Orsini Mario & Marion ✓
103 Windsor Highway
New Windsor NY 12550
449 491 853

Calvet Tool Rental & Service Center
124 Windsor Highway 449 491 861 ✓
New Windsor NY 12550

Honsberg Margaret 449 491 862 ✓
114 Windsor Highway
New Windsor NY 12550

DeCrosta James V & Regina ✓
108 Windsor Highway 449 491 860
New Windsor NY 12550

Bernstein Arnold A
102 Windsor Highway 449 491 859 ✓
New Windsor NY 12550

Kim Doo Joseph 449 491 858 ✓
425 Angola Rd
Cornwall NY 12518

Impellittiere Gerald I Jr ✓
46 Oakwood Terrace 449 491 857
New Windsor NY 12550

Borchert Ernest H Jr & Robert A
Lattintown Rd 449 491 856 ✓
Marlboro NY 12542

Scott H Morton 449 491 855 ✓
Orzechowski Leon
178 Grand St
Newburgh NY 12550

Monaco Frank & Frances ✓
122 South William St 449 491 854
Newburgh NY 12550

ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

-----X
In the Matter of the Application of
APOLLO LAND DEVELOPERS/CALVET TOOL
RENTAL, INC.

DECISION GRANTING
USE & SIGN VARIANCE

#85-27.
-----X

WHEREAS, CALVET TOOL RENTAL, INC., (owner) a domestic corporation having an office 124 Windsor Highway, New Windsor, N. Y., and APOLLO LAND DEVELOPERS, (contract purchaser), a domestic corporation having an office at 335 Temple Hill Road, New Windsor, New York, have made application before the Zoning Board of Appeals for a use and sign variances for the purposes of:

Construction of mini-mall on 1.8 acres of land at 124 Windsor Highway in a PI (Planned Industrial) zone;

WHEREAS, a public hearing was held on the 8th day of September, 1986 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, Applicants John Brugmann and Robert Waxtel appeared in behalf of APOLLO LAND DEVELOPERS; and

WHEREAS, the application was unopposed; and

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

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

2. The evidence shows that applicant owner CALVET has had the subject property for sale for a number of years but have not been able to sell the property as zoned.

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

1. The evidence indicates that the aforesaid circumstances or conditions are such that the strict application of the provisions of the local law would deprive the applicant of a reasonable use of such land.

2. The evidence indicates that the plight of the applicant is due to unique circumstances and not to general conditions suffered by other persons within the same zone since the 1.8 acre parcel has been offered for sale previously as zoned but has not been able to be sold.

3. The evidence shows that the application as presented does not alter the essential character of the neighborhood.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grants a use variance and 60 sq. ft. sign area variance in accordance with plans submitted and dated 7/8/86.

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 the applicant.

Dated: September 22, 1986.


Chairman

Pat
②

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. Date 7-18 1986

To APOLLO LAND DEVELOPMENT
335 TEMPLE HILL RD
NEW WINDSOR N.Y.

PLEASE TAKE NOTICE that your application dated 7-16 - 1986
for permit to BUILD MINI MALL RETAIL + OFFICES
at the premises located at WEST SIDE RT 32 2000 FEET
FROM UNION AVE.

is returned herewith and disapproved on the following grounds:

PROP IS ZONED PI RETAIL STORES NOT PERMITTED
ALSO SITE PLAN APPROVAL
ALSO SIGN VARIANCE

① Use - retail + office use
② Sign - Directory - type
sign - 80 sq. ft. required

Michael Babcock
Building Inspector

Requirements	Proposed or Available	Variance Request
Min Lot Area		
Min Lot Width		

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date 7-18 1986

To APOLLO LAND DEVELOPMENT

335 TEMPLE HILL RD

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ALSO SITE PLAN APPROVAL

ALSO SIGN VARIANCE

① Use - retail + office use.
② Signs - Directory - type sign - 80 sq. ft. required

Michael Babcock
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.	<u>1</u>	<u>1</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	<u>7%</u>	<u>7%</u>
Floor Area Ratio**		

* Residential Districts only
** Non-residential districts only

Name of Owner of Premises DeVilbiss Land Development, Inc.

Address 335 Temple Hill Rd Phone 562-8500

Name of Architect Whitefield

Address Wisner Ave Newburgh Phone

Name of Contractor Owner

Address Same Phone 562-8500

State whether applicant is owner, lessee, agent, architect, engineer or builder: Corporation, owner, builder
If applicant is a corporation, signature of duly authorized officer.

John R. Regan Pres.
(Name and title of corporate officer)

1. On what street is property located? On the West side of RT 32
(N. S. E. or W.)
and 2000 feet from the intersection of Union

2. Zone or use district in which premises are situated

3. Tax Map description of property: Section 9 Block 1 Lot 151

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Residential b. Intended use and occupancy Commercial

5. Nature of work (check which applicable): New Building Addition Alteration Repair Removal
Demolition Other

6. Size of lot: Front 437 Rear 333 Depth 200 Front Yard..... Rear Yard..... Side Yard.....
Is this a corner lot? N.D.

7. Dimensions of entire new construction: Front 200 Rear 200 Depth 50 Height 14' Number of stories 1

8. If dwelling, number of dwelling units NA Number of dwelling units on each floor.....
Number of bedrooms..... Baths..... Toilets.....
Heating Plant: Gas..... Oil..... Electric...../Hot Air..... Hot Water.....
If Garage, number of cars.....

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use... mini mall
retail + office mixed

10. Estimated cost 300,000 Fee.....
(to be paid on filing this application)

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

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be

Name of Contractor ... U.S. ...

Address ... S.A.M.E. ... Phone ... 562-8500

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

John Bergmann Pres. (Name and title of corporate officer)

1. On what street is property located? On the West side of RT 32 and ... feet from the intersection of ...

2. Zone or use district in which premises are situated

3. Tax Map description of property: Section 9 Block 1 Lot 151

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction: a. Existing use and occupancy Vacant b. Intended use and occupancy Commercial

5. Nature of work (check which applicable): New Building Addition Alteration Repair Removal Demolition Other

6. Size of lot: Front 437 Rear 333 Depth 200 Front Yard Rear Yard Side Yard Is this a corner lot? No

7. Dimensions of entire new construction: Front 300 Rear 300 Depth 50 Height 14 Number of stories 1

8. If dwelling, number of dwelling units NA Number of dwelling units on each floor Number of bedrooms Baths Toilets Heating Plant: Gas Oil Electric/Hot Air Hot Water If Garage, number of cars

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use mini mcd retail + office mixed

10. Estimated cost 300,000 Fee (to be paid on filing this application)

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

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

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

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

- 1—When excavating is complete and footing forms are in place (before pouring).
2—Foundation Inspection - check here for waterproofing and footing drains.
3—Inspect gravel base under concrete floors, and underslab Plumbing.
4—When framing is completed, and before it is covered from inside, and Plumbing rough-in.
5—Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.
6—Driveway inspection must meet approval of town Highway Inspector.
7—\$20.00 charge for any site that calls for the same inspection twice.

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

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

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

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

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....7-16-1986.....

INSTRUCTIONS

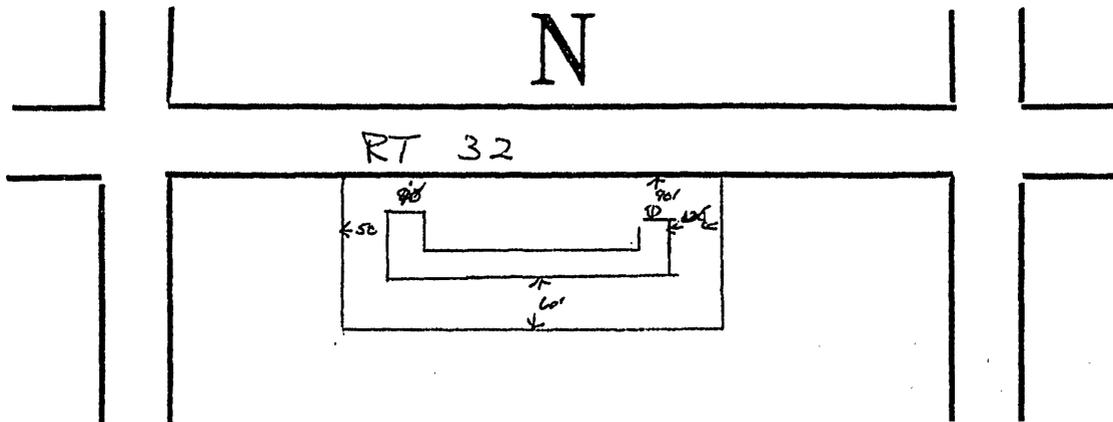
- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout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

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

.....*John Brugnara*.....*335 Temple Hill Rd New Windsor*.....
(Signature of Applicant) (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.



Highway
Sewer
Water
Zoning Board of Appeals

Date..... 7-16 - 1986

INSTRUCTIONS

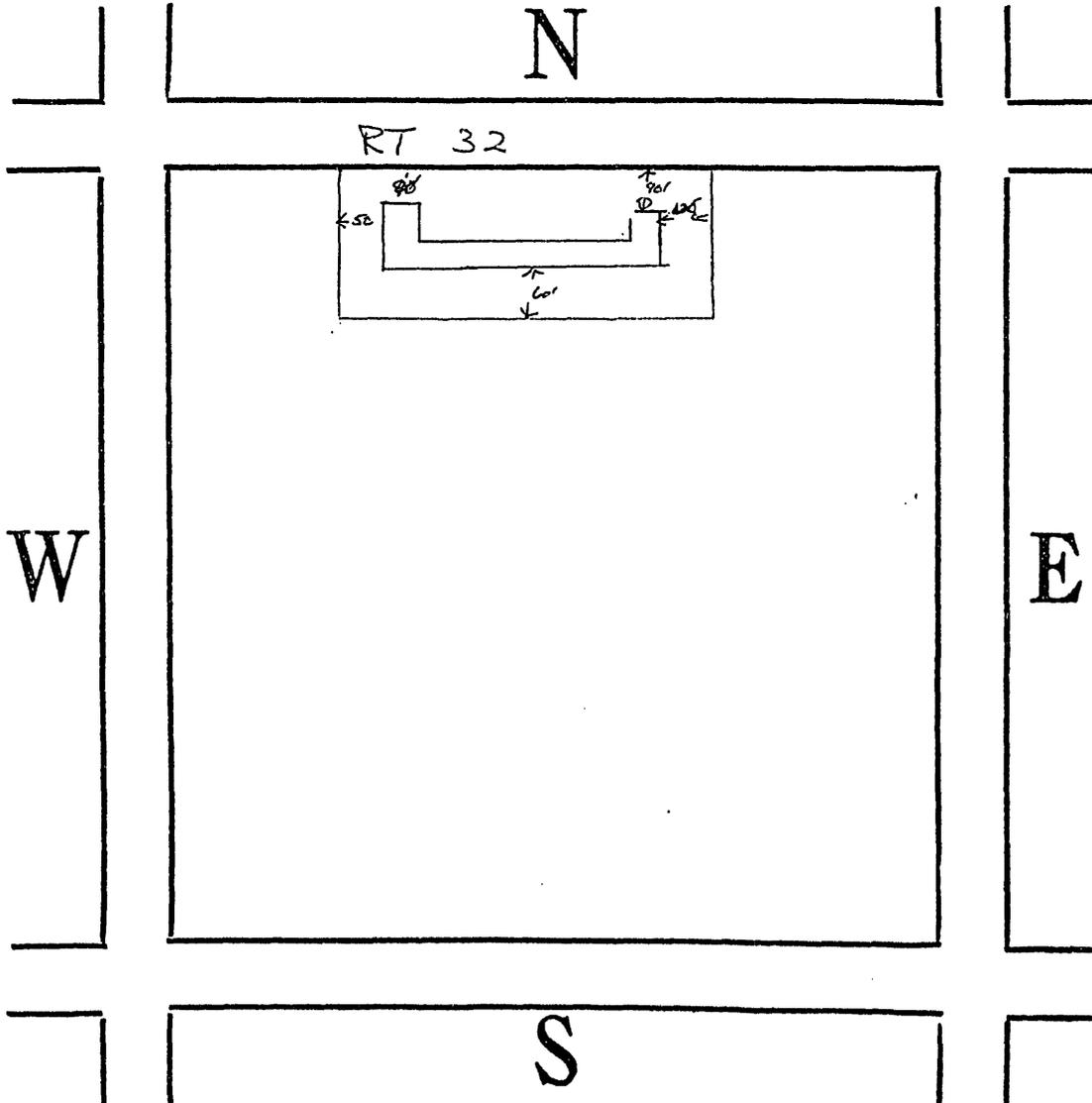
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..... *John Brugnara* *335 Temple Hill Rd New Windsor*
(Signature of Applicant) (Address of Applicant)

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.



LAW OFFICES
OF
ARNOLD A. BERNSTEIN

(914) 565-8990

102 WINDSOR HIGHWAY
NEW WINDSOR, NEW YORK 12550

October 20, 1986

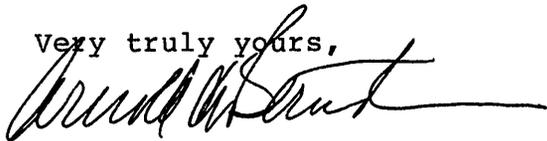
Zoning Board
Town of New Windsor
555 Union Avenue
New Windsor, New York 12550

RE; APPOLLO LAND DEVELOPMENT CORP. FROM CALVET TOOL RENTAL,
INC.
OUR FILE NO. 5233

Gentlemen:

We represent Appollo Land Development Corp. who is in the process of purchasing approximately 1.8 acres on Route 32, Town of New Windsor, New York, (Tax Map Designation: Section 9, Block 1, Lot 15.1) from Calvet Tool Rental, Inc. who we understand have made an application for a variance and/or approval of a strip mall. Please be good enough to advise us of the status of their application.

Very truly yours,



ARNOLD A. BERNSTEIN

AB/T

10/23/86 - Formal decision
Submitted to Mr.
Bernstein.

P.

RECEIVED
ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR

OCT 23 1986

BY: Patricia Pelis

B.

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION
(Variances, Zone Changes, Special Permits, Subdivisions)

Section A. - To be completed by Local Board having jurisdiction.
To be signed by Local Official.

Local File No. 86-27

1. Municipality Town of New Windsor Public Hearing Date 9/8/86

City, Town or Village Board Planning Board Zoning Board of Appeals

2. Applicant: NAME Apollo Land Developers / Calvet Tool Rental

Address 124 Windsor Highway, New Windsor, NY

Attorney, Engineer, Architect Patrick T. Kennedy, L.S. Surveyor

3. Location of Site: 124 Windsor Highway
(street or highway, plus nearest intersection)

Tax Map Identification: Section 9 Block 1 Lot 15.1

Present Zoning District PD Size of Parcel 1.8 acres

4. Type of Review:

Special Permit Use* _____

Variance* Use Const: of mini-mall - retail stores
Area Sign - directional

Zone Change* From: _____ To: _____

Zoning Amendment* To Section: _____

Subdivision** Major _____ Minor _____

8/22/86
Date

Patricia Delio Secy
Signature and Title

*Cite Section of Zoning Regulations where pertinent
**Three (3) copies of map must be submitted if located along County Highway, otherwise, submit two (2) copies of map.

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

LOF-
9/8/86.

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

THIS AGREEMENT, made the _____ day of _____, nineteen hundred and eighty-six
BETWEEN

CALVET TOOL RENTAL, INC., with principal offices at
Route 32, New Windsor, New York

hereinafter described as the seller, and

APPOLLO LAND DEVELOPMENT CORP. with principal offices at
Temple Hill Road, New Windsor, New York,

hereinafter described as the purchaser.

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, ~~with the buildings and improvements thereon erected~~, situate, lying and being in the Town of New Windsor consisting of vacant land of approximately 1.8 acres on Route 32, New Windsor, New York known as Section 9 Block 1 Lot 15.1 on the Assessment Roles of New Windsor and being more fully described in Schedule A hereto.

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

2. The price is One Hundred Ten (\$110,000.00) Thousand Dollars Dollars, payable as follows:

Ten Thousand (\$10,000.00) Dollars,
on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

Twenty Thousand (\$20,000.00) Dollars,
in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

~~by taking title subject to a _____ mortgage now a lien on said premises in that amount, bearing interest at the rate of _____ per cent per annum, the principal being due and payable~~

Eighty Thousand (\$80,000.00) Dollars,
by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money first mortgage on the above premises, in that amount, payable over seven (7) years

together with interest at the rate of ten per cent per annum payable interest only on the first day of the month next succeeding closing in an amount representing all interest accrued from the day of closing to the last day of the month and on the first day of each month thereafter until the loan has been fully repaid the sum of \$ _____ representing principal and interest calculated at a seven year amortization rate.

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees. Preparation fee \$150.00, 1/4% ~~of the mortgage tax to be paid by the mortgagee.~~

~~If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing _____ mortgage of \$ _____ any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than _____ per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

~~5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.~~

6. Said ~~premises are sold and are to be conveyed subject to:~~ sale is subject to:
a. Zoning regulations and ordinances of the city, town, or village in which the premises lie which are not violated by existing structures.
b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Purchasers ability to obtain planning board approval for strip mall and for septic system to be used in connection therewith. Purchaser shall make application diligently for all such approvals. In the event the approvals are not obtained by September 30, 1986 this contract shall be null and void.

e. Satisfactory access to Windsor Highway; (f) The maximum cost for the septic system and the minimum number of acceptable retail outlets to be furnished to the Seller by the purchasers after the first Planning Board Meeting. (g) In the event a variance is required for retail outlets the Purchasers shall have the option to terminate this contract.

h. The seller shall grant to the purchaser an easement for egress & ingress over an existing road along the southerly perimeter of the parcel being conveyed.

~~All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.~~

~~8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 564-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.~~

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.

10. The following are to be apportioned:
(a) Rents as and when ce (b) Interest on mortgages (c) Premi existing transferable insurance policies or renewals of those expiring to the closing. (d) Taxes and sewer rem ny, on the basis of the fiscal year for which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.

Omit Clause 8 if the property is not in the City of New York. Clause 9 is usually omitted if the property is not in the City of New York.



ELIAS D. GREVAS, L.S.
LAND SURVEYOR
33 QUASSAICK AVENUE
NEW WINDSOR, NEW YORK 12550
(914) 562-8667

LAND SURVEYS
SUBDIVISIONS
SITE PLANNING
LOCATION SURVEYS

4 June 1986

DESCRIPTION
for
Lot 1
Calvet Tool Rental, Inc. Subdivision
Town of New Windsor, Orange County, New York

All that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, being Lot 1, as shown on a map entitled "Subdivision for Calvet Tool Rental, Inc., Minor Subdivision", said map having been filed in the Orange County Clerk's Office on 20 June 1984 as Map No. 6610, and being more particularly described as follows:

BEGINNING at a point in the westerly line of the N.Y.S. Highway known as Route 32, (S.H. 9033), said point being at the intersection of said line with the northerly line of the Grantors, and running thence, the following courses:

1. Along the westerly line of Route 32, S 38° 28' 15" W, 437.16' to a point;
2. Along Lot 2, as shown on the above-referenced subdivision map, N 51° 31' 45" W, 22.77' to a point;
3. Still along Lot 2, N 22° 20" W, 167.58' to a point;
4. Still along Lot 2, N 16° 10' 24" E, 111.47' to a point;
5. Still along Lot 2, being in part along a retaining wall, N 31° 36' 32" E, 221.84' to a point in the northerly line of lands of the Grantor;
6. Along said line, S 59° 12' W, 240.00' to the point or place of BEGINNING.

CONTAINING 80,736 square feet, 1.85 Acres of land, more or less.

RIDER TO CONTRACT OF SALE

Notwithstanding anything to the contrary contained in the contract between the parties hereto, of which this addendum is hereby made a part of, the seller agrees with the purchaser as follows:

1. The purchaser may inspect the premises on reasonable notice prior to the closing.
2. The Seller agrees to maintain the premises in substantially the same condition as existed at the time of inspection by the purchaser.
3. Seller agrees to incorporate into the deed such survey description as shall be furnished by the purchaser if the survey is certified as accurate to the seller.
4. The down payment hereunder shall be held in escrow by the attorney for the seller and payment to the Seller's attorney shall be deemed payment to the seller.
5. If seller is ready, willing and able to convey title to the premises pursuant to the contract, and the purchasers default, then the down payment shall be retained by the seller as liquidated damages and there shall be no further liability to the escrowee, seller or purchaser under this contract. Any default to be determined by a court of competent jurisdiction.
6. In the event the premises are serviced by a well or other private water supply, the Seller represents that the source of said water supply is located wholly within the perimeter of the premises being conveyed and this representation shall survive delivery of the deed.
7. In the event the premises are serviced by septic system the Seller represents that at the time of the closing the septic system will be in working order and that the septic system including leaching fields are all located within the perimeter of the parcel being conveyed and comply with all regulations of any governmental entity having jurisdiction and this paragraph shall survive delivery of the deed.
8. In the event of the death of the purchaser(s), the survivor or legal representative of the purchaser(s) hereby has the option of declaring this contract null and void and all sums paid on account hereof shall be forthwith returned to the survivor or said legal representative by the seller.
9. This offer may be withdrawn by the Purchaser if a fully executed copy of this agreement is not returned to the Purchaser's attorney within ten (10) days of the date of transmittal.
10. Escrowee shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, except in its own gross negligence or willful misconduct.
11. In the event the premises being conveyed is vacant land, the Seller represents that it is not subject to the jurisdiction of the Department of Environmental Conservation.
12. In the event this contract is terminated pursuant to any provision herein the Sellers sole liability will be in accordance with Paragraph "22" and thereafter there shall be no further liability.
13. The execution of the written form of the contract shall be deemed execution of this rider.

omit
Clause 15 if
the property
is not in
the City of
New York.

11. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

12. If there be a water meter on the premises, the seller shall furnish a reading on a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

13. The deed shall be the usual Bargain and Sale with Covenant deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate officer for any other tax-payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate officer promptly after the closing of title.

~~15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.~~

16. The seller shall give and the purchaser shall accept a title such as a reputable title insurance company or _____, a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

~~18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.~~

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

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

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

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of Lawrence R. Posner, 305 Mill Street, Poughkeepsie, New York at 3:00 o'clock on November 15 1986.

24. The parties agree that Paul Capicchioni is the broker who brought about this sale and the seller agrees to pay any commission earned thereby.

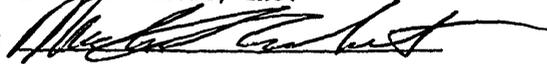
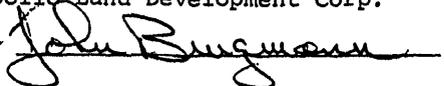
25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

Calvet Tool Rental, Inc.
By: 
Appollo Land Development Corp.
By: 

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

SUBJECT: PUBLIC HEARING BEFORE THE ZBA - 9/8/86

DATE: August 22, 1986

Please be advised that the following public hearings will be heard before the Zoning Board of Appeals on the above date:

KOLLER, JANET & KARL - Area Variances;

KAHN, BERNARD - Area variances;
(Applications previously submitted)

APOLLO LAND DEVELOPERS - Use & area Variances;

SORBELLO, VINCENT/LOCK, JOHN - Area variance;

BECHLE, NADINE & ROGER - Area variance.

I have attached hereto copies of the pertinent applications together with public hearing notices which were published in The Sentinel.

Patricia Delio, Secretary
Zoning Board of Appeals

/pd

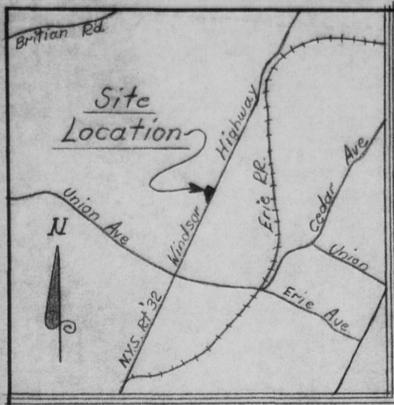
Attachments

TOWN	BLOCK	LOT	TOWN OR VILLAGE	SPECIAL DISTRICT 1					ASSESSED VALUE			SEC.
				SCHOOL	WATER	SEWER	STREET	LAND	IMPROV	TOTAL		
9	01	01500	29 TOWN OF NEW WINDSOR	1	2	1	5	1	2000	2500	7000	N
OWNER NO		LOCATION		DIMENSIONS					ACRES			
23740W		S 51 HWY 32		118 135					1.8 1.35			
HRIMEC PAUL & ANNA WINDSOR HWAY MD 23, NEWBURGH N Y Putnam Lake Restuarant Inc. Putnam Lake R. New York. <i>CLOS JOHN T. MARZEO</i> <i>P.O. BOX 586</i> PUTNAM VALLEY RESTAURANT INC <i>124 Windsor Highway N.Y.</i>												
								DEED RECORDED				
								DATE	BOOK	PAGE		
								112240	850	298		
								101570	1858	1052		
								112471	1891	688		
Calvet Tool Rental Inc.								712731	1948	878		

AERO SERVICE
DIVISION OF LITTON INDUSTRIES

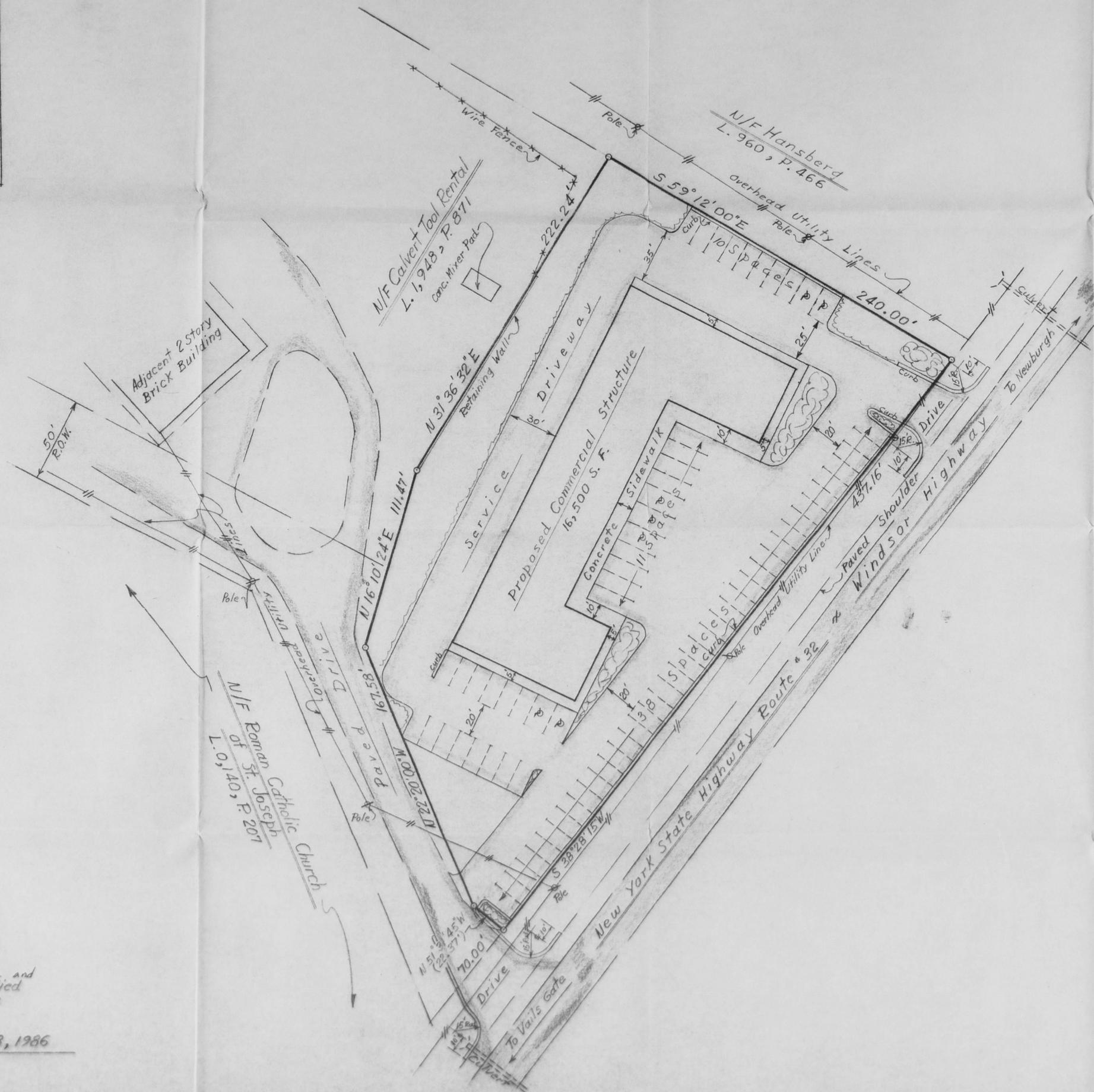
9/8/86 - Public Hearing - Appollo Land Development #86-27

Name:	Address:
James D. Crote	108 Windsor Hwy. no objection
Mario Orsini	103 Windsor Hwy. J-
Robert A. Strach	114 Windsor Hwy
Blairly A. Strach	114 Windsor Hwy

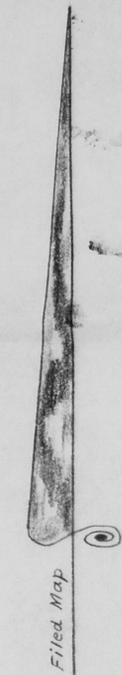


Location Map

Scale: 1" = 2,000'



NI



Tax Map Data:

Section : 9
Block : 1
Lot : 15.1

Deed Reference:

Liber 1,948, Page 878

Map Reference:

"Subdivision for Calvert Tool Rental Inc."
Dated: May 11, 1983
Filed: June 20, 1984
Map # 6610
Lot # 1

Lot Area:

80,736 S.F.
(1.85 acres)

Notes:

- Proposed uses shall be limited to:
- Retail Stores
 - Business or Professional Offices
 - Personal Service Stores
 - Service Stores other than Personal
 - Eating & Drinking places (under 50 people)

To Apollo Land Development, Inc. and Town of New Windsor certified to be a correct and accurate survey.

Dated: July 8, 1986

- Unadvised alteration or addition to a survey, when bearing a licensed land surveyor's seal is a violation of section 7203, sub-section 2 of the N.Y. State Education Law.
- Only copies from the original of this survey, marked with an original of the land surveyor's seal, seal or his embossed seal shall be considered to be valid true copies.
- Certifications indicated herein signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveyors, as amended by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared and to his heirs, assigns and to the title company, governmental agency and lending institution named herein, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owner.
- Underground improvements or encroachments, if any, are not shown hereon.



Patrick T. Kennedy L.S.
335 Temple Hill Road, New Windsor, New York 12550

SCALE: 1" = 30'	APPROVED BY:	DRAWN BY:
DATE: July 8, 1986		REVISED:

Site Plan for
Apollo Land Development, Inc.
Town of New Windsor
Orange County, New York

DRAWING NUMBER: 86-572