

PB# 94-9

**M C & B Partnership
(Jiffy Lube)**

69-2-1,2,12

84 - 8

M. L. + B. Partnership
Rt. 300 (Jiffy Lube)

CSI

Approved 4/4/95

Planning Board
Town Hall
555 Union Ave.
New Windsor, N.Y. 12553

NO. 94-9

April 8, 1994

RECEIVED FROM M. M. + J.

Seven Hundred Fifty ⁰⁰/₁₀₀ DOLLARS
Site Plan Minimum Escrow

Account Total \$ 750.00

Amount Paid \$ 750.00

Balance Due \$ -0-

Myra L. Mason, Secy to
at P.B.
DP 4/11/94

"THE EFFICIENCY LINE" AN AMRIBS PRODUCT

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

GENERAL RECEIPT

13945
1994

Received of Shaw Engineering \$ 200.00

Two Hundred and ⁰⁰/₁₀₀ DOLLARS

For P.B. #94-9 Spec Permit Appl.

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>0342</u>		<u>\$200.00</u>

By Dorothy H. Hanson

Town Clerk

Title

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

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

GENERAL RECEIPT

13946

Received of M. M. + J. \$ 150.00

One Hundred Fifty and ⁰⁰/₁₀₀ DOLLARS

For P.B. #94-9 Site Plan Application Fee

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>0342</u>	<u>440</u>	<u>\$150.00</u>

By Dorothy H. Hanson

Town Clerk

Title

Planning Board
Town Hall
555 Union Ave.

NO. 94-9

March 15, 1995

New Windsor, N.Y. 12553
RECEIVED FROM MCA Partnership

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

GENERAL RECEIPT

13945
19 94

April 8

Received of Shaw Engineering \$ 200.00
Two Hundred and 00/100 DOLLARS

For P.B. # 94-9 Spec Permit Appl.

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CK # 2342</u>		<u>\$200.00</u>

By Dorothy H. Hansen
Town Clerk
Title

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

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

GENERAL RECEIPT

13946

April 8

19 94

Received of M. M. & J. \$ 150.00
One Hundred Fifty and 00/100 DOLLARS

For P.B. # 94-9 Site Plan Application Fee

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CK # 440</u>		<u>\$150.00</u>

By Dorothy H. Hansen
Town Clerk
Title

Planning Board
Town Hall
555 Union Ave.

NO. 94-9
March 15, 1995

New Windsor, N.Y. 12553

RECEIVED FROM MCB Partnership
Three Thousand Four Hundred Eighty-Nine 00/100 DOLLARS
2% of \$174,480.00 Cont. Estimate - Inspection Fee

Account Total \$ 3,489.60
Amount Paid \$ 3,489.60 CK# 1049
Balance Due \$ -0- Three Thousand, Sixty to the P.B.

"THE EFFICIENCYLINE" AN A

Planning Board
Town Hall
555 Union Ave.
New Windsor, N.Y. 12553

NO. 94-9
March 27, 1995

RECEIVED FROM Shaw Engineering
Five Hundred Sixty-Two 00/100 DOLLARS
Professional Fees (Amount over the Estimated)

Account Total \$ 562.00
Amount Paid \$ 562.00 CK# 7710
Balance Due \$ -0- Three Thousand, Sixty to the P.B.

"THE EFFICIENCYLINE" AN AMPAD PRODUCT

OK to Sign Plan for Mark Eckard Verballey 3/28/95

June 1st 3/28/95

Wilson Jones - Carbonless - 5162-AWCL Duplicate - 5164-AWCL Tripartite

Planning Board
Town Hall
555 Union Ave.
New Windsor, N.Y. 12555

MADE IN U.S.A.
© Wilson Jones

DATE August 29, 1995 RECEIPT NUMBER 94-9
RECEIVED FROM MCB Partnership Co Jiffy Tube
Address 208 Meadow Ave. - Saratoga, P.A. 18505
FOR Eight Thousand Seven Hundred Seventy 00/100 DOLLARS \$8,770.00 - Site Plan Bond

ACCOUNT		HOW PAID	
BEGINNING BALANCE	8,770 00	CASH	
AMOUNT PAID	8,770 00	CHECK	#1147
BALANCE DUE	- 0 -	MONEY ORDER	

BY Marys Mason, Secy to the P.B.

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

GENERAL RECEIPT

14785

March 28 1995

Received of Show Engineering \$ 100.00

One Hundred 00/100 DOLLARS

For Planning Board Approval Fee #94-9

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>ck# 7709</u>		<u>100.00</u>

By Dorothy H. Hansen

Town Clerk

Title



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. MCGOEY, P.E. (NY & NJ)
WILLIAM J. HAUSER, P.E. (NY & NJ)
MARK J. EDSALL, P.E. (NY, NJ & PA)
JAMES M. FARR, P.E. (NY & PA)

MAIN OFFICE
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mhny@mhepc.com

Writer's e-mail address:
mje@mhepc.com

MEMORANDUM

(via fax)

1 August 2003

TO: MYRA MASON, PLANNING BOARD SECRETARY
FROM: MARK J. EDSALL, P.E., PLANNING BOARD ENGINEER
SUBJECT: MCB PARTNERSHIP SITE PLAN
PLANNING BOARD APPLICATION NO. 94-09

As per your request, and with your assistance with supporting information, I reviewed the issue of an outstanding bond for the completion of the subject site. Based on the records you located, a bond amount of \$8770 is currently being held to cover outstanding landscaping elements.

I visited the site on 31 July 2003. It is my observation that landscaping is complete (and likely has been). It is not only fully established, it is well maintained.

Based on the above, it is my recommendation that the bond amount of \$8770 be returned to the landscaper.

Contact me if you have any questions.

NW94-09-Bond Release Memo 080103.doc
MEM

8/6/03
ck # 13180
208 Meadow Ave.

REGIONAL OFFICES

- 507 Broad Street • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •

L.R. 8/1/03
file 94-9

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 08/01/2003

PAGE: 1

LISTING OF PLANNING BOARD FEES
SITE PLAN BOND

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA
APPLICANT: M.C. & B. PARTNERSHIP

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
08/28/1995	S.P. BOND REQUIRED	CHG	8770.00		
08/29/1995	REC. CK. #1147	PAID		8770.00	
08/01/2003	RECOMMEND BOND RETURN	CHG	0.00		
		TOTAL:	8770.00	8770.00	0.00

Shaw Engineering

Consulting Engineers

744 Broadway
P.O. Box 2569
Newburgh, New York 12550
(914) 561-3695

March 10, 1994

94-9

Chairman James R. Petro and
Members of the Planning Board
TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, New York 12550

Re: Construction Estimate
Shopping Plaza For M.C. & B. Partnership

Gentlemen:

We have presented below for your consideration our construction estimate for the site improvements for Shopping Plaza For M.C. & B. Partnership. Our estimate is as follows:

CONSTRUCTION ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Macadam Pavement	9,400 S.Y.	\$ 10	\$ 94,000
Pavement Markings	2,300 L.F.	\$.40	\$ 920
Concrete Curbing	2,965 L.F.	\$ 9	\$ 26,685
Concrete Sidewalk	605 L.F.	\$ 3	\$ 1,815
Curb Bumpers	18	\$ 15	\$ 270
Handicap Sign/Striping	2	\$ 100	\$ 200
Direction Signs	5	\$ 40	\$ 200
Wood Tie Retaining Wall	215 L.F.	\$ 6	\$ 1,290
12" Storm Drain Piping	185 L.F.	\$ 12	\$ 2,220
15" Storm Drain Piping	870 L.F.	\$ 15	\$ 13,050
24" Storm Drain Piping	70 L.F.	\$ 18	\$ 1,260
Catch Basins	8	\$ 800	\$ 6,400
Flushing Basins	3	\$ 800	\$ 2,400

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Masonry Refuse Enclosure	1	\$ 1,500	\$ 1,500
Lightpoles	15	\$ 900	\$ 13,500
Shrubs	175	\$ 25	\$ 4,375 ←
Trees	37	\$ 100	\$ 3,700 ←
Seeding	1,390 S.Y.	\$.50	\$ 695 ←
Total			\$174,480

If this estimate is acceptable to your Board, my client will pay the required 2% inspection fee in the amount of \$ 3,489.60.

Thank you for your attention to this matter.

Respectfully submitted,

SHAW ENGINEERING


Gregory J. Shaw, P.E.
Principal

GJS:mmv

cc: James Millett, M.C. & B. Partnership

1 1 1
4375
3700
695
8,770
BONO (MB)

~~XXXXXXXXXX~~

3/16/95 Approved by Mark by phone.
Ⓜ



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.
JAMES M. FARR, P.E.

- Main Office**
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- Branch Office**
507 Broad Street
Millford, Pennsylvania 18337
(717) 296-2765

9 April 1997

M.C. & B. Partnership
208 Meadow Avenue
Scranton, Pennsylvania 18505

ATTENTION: JOHN CONNELL

SUBJECT: M.C. & B. SITE PLAN - T/NEW WINDSOR, NEW YORK
NEW WINDSOR PLANNING BOARD NO. 94-9

Dear John:

As per your recent request, I contacted Town representatives with regard to your site plan and subsequently held a field review with Building Inspector Mike Babcock on the afternoon of 8 April 1997. At that time, we noted the general completion of the curbing, sidewalk and parking lot aspects of the work, but noted that the landscaping on the south end of the site appears incomplete. More specifically, please note the following:

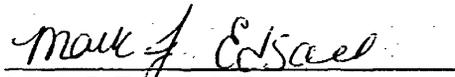
1. The triangular "planting area" along Route 300, to the south, was to include six (6) 6-7' Douglas Firs and none appear to have been installed.
2. The branch parking lot toward Route 32 (near Cavallos) was originally to include multiple plantings including approximately thirty (30) gold star junipers, six (6) red sunset maples, eight (8) 3-4' cherry trees, as well as other finish items. The Planning Board agreed to modify your site plan once it was determined that the Cavallos Restaurant was to remain, with some adjustments and relocations to be made to the landscaping. It would appear that a significant reduction has occurred relative to the landscaping in this area. Additional efforts should be made to "spruce up" this end of the site via relocation of the previously approved landscaping elements.
3. The aforementioned triangular planting area, which appears to be currently hydroseeded, is in poor finish condition and would appear to need new finish grading and re-seeding (after any landscaping elements are added).

4. The "No Parking" signs along the northeast side of the Rosmarino building have not yet been installed. The Planning Board agreed to allow parking on the southwest side of the Cavallos Restaurant, as long as the "No Parking" signs were erected. You were to coordinate this with the adjoining property owners. Currently, restaurant patrons continue to park along the side of Cavallos, as well as the side of the Rosmarino building, which causes an access obstruction. This should be resolved.

Please take efforts to address the items noted above and contact our office once completed, or in the interim should you have any questions, such that a follow-up review can be scheduled.

Very truly yours,

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS, P.C.**



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

cc: George J. Meyers, Town Supervisor
James Petro, Planning Board Chairman
Michael Babcock, Town Building Inspector

A:CONNELL.mk

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT

Permit Fee: \$ 64.00
 Insurance Fee: \$ 0.00
 Total Received: \$ 64.00
 Check or M.O. No.: 1055

Permit No.: 8-95-0043

Project Identification No.:
 Expiration Date: 03/31/96

SH No.: 9457

PERM 17 on file

09/22/95

Deposit Rec. for \$ 0.00

Check or M.O. No.:

Dated: / /

*Permittee:

Estimated Cost of Work Performed in the State Right-of-Way \$ 0.00

M. C. & B. PARTNERSHIP
 208 MEADOW AVENUE
 SCRANTON, PA 18505
 att:

Chargeable to Bond No.:

or Undertaking on File: (\$ 0.00)

Billing Address: (Complete if different from above)

Return of Deposit Made Payable to: (Complete if different from Permittee)

Under the provisions of the Highway Law or Vehicle & Traffic Law, permission is hereby granted to the permittee to:

THE INSTALLATION OF AN 8-INCH CONNECTION TO THE MUNICIPAL WATER SYSTEM, AND TWO 6-INCH CONNECTIONS TO THE MUNICIPAL SANITARY SEWER SYSTEM.

THE PERMITTEE IS RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF TRAFFIC. ANYONE WORKING IN THE STATE HIGHWAY RIGHT-OF-WAY IS REQUIRED TO WEAR HIGH VISIBILITY APPAREL (ORANGE/YELLOW) AND HARD HAT.

County - ORANGE

Municipality - NEW WINDSOR

Route # - 300

set forth and represented in the attached application at the particular location or area, or over the routes as stated therein, if required; and in accordance with the conditions and regulations general or special, and methods of performing work, if any; all of which are set forth in the application and form of this permit.

Dated at: POUGHKEEPSIE, N.Y.
 Date Signed: 04/13/95

Commissioner of Transportation

By: MICHAEL J. MIEROGNA

THIS PERMIT, WITH APPLICATION AND DRAWING (OR COPIES THEREOF) ATTACHED SHALL BE PLACED IN THE HANDS OF THE CONTRACTOR BEFORE ANY WORK BEGINS. THE HIGHWAY WORK PERMIT SHALL BE AVAILABLE AT THE SITE DURING CONSTRUCTION.

BEFORE WORK IS STARTED AND UPON ITS COMPLETION, THE PERMITTEE ABSOLUTELY MUST NOTIFY THE RESIDENT ENGINEER,

PETER M. TELISKA
(914)562-4020

112 DICKSON STREET
NEWBURGH, NEW YORK 12550

UPON COMPLETION OF WORK AUTHORIZED, THE FOLLOWING WILL BE COMPLETED, SIGNED BY THE PERMITTEE AND DELIVERED TO THE RESIDENT ENGINEER.

Work authorized by this permit has been completed. Refund of deposit or return/release of bond is requested.

DATE

PERMITTEE

AUTHORIZED AGENT (if Any)

Work authorized by this permit has been satisfactorily completed and is accepted. Reverse side of this form must be completed.

- Refund of Deposit is authorized
- Return of Bond is authorized
- Amount charged against Bond may be released
- Retain Bond for future permits
- Other

DATE

RESIDENT ENGINEER

The Regional Office will forward this form to the Main Office with the appropriate box checked.

- Permit closed
- Bond returned/released
- Refund of Guarantee Deposit on this permit is authorized
- Other

DATE

REGIONAL TRAFFIC ENGINEER

The issuing authority reserves the right to suspend or revoke this permit, at its discretion without a hearing or the necessity of showing cause, either before or during the operations authorized.

The Permittee will cause an approved copy of the application to be and remain attached hereto until all work under the permit is satisfactorily completed, in accordance with the terms of the attached application. All damaged or disturbed areas resulting from work performed pursuant to this permit will be repaired to the satisfaction of the Department of Transportation.

* Upon completion of the work within the state highway right-of-way, authorized by the work permit, the person, firm, corporation, municipality, or state department or agency, and his or its successors in interest, shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the terms and conditions of the work permit.

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT

Permit Fee: \$ 200.00
 Insurance Fee: \$ 0.00
 Total Received: \$ 200.00
 Check or M.O. No.: 1054
 N/A

Permit No.: 8-95-0071

Project Identification No.: 03/31/96
 Expiration Date: 9457
 SH No.: 2000.00
 Deposit Rec. for \$ 1052
 Check or M.O. No.: 03/21/95
 Dated: 0.00

*Permittee: M.C. & B. PARTNERSHIP
 208 MEADOW AVENUE
 SCRANTON, PA 18505
 att:

Estimated Cost of Work Performed in the State Right-of-Way \$
 Chargeable to Bond No.:
 or Undertaking on File:

(\$ 0.00)

Billing Address: (Complete if different from above)

Return of Deposit Made Payable to: (Complete if different from Permittee)

Under the provisions of the Highway Law or Vehicle & Traffic Law, permission is hereby granted to the permittee to:
REMOVAL AND REPLACEMENT OF 2 HIGHWAY ENTRANCES, ONE 30' WIDE ON NYS ROUTE 300, AND ONE 25' WIDE ON NYS ROUTE 32.
 All disturbed areas within State ROW are to be topsoiled, seeded, and mulched, where applicable. Sidewalk ramps should be provided on either side of the RTE 300 entrance if there are sidewalks along this side of Rte 32.

THE PERMITTEE IS RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF TRAFFIC. ANYONE WORKING IN THE STATE HIGHWAY RIGHT-OF-WAY IS REQUIRED TO WEAR HIGH VISIBILITY APPAREL (ORANGE/YELLOW) AND HARD HAT.

County - ORANGE

Municipality - NEW WINDSOR

Route # - 300

as set forth and represented in the attached application at the particular location or area, or over the routes as stated therein, if required; and pursuant to the conditions and regulations general or special, and methods of performing work, if any; all of which are set forth in the application and form of this permit.

Dated at: POUGHKEEPSIE, N.Y.
 04/18/95
 Date Signed:

Commissioner of Transportation

By:

MICHAEL J. HISNOGNA

IMPORTANT

BEFORE ANY WORK BEGINS. THE HIGHWAY WORK PERMIT SHALL BE PLACED IN THE HANDS OF THE CONTRACTOR

BEFORE WORK IS STARTED AND UPON ITS COMPLETION, THE PERMITTEE ABSOLUTELY MUST NOTIFY THE RESIDENT ENGINEER,

PETER M. TELISKA
(914)562-4020

112 DICKSON STREET
NEWBURGH, NEW YORK 12550

UPON COMPLETION OF WORK AUTHORIZED, THE FOLLOWING WILL BE COMPLETED, SIGNED BY THE PERMITTEE AND DELIVERED TO THE RESIDENT ENGINEER.

Work authorized by this permit has been completed. Refund of deposit or return/release of bond is requested.

DATE PERMITTEE AUTHORIZED AGENT (if Any)

Work authorized by this permit has been satisfactorily completed and is accepted. Reverse side of this form must be completed.

- Refund of Deposit is authorized
- Return of Bond is authorized
- Amount charged against Bond may be released
- Retain Bond for future permits
- Other

DATE RESIDENT ENGINEER

The Regional Office will forward this form to the Main Office with the appropriate box checked.

- Permit closed
- Bond returned/released
- Refund of Guarantee Deposit on this permit is authorized
- Other

DATE REGIONAL TRAFFIC ENGINEER

The issuing authority reserves the right to suspend or revoke this permit, at its discretion without a hearing or the necessity of showing cause, either before or during the operations authorized.

The Permittee will cause an approved copy of the application to be and remain attached hereto until all work under the permit is satisfactorily completed, in accordance with the terms of the attached application. All damaged or disturbed areas resulting from work performed pursuant to this permit will be repaired to the satisfaction of the Department of Transportation.

* Upon completion of the work within the state highway right-of-way, authorized by the work permit, the person, firm, corporation, municipality, or state department or agency, and his or its successors in interest, shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the terms and conditions of the work permit.

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 04/04/95

PAGE: 1

LISTING OF PLANNING BOARD ACTIONS

STAGE:

STATUS [Open, Withd]
A [Disap, Appr]

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA

APPLICANT: M.C. & B. PARTNERSHIP

--DATE--	MEETING-PURPOSE-----	ACTION-TAKEN-----
04/04/95	CONDITIONS MET: PLANS STAMPED	APPROVED
09/28/94	P.B. APPEARANCE . SEE "RESULTS OF MEETING" SHEET IN FILE FOR CONDITIONS	ND: APPRD. COND.
09/21/94	WORK SESSION APPEARANCE	RETURN TO BOARD
08/10/94	P.B. APPEARANCE . SITE VISIT 8/23 @6:00	P.H. CLOSED:RETURN (TUESDAY)
08/10/94	P.B. APPEARANCE (CON'T)	NEXT AGENDA
07/13/94	P.B. APPEARANCE	LA: P.H. 8/10/94
07/06/94	WORK SESSION APPEARANCE	NEXT AGENDA
04/13/94	P.B. APPEARANCE	REFERRED TO Z.B.A.
04/06/94	WORK SESSION APPEARANCE	SUBMIT APPLICATION

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 03/28/95

PAGE: 1

LISTING OF PLANNING BOARD AGENCY APPROVALS

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA
APPLICANT: M.C. & B. PARTNERSHIP

	DATE-SENT	AGENCY-----	DATE-RECD	RESPONSE-----
ORIG	04/08/94	MUNICIPAL HIGHWAY	05/10/94	APPROVED
ORIG	04/08/94	MUNICIPAL WATER	04/14/94	APPROVED
ORIG	04/08/94	MUNICIPAL SEWER	04/26/94	APPROVED
ORIG	04/08/94	MUNICIPAL SANITARY	07/08/94	SUPERSEDED BY REV1
ORIG	04/08/94	MUNICIPAL FIRE	04/11/94	APPROVED
ORIG	04/08/94	PLANNING BOARD ENGINEER	07/08/94	SUPERSEDED BY REV1
REV1	07/08/94	MUNICIPAL HIGHWAY	07/22/94	APPROVED
REV1	07/08/94	MUNICIPAL WATER	07/12/94	APPROVED
REV1	07/08/94	MUNICIPAL SEWER	07/29/94	APPROVED
REV1	07/08/94	MUNICIPAL FIRE	07/11/94	APPROVED
REV1	07/08/94		/ /	
REV1	07/08/94		/ /	
ORIG	03/01/95	O.C. DEPT. OF HEALTH . SEE LETTER IN FILE FOR APPROVAL	03/24/95	APPROVED
ORIG	03/01/95	N.Y.S. DEPT. TRANSPORTATION . D. GREENE (IN OFFICE) VERBALLY APPROVED - SEE NOTE IN FILE	03/24/95	APPROVED



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.
JAMES M. FARR, P.E.

30 March 1995

- Main Office**
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- Branch Office**
507 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

MEMORANDUM

TO: Myra Mason, Planning Board Secretary

FROM: Mark J. Edsall, P.E., Planning Board Engineer

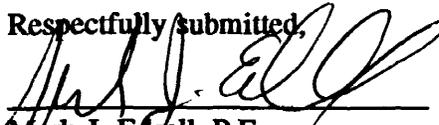
SUBJECT: MC & B SITE PLAN
NEW WINDSOR PLANNING BOARD NO. 94-9
REVIEW OF FINAL PLANS

Pursuant to submission of revised plans by Greg Shaw for the subject project on 27 March 1995, on the following day I reviewed the plans relative to the conditional approval granted by the Board on 28 September 1994.

Based on my review, as well as my understanding as to the documentation and approval paperwork submitted to the Town, it is my opinion that the Applicant has achieved all the conditions of approval as noted in my comment sheet dated 9/28/94, as well as the additional conditions of approval indicated by the Board.

Based on same, and since it is my understanding that the Applicant has paid all necessary fees, it is my opinion that the plans can be stamped approved at this time.

Respectfully submitted,


Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:3-30-E.mk

SITE PLAN FEES - TOWN OF NEW WINDSOR

APPLICATION FEE:.....\$ 150.00

ESCROW:

SITE PLANS (\$750.00 - \$2,000.00).....\$ _____

MULTI-FAMILY SITE PLANS:

_____ UNITS @ \$100.00 PER UNIT (UP TO 40 UNITS).....\$ _____

_____ UNITS @ \$25.00 PER UNIT (AFTER 40 UNITS).....\$ _____

TOTAL ESCROW PAID:.....\$ _____

PLAN REVIEW FEE: (EXCEPT MULTI-FAMILY) \$ 100.00

PLAN REVIEW FEE (MULTI-FAMILY): A. ~~\$150.00~~
PLUS \$25.00/UNIT B. _____

TOTAL OF A & B: \$ 100.00 Pd

RECREATION FEE: (MULTI-FAMILY)

\$1,000.00 PER UNIT

_____ @ \$1,000.00 EA. EQUALS: \$ _____
NUMBER OF UNITS

SITE IMPROVEMENT COST ESTIMATE: \$ 174,480.00

A. ~~4% OF FIRST \$50,000.00~~ A. _____
B. ~~2% OF REMAINDER~~ B. 3,489.60

TOTAL OF A & B: \$ 3,489.60 Pd

TOTAL ESCROW PAID:.....\$ 750.00

TO BE DEDUCTED FROM ESCROW: 1312.00

RETURN TO APPLICANT: \$ _____

ADDITIONAL DUE: \$ 562.00 Pd

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 03/28/95

PAGE: 1

LISTING OF PLANNING BOARD FEES
ESCROW

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA
APPLICANT: M.C. & B. PARTNERSHIP

--DATE--	DESCRIPTION-----	TRANS	AMT-CHG	AMT-PAID	BAL-DUE
04/08/94	S.P. MINIMUM	PAID		750.00	
04/13/94	P.B. ATTY. FEE	CHG	35.00		
04/13/94	P.B. MINUTES	CHG	36.00		
07/13/94	P.B. ATTY. FEE	CHG	35.00		
07/13/94	P.B. MINUTES	CHG	58.50		
08/10/94	P.B. ATTY. FEE	CHG	35.00		
08/10/94	P.B. MINUTES	CHG	103.50		
08/24/94	P.B. ATTY. FEE	CHG	35.00		
08/24/94	P.B. MINUTES	CHG	36.00		
09/28/94	P.B. ATTY. FEE	CHG	35.00		
09/28/94	P.B. MINUTES	CHG	90.00		
03/27/95	P.B. ENGINEER FEES	CHG	813.00		
03/28/95	REC. CK. #7710	PAID		562.00	
TOTAL:			1312.00	1312.00	0.00

P.B. # 94-9 ESCROW

561-3695
SHAW ENGINEERING
744 BROADWAY, P.O. BOX 2569
NEWBURGH, NY 12550

7710

29-1/213

PAY
TO THE
ORDER OF

Town of New Windsor

3/27 19 95

\$ 562.00

Five Hundred Sixty-Two ⁰⁰/₁₀₀

DOLLARS



FOR Escrow Fee

[Signature]

⑈007710⑈ ⑆021300019⑆ 51510 00390⑈

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 03/28/95

PAGE: 1

LISTING OF PLANNING BOARD FEES
APPROVAL

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA

APPLICANT: M.C. & B. PARTNERSHIP

--DATE--	DESCRIPTION-----	TRANS	AMT-CHG	AMT-PAID	BAL-DUE
03/27/95	S.P. APPROVAL FEE	CHG	100.00		
03/27/95	REC. CK. #7709	PAID		100.00	
		TOTAL:	100.00	100.00	0.00

P.B.#94-9 Approval Fee

SHAW ENGINEERING
744 BROADWAY, P.O. BOX 2569
NEWBURGH, NY 12550

7709

29-1/213

PAY
TO THE
ORDER OF

Town Of New Windsor

3/27 19 *95*

\$ *100.00*

One Hundred 00/100

DOLLARS



FOR

Site Plan Approval

[Signature]

⑈007709⑈ ⑆021300019⑆ 51510 00390⑈

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 03/28/95

PAGE: 1

LISTING OF PLANNING BOARD FEES
4% FEE

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA
APPLICANT: M.C. & B. PARTNERSHIP

---DATE--	DESCRIPTION-----	TRANS	AMT-CHG	AMT-PAID	BAL-DUE
03/15/95	2% OF \$174,480.00	CHG	3489.60		
03/15/95	REC. CK. #1049	PAID		3489.60	
		TOTAL:	3489.60	3489.60	0.00

PLANNING BOARD
TOWN OF NEW WINDSOR

AS OF: 03/28/95

PAGE: 1

LISTING OF PLANNING BOARD FEES
APPROVAL

FOR PROJECT NUMBER: 94-9

NAME: M.C. & B. PARTNERSHIP SHOPPING PLAZA
APPLICANT: M.C. & B. PARTNERSHIP

--DATE--	DESCRIPTION-----	TRANS	AMT-CHG	AMT-PAID	BAL-DUE
03/27/95	S.P. APPROVAL FEE	CHG	100.00		
03/27/95	REC. CK. #7709	PAID		100.00	
		TOTAL:	100.00	100.00	0.00

General

6. Type of Ownership			<input checked="" type="checkbox"/> 68 Private - Other	<input type="checkbox"/> 1 Authority	<input type="checkbox"/> 30 Interstate
<input type="checkbox"/> Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private - Institutional	<input type="checkbox"/> 19 Federal	<input type="checkbox"/> 40 International	
<input type="checkbox"/> Industrial	<input type="checkbox"/> 9 Water Works Corp.	<input type="checkbox"/> 26 Board of Education	<input type="checkbox"/> 20 State	<input type="checkbox"/> 18 Indian Reservation	
7. Estimated Total Cost	8. Population Served	9. Drainage Basin			
\$6,000	N/A	HUDSON RIVER			
10. Federal Aid Involved?		11. WSA Project?			
<input type="checkbox"/> 1 Yes		<input type="checkbox"/> 1 Yes			
<input checked="" type="checkbox"/> 2 No		<input checked="" type="checkbox"/> 2 No			

Source N/A

12. <input type="checkbox"/> Surface Name _____ Class _____		13. Est. Source Development Cost
<input type="checkbox"/> Ground Name _____ Class _____		
14. Safe yield	15. Description	
GPD		

Treatment N/A

16. Type of Treatment			
<input type="checkbox"/> 1 Aeration	<input type="checkbox"/> 4 Sedimentation	<input type="checkbox"/> 7 Iron Removal	<input type="checkbox"/> 10 Softening
<input type="checkbox"/> 2 Microstrainers	<input type="checkbox"/> 5 Clarifiers	<input type="checkbox"/> 8 Chlorination	<input type="checkbox"/> 11 Corrosion Control
<input type="checkbox"/> 3 Mixing	<input type="checkbox"/> 6 Filtration	<input type="checkbox"/> 9 Fluoridation	<input type="checkbox"/> 12 Other
17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost
	GPD		
21. Description			

Distribution

22. Type of Project		23. Type of Storage N/A		24. Est. Distribution Cost
<input type="checkbox"/> 1 Cross Connection	<input type="checkbox"/> 3 Transmission	Elevated _____ Gals.	Underground _____ Gals.	\$6,000
<input type="checkbox"/> 2 Interconnection	<input type="checkbox"/> 4 Fire Pump C12			
25. Anticipated Distribution			26. Designed for fire flow?	
System Demand: Avg. 2,424 GPD Max. _____ GPD			<input checked="" type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No	
27. Description				
INSTALLATION OF ±290 FEET OF 8" WATER MAIN, ONE HYDRANT, AND RELATED APPURTENANCES.				

B.#94-9
speciation fee

717-343-3225
MCB PARTNERSHIP
% JIFFY LUBE
208 MEADOW AVENUE
SCRANTON, PA 18505

EXPLANATION	AMOUNT

1049

60-313-313

BY AMOUNT *Three thousand four hundred eighty-nine & 00/100* DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
3/15/88	Town of New Windsor		1049

\$ 3489.00

FIRST NATIONAL COMMUNITY BANK
DUNMORE, PENNSYLVANIA 18512

[Signature]

⑈001049⑈ ⑆031303132⑆ ⑈56 1105709⑈

Shaw Engineering

Consulting Engineers

744 Broadway
P.O. Box 2569
Newburgh, New York 12550
(914) 561-3695

March 10, 1994

**Chairman James R. Petro and
Members of the Planning Board
TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, New York 12550**

Re: Construction Estimate
Shopping Plaza For M.C. & B. Partnership

Gentlemen:

We have presented below for your consideration our construction estimate for the site improvements for Shopping Plaza For M.C. & B. Partnership. Our estimate is as follows:

CONSTRUCTION ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Macadam Pavement	9,400S.Y.	\$ 10	\$ 94,000
Pavement Markings	2,300 L.F.	\$.40	\$ 920
Concrete Curbing	2,965 L.F.	\$ 9	\$ 26,685
Concrete Sidewalk	605 L.F.	\$ 3	\$ 1,815
Curb Bumpers	18	\$ 15	\$ 270
Handicap Sign/Striping	2	\$ 100	\$ 200
Direction Signs	5	\$ 40	\$ 200
Wood Tie Retaining Wall	215 L.F.	\$ 6	\$ 1,290
12" Storm Drain Piping	185 L.F.	\$ 12	\$ 2,220
15" Storm Drain Piping	870 L.F.	\$ 15	\$ 13,050
24" Storm Drain Piping	70 L.F.	\$ 18	\$ 1,260
Catch Basins	8	\$ 800	\$ 6,400
Flushing Basins	3	\$ 800	\$ 2,400

Chairman James R. Petro and (Cont'd)
Members of the Planning Board

-2-

March 10, 1995

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Masonry Refuse Enclosure	1	\$ 1,500	\$ 1,500
Lightpoles	15	\$ 900	\$ 13,500
Shrubs	175	\$ 25	\$ 4,375
Trees	37	\$ 100	\$ 3,700
Seeding	1,390 S.Y.	\$.50	\$ 695
Total			\$174,480

If this estimate is acceptable to your Board, my client will pay the required 2% inspection fee in the amount of \$ 3,489.60.

Thank you for your attention to this matter.

Respectfully submitted,

SHAW ENGINEERING



Gregory J. Shaw, P.E.
Principal

GJS:mmv

cc: James Millett, M.C. & B. Partnership

3/16/95 Approved by Mark by phone.
②



Joseph G. Rampe
County Executive

DEPARTMENT OF HEALTH

Maxcy J. Smith, M.D.
Acting Commissioner of Health
124 Main Street
Goshen, New York 10924-2199
TEL (914) 294-7961

March 20, 1995

Shaw Engineering
744 Broadway, POB 3569
Newburgh, NY 12550

Re:
Water System for
M.C. & B. Partnership
Shopping Plaza
T. New Windsor

Gentlemen:

We have reviewed the application and plans for the above mentioned project.

Attached are our comments based on technical review for your consideration.

We are retaining the application, one copy of the plans, specifications and engineer's report for our files and returning the balance of the submission to you.

In accordance with this Department's policy, failure to respond to this technical review within ninety (90) days will be considered sufficient reason for disapproval of this application.

Very truly yours,

Kenneth J. Mundy, P.E.,
Director, Bureau of
Sanitary Engineering

KJM/LSB/aje

cc: Applicant /T. New Windsor
File

Attachment

cc: M.E.
n.b.

COMMENTS BASED ON TECHNICAL REVIEW

**Project: Water System for M.C. & B. Partnership Shopping Plaza,
T. New Windsor**

Date of Submission: March 14, 1995

Date of Review: March 17, 1995

1. If this is not a water main extension but rather a private line, will Town of New Windsor employees supervise tap?
2. Provision should be made for backflow prevention on the three service lines - (e.g. sprinkler systems, Jiffy Lube). A note is needed on the plans indicating appropriate backflow prevention devices in accordance with the New York State Department of Health, "Cross Connection Control" handbook shall be installed.
3. The curb valve on the service line to Jiffy Lube should be placed at the opposite end so that whole main wouldn't have to be shut down if the 2" line requires servicing. This could be accomplished by relocating 2" connection to a curbed in area.
4. Is it appropriate to bed 2" service line in R.O.B. as is done for ductile iron lines? We would suggest sand for bedding.
5. First crossing of 8" main under 24" RCP (after tapping sleeve) should be provided with protection. Water main crosses under 24" line with a clear separation of 6". As discussed during our telephone conversation, any joints on the 24" RCP within 5 feet of the crossing shall be wrapped in polyethylene and all backfill shall be a K-Crete mix.

The foregoing comments are based on a review of the application, engineer's report, plans and other engineering data submitted. We have attempted to make this review as complete as possible; however, it must be appreciated that any new submission depending upon the nature of any revisions may require further review and comments.

cc: Applicant/File/T. New Windsor

KJM/LSB/aje

Dated: March 20, 1995

RESULTS OF P.B. MEETING

DATE: September 28, 1994

PROJECT NAME: M.C. + B Partnership S.P. PROJECT NUMBER 94-9

LEAD AGENCY:

* NEGATIVE DEC:

M) S) VOTE: A N

* M) L S) D VOTE: A 5 N 0

CARRIED: YES NO

* CARRIED: YES: ✓ NO

PUBLIC HEARING: M) S) VOTE: A N

WAIVED: YES NO

SEND TO OR. CO. PLANNING: M) S) VOTE: A N YES NO

SEND TO DEPT. OF TRANSPORT: M) S) VOTE: A N YES NO

DISAPP: REFER TO Z.B.A.: M) S) VOTE: A N YES NO

RETURN TO WORK SHOP: YES NO

APPROVAL:

M) S) VOTE: A N APPROVED:

M) L S) V VOTE: A 5 N 0 APPR. CONDITIONALLY: 9/28/94

NEED NEW PLANS: YES ✓ NO

DISCUSSION/APPROVAL CONDITIONS:

A letter to the P.B. stating a date of completion for the building to be removed.

NOTE ON PLAN

No Building Permits for new construction to be issued until ^{old} buildings are down.

Combine lots to a single deed (Recorded in Tasha)

Need DOT Approval + Dept of Health

They to send Angelo Rosemarino a letter + copy of the Plan showing his entrance to his parking area.

Engineer's Comments

Revise plans for phasing

Note on plan

Cavallo bldg to be gone by ~~10/15/94~~ 60 day after lead is up.

M.C. & B. PARTNERSHP SITE PLAN (94-9) ROUTE 300

Gregory Shaw, P.E. of Shaw Engineering before the board for this proposal.

MR. SHAW: Gentlemen, the last time I was before this board, there was many options which my client was working on with respect to this parcel. The architectural considers of this board, the potential purchase and I told the board that I would not be back before you till we had our concrete game plan which we now have. My client has taken title to the property, they do own it and the people of the Red House Restaurant are gone, no longer there.

MR. SCHIEFER: How did you do that?

MR. SHAW: We left it very firmly in Mr. Korngold's hands and he took care of whatever he had to take care of but the closing was last week so they are gone.

MR. SCHIEFER: So it comes down?

MR. SHAW: Well, let's talk about approval.

MR. VAN LEEUWEN: Don't start twisting things around here. Greg, let us talk amongst ourselves a few minutes. Is there a possibility that the dilapidated building come down and the other building stay up or would that still cause a problem?

MR. LANDER: What other building?

MR. VAN LEEUWEN: Leve the pool building up, it's in much better condition.

MR. PETRO: Pool building has to come down because of the parking.

MR. VAN LEEUWEN: They can make that parking there.

MR. PETRO: They have to switch into the end of that.

MR. LANDER: Take it down.

MR. PETRO: I think that will really complicate matters.

MR. SCHIEFER: Mike Cavallo is the only thing you're planning to leave up for the time being?

MR. SHAW: Correct. If we were to get approval in the very near future, we'd anticipate the demolition of the building this fall up to the Cavallo's Restaurant building, also the buildings which front on Old Temple Hill Road probably during the winter, it would be late in the construction season, we'd install some site utilities with the foundation work starting in the spring and hopefully coming to completion during the summer. All right, so with respect to the Cavallo's building, if I had to pick a date, maybe we'd be looking for July or August and his lease expires in October, three months later, so I don't see an immediate need to get involved with buying him out for the sake of tearing the entire building down.

MR. VAN LEEUWEN: That is right. You have to buy him out.

MR. PETRO: But he's gone next September or October.

MR. SCHIEFER: Mike's got one more year.

MR. SHAW: But we'll take the building down up to his wall, okay, this fall.

MR. LANDER: Mr. Shaw, do we need a schedule in writing for that?

MR. VAN LEEUWEN: I'd like to see one.

MR. SHAW: You would need a schedule in writing.

MR. KRIEGER: A promise in writing.

MR. LANDER: Let us know that by January 1, the buildings will be gone, you know what I am saying?

MR. SHAW: Yeah, that can be done simply enough.

MR. PETRO: Just a letter to the Planning Board.

MR. EDSALL: Jim, I'd rather see--

MR. SHAW: Do you have any problems with that, Jim?

MR. JAMES MILLETT: How tight do you hold a guy to if it is January?

MR. KRIEGER: One, 1995.

MR. LANDER: How tight, as tight as we can get him.

MR. MILLETT: Demolition work is kind of sometimes you can get a better deal in the winter months when guys aren't as busy.

MR. PETRO: Can you come on up and if you are going to be speaking, let's have your name for the steno.

MR. MILLETT: Jim Millett, principal of M.C. & B. You know, now you give me a date and you say January or something like that. Now the people that I have talked to about taking this down have done other work for us, extensive work for us and--

MR. LANDER: Let me rephrase that then. Let me say this to you. What date are you comfortable with? Just give us a date.

MR. MILLETT: We certainly want to start our construction of these other buildings and we can't do that until we get that long building down that the Red House is in. So, you know--

MR. PETRO: Do you have to get a permit to remove this building?

MR. VAN LEEUWEN: Yes.

MR. BABCOCK: They already have one.

MR. MILLETT: Yeah, so--

MR. BABCOCK: There's been one issued. It's been issued.

MR. PETRO: Does it expire in a certain amount of time? Is it a one year permit?

MR. BABCOCK: I'm not sure what the date is. Wasn't there an issue about receiving a building permit for the new construction, the other buildings would have to be down? Isn't that what the board had talked about?

MR. SHAW: What Mike is saying I think if the board wants an incentive to make sure the buildings are down, a condition of approval could be that a building permit would not be issued until the buildings are down, except for Cavallo's.

MR. PETRO: That would satisfy me.

MR. MILLETT: All I can see is, you know, come January 1st, this guy's got some other things going on and he's not going to get there until--

MR. VAN LEEUWEN: We'd give you an extra month or two months.

MR. MILLETT: Henry, what's going to happen? I'm going to be asking you for a favor and you're going to be saying to me well, I don't know you from a bale of hay and we said January first was the date and you didn't do what you said.

MR. EDSALL: My suggestion is that you have Greg prepare a very brief sequence of construction which will lock in if they feel comfortable with, whatever so you can take full advantage of the winter months to do the demolition and start your construction. But put the sequence on the plan so we don't have to go back into the minutes to find these things. We have a sequence and the commitments on the plan.

MR. PETRO: For what we just discussed?

MR. EDSALL: Whatever you come to, just suggest Greg add that.

MR. PETRO: He's not going to receive a building permit until the buildings are down. That is the schedule.

MR. EDSALL: Put a note on the plan to that effect.

MR. MILLETT: We've got payments to make.

MR. KRIEGER: Do I understand that this site contains more than one deeded parcel?

MR. SHAW: Presently it does and it's so noted on the plan that it has to be combined.

MR. KRIEGER: It will be a requirement that it be combined into a single deed and that deed be recorded, not noticed to the taxing authorities, nothing else will do but a single recorded deed with a clear description containing all of it.

MR. MILLETT: Our attorney has tried to be in touch with you about that and apparently he hasn't gotten calls back.

MR. KRIEGER: Who's your attorney?

MR. MILLETT: Joe Meyer.

MR. PETRO: We just went through that on another case, it's not combination of the taxes, it's combination of combining the deeds.

MR. KRIEGER: Not something difficult to do.

MR. PETRO: That will be condition of approval.

MR. SHAW: Fine, understood.

MR. LANDER: Mark, do you have final approval from the DOT?

MR. SHAW: No, I met with Don Green in the field. We went over the curb cut entrances. We also talked about the drainage. I can say for the record didn't have a problem with any of it. The reason I didn't proceed

and move forward with the drawings and the application to the DOT is cause the project was in limbo, as you know, for the last three to four weeks. But I did meet with them and I don't foresee any problem. And if the board wishes to grant approval certainly that should be a condition but I'll come back to you with a permit for the work.

MR. PETRO: The water lines we had mentioned about it briefly for an extension, are you still going with the extension of the water line or are you going to put in separate services?

MR. SHAW: At this point in time, we're going to go in with the one water line so it is going to the County but again, that is a ministerial task.

MR. EDSALL: Jim, on the issue of SEQRA, the only outstanding issue that I was aware of was the issue of drainage and the DOT application and prior to tonight, I had been in contact with Greg and I'm aware of some of the discussions and some of the minor detail changes that the DOT had asked for so at this point, I really don't see any problem based on what Greg has given us as information for the board to move forward and close out SEQRA.

MR. PETRO: Talking about drainage, we'll get back to the SEQRA, you see you have seen a drainage plan.

MR. EDSALL: They've got a drainage collection plan and my only concern was the fact that the receiving system had the capacity to take the discharge from the site.

MR. PETRO: Where does the receiving system go to?

MR. EDSALL: I know it runs in several different directions but I believe it runs to the area behind.

MR. PETRO: Into the stream and out?

MR. EDSALL: Behind McDonald's?

MR. SHAW: Small portions out to Route 32. In fact, there's a catch basin on the site which the storm water

presently discharges to this near the sidewalk on 32 but the bulk of it runs to 300. There's a 24 inch pipe which crosses 300 but the curb cut entrance and runs through Waldbaums there's a stream back there.

MR. EDSALL: So again, my only concern did the DOT have adequate capacity after they have rebuilt that entire five corners area? And that decision really lies with DOT and Greg has brought that to their attention and we have been advised that they are intending to approve the connection.

MR. PETRO: So then there's nothing else to hold up negative dec as far as you're concerned?

MR. EDSALL: No.

MR. LANDER: So moved then.

MR. DUBALDI: Second it.

MR. PETRO: Motion has been made and seconded that the Planning Board of the Town of New Windsor declare negative dec for the M.C. & B. Partnership site plan on Route 300 and 32. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. SCHIEFER	AYE
MR. LANDER	AYE
MR. VAN LEEUWEN	AYE
MR. DUBALDI	AYE
MR. PETRO	AYE

MR. PETRO: While we're talking about drainage, I mentioned to Greg that there is a ponding problem in front of the Red House. As it stands now, obviously we realize the building is coming down and probably elevated but I want to make the applicant aware that there's a major ponding problem in that location.

MR. VAN LEEUWEN: Last time we discussed it, they said they'd fix that.

MR. PETRO: Well, that is if the Red House is going to stay. Now the building is gone. It might take care of itself. I haven't seen the entire plan. Everyone noticed that it does exist.

MR. EDSALL: Greg, I assume that you are still intending to more formally the maintain the phased plan.

MR. SHAW: Yeah, we're going to have to bring that berm and those plantings close to 32. Again, we'll provide Cavallo's Restaurant with sufficient parking but yeah, we're going to have to bring that berm close to make sure that people doesn't drive through the parking area and that work is indicated on drawing 7, I believe.

MR. EDSALL: So why I was asking that yes, I've outlined on my second page of my comments some conditions which I believe have to be included on my approval. This board considers one which pretty much goes without saying is that any of these revisions that Greg has in the works with DOT and the phasing plan, I'll be more than happy to review before it's considered for stamping.

MR. VAN LEEUWEN: Can I ask you a question? Does that berm have to be there, this one right here?

MR. SHAW: There is a a sidewalk, that is not a berm. The berm that I was referring to is on drawing 7 and it is in this area here.

MR. VAN LEEUWEN: You're not going to put that now are you?

MR. SHAW: Yes. When this building gets demolished, what Mark was thinking and the drawings reflected is that a berm gets placed across here so that people who are using Cavallo's park in this area and leave and don't just cut right through the site.

MR. VAN LEEUWEN: But you're creating a problem in my book.

MR. SCHIEFER: You have a concern trying to the get to

the parking.

MR. SHAW: Well, the reality of that is this gentleman or whoever owns this property who has had full use of this property is no longer going to have full use from a practical point of view and this is my personal opinion, I think anybody who is going to be shopping at Primavera's or going to the pizzeria is going to pull in, park on this guy's property, go to a different service establishment and then drive off his property. But he doesn't have the legal right to do that so from a technical point of view, there will no longer be access from 32 to Angelo Rose Morino Enterprises.

MR. VAN LEEUWEN: For years they have been parking on this property. That building comes straight across this way to this point and this has always been part of that same parking lot. Everybody uses it. I park there myself.

MR. SHAW: This curb cut will be exclusively for the Angelo Rose Morino property, this curb cut off 300. That is the way it is, if you refer to drawing one you'll see that what we've done is put in a piece of curbing, okay, to define the entranceway for them to come into the site. We do not plan on using that. We're going to let them have access over that. We're curbing it to define the entranceway.

MR. SCHIEFER: You're restricting his entrance to 300.

MR. SHAW: He doesn't have a substantial width off 32 to access it.

MR. VAN LEEUWEN: I don't know this man from Adam except that he has come in here for approval and to cut him off completely when everybody has been using his property, no parking and he's never said nothing is a little unfair.

MR. SHAW: He should take that up with Mr. Korngold.

MR. VAN LEEUWEN: I thought Mr. Korngold doesn't own it anymore.

MR. SHAW: Whatever has happened in the past has happened with Korngold, hasn't happened with my client.

MR. SCHIEFER: Why should he take it up with Korngold now?

MR. SHAW: Should my client be obligated?

MR. SCHIEFER: No but if Rose Morino wants to take it up, going to Korngold will do nothing.

MR. SHAW: The reason I suggested that cause if there's any indebtedness here for years passed, it was with Dr. Korngold.

MR. LANDER: What's going to stop the people from parking in this parking lot and parking there and going to the pizza shop there? They are going to park in this parking lot anyway. He only has access for deliveries.

MR. VAN LEEUWEN: You're cutting what's always been there. You're cutting through, section off and for years I parked behind that building myself.

MR. LANDER: It's always been a cut through to get passed the light.

MR. VAN LEEUWEN: It might be a cut through.

MR. LANDER: I see a lot of people go through. Needless to say, he is going to have the parking, brand new parking, they are not going to have to park in puddles and potholes like they did before. He is going to have all the parking he wants. They are going to park to go into his restaurant, the deliveries are going to come in the back.

MR. VAN LEEUWEN: I just don't think it's fair.

MR. LANDER: Well, this man has a right to do that.

MR. VAN LEEUWEN: Doesn't mean it's fair and right.

MR. SHAW: From a practical point of view, as I said,

the parking spaces that are adjacent by 32, they are going to be used to accomodate the customers of Primavera and the pizza shop that is going to happen that is where the parking is going to be, someone who is going to Primavera is not going to park up here and walk down into the hardware store. They are going to park here and come right in.

MR. EDSALL: One of the things we wrestled with when Greg and I and you have to understand we put a lot of hours trying to to this. Right now, what's out there is a free-for-all for traffic movement. You're lucky if you don't get through, if you don't wreck your car with the potholes, if you don't get hit. Greg attempted to organize two lanes of parking with thru-traffic and the DOT is restricting what movement he can have. There's nothing that restricts this from Angelo Rose Morino comes in and asks that spaces be eliminated and they write some cross-easements in the future, if he improves his parking lot that that couldn't occur. I just believe it would be a detriment to their site, if there's an organization there, isn't curbing there, isn't landscaping which this board promotes that improves this site, there's nothing that restricts the adjacent property owner from coming back in improving their side and then having a cross-connection. Matter of fact. We can promote it if they ever come in, we can get it on the record that these gentlemen don't oppose in the future some cross-connection in an orderly fashion.

MR. SHAW: How do you feel about that?

MR. MILLETT: Yes.

MR. PETRO: Does that satisfy your concern?

MR. VAN LEEUWEN: No, it doesn't. I stated my concerns. It's been that way all the years. If I was in his position, I wouldn't like it.

MR. LANDER: Suppose there was a fence all those years?

MR. VAN LEEUWEN: If there was a fence up there all these years, it would be a different story. All those

years everybody parked in there, the man never said a word that I know of. I don't even know who he is. He was in here six or seven years ago for a permit, I don't know the man from Adam.

MR. LANDER: He didn't have any parking on the side of the building to begin with legally.

MR. BABCOCK: Parks in the back.

MR. PETRO: Can he still access the back of his building?

MR. BABCOCK: Yes, no problem, not from 32.

MR. SCHIEFER: He has two entrances now, one of them may not be legal.

MR. PETRO: That Route 32 entrance to me is almost useless. Ever try to get in and out of there?

MR. VAN LEEUWEN: To get in is not so bad but--

MR. PETRO: I think he still has his property behind his building, he has access off Route 300, which is ample and the gentleman, if it's a real problem down the road, he can open up the curb to Mr. Angelo Rose Morino.

MR. VAN LEEUWEN: Has Mr. Morino seen this plan?

MR. PETRO: We've had a public hearing and he wasn't concerned enough to come and so I have to agree with the rest of the board at this time that I think it should stand the way it is.

MR. SCHIEFER: The rest of the board may, I don't agree with it.

MR. PETRO: We have agreements here and no agreement here.

MR. SCHIEFER: I think we should talk to the man.

MR. PETRO: He wasn't here for the public hearing.

MR. SCHIEFER: I don't think he's aware of this. If you don't make him aware of it, I shall.

MR. PETRO: He can get together with the new owner and open up a curb.

MR. SCHIEFER: If that is agreeable, I have no objection.

MR. PETRO: He can go talk with the owner. I did similar things in the past. Go up to the owner and come up with an agreement but I don't think we should change the plan.

MR. EDSALL: Greg, you have got excess parking spaces here too so even if two spaces were eliminated to provide a 20 foot cross aisle, you'd still comply with the required parking for the site. We've ran into this exact condition with two adjoining commercial properties in the Town of Cornwall and that we could not get both plans approved at the same time so we left the ability to have the cross connection and it worked very nicely.

MR. SCHIEFER: I like the plan, I'd love to see this happen, the sooner the better but I think the man should be aware of what's happening to him.

MR. VAN LEEUWEN: I wouldn't vote for it until he sees it. I don't like to see anybody cut off.

MR. SCHIEFER: I see no reason why he shouldn't buy it.

MR. LANDER: Let's put it this way, they are not going to put the curbs in next week. This isn't going to happen until the spring of '95. I think these guys went and Greg went overboard by putting all these curbs in and give us an access onto Temple Hill Road, and he's only doing Phase 1, if you let Mr. Shaw send this man a letter. This man wants to see the plan, he can come to the Town Hall.

MR. SCHIEFER: That is fine.

MR. VAN LEEUWEN: That is fine with me.

MR. LANDER: And if he can come to an agreement they want to let him come through their property, through the curb cut, no problem.

MR. SCHIEFER: I just don't want this to happen and the guy wakes up tomorrow and says hey, your store front is on one road, your parking is around the corner through a light or through a filling station.

MR. PETRO: I don't disagree but as far as the Planning Board is concerned we did make an effort to contact every owner for the minutes also and that is why we call it a public hearing. And this man was notified that this plan would be here for his inspection and whether he came or not which I don't believe he did, I can't be accountable for his actions.

MR. LANDER: I don't think we should hold it up for that.

MR. VAN LEEUWEN: I don't think we should hold him up just subject to when we vote.

MR. SHAW: What I will do, I'll write him a letter and send him a copy of the plan.

MR. CONNELL: John Connell, I'm one of the partners. If we give up these two parking spaces, put a curb cut in and then down the road, we run into a problem with parking spaces, can this be a consideration?

MR. PETRO: The engineer told us as far as your plan is concerned that you did have ample parking for your establishment.

MR. VAN LEEUWEN: I suggest what you do is have an agreement that you can use each others parking places, then there's no more problems.

MR. KRIEGER: You have to have sufficient parking on your own.

MR. SHAW: We wouldn't get involved with that, okay. I

feel that there's room enough on our site to accommodate a 20 foot width and still provide the necessary parking spaces for our use. So we won't be asking for any consideration.

MR. VAN LEEUWEN: He's got to fix up his side of the parking lot too.

MR. PETRO: Another thing as far as one of the owners brought up we move that one planter on the south side and there's 40 feet.

MR. KRIEGER: If you need the parking places.

MR. SHAW: That is what I just told my client.

MR. KRIEGER: If you need the parking places and it's tight.

MR. PETRO: Gentlemen, let me go over this and see if everybody's satisfied we're not going to hold the plan up. There may be other things but for this one particular thing, Mr. Shaw will contact the next door neighbor and inform him that the curbing will be going in and that he can make arrangements with the new owners if he finds it not satisfactory and you need to make a curb cut sometime in the future.

MR. KRIEGER: Make arrangements with the new owners for a mutual exchange of easements. They have to have the same right that he has.

MR. PETRO: People can go through his lot and come in also. Any objections to that?

MR. SHAW: Well, let me rephrase it. What I will do is I'll send him a copy of the plan advising this matter was before the Planning Board, the Planning Board had a concern with respect to accessing his property off of Route 32 and if he has a concern about it, please contact my client, whose name address and phone number is such and such.

MR. LANDER: Would you bring to his attention that there's going to be a curb and planter running along

this side of the property right next to his property line?

MR. KRIEGER: Just give him a copy of the plan.

MR. LANDER: Unless--

MR. SHAW: I'll also point out that there will be a curb and sidewalk which will separate the two properties.

MR. PETRO: We the Town of New Windsor Planning Board would appreciate if you'd inform him in that letter that a public hearing was held on 8/10/94 but you're going over and above that to accommodate him.

MR. SHAW: Yes.

MR. DUBALDI: He was already notified that there was a public hearing.

MR. PETRO: Yes.

MR. VAN LEEUWEN: Okay with me, I'm satisfied.

MR. SCHIEFER: With that provision, I have no problem.

MR. PETRO: I don't want to hold up this whole project.

MR. PETRO: Let's look see what else. We have fire approval on 7/11/94 and highway approval 7/22/94.

MR. LANDER: I make a motion that we approve M.C. & B. Partnership site plan with the subject tos from A to G.

MR. PETRO: I have a list of them, if you want me to read them in. We have a second and then we'll go. Is there a second?

MR. VAN LEEUWEN: I'll second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to the M.C. & B. Partnership site plan on Route 300 and 32. Is there any further discussion from the board members?

MR. LANDER: Add to the subject to.

MR. PETRO: I'll add subject to.

MR. KRIEGER: Subject to the letter and items A through G.

MR. PETRO: Any other comments other than the subject tos? Anybody want to add anything else?

MR. EDSALL: One more of the submittal of the revised plans relative to phasing and obviously whatever else changes minor changes.

MR. PETRO: We have the DOT approval from the DOT subject to that, Greg, also we need on the plan just a note if you will that no building permit shall be issued until the buildings are removed down to the Cavallo's Restaurant.

MR. SHAW: Yes.

MR. PETRO: The necessary approvals from Orange County Department of Health.

MR. SHAW: Yes.

MR. PETRO: That is the water line extension?

MR. SHAW: Correct.

MR. PETRO: And the applicant may submit complete bond estimate as per paragraph A(1)(g) Chapter 19 of the Town Code.

MR. SHAW: Fine.

MR. PETRO: And bearing that I left anything else out, is there any further discussion from any board members? I have one other little--

MR. VAN LEEUWEN: Move the question. That means take the vote.

MR. PETRO: Pardon me?

MR. VAN LEEUWEN: That means take the vote.

MR. DUBALDI: He needs a cigarette.

MR. PETRO: One small comment on the Cavallos Restaurant building which will be left after the springtime. Does the New Windsor Planning Board want to put a restriction of time on when that should be removed also we know that is well?

MR. VAN LEEUWEN: Out of there by October 1st.

MR. PETRO: November 1st of '95?

MR. SHAW: That is acceptable.

MR. KRIEGER: November or October 1st?

MR. SHAW: My client acknowledging November is acceptable.

MR. PETRO: November 1st?

MR. SHAW: What date does it expire?

MR. MILLETT: Sometime in October, I guess but--

MR. VAN LEEUWEN: Let's say 30 days after the lease is expired. Is that fair?

MR. MILLETT: I don't think that that is fair. Again, it might be one of these deals where, you know, you get somebody to do this thing in December that you can't get them in November when he's trying to finish up jobs so, you know, putting that--

MR. PETRO: Let's stretch it to January 1st of 1996 and then at that point, you're sure to find somebody after three months and at least the Planning Board has some control over that. We don't want it to go on forever.

MR. MILLETT: We don't want it to go on forever.

MR. PETRO: We have no control once we say yes in about three minutes.

MR. MILLETT: You have control in that we would like to build a third building that is on those plans and--

MR. PETRO: But we're approving that now, sir.

MR. KRIEGER: Phase 1 only includes Jiffy Lube building and--

MR. PETRO: We're approving the whole site.

MR. EDSALL: It's complete site plan just showing two phases.

MR. PETRO: We're not going to see you again.

MR. MILLETT: That would be nice.

MR. VAN LEEUWEN: Don't break our horns, we'll have to vote no. Sixty days after the lease is up the building should be down.

MR. MILLETT: Okay.

MR. VAN LEEUWEN: We have seen that eyesore.

MR. PETRO: You follow the point I'm trying to make that building can go on and on first thing you'll be using it for is a tool shed and then we can't get you in here and Mike says they want some more building permits, what are we going to do so 60 days after the lease.

MR. SHAW: 60 days is fine.

MR. SCHIEFER: You know what, I'd really hate to see Cavallo's get a new lease.

MR. PETRO: That will be an additional note, no building permits until the current buildings are down. The way we have it structured before for the Cavallo's building only 60 days after the building is vacated or the Cavallo's lease is up.

September 28, 1994

28

ROLL CALL

MR. SCHIEFER	AYE
MR. LANDER	AYE
MR. VAN LEEUWEN	AYE
MR. DUBALDI	AYE
MR. PETRO	AYE



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.
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45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
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507 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
(FORMER KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 28 SEPTEMBER 1994
DESCRIPTION: THE APPLICATION INVOLVES THE DEVELOPMENT OF THE
FORMER KORNGOLD PROPERTY. THE APPLICATION WAS
MOST RECENTLY REVIEWED AT THE 24 AUGUST 1994
PLANNING BOARD MEETING.

1. At this time the Applicant has made great efforts to address each of my previous Technical Review Comments relative to this proposed site plan.

Further, it is my understanding that the issue regarding sequence of construction and demolition has now been further modified since the "Red House Restaurant" will now be vacant and demolition is proposed forthwith. It is my understanding that the only existing building to remain is the Cavallo's Restaurant, for which a schedule for demolition should be on record with the Board and, preferably, be included on the final plans.

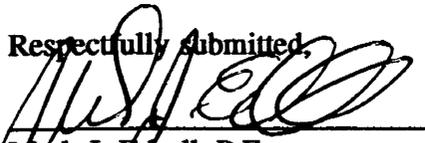
2. The Planning Board may wish to make a determination regarding the type action this project should be classified under SEQRA and make a determination regarding environmental significance. At this time it is my understanding that the Applicant has reviewed the drainage issue with the representatives of NYSDOT and they have indicated, verbally, acceptance of the stormwater interconnections. Based on this information, and all previous information reviewed both for this application and the related Korngold application, I believe the Board could consider a negative declaration at this time.

**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS
PAGE 2**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
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SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 28 SEPTEMBER 1994

3. If the Board believes consideration could be given to a conditioned site plan approval, I recommend that the following conditions be included, as well as any other conditions outlined by the Board:
- a. That the plan include a final schedule for demolition of the Cavallo's Restaurant building.
 - b. That the Planning Board receive final approval from the NYSDOT for the proposed curb cuts, details of traffic control, and stormwater considerations.
 - c. The Applicant receive any necessary approvals from the Orange County Department of Health relative to the waterline extension.
 - d. That the Applicant provide the additional sidewalk and landscaping from this site to the adjoining NYSDOT/Town parking lot, as previously discussed.
 - e. That the Applicant properly combine the various parcels to a single deed parcel, in a manner acceptable to the Planning Board and Planning Board Attorney.
 - f. That the Applicant submit a complete Bond Estimate for the site plan, as per Paragraph A(1)(g) of Chapter 19 of the Town Code.
 - g. That the Applicant pay all appropriate fees in connection with this application.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer
MJEmk
A:MCB4.mk



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

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(914) 562-8640
- Branch Office**
507 Broad Street
Millford, Pennsylvania 18337
(717) 296-2765

13 October 1994

MEMORANDUM

TO: Myra Mason, Planning Board Secretary

FROM: Mark J. Edsall, P.E., Planning Board Engineer

SUBJECT: M. C. & B. PARTNERSHIP SITE PLAN
NEW WINDSOR PLANNING BOARD NO. 94-9

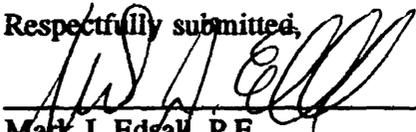
I have reviewed the deed description attached to the facsimile from Andy Krieger dated 7 October 1994.

Please be advised that Schedule A of that deed does describe the entire parcel reviewed as the M. C. & B. Partnership application.

Other than a minor discrepancy for the bearing of course number 7 of Schedule A, the property deed description appears to match the site plan identically.

Please contact me if you have any other questions with regard to this matter.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:10-13-E.mk

ANDREW S. KRIEGER
ATTORNEY AT LAW
219 QUASSAICK AVENUE
SQUIRE SHOPPING CENTER, SUITE 3
NEW WINDSOR, NEW YORK 12553
(914) 562-2333

FAX COVER LETTER

Fax (914) 562 2407

THE DOCUMENTS ACCOMPANYING THIS FAX TRANSMISSION CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS FAX INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE IMMEDIATELY NOTIFY US USING THE TELEPHONE NUMBER ABOVE TO ARRANGE FOR THE RETURN OF THE DOCUMENTS TO US....THANK YOU.

TO: Myra

FROM: _____

RE: _____

DATE: 10/7/94

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: _____

IF YOU DO NOT RECEIVE ALL OF THE PAGES INDICATED, OR IF YOU HAVE ANY OTHER PROBLEM WITH THIS TRANSMISSION, PLEASE CALL OUR MAIN NUMBER (914) 562-2333

COMMENTS: Please have Mark review description to see if it encompasses all MCB property

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

THIS INDENTURE, made the 21st day of September, nineteen hundred and ninety four
BETWEEN

LOUIS KORNGOLD, M.D.

With Offices at: 125 South Main Street, New City, New York 10956

party of the first part, and

MCB PARTNERSHIP

With Offices at: Route 211 East & Carpenter Avenue,
Middletown, New York 10940

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described on Schedule "A" which is annexed hereto and made a part hereof.

BEING AND INTENDED TO BE the same premises conveyed by SHELTER RESOURCES CORPORATION to LOUIS KORNGOLD, M.D. by Deed dated Juen 26, 1980 which Deed was recorded in the Orange County Clerk's Office in Liber 2169 at page 524.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; ~~that the party of the first part is seized of the said premises in fee simple, and has good right to convey the same;~~ that the said premises are free from incumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

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

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

IN PRESENCE OF:

S/HSB

S/

LOUIS KORNGOLD, M.D.

On the 21st day of September 19 94, before me personally came

LOUIS KORNGOLD, M.D.

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

5/
NOTARY PUBLIC

DEBORAH A CAMPBELL
Notary Public, State of New York
No. 489586
Qualified in Rockland County
Commission Expires May 18, 1995

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

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

On the of 19 , before me personally came

19 , before me

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

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Warranty Deed
WITH FULL COVENANTS

TITLE NO.

LOUIS KORNGOLD, M.D.

TO

MCB PARTNERSHIP

SECTION 69
BLOCK 2
LOT 1, 2, & 12
COUNTY OR TOWN COUNTY OF ORANGE
TOWN OF NEW WINDSOR

Recorded At Request of
First American Title Insurance Company of New York
RETURN BY MAIL TO:



JOSEPH P. MEASHER, ESQ.
THOMAS, COLLISION & PLACE, ESQS.
1201 MONROE STREET
POB 399
ENDICOTT, NEW YORK 13761-0329
Zip No.

SCHEDULE A

Town of New Windsor, Orange County, New York

All that certain piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, being more particularly described as follows:

BEGINNING at a point in the easterly line of New York State Route 300 (State Highway No. 9457), where said line is intersected by the southerly line of lands now or formerly Kelly, running thence the following courses:

1. Along said lands, N 66 20' 00" E, 415.40' to a point in the westerly line of Old Temple Hill Road.
2. Along said line, S 23 40' 00" E, 75.00' to a point.
3. Along lands now or formerly Albany Savings Bank, S 66 40' 13" W, 177.00' to a point.
4. Still along said lands and along lands now or formerly R & S Foods, Inc, S 25 17' 47" E, 220.31' to a point.
5. Along lands now or formerly New York State Department of Transportation (Parking Lot), S 37 40' 10" W, 91.96' to a point.
6. Along lands now or formerly Casaccio and Primavera, S 35 30' 55" W, 115.47' to a point.
7. Still along lands now or formerly Primavera, being the northerly line of a ten (10) foot wide right-of-way, S 50 15' 00" E, 190.19' to a point in the westerly line of New York State Route 32 (State Highway No. 9033).
8. Along said line, S 38 51' 00" W, 83.76' to a point.
9. Along lands now or formerly Angelo Rosmarino Enterprises, N 53 33' 00" W, 185.65' to a point.
10. Still along said lands, S 38 17' 55" W, 57.03' to a point in the easterly line of New York State Route 300 (State Highway No. 9457).

11. Along said line, N 15 54' 38" W, 305.62' to a point.
12. Still along said line, N 22 37' 10" W, 15.00' to a point.
13. Still along said line, N 66 10' 24" E, 2.03' to a point.
14. Still along said line, N 14 56' 03" W, 156.02' to the point or place of BEGINNING.

CONTAINING 3.05 acres of land more or less.

Together with and subject to a right-of-way for purposes of ingress and egress as described in Liber 1132 at Page 310, said right-of-way being along course No. 7 as above described.

RESULTS OF P.B. MEETING

DATE: August 24, 1994

PROJECT NAME: M.C. & B. Partnership S.P. PROJECT NUMBER 94-9

LEAD AGENCY:

* NEGATIVE DEC:

M) S) VOTE: A N

* M) S) VOTE: A N

CARRIED: YES NO

* CARRIED: YES: NO

PUBLIC HEARING: M) S) VOTE: A N

WAIVED: YES NO

SEND TO OR. CO. PLANNING: M) S) VOTE: A N YES NO

SEND TO DEPT. OF TRANSPORT: M) S) VOTE: A N YES NO

DISAPP: REFER TO Z.B.A.: M) S) VOTE: A N YES NO

RETURN TO WORK SHOP: YES NO

APPROVAL:

M) S) VOTE: A N APPROVED:

M) S) VOTE: A N APPR. CONDITIONALLY:

NEED NEW PLANS: YES NO

DISCUSSION/APPROVAL CONDITIONS:

The Board wants the remainder of the building
renovated.

Next agenda

M.C. & B. PARTNERSHIP SITE PLAN (94-9)

Gregory Shaw of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: We were before this board two short weeks ago and spent a considerable amount of time discussing the phasing of the project. I believe there was a site inspection last night, I think maybe time would be better served if I listen to what the board had to say regarding this matter or at least updating with regard to the site inspection.

MR. VAN LEEUWEN: Did our attorney get a copy of the contract?

MR. SHAW: I don't remember if that was asked for.

MR. VAN LEEUWEN: I asked for it.

MR. KRIEGER: Contract of Sale?

MR. VAN LEEUWEN: Let me say the reason why.

MR. BABCOCK: I think what you asked for is the lease.

MR. VAN LEEUWEN: The only reason why I am bringing this up, okay.

MR. KRIEGER: Request for the Blockbuster lease to make sure it existed. I don't recall offhand having seen that.

MR. VAN LEEUWEN: One reason is Mr. Korngold this is about the third time he's going to contract on this piece of property that I know of and every time something happened, I don't know what was, I wasn't there. I wasn't party to it. I didn't try to buy it and I'm just wondering if this is going to happen again. Certain party told me Korngold told him he's not going to sell it period. They didn't come up with a high enough price.

MR. LANDER: That is up to Dr. Korngold, whatever he gets out of it.

MR. VAN LEEUWEN: In a way, you're right.

MR. LANDER: We have this applicant here now and we have to deal with what they have now.

MR. VAN LEEUWEN: I'll keep quiet, I have something I want to say but I'm better off not saying it.

MR. PETRO: Mr. Shaw asked the board what our findings were last night or what we thought after site visit which we did do, four members present did go, would anybody like to take the bull by the horns and answer that?

MR. VAN LEEUWEN: I can do that. We went out and took a look, they are in very deplorable condition. My personal feeling, I'd like to see the thing come down to the ground. I realize what you people are up against. I think if we see a plan where the buildings are going to be, existing part of the building that is going to stay, going to be upgraded, painted, windows, the roof fixed, gutters cleaned, the back of the building repaired. Cause it's deplorable. Something has to be done with the drainage because water runs in the restaurant. Then I'm willing to, personally I'm willing to consider it, okay? What the rest of the board members do is up to them.

MR. PETRO: The ponding that is in front of the Red House Restaurant at this time, this severe ponding right there obviously if you take the building down to the Red House, you're going to do some improvements on all your drainage. How is that going to be addressed with the drainage that is here? I see you have some.

MR. SHAW: What we did again if you look on drawing 7 you'll see what the proposal is for the phased development. And you'll see that our intent as of right now is to pick up the drainage that is going to be generated by our new development. We don't have anything planned for any new drainage plan for the portions of the existing building to remain.

MR. PETRO: You have a catch basin right here which is

right behind the Primavera building, I believe that is also approximately where the Red House Restaurant building would stay.

MR. LANDER: I think what Mr. Petro's trying to get at here, Greg, is on the first page, you must have drainage figured in here for this section.

MR. SHAW: This section is going to be re-graded, if you go to drawing 2, there's a grading plan going to be drained to this catch basin which in turn is going to tie into the State's drainage system.

MR. PETRO: So what you're telling the board is that the drainage problem that now exists is going in front of the Red House Restaurant would actually be flowing to this probably north side?

MR. SHAW: No. What I am saying is that with the demolition of the entire building, all right.

MR. PETRO: Entire building?

MR. SHAW: With the entire building the site will be graded to a new catch basin located here which will tie into the State's drainage system on Route 32. There are no drainage improvements proposed at that point in time to this portion of the site, will be scheduled to remain until the Red House comes down.

MR. PETRO: But the point I'm making that could be ten years and I think the last storm I have a letter and the Red House had two inches of water. There's no way for the water to visually you can see to get out to 32. It can't get away but I do think the problem could be solved again but once the buildings come down here to grade, the parking lot to this catch basin here for the meantime I understand you're going to do it all later. But it's a problem that's got to be solved and I think it will be easily solved once the buildings are done.

MR. SHAW: I wasn't aware of that but if there's a ponding problem in front of the Red House, very simple answer may be to put a catch basin in front of it and drain it to the interior of the site or maybe if

there's not any vertical differential out to 32 but that is a simple way of taking care of it, putting in a catch basin and draining it somewhere until you get relief.

MR. VAN LEEUWEN: As long as it gets taken care of, what do you plan to do to the building, plan to leave it?

MR. SHAW: The way we left it was our proposal to you was to take down the building facing Old Temple Hill Road, take down the majority of the building up to the Red House, let that structure stand until October of '95. At that point, take Cavallo's down, the building between Cavallo's and the Red House and leave the Red House up, for how long that has yet to be determined. Where the board got hung up what was going to be the aesthetics of that building, okay, once the majority of the building is taken down and I think you're past dressing it up for Cavallo's, what was it going to look like in case it does stay up ten years if the lease does stand that is where the board left off two weeks ago.

MR. VAN LEEUWEN: Okay if that building has got to stay 15 years and at this moment you don't plan to do anything with it, okay, you're putting up new buildings but you're still leaving an eyesore there. That is one of the entrances to the town. We had the same thing with Coastal. You have got to come up with a plan to clean it up. If we're not going to clean it up, it's going to come down.

MR. CONNELL: It's an eyesore to our site also, which is something we don't want, putting up two new buildings. We'd like to sell a third area so we want that site to be very attractive. Certainly Blockbusters is going to want it attractive. We want it attractive as the Jiffy Lube people because that is part of our appeal, that is part of our image so we are, believe me when I drive by there, I know right where you are coming from. I understand that we weren't aware that there was a ten year lease extension on the lease until about a month ago. Our understanding was that building was to go, Cavallo's

was going to stay, so this is all new to us and we're hoping in the negotiations that we're going to say goodbye to the Red House. But what we need to know from the town is if we don't say goodbye to the Red House, what are our options.

MR. SCHIEFER: My opinion you keep saying aesthetics. I was over there last night, that roof is more than aesthetics, that roof has got to be fixed. There's holes in the roof.

MR. PETRO: That building, you have got to do some repair on it. Now, the only reason I'm reluctant to repair because I don't want the Red House Restaurant to stay there. It's a Catch 22 but right now, it's a disaster but I don't know.

MR. LANDER: Mike, has your office violated Dr. Korngold's buildings, Red House, for the roof?

MR. BABCOCK: No, the fire inspector's office is handling that.

MR. LANDER: Because I heard it was in court over the roof.

MR. BABCOCK: That is correct, with the fire inspector's office.

MR. PETRO: I'm going to speak for the board and gentlemen please interrupt me any time you feel I'm not speaking for the board. We did go there last night, we know the idea that you came up with at the last meeting and I don't think the board at this time is opposed to that. When you again take down the entire building out to Temple Hill Road, the old building taking down the building down to the Red House, again in October of '95 removing Cavallo's, an empty store, grading it so the water obviously would be corrected and barring any other site plan detail that we'll get into after we get over this hurdle. One major concern that all the members had including myself is if we decide that this is acceptable, can we indeed do something to upgrade the remaining building which again is from the Red House down to Cavallo's for the remainder of the year

that Cavallo's has and also for the Red House to at least make an appearance somewhat acceptable. And you are the owner?

MR. CONNELL: Yes.

MR. PETRO: Can you give us an idea of what your plan is to upgrade the building in the meantime that is going to be remaining there?

MR. CONNELL: Well, we were really waiting to hear, get a little guidance from the board.

MR. PETRO: I'm telling you now that the Planning Board is leaning towards your plan of phasing it as you want to as long as we can have some assurances that the building will be upgraded to have certain, I don't mean being brick-faced and being made a modern building but be at least acceptable to the eye and safe for the citizens that are going there. Do you have any plan whatsoever to re-shingling the roof, take care of the water problem, obviously get rid of the weeds?

MR. CONNELL: I think that we have to address those questions and we have to see what the cost factor is and from there, maybe it's not, maybe the whole thing isn't feasible, you know, maybe you're going to spend \$100,000 in improvements and you can buy them out for \$100,000, you know, so that is why we have kind of taken, we're really waiting to hear from you what you want us to do.

MR. VAN LEEUWEN: Can I make a suggestion to you, please? When is this going to come in court, do you have any idea?

MR. CONNELL: I have no idea.

MR. KRIEGER: Which court?

MR. CONNELL: We have a contract with the doctor and Andy, I thought that Joe had sent you a copy of that.

MR. KRIEGER: He may have, I didn't bring the file. I know I got something.

MR. CONNELL: We're at the end of our contract with the doctor so he has to sell us the property or we're going to go after him for the expenses that we have spent, the time that we have spent so he's asked for an extended, a little extended time and we have extended that.

MR. PETRO: Greg, again I believe that the board is leaning to going along with the phasing as you have presented it. We would like or we would require upon acceptance of that some type of a plan to upgrade the existing building.

MR. SHAW: Can I have 30 seconds to speak with my client?

MR. PETRO: Sure. Off the record.

(Discussion was held off the record)

MR. SHAW: I talked with my client, we can't add anything more to what you're saying. Just to make sure I understand you correctly, you're looking for architectural and interior improvements are going to be made now which will now become voided when a portion of the building is taken down October of '95 and also the same improvements for Red House. Looking for two step, am I correct, now to October of '95 and then from October '95 forward?

MR. VAN LEEUWEN: Yes, correct.

MR. VAN LEEUWEN: We want to know what you feel as to what you are going to do with the roof and fix up the building on the outside, the drainage back and front, we've got a big problem in the back too.

MR. SHAW: Okay.

MR. VAN LEEUWEN: Get an idea if it's feasible or not it might not be feasible and we don't know either if you are going to spend \$100,000 to fix up the building and you have got to give like you said you have got to give the guy \$100,000, let him go home and knock the

building down.

MR. LANDER: You have still got Cavallo's at the end.

MR. VAN LEEUWEN: Cavallo's is '95.

MR. CONNELL: His lease ends in October of '95.

MR. SHAW: It may not work at \$100,000 either.

MR. VAN LEEUWEN: I'm taking your client's word that he said it might be worth giving the \$100,000 and walk away.

MR. SHAW: Don't assume that he can throw \$100,000 into the deal.

MR. VAN LEEUWEN: No, that is the only reason when we discussed this thing last night, that is the only reason I backed off, I would like to see the other building come down but I'm also a business person, I don't want him to go over a barrell.

MR. CONNELL: I'm not going over the barrel either. The site works or it doesn't.

MR. SHAW: The only thing we can come back in two weeks and please put us on and we'll give you more information, thank you.



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**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
(KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 24 AUGUST 1994
DESCRIPTION: THE APPLICATION INVOLVES THE DEVELOPMENT OF THE
KORNGOLD PROPERTY. THE APPLICATION WAS MOST
RECENTLY REVIEWED AT A PUBLIC HEARING ON
10 AUGUST 1994.

1. At the 10 August 1994 Planning Board meeting, the Public Hearing was held and closed for this project. It is my understanding that the Planning Board was to make a field review of the property, such that their observations and the demolition and phasing could be reviewed at this Planning Board meeting.
2. Once the Board reviews their findings from the field review, the final phasing should be documented on the plan and the other items noted in my 10 August 1994 comment sheet should be addressed by the Applicant.

Respectfully submitted,

Mark J. Edsall, P.E.
Planning Board Engineer
MJEmk
A:MCB3.mk



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**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS**

REVIEW NAME: IRA D. CONKLIN SITE PLAN AMENDMENT
PROJECT LOCATION: RIVER ROAD
SECTION 9-BLOCK 1-LOT 98
PROJECT NUMBER: 94-23
DATE: 24 AUGUST 1994

1. This application involves a proposed amendment to the recently approved IDC site plan.

This new site plan includes a large processing and soil storage building, with the office building located forward on the site from the original location.

It is my understanding that this new site plan will provide for increased capacity of the facility, which is the basis of the requested amendment.

2. As can be noted from the zoning bulk table on the plan, at least two (2) variances are required for this application. Before sending this application to the Zoning Board of Appeals for necessary action, I suggest that the Planning Board review the new layout, in concept, advising them of any basic concerns.

In this concept review, I suggest that the Board discuss at least the following:

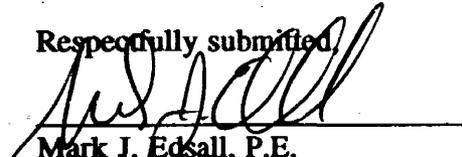
- a. Visual impact of new 23,950 square foot building, which has a 51 foot height.
- b. Interior traffic configuration and operational arrangement.
- c. Location of any equipment (interior or exterior) and any increase or decrease in noise levels.
- d. Proposed hours of operation for the increased operation.
- e. Discuss any preliminary information relative to DEC review and approval.

**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS
PAGE 2**

REVIEW NAME: IRA D. CONKLIN SITE PLAN AMENDMENT
PROJECT LOCATION: RIVER ROAD
SECTION 9-BLOCK 1-LOT 98
PROJECT NUMBER: 94-23
DATE: 24 AUGUST 1994

- f. Determine whether any other basic information regarding the site operation differs from the previous site plan as reviewed by the Board.
3. It is my suggestion that the Planning Board request an amended Full Environmental Assessment form for the project as part of this application.
4. Once the Applicant receives the necessary variances from the Zoning Board of Appeals and returns to the Planning Board, I will be pleased to review the details of the application, as deemed appropriate by the Planning Board.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:CONKLIN.mk

PUBLIC HEARING:

M. C. & B. SITE PLAN (94-9) ROUTE 300

Gregory Shaw of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: My name is Greg Shaw from Shaw Engineering and I'm representing M.C. & B. Partnership tonight. With me in the front row are the three principals, John Connell, Jim Millett and Dan Bannon so if the board has any questions regarding the operation, they will be able to answer that for you. Let me begin the presentation by just outlining the parcel and our proposal. It's approximately 3 acre parcel which is, which has frontage on Windsor Highway, Old Temple Hill Road and New York State 300, which is Temple Hill Road. We're proposing three buildings. Building number 1 would be a retail building, approximately 6,000 square feet. A second retail building of 14,200 square feet is proposed and a final structure for Jiffy Lube that is proposed in the southerly portion of the project. It is in a C zone, design shopping. The retail uses are a permitted use, the services, repair garage is a use that is going to require special permit from this Planning Board. So with your public hearing tonight, I believe this public hearing fulfills both functions for site plan and special permit. I hope so.

MR. VAN LEEUWEN: I don't think the board has really decided yet whether we're taking one application instead of two.

MR. LANDER: I think it was my understanding it was two.

MR. SHAW: With respect to the layout of the site, we're in conformance with all area of the zoning code. We did obtain variances from the Town of New Windsor Zoning Board of Appeals for building height on two structures. That is for the Jiffy Lube structure and also retail building number 2 and while we were at the ZBA, we also obtained all our necessary sign variances, both with respect to wall signs, freestanding signs, number, heights, et cetera. The parking layout will

have access onto Old Temple Hill Road, onto New York State 32, which is Windsor Highway and Route 300. According to your zoning code, we're required to provide 126 parking spaces, we're providing 131 so there are 5 spaces in excess. Most importantly, we're proposing the development of the site into two phases. If you take a look at drawing number 7 of the submission before you, you'll notice the improvements which we're proposing for Phase 1 that would encompass the Jiffy Lube structure, retail building number one which at this point in time is proposed for a Blockbuster Video. I have also within the development or remaining within the development are portions of the existing building which presently houses the Cavallo's Restaurant and the Red House Restaurant. There's notations on the plans that future retail building number 2 will not be permitted to obtain a building permit until the balance of that structure is demolished. I must point out that and I'm sure all the board members are aware presently there's a long elongated building on this parcel. The building will be approximately 50% removed, demolished, what will be left--

MR. VAN LEEUWEN: There's two buildings on the parcel, there's another building sits over here.

MR. SHAW: Correct, correct, I stand corrected. What will remain will be the Cavallo's Restaurant, a vacant space between Cavallo's and finally the Red House Restaurant. You will notice on the Phase 1 site plan that we have provided parking according to the Town of New Windsor Zoning Ordinance for those uses so that they can continue in operation until the leases have expired. The buildings will be demolished and that will now permit retail building number 2 to be installed, if this board so wishes and again that is our proposal before you.

MR. VAN LEEUWEN: Can I ask you a question?

MR. SHAW: Yes.

MR. VAN LEEUWEN: Cavallo's and Red House, how long are the leases?

MR. SHAW: Cavallo's, I believe Mr. Cavallo can correct me, expires in October of 1995, is that correct?

MR. CAVALLO: Yes.

MR. SHAW: And the Red House Restaurant I've just seen a copy of the lease tonight for the first time but I believe and I haven't looked at it but I believe it is a five year lease.

MR. VAN LEEUWEN: I heard it was ten years, he had ten year lease and ten year option.

MR. SHAW: Have you read it?

MR. MILLETT: I think he's got another five years on the one.

MR. KRIEGER: Mr. Shaw, isn't this lease that you have just handed us a copy of the subject of a Supreme Court lawsuit which is going on right now?

MR. SHAW: Correct.

MR. KRIEGER: Is it Red House's position that that lawsuit, I'm not talking about right or wrong, I'm just asking if you know if it's their position that they have a right to be there for ten years?

MR. SHAW: I don't know what any position is in this particular case. Again, that lawsuit is going on between the owner and Mr. Lewis Korngold and the Red House Restaurant. Again, my clients are the contract purchasers of the parcel. They are one step removed from whatever is going on between the Red House and Mr. Korngold.

MR. DUBALDI: I have another question. What's to stop the applicant from just going through and building Phase 1 and not proceeding, going on to Phase 2? In other words, if we approve this site plan, we're going to agree to leave these 3 stores up as well as allowing you to build Jiffy Lube and the Blockbuster Video. What stops the applicant from just keeping it like that

for as long as he wants?

MR. SHAW: The purchase price of the property. Do you know what real estate is?

MR. DUBALDI: I don't want to hear that.

MR. SHAW: That is real because do you know what real estate is worth in Vails Gate? To continue to leave these structures up as opposed to building 14,000 square feet of new retail space, there's an incentive to get these structures.

MR. DUBALDI: I don't want an incentive, I want a guarantee.

MR. LANDER: Why don't we say that Cavallo's is the last lease because this is the Red House Restaurant here.

MR. SHAW: Correct.

MR. LANDER: Their lease ends the 30th of July, '94?

MR. SHAW: I have not read this.

MR. KRIEGER: I haven't seen the lease.

MR. LANDER: An additional ten years so that would take it to 2004.

MR. KRIEGER: I've spoken to the attorney for Red House in that lawsuit which I just mentioned and it is Red House's position which is contested and it's not a fact, just a position, it's their position that they have have ten years to be there. It's Dr. Korngold's position cause I also spoke to his attorney that they have no right to be there, they are tenants at will and they can be terminated at any time. Where the answer between the two lies is the outcome of the lawsuit.

MR. VAN LEEUWEN: They can take a year.

MR. KRIEGER: That could take at least a year. I understand they haven't even had discovery.

MR. VAN LEEUWEN: I thought they were in court.

MR. KRIEGER: Summons and Complaint is started but in terms of the procedures.

MR. VAN LEEUWEN: Could take three years.

MR. KRIEGER: They are early on.

MR. PETRO: It's my understanding it's already been through the courts one time.

MR. KRIEGER: Through this court, through Town of New Windsor and it was awarded that the lease is in effect now, that is, there's going to be an appeal.

MR. SHAW: The purpose of requesting that I get my hands on a copy of the lease if you will just turn to the highlighted section, this isn't a question of \$5,000 to buy out a lease to make this problem go away. If you please read the amounts, you'll understand the substantial sum of money to buy out this particular lease. Again, my clients were not a party to this lease. Very simpy, to buy them out in year one, \$85,000. To buy them out in year two, \$90,000. All the way up to the final year of \$100,000. Year four substantial sum of money, if my clients could write out a check for \$5,000 to make the problem go away, they more than likely would but they can't, all right and the bottom line is that if they are forced to deal and to buy out this lease, with Red House or Mr. Cavallo the numbers don't work. They walk away and unfortunately Red House will be there a lot longer than five years.

MR. VAN LEEUWEN: Mr. Shaw, can I say something? Let's go back a few years before you even entered into this. We have had so many promises there. I've sat on this board well over 20 years. For the last 15 years, we've asked Korngold and I know it's new owners taking over, fixed parking lot, they have been in here, they've done this, they've done that. Mr. Korngold knew all along that he had a problem with those two parcels. The place looks like a dump. Why hasn't he done something

to fix it?

MR. SHAW: I have never met Mr. Korngold. I can't answer that. What I can tell you is 90 percent of the site is going to get constructed to this board's satisfaction. And the last ten percent is going to have to wait. Believe me, it is in my client's best interest.

MR. VAN LEEUWEN: Can I tell you something? The way I feel about this whole situation the building should come down. I really do.

MR. SHAW: Why?

MR. VAN LEEUWEN: Because it's an eyesore. It looks like hell and I'll tell you something, we've had nothing but problems with the property from day one ever since the Schoonmakers got out and D'Angelo's bought it and sold to Mr. Korngold, it's just shabby. If Mr. Korngold or whoever owns it went in and fixed it up, and dressed it up so it looks like something.

MR. PETRO: Let me ask this. This goes along with what Henry's saying and Carmen, if say the Planning Board went along with Phase 1 and 2 and everything is fine what if the Red House Restaurant wins their case, all right, we don't know that the applicant is going to win the appeal. If they win, what's going to--you can't take it down.

MR. SHAW: If they win, they are there with or without Blockbuster, with or without Jiffy Lube and with or without 15,000 feet of retail. If they are there they are there with or without this project.

MR. PETRO: When you Carmen his answer and I agree with part of what your answer was that the project will not work without the building number 2, the retail building so in effect, if Red House stays there, you can't build retail building number 2 and they can't make it work.

MR. SHAW: But what it does, all right, it gives them an incentive to go to Red House and maybe to do something with the lease but their position is going to

be strongly undermined if this board says we want to tear that building down now. When they go to Red House, I think Red House's position is going to be a lot stronger than if this board approves it in phases and they approach Red House after the fact.

MR. PETRO: So what you're saying is after this Phase 1 and Phase 2 is approved, Red House will realize that they are going to not be bought out immediately.

MR. SHAW: It's a possibility. I'm not saying it's factual.

MR. VAN LEEUWEN: You mean they are fighting the lease on account of the new owners buying the property?

MR. SHAW: I don't know why Korngold and Red House are fighting, I really don't know the particulars of it. Unfortunately, my client's found out about this at the last minute. They are pulled into the middle of it. They are also trying to rectify this problem. This board's opinion was loud and clear months ago with respect to remains of that building and we've tried everything we can to take that building down, other than writing out a check and big check may I add.

MR. VAN LEEUWEN: I'm not looking to bend anybody over the coals. Why wasn't something mentioned about fixing the building up?

MR. SHAW: We talked about it at the last meeting.

MR. VAN LEEUWEN: I wasn't here.

MR. SHAW: You're correct, you were not here. We talked about painting the outside of it, doing something else just to make it cosmetically, we're not talking about major improvements, just talking about the exterior of the building to dress it up and improve it from what it presently is. It's a different color every 50 feet, you go from white then you go to red.

MR. PETRO: We can get to that later on, if we wind up doing it. The bottom line is you're saying Phase 1 happens, we have half the building. If no problem

happens we still have the whole building.

MR. SHAW: What was that?

MR. PETRO: If this plan is approved and everything goes the way the applicant says we're going to have one half the building.

MR. SHAW: Correct.

MR. PETRO: If nothing happens and the plan is not approved, we're going to have the entire building.

MR. SHAW: Absolutely and you're not going to have Jiffy Lube or Blockbuster or future retail space.

MR. VAN LEEUWEN: What about the plans for the back building here, are they going to tear them down?

MR. SHAW: Only plans is for that to be demolished.

MR. PETRO: That whole building is coming out immediately?

MR. SHAW: Right, the only structure left on the entire site is the piece of building which is 36 feet wide by 140 feet in depth.

MR. DUBALDI: What happens to the project if Red House wins this appeal?

MR. SHAW: If Red House wins this appeal, whatever they win, they are there with or without this project. If they win, they are here. They are going to stay there.

MR. DUBALDI: You told me that the project cannot be made unless you go to Phase 2?

MR. SHAW: I'm saying there's a very strong incentive, all right, for my clients to go to Red House once Phase 1 is under construction and to go to them and possibly renegotiate or not renegotiate but renegotiate the termination of the lease.

MR. DUBALDI: So we don't know at this point whether

you're going to be able to take down the building at all?

MR. SHAW: I can't guarantee that the building is going to be down inside of a year because if Red House wins in court, all right, and they are inflexible with respect to termination of the lease, New Windsor has Red House with or without that project.

MR. VAN LEEUWEN: Let me say something before this court case is closed it would be three years before he gets into the court.

MR. KRIEGER: If I may, cause I think there's some confusion that has developed here. There are actually two separate court proceedings. There was an eviction proceeding brought here in New Windsor Justice Court which Dr. Korngold was successful. That is the one that is currently being appealed. There's a Supreme Court action pending in Orange County Supreme Court, entirely separate matter, that they are not related, it's entirely separate, that is the one that I said has begun. They've had their first conference but it has yet to work it's way through discovery and it's apparently nowhere close to actually having a trial date set.

MR. VAN LEEUWEN: What if we do approve this thing, okay, and the new owner says well, I'll leave him there for ten years, there's no big deal.

MR. PETRO: We're half better off than we were in the start because half the building is gone, no matter what, I'm sure the owner would agree to fix it up and all the building is gone and you have nice, new retail building and Jiffy Lube.

MR. VAN LEEUWEN: Before I make the decision, I want to see the plans and what they are going to do with the old building. But I stated my position already.

MR. KRIEGER: One thing if I may draw the board's attention to the portion of the building which is scheduled to remain contains three units. There's been discussion here about Red House which is the occupant

of one, discussion about Cavallo's which is the occupant of the other, the middle one is currently vacant, there has been none that I have heard, no discussion from the board, the applicant or anybody else as to what's going to happen with respect to that so if Red House, what I am thinking of is if Red House wins, then they may decide in order to recoup the money or whatever, to increase the use of the building by getting a tenant for the third middle space.

MR. VAN LEEUWEN: We've got a problem here.

MR. KRIEGER: You no longer have two, you have three.

MR. PETRO: It can be a condition of approval that no further rentals will be made in the existing building.

MR. SHAW: Sure, we'd certainly agree with that. That is what our intent is.

MR. PETRO: I'd like to poll the board. It is a public hearing so we're going to get to that. Ron, do you have an opinion?

MR. LANDER: Mr. Chairman, everybody would like to see the building down. The only problem I have with holding Phase 1 up is that I don't want to see these gentlemen pay for something that should have been done a long time ago and if they are going to fix this building up, I don't want to see a coat of paint on this thing. Who is going to pay for that, Korngold, the tenants, who is going to pay for it?

MR. SHAW: I think you would have to get an assurance from my client and let them deal with whoever they have to deal with. But the burden to rectify that would be with the applicant.

MR. LANDER: I'm not going to be satisfied just with a coat of paint on this building, tell you that.

MR. VAN LEEUWEN: I'm not either.

MR. PETRO: If we get that far, something that should be bonded also.

MR. VAN LEEUWEN: I said that before, I want to see what--

MR. DUBALDI: I agree.

MR. VAN LEEUWEN: Right now, we don't know nothing if we approve this thing, that building can sit there another ten years. Over my dead body.

MR. PETRO: I'm going to voice my opinion and open it up to the public. I'm in favor of this project and I'll tell you why. Because I still think half the building gone is better than none of the building gone. It's a nightmare. I agree with Mr. Van Leeuwen, I have been around for 42 years in New Windsor and that building is originally a pole barn and shouldn't have been there in the first place. You also have the entire pool building coming down, that goes out to Old Temple Hill Road, that entire building is the one that is bad shape as Mike Cavallo's is in and it's occupied and it's a disgrace. Also, by approving, I'm ahead of myself but everything is not to code and everything, you have building or retail building number one which is a nice assessment, 6,000 square foot building, I believe they already have a tenant, you have the Jiffy Lube building. They have new parking and everything for around Cavallo's Restaurant in Phase 1 Red House has their own parking. It's an entire improvement to the entire corner and it's a step in the right direction. I think that is the way we have to look at it, it's a step in the right direction.

MR. VAN LEEUWEN: But Jimmy, they say here existing macadam paving doesn't mean they are going to do anything with the parking lot. Matter of fact, they are putting trees in front of it so the parking lot is sitting out by itself, am I correct?

MR. PETRO: We can get to those details and ask the applicant to at a later time. One, we have an opinion of the whole thing, we'd like a building fixed up, bonded to a degree, I'm going to assume it's going to stay there ten years and I still don't have a problem if it stays there ten years. I don't want that to

happen but it's better you have half, maybe more than half the building gone. All of the other building down and great assessment in two brand new buildings.

MR. KRIEGER: If they do build these there again using Mr. Shaw's words their incentive to maintain the parking lot in a better fashion than it has been maintained heretofore is much greater if they'd have a much greater interest than the present owner.

MR. PETRO: The town has everything to gain and nothing to lose.

MR. KRIEGER: I'm in essence agreeing with you.

MR. PETRO: That is my opinion and I think at this time, it is a public hearing. On the 14th day of July, 1994, 41 mailed envelopes did go out, 5 were hand delivered and that is sworn by Deborah Green, notary public for the notice of public hearing. At this time, if anyone is here and would like to speak on behalf of this application, please come forward, state your name and address and any concerns that you might have.

MRS. CATHERINE KELLY: Cathrine Kelly and I have the adjoining property. I don't know whether this is of any importance but as of last night, Mr. Korngold said these people are so far apart on pricing, does that effect how this works? If the sale doesn't go through?

MR. VAN LEEUWEN: If they are contract vendee, that means there's a contract. There's been a deposit made. Korngold's locked into the contract. Are you contract vendee?

MR. MILLETT: Yes.

MRS. KELLY: He's lying to his tenants.

MR. VAN LEEUWEN: Well, Mr. Korngold didn't die from the first, let's be very frank. Let me tell you something, he's come before this board and he's made hundreds of promises, okay, over the last 15 years that I have been sitting here and never has anything ever materialized, nothing.

MR. KRIEGER: Only by way of background, I'm not involved in this particular contract, nor do I know the details but from having been involved over the years in a number of contracts, I'll only say that regardless of how the contract is written, there are some people who are extremely energetic in finding things to argue about long after most of us would feel that the time for argument has ended. And Dr. Korngold has shown himself to be at times a contentious individual.

MR. VAN LEEUWEN: This whole thing might not go anywhere.

MR. PETRO: Do you have anything else to add?

MRS. KELLY: Not really, no.

MR. PETRO: Anyone else?

MR. JOSEPH PRIMAVERA: Joe Primavera. Jim, you guys know the building and if the building were to stay, it really should be totally rebuilt. The garage side is totally falling down on the driveway side. There's grease just dripping out of the leader pipes. It's a total fire hazard. I mean, there's no fire breaks between any of the buildings, that whole 300 foot building has got one open attic.

MR. PETRO: 160 feet of the building is coming down.

MR. PRIMAVERA: It won't be improved by today's standards?

MR. VAN LEEUWEN: No.

MR. PETRO: I attempted to go that path last time.

MR. PRIMAVERA: If this thing was going to stay, the building inspector should be able to go in there and make this thing livable, right?

MR. PETRO: Mike I want you to help me with this. I had gone this route before. I was going to ask if the building had to be brought up to code and you informed

me that the entire building didn't have to be.

MR. BABCOCK: Your question was is that the end of the building when they cut the building off and they put a new building up would that have to come up to code, would the whole building have to come up to code because of that and the answer that I had was no, it wouldn't right now. I have nothing to do with this building. It's an existing buildings. It's the fire inspector's office that handles existing structures. I do the new ones. Right now, I do know that they have been there and have inspected it and do have problems that are there right now. I think we have been waiting because we have been promised that things are going to happen and things are going to happen and I think we're waiting to find out what's going to happen. And if the building does stay, I'm sure they are going to be in there and expect some renovations.

MR. PETRO: I'm sure that the building department will have to have things brought up to code and be, I can assure you that Mr. Van Leeuwen and Carmen and Ron are going to ask the applicant to definitely dress this building up and make it more safe if he should happen to stay.

MR. PRIMAVERA: I think the damn place is going to burn down some day. Right now, you can walk down the alleyway, go into the main panels of the building, any kid can go in there and open the fuse panels, stick a hand in, whatever they want to do there. All the doors are open in every building.

MR. VAN LEEUWEN: He's right here.

MR. PRIMAVERA: Every one of the doors is open. I've called the police couple times. They come and close them but they can't lock them. There's no locks that work.

MR. LANDER: Other than that building, you have no problem with this?

MR. PRIMAVERA: No, these fellas have been very nice.

MR. MICHAEL CAVALLO: Mike Cavallo. I don't have objection to him tearing the building down. But I'd just like to add a little bit to what Mr. Primavera said. If you took and went as far as the Chinese House, cut that down, leave the rest of it up, I don't think they are aware how much problems there are between the Red House and Cavallo's. There's two little buildings in there that are a disgrace. I don't even know when they allow them to stand. The roofs are leaking. At one point we had problems with roaches. The Chinese house sent them to me, I sent them to them. Between the two of us, we paid to have the middle buildings done, but they were still in the middle. If you walk in there, the place is a mess. What they'd have to do, forget the outside, like Mr. Primavera said where it's really a mess with grease and smoke and so on and the gutters are falling down, that would all have to be part of their job to dress it up a little bit. But in between Cavallo's and the Chinese restaurant there's two little stores there that can't stand up, they have to be knocked down. Then the fire wall would have to be put up. If they realize all this has to be done and they still want to go ahead with the contract, then it's fine but I'm sure that when they start tearing down and you people go over there and find out really what's between, you're not going to allow them to do it unless they take care of all the violations. It's all I have to say. For parking, what I have got out there is basically according to the Town and to State Liquor Authority, I must have so many parking places. When the State took away the front parking for me now I need 13 or 14 parking places just for my restaurant, let alone the Chinese restaurant needs because the law says in order to have so many--

MR. PETRO: Did you see their plan, Mr. Cavallo? Did you see the extra spaces that he has in Phase 1? There's 13 on the side for the Red House and 14 in the front for you or mixed.

MR. CAVALLO: They'd have to leave 14 parking places for Cavallo's and I don't know how many they'd need for the Chinese, I don't know but the Town of New Windsor, it's fine but before you go ahead, I'd like you to get into the two buildings between me and the Chinese

restaurant, let alone how bad it looks. The outside would have to come down period. There's nothing you can do to fix them up. I thought I'd be a help to the Town Board in that respect.

MR. SHAW: Maybe to just throw out a thought with Mr. Cavallo's lease expiring in almost a year, October of '95. Maybe the board would feel prudent at this point to have that portion of the building demolished and the building, leave the Red House alone. Aain, we're taking it in small bites but we're trying to minimize the amount of the building that is going to stand up over time.

MR. VAN LEEUWEN: Well, I've got something I'd like to say before I give any kind of approval or anything. I want to look at the inside of the two stores and I want to look at the Red House and Cavallo's. I think that as Planning Board members, we should start.

MR. SHAW: I was waiting for the appropriate time to mention this. I have to let you know of the fact that right now, my clients have a perspective tenant with Blockbuster Video in the 6,000 square foot retail building. Blockbuster Video is getting very nervous, time is marching on and they want the building constructed this year, I understand.

MR. VAN LEEUWEN: Two years ago they were in here with Blockbuster already, not Jiffy Lube, Blockbuster.

MR. SHAW: I'm only suggesting if the board wants to make an inspection to try and expedite it what could also stop this project is time.

MR. VAN LEEUWEN: Two years ago they were in here with the idea of Blockbuster, okay, then it sat for a whole year and a half and did nothing.

MR. PETRO: Let's examine the other idea just briefly. I don't know whether I care for it, Cavallo's and the vacant store being demolished in exactly one year and leaving just the Red House.

MR. VAN LEEUWEN: That is a possibility.

MR. PETRO: Does that add any helpfulness to this?

MR. LANDER: Sure.

MR. PETRO: You have got 90 percent of the building is gone.

MR. VAN LEEUWEN: Anything is a possibility.

MR. KRIEGER: But you also have the availability of more parking.

MR. SHAW: I'd like to introduce Jim Millett, who's one of the principals, I'd like him to address the board.

MR. MILLETT: We're not only going to be the owner of this property but we're also going to be the operator of the Jiffy Lube so we own the franchise for Jiffy Lube for a number of counties in Pennsylvania and upstate New York and in Orange County. We have an existing store in Orange County on Route 211 and Carpenter Avenue, it's been there approximately five years. I'm sure if you drive by there, it will give you a good reflection of the type of business that we run and so we're not going to be just a landlord here, we're going to be an operator as well and I think that that makes a difference. So I'd like you fellas and ladies to take that into consideration when you are thinking about this. You know that we're not just somebody that is going to be here to try and collect a rent but we're going to go operate a business there as well and so we want to come over with the best impression and image.

MR. VAN LEEUWEN: Sir, what I think is your biggest problem and I think all the board members will agree with me this property has been a concern of ours for the last 15 years. And we have been promised and promised and promised, nothing has ever happened because every time Mr. Korngold has it sold, he's pulled his way out of it. He's done this and that, there's numerous stories going around. I wasn't there so I can't give any proof. But that is why nothing's ever been done.

MR. MILLETT: He's like a chameleon I'll guarantee you that, Henry, but when we--

MR. VAN LEEUWEN: What makes you so sure he cant get out of this contract? It's not the first contract he signed, I think this is the third or fourth one.

MR. MILLETT: I think that he has got himself between a rock and a hard place.

MR. VAN LEEUWEN: Has he?

MR. MILLETT: That is the impression that I have so you know, time will tell. I guess you know but we do have a bonafied signed lease with Blockbuster. We're not talking about it, we have a signed lease, we operate 9 Jiffy Lubes in other areas so, you know.

MR. VAN LEEUWEN: Could you send our attorney a copy of the lease for Blockbuster?

MR. MILLETT: Sure. Can you provide me with a card so I can get it mailed to you?

MR. KRIEGER: With pleasure.

MR. PETRO: Are there any other people here that would like to speak on behalf of this application? The public hearing is still open. Anyone else here that would like to speak?

MR. VAN LEEUWEN: Mr. Chairman, since nobody else is interested in speaking, I'd like to make a motion to close the public hearing.

MR. DUBALDI: Second it.

MR. PETRO: Motion's has been made and seconded that the New Windsor Planning Board close the public hearing on the M.C. & B. site plan on Route 300. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. DUBALDI	AYE
MR. VAN LEEUWEN	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. LANDER: Mr. Chairman, with a guarantee that these two buildings, Cavallo's Restaurant, I imagine Mike's going to retire and go to Florida after that and the buildings in between Cavallo's, those were taken down at the end of Mr. Cavallo's lease, I think they went to great lengths here on this project by doing all the improvements before they really built it, this project, so if we can get those, we can get a guarantee and in the meantime, the Red House Restaurant, something would have to be done for that to make it a little more presentable, I think we can have most of the job done here.

MR. PETRO: That is the way I understand it. I know Andy wants to speak. I don't want to be redundant. I want to address this to Mr. Cavallo and Joe and other people that spoke on behalf of this. If we do nothing, I feel that this entire building is going to still remain. You're still going to have the grease, still going to have the open doors. It's still going to be there, whether we do anything or not. As far as certain problems with the building, like Mike said, the fire inspector has to go down there and take care of existing problems. The Planning Board, upon deciding if this plan should be acceptable, we can put restrictions on the building and say we want new Texture 111 on the outside or the blacktop has to be redone, shrubbery, signs or something like that. As far as the actual construction of the building, we don't have any say on that. But I feel that no matter what we do, we can gain from it. If we don't do anything and I guess I'm getting most of this from Mr. Shaw's representation, that if this doesn't happen in this manner, that the project is not feasible and it won't happen at all. And again, the entire pool building is coming down, more than 50% of the existing Cavallo building, you're getting two new retail buildings. There should be ample parking left. Mark, you might want to expand on that a little bit. The

parking is, that is going to be left in Phase 1 because Mr. Van Leeuwen noticed that there are shrubs blocking it off, looks like two spots left in Phase 1 for Cavallo's and the Red House Restaurant. Will that be ample to serve those two establishments?

MR. EDSALL: I don't believe Greg has made an evaluation of the required parking based on seating, and the seating at the Red House.

MR. SHAW: Yes, I have. I got the seating from him and incorporated that into the seating count.

MR. PETRO: How many seats are there, Greg, in total restaurants?

MR. SHAW: Ask Mike, I don't have that information with me.

MR. EDSALL: Maybe we can just answer the leading question that I started with since you have been able to obtain the seating numbers, do the parking spaces comply? The answer to your question, Jim, on sheet 7 it shows that they just comply. I know when Greg and I met at a couple workshops that was our desire. I can tell you that the Phase 1 improvements exceed the requirements of Phase 1 substantially and one of the items that we asked for both from an engineering standpoint and fire protection standpoint is that they put a through connection in, they are putting not only the road that connects at Route 300 but also at Old Temple Hill Road. So also two access points, even though the entire site is not developable so they have gone beyond the minimum requirements for Phase 1.

MR. PETRO: I see that the temporary parking schedule is on the plan, 48 seats in Cavallo's, 33 seats in the Red House, there's three seats that make up one parking space.

MR. EDSALL: One of the other reasons why when Greg and I had met for technical reviews, we discussed the truncating of the two parking lots to eliminate some of the shortcutting between the roads, shortcutting traffic and we thought it was a safety issue. You have

a new Jiffy Lube and we didn't want the speeding shortcutting cars heading through that area. So it was an attempt to organize things a little bit with the new site development.

MR. PETRO: Would the applicant be in agreement to, before any construction is started in the site anywhere, to removing the buildings that are to be removed immediately? In other words, we're not going to start foundation permit and then go over within a year, move the building, in other words, that is the first part of the project that is going to happen.

MR. SHAW: Before the issuance of the building permit.

MR. MILLETT: They are coming down.

MR. PETRO: Would the applicant also agree to removing and first of all never renting the vacant portion of the Cavallo's building and also removing the Cavallo's Restaurant and vacant part of the building in one year's time?

MR. MILLETT: Yes.

MR. PETRO: When the Cavallo's lease is up?

MR. MILLETT: Yes.

MR. KRIEGER: I was going to say I would further ask if they would submit to removing the portion housing the Red House as soon as they are able to do that. We don't know whether it will be ten years or two years, as soon as it is then.

MR. PETRO: At that point you'd definitely want that out of there.

MR. VAN LEEUWEN: Plus the fact they are going to bond it.

MR. PETRO: You'd agree to a bond, we can get that, Mike, a bond for--didn't we do that with Coastal? I have nothing else to add. Anybody else?

MR. CAVALLO: I just heard you say that within one year they can remove those buildings, that part of the fire wall that has been existing there because he's come here millions of times and Hank knows which has never been corrected, supposed to be a fire wall between my store and the store next to it. Now, these people remove those buildings, they are going to remove the fire wall, problem will still be there.

MR. PETRO: On your side for the remainder of a year?

MR. CAVALLO: Still going to have that problem for another year.

MR. PETRO: That is a fire department issue. It's not a Planning Board concern, has nothing to do with the footprint of the property.

MR. CAVALLO: If they decided to put a fire wall there, there'd be a certain amount of time wasted and everything else in tearing it down.

MR. VAN LEEUWEN: Why do you think I suggested the board go down there and take a look see?

MR. CAVALLO: While they are doing it, there's going to be a big mess, loss of business, no parking and so forth which is, you have a big problem. So before that, I think that you should be a little more clear on what they are going to do with that particular area where I am at now. You say let them wait a year and then tear mine down which would be next, my lease runs until next October, that means that you wouldn't tear that down until next October, right?

MR. MILLETT: Right.

MR. CAVALLO: There's still a problem there. There's got to be a fire wall.

MR. VAN LEEUWEN: Building has to be fixed up.

MR. PETRO: We didn't get to that part yet.

MR. VAN LEEUWEN: That is why I suggested we go down.

MR. CAVALLO: If they do it, there's still got to be some structural work to be done.

MR. PETRO: For the 13 months you're talking about? Would you like to, how would you like the site improved?

MR. DUBALDI: I'd have to go take a look at it.

MR. VAN LEEUWEN: I'd like to see all of us meet there and discuss amongst ourselves. Are you in agreement?

MR. LANDER: Yes.

MR. PETRO: If that is the board's wish. No, I'm not in agreement. I go there once a day.

MR. SHAW: The purpose of the meeting would be to what, to look at the exterior?

MR. VAN LEEUWEN: Some the interior, fire wall has nothing to do with us.

MR. SHAW: Why would you want to get involved with the interior? I think that would be a building code issue.

MR. VAN LEEUWEN: I want to look at the outside, I want to see what the grease is about and I want to see.

MR. DUBALDI: You're asking us to leave this building up, that is why you're asking us to leave this building up and I want to see what condition the building is in, to see what kind of improvements should be made to the building.

MR. PETRO: Three members that are present would like to go down and take a look at it. It's not a bad idea. I know that time is of the essence.

MR. SHAW: The only thing I ask is that you do it as soon as you can.

MR. PETRO: We'll do that and put you on the next agenda and I think that is as far as we can go tonight.



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**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
(KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 10 AUGUST 1994
DESCRIPTION: THE APPLICATION INVOLVES THE DEVELOPMENT OF THE
KORNGOLD PROPERTY. THIS APPLICATION WAS MOST
RECENTLY REVIEWED AT THE 13 APRIL 1994 AND
13 JULY 1994 PLANNING BOARD MEETINGS. THE
APPLICATION IS BEFORE THE BOARD FOR A PUBLIC
HEARING AT THIS MEETING.

1. As previously noted, there were many concerns and comments with regard to this application. The great majority of the technical concerns have been resolved with the Applicant's Engineer.

To my knowledge, several items need to be resolved, such as the following:

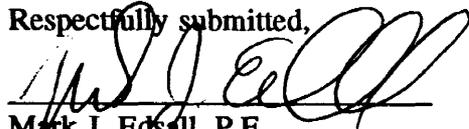
- a. Reaching a conclusion as to the acceptable phasing of the project, including existing building demolition.
- b. Applicant should obtain approval from NYSDOT for curb-cuts and stormwater connections.
- c. Combination of various parcels to a single deed parcel.
- d. Proper close-out of the former Korngold application or making same "current" if that application is to be left "open" but inactive.

**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS
PAGE 2**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
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2. The Board should be reminded that this application involves the issuance of a special permit approval.
3. Once the Board has reviewed the application and has received any public comments regarding same, I will be pleased to review the application and plan further, as deemed appropriate by the Planning Board.

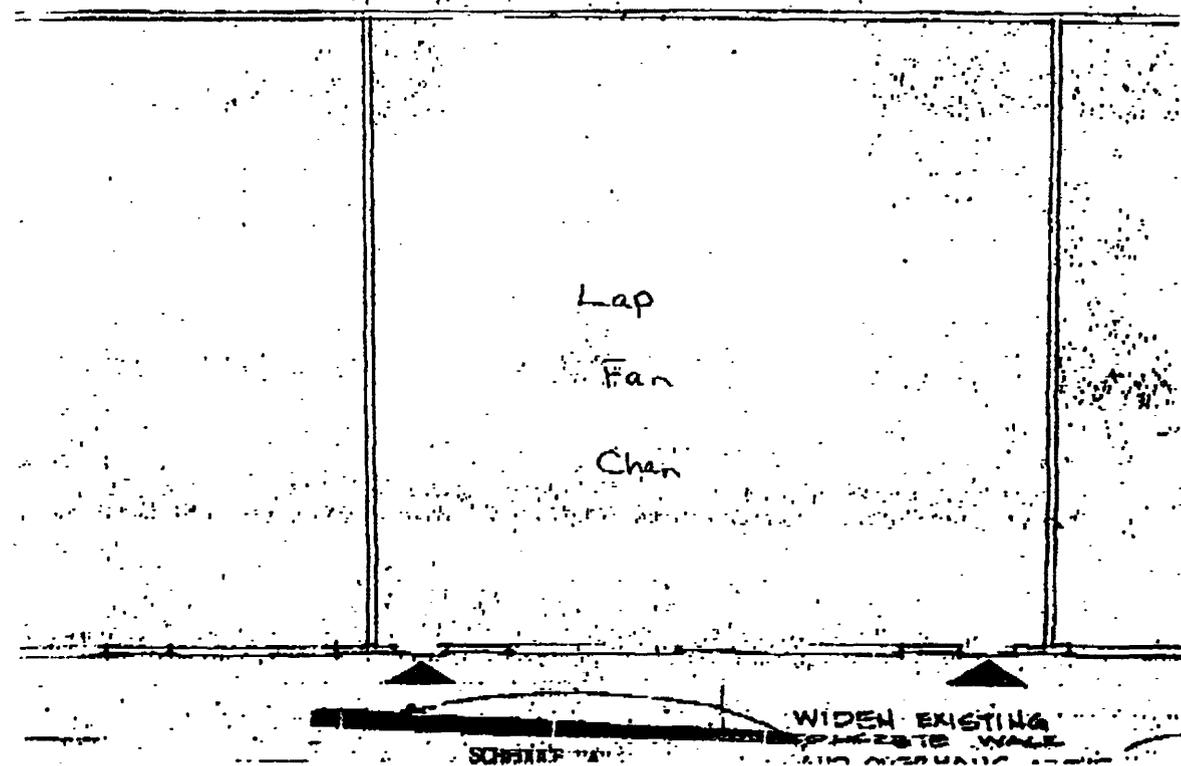
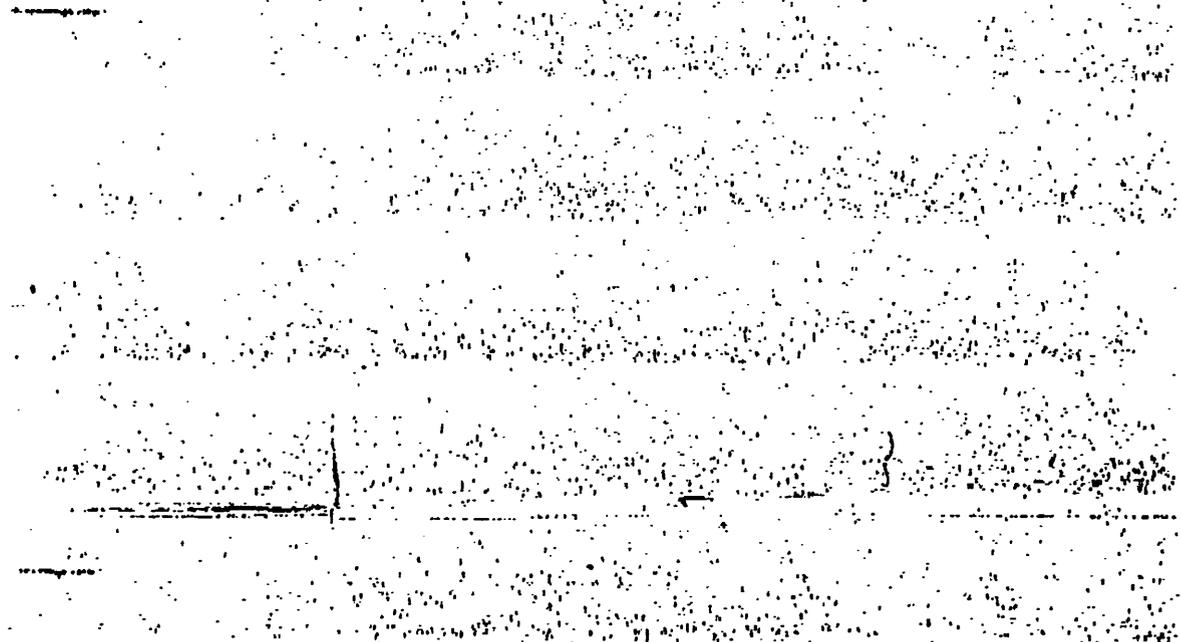
Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:MCB2.mk



RIDER TO LEASE - VAILS GATE DEVELOPMENT ASSOCIATES

28th

REAL ESTATE TAXES

The Lessee shall pay its proportionate share of all taxes commencing with the 1985 state, county & town tax. The Lessee's percentage of such taxes is the ratio of the total leasehold space of the Lessee to the total space of all the space in the Lessor's premises. The additional amount payable by the Lessee under this paragraph shall be considered additional rent payable to the Lessor within thirty (30) days of the presentment of a bill for such additional rent by the Lessor. This provision will pertain only to tax increases assessed against the building in which the Lessee's business is located. 1984 shall be the base year. It is understood that the tenant shall only pay its proportionate share of tax increase above base year.

increases in

29th

INSURANCE

(a) Insurance companies: It is agreed that any and all policies of insurance to be kept and maintained in force by the respective parties hereto shall be obtained from insurance companies licensed to do business in the State of New York; and copies of all insurance policies shall be provided by each party hereto to the other party.

(b) Lessee to obtain liability insurance: Lessee agrees that it will, at its own expense, at all times during the terms of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will name Lessor as an additional insured against liability for injury to or death of persons or loss or damage to their property occurring in or about the demised premises. The liability under such insurance shall be not less than \$500,000.00 for any one person injured or killed, \$1,000,000.00 for any one accident, and \$50,000.00 property damage.

~~(c) Lessor to obtain fire insurance on premises: Lessor agrees to maintain in force, at all times during the term of this lease, a policy or policies of fire insurance to the extent of a least eighty percent (80%) of the insurance value of the demised premises. If permitted without additional charge, Lessor shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation.~~

(c) Lessee shall maintain insurance on contents ^{not on the building.} only within the premises and/
 (d) Lessee's waiver of casualty insurance proceeds: In the event the demised premises shall be damaged or destroyed by fire or other casualty so insured against, Lessee hereby agrees that it will claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Lessor, or where Lessor is named as the sole beneficiary, and that it will sign any and all documents required by Lessor or the insurance company or companies that may be necessary for use in connection with the settlement of any such loss.

(e) Lessee's failure to insure: Should lessee fail to keep in effect and pay for such insurance as in this paragraph required to maintain, Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable forthwith and failure of Lessee to pay same on demand shall constitute a breach of this lease.

(f) In the event Lessee's operation causes Lessor's insurance rates to be increased because of the type of operation of the Lessee, then Lessee agrees to pay to the Lessor as additional rent the proportionate amount of the increase of the Lessor's insurance.

30th (g) Tenant shall pay landlord for any increase premium on landlord's fire insurance ~~TERMINATION UPON SALE OF PREMISES. Policy charged by reason of the operation~~

~~In the event of a sale of the premises by the landlord, this lease may be terminated upon sixty (60) days written notice by the landlord to the tenant and upon the payment of liquidated damages by the landlord to the tenant in the amount of two times the then obtaining annual rent for the leased premises.~~

31st UTILITIES AND SERVICES

Utilities and services furnished to the demised premises for the benefit of the tenant shall be provided and paid for as follows: electricity by the tenant; heat by the tenant; refrigeration by the tenant; hot water by the tenant; snow plowing by the landlord; garbage pick-up by the tenant; and cleaning services by the tenant. The landlord shall not be liable for any interruption or delay in any of the above services for any reason.

32nd SIGNS

No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the landlord, provided that the landlord's consent shall not be unreasonably withheld; and provided that tenant obtains its own municipal approval, if any required, for its signs, including free-standing signs; and provided that tenant shall pay for all signs.

33rd DEFINITIONS

The word Lessor shall be interchangeable with the word landlord throughout this agreement; and the word lessee shall be interchangeable with the word tenant throughout this agreement.

*of tenants premises as a commercial restaurant. Said payment shall be additional rent and remitted within 30 days of billing by landlord.

34th. Tenant accepts the leasehold premises in an "AS IS" condition.

35th.

ADDITIONAL RENT - SEE ALSO PARAGRAPH 1ST OF THIS LEASE.

Commencing with the Third year of the term of this Lease, and during successive option periods, the annual rent shall be adjusted in accordance with the following provisions, provided that the Lessee shall have the right to substitute a regional consumer price index covering the New Windsor/Newburgh, Orange County, New York area in lieu of the City of New York index specified herein below and provided further that the Lessee shall notify the lessor of its selection of such other index in writing not later than sixty (60) days prior to the commencement of the fourth year of the term of this Lease, (see Paragraph "1st." of the Lease):

(a) "Index" shall mean the "Consumer Price Index for Urban Wage Earners and Clerical Workers" "(1967----100)" specified for "All Items", relating to the City of New York and issued by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increase (defined below) shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., of, failing such publication, by any other nationally recognized publisher of similar statistical information. In the event the index shall cease to be published, then, for the purposes of this Rider, there shall be substituted for the Index such other index as Landlord and Tenant shall agree upon, and, if they are unable to agree within ninety (90) days after the index ceases to be published, such matter shall be determined in New York City by arbitration in accordance with the Rules of the American Arbitration Association.

(b) "Base Index" shall mean the Index in effect in December of the calendar year in which the date of this Lease falls.

(c) "Anniversary Month" shall mean December of the calendar year succeeding the calendar year in which tenant's obligation to pay rent commences under this Lease and each successive December thereafter during the Lease term.

(d) "Percentage Increase" shall mean the percentage equal to the fraction, the numerator of which shall be the Index in the Anniversary Month less the Base Index, and the denominator of which shall be the Base Index.

36th

BUYOUT OF BUSINESS

In the event that Landlord wishes to sell premises of which the demised premises are a part, he has the right to give Tenant six months notice and shall pay the Tenant the sum of \$85,000.00 for the value of business for the first year; \$90,000 for the second year; \$95,000 for the third year; \$100,000 for the 4th year and remains \$100,000 from four years on.

37th

ASSIGNMENT TO A CORPORATION

Lease can be assigned to corporation to be formed by tenant and upon assignment and notice to Landlord, named Tenant is release from any liability under this lease.

6th. 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, at any time thereof, at all reasonable hours for the purpose of examining the state, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth 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.

8th. 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 re-entrance 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.

9th. 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.

10th. 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.

11th. 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.

12th. 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.

13th. 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.

14th. 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 demanded 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 agents and legal representatives to the option of annulling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. 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.

16th. 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.

17th. 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.

18th. 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.

19th. 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 at default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

20th. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain (or any public or quasi public use or purpose) and in that event, the term of this lease shall cease and terminate from the date of the vesting in such proceedings, and the Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any...

**RETAKE
OF
PREVIOUS
DOCUMENT**

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 of 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 ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the 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, to the amount of such difference or deficiency shall from time to time be ascertained; and it is expressly 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.

24th. The Tenant waives all rights to redeem under any law of the State of New York.

25th. This lease and the obligation 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 no wise be affected, impeded 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 at and affected by war or other emergency.

26th. 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 stoppage or curtailment with any law, ordinance or order of a governmental authority. In respect to the various "services" if any, herein expressly or implicitly 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 "services" 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 "services" or to other causes, 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 of 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 as aforesaid.

27th. 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.

(SEE RIDER ATTACHED)

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 18th day of June 1984

Signed, sealed and delivered

in the presence of

VAILLS GATE DEVELOPMENT ASSOCIATES

Louis Mungold
BY: LOUIS MUNGOLD

LAP Fan Chan
LAP FAN CHAN

State of New York }
County of } ss:

On the _____ day of _____ 19____ before me personally came

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

State of New York }
County of } ss:

On the _____ day of _____ 19____ before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the _____ of _____

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

LEASE

Dated _____

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned has set hand and seal this _____ day of _____ 19____

WITNESS

L. S.

"Public Hearing"

RESULTS OF P.B. MEETING

DATE: August 10, 1994

PROJECT NAME: M.C. & B. Partnership S.P. PROJECT NUMBER 94-9

LEAD AGENCY: _____ * NEGATIVE DEC: _____

M) ___ S) ___ VOTE: A _____ N _____ * M) ___ S) ___ VOTE: A _____ N _____

CARRIED: YES _____ NO _____ * CARRIED: YES: _____ NO _____

PUBLIC HEARING: M) ___ S) ___ VOTE: A _____ N _____

WAIVED: YES _____ NO _____

SEND TO OR. CO. PLANNING: M) ___ S) ___ VOTE: A _____ N _____ YES _____ NO _____

SEND TO DEPT. OF TRANSPORT: M) ___ S) ___ VOTE: A _____ N _____ YES _____ NO _____

DISAPP: REFER TO Z.B.A.: M) ___ S) ___ VOTE: A _____ N _____ YES _____ NO _____

RETURN TO WORK SHOP: YES _____ NO _____

APPROVAL:

M) ___ S) ___ VOTE: A _____ N _____ APPROVED: _____

M) ___ S) ___ VOTE: A _____ N _____ APPR. CONDITIONALLY: _____

NEED NEW PLANS: YES _____ NO _____

DISCUSSION/APPROVAL CONDITIONS: _____

Only to get a copy of the Block Buster Lease

Applicant to remove bldg before construction starts
No more rentals of new vacant space.

Next Agend - Board to do a site visit

Agreed to by Applicant

M.C. & B. SITE PLAN (94-9) RT. 300

Gregory Shaw of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: Good evening. For the record, my name is Greg Shaw, I'm representing M.C. & B. Partnership tonight. Also with me is Mr. Miller and Mr. Bannan who are two of the principals in the partnership. The parcel in question is located at the Five Corners of Vails Gate. It has frontage on Old Temple Hill Road, Windsor Highway and New York State Route 300 which is the Temple Hill Road. The parcel totals 3.05 acres and it is zoned as a C design shopping. We're proposing three different buildings on the site to be constructed in phases. If you look at the site plan, you'll see we're proposing a Jiffy Lube, which is approximately 2,100 square feet in size. We're proposing retail building number one I, which will be for Blockbuster Video, that is approximately 6,000 square feet in size. Both of those buildings have been designated to be constructed under Phase 1. You'll notice on page 7 of the drawing, there's a phased site plan as to what buildings and improvements are in each phase. Retail building number 2 we're considering future at this point in time. This building will be part of the phase 2 site improvements. With respect to the zoning considerations, the site in question complies with all the zoning requirements of the Town of New Windsor. We were deficient on building height for two of the buildings, for the Jiffy Lube and for retail building number 2 and we have gone to the Zoning Board of Appeals and obtained variances for both those buildings. We also have obtained the necessary variances for all the signage that is going to be involved on the subject site. The uses which we're proposing are again consistent with the zoning. We're looking at use A1, which is retail stores and use B5, which is a service repair garage. That use will require a special permit by this Planning Board. With respect to the parking, we're obligated to provide 126 parking spaces for the different uses and we're providing 131 parking spaces. Again, this is on the combined development of both Phases 1 and 2. There

will be access out onto Old Temple Hill Road, we're proposing two-way access out onto Windsor Highway and there's an existing curb cut on Temple Hill Road, Route 300 which we'll also be utilizing. That is a quick overview, Mr. Chairman, I'm sure there's going to be plenty of questions with respect to the site. So maybe we can move into that portion of the presentation.

MR. DUBALDI: I just have a quick question cause I wasn't here for the beginning of it. You're going to to be tearing down half the building, is that correct?

MR. SHAW: If you look on page 7, you'll see what our proposal is for Phase 1, Phase 1 is going to consist of the Jiffy Lube as I said, retail building number one, and the site improvements which you're looking at that includes curbing, paving, masonry enclosure but it does not include future retail building number 2. If you just pan over to the right of the drawing and look at entrance onto Route 32, as this board full well knows, there's presently an elongated building which goes from Route 32 almost all the way back to Route 300. Cavallo's Restaurant is located in there, the Red House Restaurant is located in that building and there are some other vacant storage areas behind it. What we're proposing to do is rip down that building as far as we can go up to the wall of the Red House Restaurant at that point, install a new exterior wall. Presently there are leases for Cavallo's Restaurant and Red House Restaurant and our proposal is this. We'd like this Planning Board to approve Phase 1, allow us to build the Jiffy Lube building, allow us to build retail building number one for Blockbuster Video. When the remaining portion of the building which is housing Cavallo's Restaurant and Red House Restaurant is torn down and that area is improved with the proposed parking as indicated on drawing one, then the Town of New Windsor will grant a building permit for future retail building number 2.

MR. DUBALDI: But you're going to do all the paving and everything necessary?

MR. SHAW: What you see on this drawing will be constructed for Phase 1.

MR. PETRO: The parking requirements for building number one, Jiffy Lube and your buildout for Phase number 1, are you going to have enough parking contained in that phase for those two buildings?

MR. SHAW: Yes.

MR. PETRO: You do not need parking to support any construction?

MR. SHAW: Absolutely not.

MR. PETRO: Well, you need the parking there when you build.

MR. SHAW: When we build retail building number 2, correct.

MR. PETRO: I have another question, Mike, going to give this to you, when you remove part of the building and you're going to put a new exterior wall on Cavallo's buildings, to do all that work on that building, I'm not talking about the demolition of the building but to make a new exterior wall to improve the building in any way, due to tearing down the building, they are going to have to get a permit, a renovation permit, is that correct?

MR. BABCOCK: That is correct.

MR. PETRO: Once the renovation permit is required or made application of the rest of the building in my estimation has to be brought up to code, am I correct or not, try to acquire a renovation permit, do I or do I not have to bring the rest of the building up to code?

MR. BABCOCK: No, the renovation permit would cover just the stuff that you are going to renovate. That is it. If you were going to change the use of the building, then you would have to bring it up to code or 50 percent of the replacement cost of the value of the building which you're not going to come to that, basically, that wall is there, that is the wall, the

end of Red House, I would assume that they are just going to put some siding on it, maybe beef it up, insulate it and put some siding on it. It's now an interior two by four wall probably be an exterior with some siding, I would assume that is all they'd do. And quite honestly, I don't know whether they'd even require to have a permit for the siding. I'd have to look at it to see what type of work they have to do.

MR. PETRO: Well, structurally, you have to see, might be a non-bearing wall, you don't know what is in there.

MR. BABCOCK: Right.

MR. PETRO: The whole building does not have to be brought up to code?

MR. BABCOCK: No.

MR. PETRO: You have answered the question, I don't have to go any further than that.

MR. DUBALDI: Mark has some comments, number 4 and I'd like to know the answers to some of them.

MR. PETRO: As far as 4A goes, I already asked Andrew Krieger to look into that because it's somewhat technical and I want to know if you can have two applications at the same time. He's going to look into that and I don't want to get into it because I want him to have a thorough answer as far as 4A is concerned. So you can go on to something other than that.

MR. SHAW: With respect to 4B, there's a note on drawing number one stating that a condition of the board's approval will be the incorporation of the three parcels into one single deed for tax map purposes. With respect is to 4C, application to the DOT for the site plan access curb cuts and storm water connections, absolutely, we're going to have to contact DOT for the Route 32 curb cut. Again, Route 300 is existing and also for the connections to their storm drainage system both those permits are going to have to be obtained.

MR. PETRO: Greg, the sewer manholes that you are going

to be tying into, I know you have some elevation problems, have you resolved them?

MR. SHAW: Yes.

MR. EDSALL: Mark, have you reviewed that part yesterday?

MR. EDSALL: Greg's assured me that he is coordinated with the Sewer Department and obtained those inverts.

MR. SHAW: What we did was two things. One to go down to the Sewer Department and get xeroxed copies of the sewer plans and two, Mr. Hildreth went out and surveyed the manholes and the elevations of the sewer lines to make sure that we could get into them.

MR. PETRO: Are they a little deeper?

MR. SHAW: They were borderline. If you notice on the plan that the future retail buildings number 1 and 2 just turn to drawing 2, can get into one manhole by gravity. Jiffy Lube cannot go in this direction. Jiffy Lube has to go towards the Five Corners to tie into this manhole again because of the sewer manholes not being that deep.

MR. LANDER: Greg, what has changed on this plan, anything as far as any of the landscaping? Everything else is the same, landscaping detail from the last one that we saw?

MR. SHAW: Only one you saw I believe was just the face sheet. I have been to this board one time and that was to get a rejection to allow us to go to the Zoning Board of Appeals. The submission I made to the board was just one drawing, drawing number one, and that the subsequent drawings which have been generated are new to this board.

MR. EDSALL: Maybe one item that we had discussed and you had added to the plan maybe you want to go over with the board is the creation of a delimitation of this site versus the Angelo Pizza site and the fact that you are providing a curb to break this property off.

MR. SHAW: That may be an important point. If you can just direct your attention to drawing one, if you look to the curb cut onto 300, not our main entrance but entrance closer to the Five Corners, that again is an existing curb cut and you'll notice that it services both the proposed site and the lands of Angelo Rose Marino Enterprises. I had an opportunity to walk along Cavallo's Restaurant and if you can just imagine, it's a mass of blacktop, it's paved and there's no delineation of where property lines are and there's no physical features to assist you in that manner. What we're proposing to do is to install a curb from the curb cut to our property line along Angelo Marino, the entire use of the curb cut, not half of it, and we're going to install a new curb on our property right along long the property line which will limit the traffic of Angelo Rose Marino to just their parcel. We have sidewalks, we have poles, we want to protect those areas. That is why we're placing the curb along that entire stretch but it's also going to limit the flexibility of just random driving through the two parcels in the back which happens now. I think that is the point you wanted me to make.

MR. EDSALL: That and one other drawing that we put a lot of time in on was the lighting plan drawing 5 which I'm satisfied with that clearly shows that there's been a selection of lighting to evenly distribute light throughout that whole parking area.

MR. PETRO: I want to get into something also. The curb cut on Old Temple Hill Road, is that going to be built as part of Phase 1?

MR. SHAW: Yes, whatever is on drawing 7 is Phase 1 and that is indeed on that drawing.

MR. PETRO: Let's go to 7, then, this curb cut, this curb cut will be in place with this parking when the Jiffy Lube and building number one are built?

MR. SHAW: Correct.

MR. PETRO: The only improvement that won't be will be

building number 2 and the portion where Cavallo's Restaurant is.

MR. SHAW: Building number 2, the loading area behind building number 2, I believe there's some additional parking in this corner and the parking which will be coming off 32 which cannot be constructed due to the existing building remaining.

MR. EDSALL: Just one other key item again, Greg, and I, as my comments start off, I note that we had a special meeting, project meeting, on the 29th of June and the reason we had a separate meeting was there's a lot of items pending and we spent quite a bit of the time on the 29th and we had some followup on the 6th of July at the workshop. One of the other key items that we went over in this phasing in Phase 1 was a manner of developing proper parking temporarily for the Red House and Cavallo's and you can see on Phase 1 plan that Greg has worked out an arrangement and I suggest that he create a landscaping berm so that the patrons who are used to just bulleting out toward the west or the northwest recognize now that it is not a drive-through parking lot any longer. At least towards the Jiffy Lube area. They still could short cut over toward the first 300 entrance but there's been some coordination on trying to get the best layout on a temporary basis on and that is something I worked out with Greg as well I want to update you on the Supervisor's input that is referenced in my comments under comment 3, Supervisor Meyers has indicated they believes that it is not in the Town's best interest nor in the applicant's best interest to have a cross-connection between that Route 32 parking area, DOT parking and this site. However, he's asked that whatever finish work is being done if there's any way that the applicant can dress that area up so that it doesn't detract from the site work here that it would be appreciated just to make the area finished off.

MR. PETRO: Part of the reason I'm going into this when they went to the fire inspector, all right, I have an approval of 7/11/94 here, did he see plan number 7 page number 7 which only shows 2 curb cuts to the property or did he receive plan number one which shows all 3 and

was his approval based on which one?

MR. SHAW: Well, the only thing I can say is last Thursday, I delivered to Myra ten sets of the drawings in front of you.

MR. PETRO: He might not know it's phased and he's looking at the 3 curb cuts. He might not. Does everyone follow what I am saying here? We'd have to find out about that.

MR. SHAW: I would suggest finding out about it but Mark, he's been involved in our workshops.

MR. EDSALL: July 6 workshop we went over the phasing plan, we went over how the, matter of fact, I suggested some changes in hydrant layout. Bob concurred with them so on July 6, this layout with the phasing was reviewed by Bob and he had no problem.

MR. PETRO: That was the reason for my first question to find out if the curb cut on Old Temple Hill Road was going to be part of Phase 1. If he only had the single curb cut on Route 32, okay, I can see a real problem.

MR. EDSALL: Bob's aware of the current plan that is in front of you and he has no problem with it.

MR. SHAW: What I would ask knowing full well that you are only going to have one meeting this month is that you set this project up for a public hearing hopefully for your first meeting in August. Again, we're going to require a special permit for a service repair garage and again with the summer months moving very quickly, we'd like to have that public hearing as quickly as possible.

MR. PETRO: I'm not opposed to the public hearing. The only thing we haven't addressed and it's been a problem with the project from the start, it's the removal of the entire project, Cavallo's building, there's other members that aren't here, unfortunately that are not going to bend on that whatsoever. I know they are not. I don't know the right answer. It's been an eyesore in New Windsor for 20 years.

MR. SHAW: I realize that and again, I know the gentleman who has voiced that opinion is not here tonight but the only thing I can say or two things, one the majority of the building is coming down, all right, so that eyesore, the majority of it will be removed. Number 2, if Cavallo's and Red House were willing to walk away from their leases, we'd rip the building down in a second. I think what you're indirectly asking us, all right, is to talk to them and buy them out.

MR. PETRO: I think their lease will be over by the time you get a building permit

MR. SHAW: I hope not.

MR. PETRO: Somebody's got to look into that. Secondly, is what timeframe is phase number 2 going to be constructed in, whenever it's constructed, what if it is not constructed, what if Jiffy Lube and retail building number one did not do well and the applicant doesn't go to Phase number 2. We've had that happen where phases haven't been built out.

MR. LANDER: They don't have the parking for building 2.

MR. SHAW: Two things, Mr. Chairman.

MR. PETRO: What if they never build?

MR. LANDER: We have enough parking for the rest of it.

MR. KRIEGER: Cheapest thing to do would be to just continue to rent Cavallo's and Red House.

MR. SHAW: Two things. One is that Cavallo's Restaurant lease expires in October of 1995. It is my understanding and I'm getting this secondhand information, that the least with the Red House Restaurant is in litigation. Again, I've heard it from a few places in the town so it is probably true. As far as when the other building will ever be removed, you have to understand this is a very valuable piece of real estate in New Windsor. These gentlemen, I don't

know what the numbers that they are paying for it, but I'm sure it's based on the building and the leasing of retail building number 2. The numbers won't work just putting up a Jiffy Lube and a Blockbuster. I think that is economic reality. So if you, if you are looking for incentive for the building to come down, it's retail building number 2, that is why we're proposing that you hold captive until the building is down.

MR. PETRO: I'd like to look at number 7.

MR. DUBALDI: He's building improvements for the road and he's putting in the expense for the curbs and the parking lot for building 2 so--

MR. LANDER: He's putting that in now.

MR. DUBALDI: For Phase 1 so that he shows that he is going to be, it's going to economically be feasible for him to go ahead.

MR. PETRO: Does the applicant have any desire to clean up the Cavallo's building at this time, other than just fixing the exterior wall, gallon of paint isn't very expensive, or anything that could possibly get that place somewhat--

MR. SHAW: I have two of the principals here, maybe you can direct that question to him. I think what he is asking, Jim, because it is such--

MR. MILLER: We would love just to knock the whole thing down. I think that we didn't bring any pictures of any other operations that we have but we'd be glad to provide them. We're reputable people and good landlords and we run good operations. And we don't want to be painted with that brush either.

MR. PETRO: Mr. Shaw makes a good point about generate enough income from the property, you probably would have to build it out completely, you're certainly not going to do it with a Jiffy Lube. I understand that and that is a very good point that eventually the applicant will be in his best interest to knock it

down. I'm just looking for the year or two that it is going to be remained while the rest of the project is being built, if there's any way to upgrade the existing site.

MR. SHAW: If the board is looking for the exterior of the building to be upgraded cosmetically so it doesn't, I believe it's got different colors every 50 feet, Red House is red and the store next to it maybe is white, that is vacant. If you are looking for some type of investment, I don't think my clients would object as you said paint is cheap, okay, and cosmetically treat that building, you're not talking about a substantial investment. Again we're all hoping within the year a building comes down or in a year the building comes down, am I correct?

MR. MILLER: We would like not to be here asking for a kind of a, be in that kind of a situation but we're at this point and so we're here asking.

MR. PETRO: You'll be back, I'm sure.

MR. SHAW: We just want to set up the public hearing.

MR. DUBALDI: I move for that.

MR. PETRO: I did get a letter from Mr. Primavera, he hand delivered it to me about the ten foot easement that goes around his property and he was satisfied very much so that you have come to some sort of an agreement and it's going to remain, he is going to have access.

MR. MILLER: We want to be good neighbors.

MR. PETRO: He's had absolutely no objection at this point, I think we have it on file in this folder from Mr. Primavera. I put it in here last time so that is one positive.

MR. SHAW: There's a lot of positives there. You're going to take one of the focal points of New Windsor and it's going to be beautiful when it's done.

MR. PETRO: I have no problem with any of it. Matter

of fact, I like it. I'm concerned with the remaining buildings. It's not just me, there's others.

MR. MILLER: We're just as much concerned as you are.

MR. PETRO: There's other people in government, other than the Planning Board, that do not wish to see that building remain. And I'm just trying to echo their feelings in trying to do the best we can.

MR. EDSALL: Just philosophical question relative to the application. It would be to your benefit to get the public hearing over with and done because you can then get if there's any public comment, get that on the table, too. These other issues have been around for quite a while. The board's going to have to decide before you take approval action but I'd like to personally get the public hearing out of the way and I'd like to see Greg push the DOT application because we have gone a long path here in taking probably four pages of comments and boiling them down in my mind to three minor items. There's still the issue of demolition, that is a big issue, but we have narrowed it down to a couple of technical issues. I'd like to see if there's any--

MR. PETRO: You had 9 pages of comments.

MR. EDSALL: On the old application there was a stack and Greg and I have boiled them down to just a couple items and that is why there's 7 pages of drawings.

MR. PETRO: Before we deal with the public hearing, let's do lead agency.

MR. DUBALDI: Make a motion Planning Board of the Town of New Windsor assume lead agency under SEQRA.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board declare itself lead agency on the M.C & B. Partnership site plan formerly Korngold property on 300 and 32. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. LANDER AYE
MR. DUBALDI AYE
MR. PETRO AYE

MR. PETRO: Can we have a motion to set that up for a public hearing?

MR. DUBALDI: So moved.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board set up public hearing for the M.C. & B. Partnership site plan.

MR. DUBALDI: What exactly is the special permit for the Jiffy Lube?

MR. BABCOCK: For the repair.

MR. EDSALL: Public hearing would be a joint public hearing for both the site plan and special permit.

MR. PETRO: Same as we did for West Point Tours tonight. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. LANDER AYE
MR. DUBALDI AYE
MR. PETRO AYE

MR. PETRO: Greg, get together with Myra. As soon as you get together, get it out and we'll have the public hearing, thank you.



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.
JAMES M. FARR, P.E.

- Main Office**
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- Branch Office**
507 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
(KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 13 JULY 1994
DESCRIPTION: THIS APPLICATION INVOLVES THE DEVELOPMENT OF THE
KORNGOLD PROPERTY, WHICH WAS ALSO THE SUBJECT
OF APPLICATION 90-14. THIS APPLICATION WAS
PREVIOUSLY REVIEWED AT THE 13 APRIL 1994 PLANNING
BOARD MEETING.

1. The Applicant reviewed the numerous aspects of this plan and application with the undersigned in detail, at a project meeting on 29 June 1994 and at the Technical Work Session on 6 July 1994.

All previous technical engineering comments have been responded to by the Applicant.

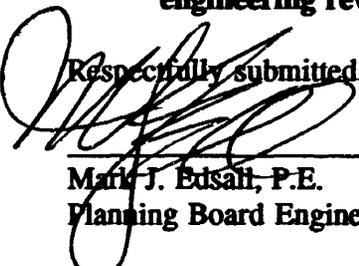
2. The Applicant has provided for a two-phase development of the site, recognizing the phased demolition of the existing building(s) on the site, as well as the phased construction of new buildings. The Board should review this phased plan with the Applicant's engineer.
3. An outstanding issue which the Board had requested my attention to was a possible interconnection between the NYSDOT parking lot off Route 32 and this site. In a memorandum dated 7 July 1994 from the Town Supervisor, he indicates that he does not believe that an interconnection would be in the Town's best interest. I would be pleased to further review this aspect with the Board at this meeting.

**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS
PAGE 2**

REVIEW NAME: M. C. & B. PARTNERSHIP SITE PLAN
(KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 13 JULY 1994

4. Some outstanding issues which must be resolved as part of this application are the following:
 - a. Proper close-out of the former Korngold application.
 - b. Combination of the various parcels to a single deed parcel as part of this application.
 - c. Application to NYSDOT for the site plan access "curb-cuts" and stormwater connections.
5. The Planning Board should schedule the mandatory **Public Hearing** for this **Special Permit**, per the requirements of Paragraph 48-35(A) of the Town Zoning Local Law.
6. At such time that the Planning Board has made further review of this application, **further engineering reviews** and comments will be made, as deemed necessary by the Board.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

a:MCB.mk

Public Hearing

① Katherine Kelley - Spoke re: the sale of the property.
~~not being a definite sale.~~

② Joe Primavera Spoke re: the condition of the existing bldg.

③ Mike Cavallo - Spoke re: the condition of the portion that will remain



① V ⑤ D Close P.H.

4 Ayes 0 Nays - Closed

PLANNING BOARD : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X *SPECIAL PERMIT*
In the Matter of Application for Site Plan/~~Subdivision~~ of

M.C. & B Partnership

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

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

MYRA L. MASON, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 350 Bethlehem Road, New Windsor, NY 12553.

On July 14, 1994, I compared the 41 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for Site Plan/Subdivision and I find that the addressees are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

- 41 Mailed (Assessor's List)
- 5 Hand Delivered (Officials & Town Reps.)

Myra L. Mason
Myra L. Mason, Secretary for
the Planning Board

Sworn to before me this
14th day of July, 1994

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984066
Commission Expires July 15, 1995



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

April 18, 1994

Gregory J. Shaw
744 Broadway
Newburgh, NY 12550

RE: 69-2-1,2&12
Owner: Louis Korngold

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 \$65.00, Minus your deposit of \$25.00. Please remit the balance of \$40.00 to the Town clerk's office.

Sincerely.

J. Cook / @

Leslie Cook
Sole Assessor

LC/cd
Attachments
cc: Pat Barnhart

Dedominicis, Antonio & Giencinta
P.O. Box 327
Cornwall, NY 12518 ✓

Ruggerio, Nicholas & Esther
Box 537
Vails Gate, NY 12584 ✓

Babcock, Robert P. Catherine J.
Box 537
Vails Gate, NY 12584 ✓

Kelly, Katherine
Box 38
Vails Gate, NY 12584 ✓

Bila Family Partnership
158 N. Main St.
Florida, NY 10921 ✓

Daidone, Charles T. & Rose M.
250-260 Temple Hill Road
New Windsor, NY 12553 ✓

Norstar Bank Of Upstate NY
Facilities Management
P.O. Box 911
Newburgh, NY 12550 ✓

Shedden, Joan A.
Box 608A
Vails Gate, NY 12584 ✓

Aquino John J. & Gregory Mellick
c/o Gregory Mellick
135 W. Nyack Rd.
Nanuet, NY 10954 ✓

Rosenberg, William & Viola
c/o Big V Supermarket Inc.
176 N. Main St.
Florida, NY 10921 ✓

Lawton, Edith B.
c/o Cameron Realty
236 Main St.
Cornwall, NY 12518 ✓

Gardner Plus 3
104 So. Central Ave.
Valley Stream, NY 11580 ✓

S&S Properties INC.
124 Quaker Road
Highland Mills, NY 10930 ✓

Slepoy, William & Andrew & Jacqueline & Gardner, Fred
c/o Slepoy Gardner
104 So. Central Ave. Room 20
Valley Stream, NY 11580 ✓

Brambury Associates
765 Elmgrove Road ✓
Rochester, NY 14624

TGS Associates Inc.
15 East Market Street ✓
Red Hook, NY 12571

Albany Savings Bank
94 Broadway ✓
Newburgh, NY 12550

R & S Foods Inc.
249 North Craig St. ✓
Pittsburgh, Pa 15213

NYS Dept. of Transportation
Office of the State Comptroller ✓
A.E. Smith Office Bldg.
Albany, NY 12236

Casaccio, Paul & Virginia
41 Barclay Road ✓
New Windsor, NY 12553

Primavera Properties INC.
P.O. Box 117 ✓
Vails Gate, NY 12584

Angelo Rosmarino Enterprises, Inc.
P.O. Box 392 ✓
Vails Gate, NY 12584

Amerada Hess Corp.
c/o Dean E. Cole
Mgr. Property Tax Dept. ✓
1 Hess Plaza
Woodbridge, NJ 07095

Route 300 Associates
c/o John Yanaklis ✓
550 Hamilton Ave.
Brooklyn, NY 11232

V.G.R. Associates
c/o Howard V. Rosenblum ✓
300 Martine Ave.
White Plains, NY 10601

Prekas, Steve
3 Warden Circle ✓
Newburgh, NY 12550

Mans & Miller Auto Centers, INC.
P.O. Box 247 ✓
Vails Gate, NY 12584

Perkas, Steve
c/o ACSIS Foods Inc.
P.O. Box 212
Vails Gate, NY 12584 ✓

McDonalds Corp. 031/0159
P.O. Box 66207
AMF Ohare
Chicago, Illinois 60666 ✓

Slepoy, Herbert & Gardner, Fred
104 S. Central Ave. (Room 20)
Valley Stream, NY 11580 ✓

Mobil Oil Corporation
Property Tax Department
P.O. Box 290
Dallas, TX 75221 ✓

Leonardo, Constantine
94 Maple St.
Newburgh, NY 12550 ✓

Leonardo, Samuel
7 Dogwood Hills RD
Newburgh, NY 12550 ✓

House Of Apache Properties LTD
52 Elm St.
Huntington, NY 11743 ✓

Windsor Enterprises, INC.
P.O. Box 928
Vails Gate, NY 12584 ✓

C.P. Mans
P.O. Box 247
Vails Gate, NY 12584 ✓

Bahri, Jamil & Mortan Jamal
16 Academy Ave.
Chester, NY 10918 ✓

Panella, Emillo
P.O. Box 473
Vails Gate, NY 12584 ✓

Orange County I.D.A.
c/o Strober King Building Supply
P.O. Box 726
Vails Gate, NY 12584 ✓

Sy Realty Corp.
550 Hamilton Ave.
Brooklyn, NY 11232 ✓

Conna Corporation
c/o Dairy Mart #6668
One Vision Drive
Enfield, CT 06082
Attn: Prop. Admin. Dept.

1
14
13
13
8
1
41

41 Names on list - Mailed
5 Town officials - Hand delivered

46

em

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the PLANNING BOARD of the TOWN OF NEW WINDSOR, County of Orange, State of New York will hold a PUBLIC HEARING at Town Hall, 555 Union Avenue, New Windsor, New York on August 10 1994 at 7:30 P.M. on the approval of the

proposed Special Permit And Site Plan ~~-(Subdivision of Lands)*~~

~~-(Site Plan)*~~ OF M.C.S B. Partnership

located Temple Hill Road, Old Temple Hill Road And Windsor Highway

Map of the ~~-(Subdivision of Lands)*~~ ^{Tax Map Section 69, Block 2, Lots 1, 2, and 12} (Site Plan)* is on file and may

be inspected at the Planning Board Office, Town Hall, 555 Union Avenue, New Windsor, N.Y. prior to the Public Hearing.

Dated: August 14, 1994

By Order of

TOWN OF NEW WINDSOR PLANNING BOARD

James R. Petro, Jr.

Chairman

RESULTS OF P.B. MEETING

DATE: July 13, 1994

PROJECT NAME: M.C. & B Site Plan PROJECT NUMBER 94-9

LEAD AGENCY:

* NEGATIVE DEC:

M) D S) L VOTE: A 3 N 0

* M) S) VOTE: A N

CARRIED: YES NO

* CARRIED: YES: NO

PUBLIC HEARING: M) D S) L VOTE: A 3 N 0

WAIVED: YES NO

for S.P. : Spec. Perm.

SEND TO OR. CO. PLANNING: M) S) VOTE: A N YES NO

SEND TO DEPT. OF TRANSPORT: M) S) VOTE: A N YES NO

DISAPP: REFER TO Z.B.A.: M) S) VOTE: A N YES NO

RETURN TO WORK SHOP: YES NO

APPROVAL:

M) S) VOTE: A N APPROVED:

M) S) VOTE: A N APPR. CONDITIONALLY:

NEED NEW PLANS: YES NO

DISCUSSION/APPROVAL CONDITIONS: _____

P.H. to be 8/10/94

ZONING BOARD OF APPEALS
Regular Session
June 27, 1994

B2

AGENDA:

7:30 - ROLL CALL

Motion to accept minutes of the 06/13/94 meeting as written.

CORRESPONDENCE - Received request dated 6/8/94 for extension of variance #92-1 Dedominicis.

TOTAL *APPROVED*
DISCUSSION: MC&B PARTNERSHIP/KORNGOLD - Request for 88.12 additional square footage variance for freestanding sign on proposed Jiffy Lube building.

PRELIMINARY MEETING:

- NO SHOW*
1. CESTARI, ALFRED - Request for 6 ft. rear yard variance for existing deck at 435 Philo Street in R-4 zone. (73-3-10).
 2. *SET UP FOR P/H* BULLOCK/ROONEY - Request for ~~22~~ *2 FT REVISED 6-27-94* ft. 10 in rear yard variance for existing addition and 12 ft. 10 in. rear yard variance for existing deck at 8 Elizabeth Lane in R-3 zone. (33-1-16).
 3. *SET UP FOR P/H* LAFFIN, PAM/JONES, DAVID - Request for 19 ft. 6 in. front yard variance for existing deck at 27 Canterbury Lane in an R-3 zone. (50-2-9).

PUBLIC HEARING:

- APPROVED*
4. PANELLA, GRACE - Request for 5 ft. side yard and 1 ft. total side yard to construct two-car garage at 2 Hearthstone Way in R-4 zone. (43-1-41).
 5. *APPROVED* ARDIZZONE, EDWARD - Request for 4 ft. rear yard for existing deck and 1 ft. fence height variance, Section 48-21G(2) of the Supp. Use Regs., at residence located at 172 Quassaick Avenue in R-4 zone. (19-4-16).
 6. *2 APPROVED* SQUASA *15* FILOMENA - Request for ~~1~~ *15* ft. rear yard for existing deck ~~2~~ *15* ft. side yard and ~~2~~ *15* ft. rear yard for existing shed at 456 Philo Street in R-4 zone. (73-4-7).

FORMAL DECISIONS: (1) PANELLA/H&R BLOCK *3 APPROVED*
(2) BARBARO *6*

PAT - 563-4630 (O)
562-7107 (H)

ROADSIDE IDENTIFICATION

8' Shaped Logo Sign with 3'7" x 8' Readerboard

AND

6' Shaped Logo Sign with 3'7" x 6' Readerboard



SPECIFICATIONS

8' SHAPED LOGO SIGN

Double faced, illuminated primary roadside sign normally mounted on 3'x8' readerboard.

- DIMENSIONS:** 8'6" x 8'3" (squared)
SQUARE FOOTAGE: 32.8 (sign area only)
61.78 (sign area with readerboard)
FACES: .150" SG-100 Polycarbonate left and right pan faces with 5/8" embossed graphics
DECORATION: Screened, Flame Red (FR-1-585) and White (FR-1-110)
CABINET: Extruded aluminum 10" wide with 1" face retainer, primed and painted semi-gloss mahogany brown. Remove screws from retainer and lift out face for service.
ELECTRICAL: 6.0 total AMPS, 1-15 AMP circuit, 120V with 2 #12 lead wires
INSTALLATION: Center pole mount with 1" x 3/2" bolts

3' x 8' READERBOARD

Double faced, illuminated, with four lines of track. For use with 8' shaped logo primary roadside sign.

- DIMENSIONS:** 3'7" x 8'1 1/8"
SQUARE FOOTAGE: 28.98 (readerboard area only)
FACES: .125" SG-100 Polycarbonate pan faces with four lines of zip track
DECORATION: Screened, white only (FR-1-110)
CABINET: Extruded aluminum 10" wide, primed and painted semi-gloss mahogany brown. One side hinged for service.
ELECTRICAL: 3.0 total AMPS, 1-15 AMP circuit
INSTALLATION: Center pole mount

6' SHAPED LOGO SIGN

Double faced, illuminated roadside sign, normally mounted on 3'x6' readerboard.

- DIMENSIONS:** 6'7" x 6'5 1/2" (squared) → $42.24 \text{ sq ft} \times 2 = 84.48 \text{ sq ft}$
SQUARE FOOTAGE: 18.9 (sign area only)
40.12 (sign area with readerboard)
FACES: .125" SG-100 Polycarbonate left and right pan faces with 5/8" embossed graphics
DECORATION: Screened, Flame Red (FR-1-585) and White (FR-1-110)
CABINET: Extruded aluminum 8" wide with 1" face retainer, primed and painted semi-gloss mahogany brown. Remove screws from retainer and lift face for service.
ELECTRICAL: 3.0 total AMPS, 1-15 AMP circuit, 120V with 2 #12 lead wires
INSTALLATION: Center pole mount with 1" x 3/2" bolts

3' x 6' READERBOARD

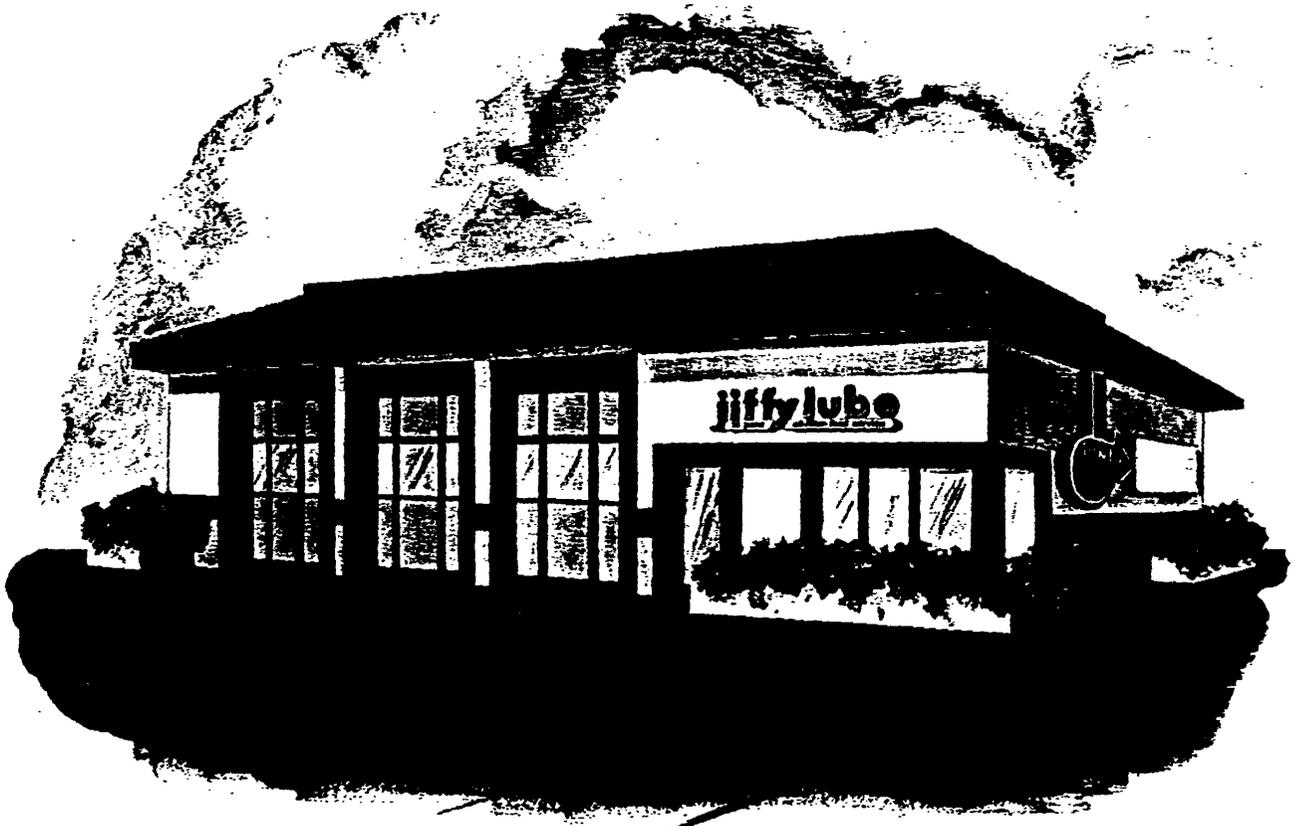
Double faced, illuminated with four lines of track. For use with 6' shaped logo roadside sign.

- DIMENSIONS:** 3'7" x 6'1 1/8"
SQUARE FOOTAGE: 21.82 → $21.82 \text{ sq ft} \times 2 = 43.64 \text{ sq ft}$
FACES: .125" SG-100 Polycarbonate pan faces with four lines of zip track
DECORATION: Screened, white only
CABINET: Extruded aluminum 10" wide, primed and painted semi-gloss mahogany brown. One side hinged for service.
ELECTRICAL: 2.2 total AMPS, 1-15 AMP circuit
INSTALLATION: Center pole mount

THREE

jiffy lube

America's Favorite Oil Change



**6' Wall Mount Logo Sign
with 3' x 8' Wall Mount Readerboard**

BUILDING LETTERS/FIXED COPY SIGN

Illuminated/neon letters mounted on a raceway that is also an illuminated panel sign. This unique sign is available in four versions:

1. Red neon letters trimmed in white, with a white raceway panel with slogan, "America's Favorite Oil Change," encased in mahogany brown cabinet.
2. As above except with a white raceway panel with slogan, "14 Point Oil Filter Fluid Service." (Optional by special order.) Encased in mahogany brown cabinet.
3. White neon letters with a white raceway panel with slogan, "America's Favorite Oil Change," in red. (Optional by special order.)
4. As in 3 above except with a white raceway panel with slogan, "14 Point Oil Filter Fluid Service," in red. (Optional by special order.)

DIMENSIONS:	3'x11'9"
SQUARE FOOTAGE:	35.25 (squared) 28.2 (sign area only)
FACES:	.187" white pigmented acrylic letters with red translucent film raceway panel .187" white pigmented acrylic fixed copy strip with mahogany brown screened copy. Red letter faces trimmed with white edge molding.
CABINET:	.050" aluminum sides with .063" aluminum backs, primed and painted mahogany brown. Remove letter faces for access.
ELECTRICAL:	14 total AMPS, 1-20 AMP circuit, 120V with 2 #12 lead wires per section (Jiffy and Lube are separate sections)
INSTALLATION:	1½"x¾" mounting bars with 8⅜" diameter mounting bolts

6' WALL MOUNT LOGO SIGN

Single faced, illuminated wall sign in standard and reverse logo versions, ideal for mounting on either side or both sides of the building.

DIMENSIONS:	6'7" x 6'5½"
SQUARE FOOTAGE:	18.9 (sign area only)
FACES:	.125" SG-100 Polycarbonate pan face with ⅝" embossed graphics
DECORATION:	Screened, Flame Red (FR-1-585) and White (FR-1-110)
CABINET:	Extruded aluminum 8" wide with 1" face retainer, primed and painted mahogany. Remove screws from retainer for service.
ELECTRICAL:	3.0 total AMPS, 1-15 AMP circuit, 120V with 2 #12 lead wires
INSTALLATION:	Wall mount with ⅝" diameter bolts

3'7" x 8' WALL MOUNT READERBOARD

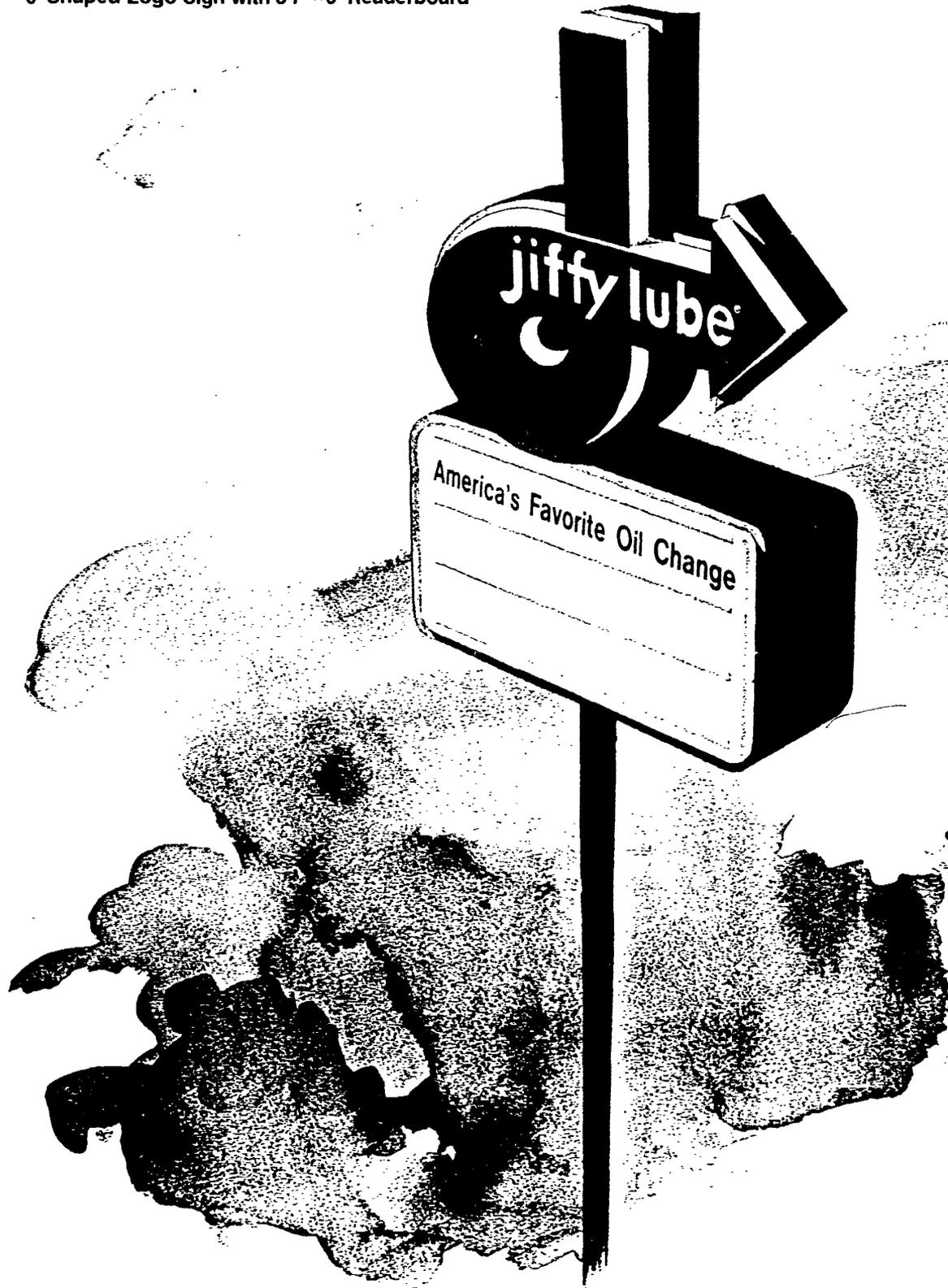
Single faced, illuminated with four lines of track. Typical installation is on the arrow point side of the 6' wall mount logo sign.

DIMENSIONS:	3'7" x 8'1⅞"
SQUARE FOOTAGE:	28.98
FACES:	.125" SG-100 Polycarbonate pan face with four lines of zip track
DECORATION:	Screened, white only (FR-1-110)
CABINET:	Extruded aluminum 10" wide, primed and painted mahogany. Face hinged for service.
ELECTRICAL:	3.0 total AMPS, 1-15 AMP circuit
INSTALLATION:	Wall mount with ⅝" diameter bolts

ROADSIDE IDENTIFICATION

ONE

8' Shaped Logo Sign with 3'7" x 8' Readerboard
AND
6' Shaped Logo Sign with 3'7" x 6' Readerboard



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

1 ZBA
5-9-94
SET UP FOR P/H

2 ZBA
5-23-94
APPROVED

3 ZBA
6-27-94
FREESTANDING SIGN
TOTAL SQFT VARIANCE
OF 88.12 SQ FT

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 5-19-94

APPLICANT: M C + B PARTNERSHIP
208 MEADOW AVE
SCRANTON PA 18505

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 5-5-94

FOR (BUILDING PERMIT): INSTALL THREE WALL SIGNS AND ONE
FREESTANDING
LOCATED AT: RT 300

ZONE: C

DESCRIPTION OF EXISTING SITE: SEC: 69 BLOCK: 2 LOT: 1, 2 + 12

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. FREESTANDING SIGN PERMITTED TO BE 40 SQFT
2. ONE WALL SIGN PERMITTED
3. WALL SIGN PERMITTED TO BE 20 SQFT
4. HEIGHT FOR FREESTANDING SIGN
5. SET BACK FOR FREESTANDING SIGN

Michael Bebeck
BUILDING INSPECTOR

PERMITTED

PROPOSED OR AVAILABLE

VARIANCE REQUEST

ZONE C

USE A-1 + B-5

REVISED 5-23-94

SIGN

FREESTANDING

40 SQFT

84.48
~~110.74~~ SQFT

44.48
~~100.24~~ SQ FT

HEIGHT

15 FT

18 FT

3 FT

WALL SIGNS

ONE

THREE

TWO

TOTAL ALL SIGNS

20 SQFT

105.75 SQFT

85.75 SQFT

FEET FROM ANY LOT LINE

15 FT

10 FT

5 FT

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

CC: Z.B.A., APPLICANT, B.P. FILE

REVISED 6-17-94

FREESTANDING SIGN

PERMITTED

40 SQFT

PROPOSED

128.12 SQFT

VARIANCE REQUEST

88.12 SQFT

APPROVED 6-27-94

cc: B.S.

Shaw Engineering

Consulting Engineers

744 Broadway
P.O. Box 2663
Newburgh, New York 12550
(914) 561-3893

Post-It™ brand fax transmittal memo 7671		# of pages	1
To: <i>Mr. Babcock</i>	From:	<i>G. Shaw</i>	
Co:	Co:		
Dept.:	Phone #:		
Fax #:	Fax #:		

MEMORANDUM

Mike Babcock Building Inspector Via Fax 563-4693

FROM: Gregory J. Shaw, P.E.

DATE: May 25, 1994

SUBJECT: Signage Variance
M.C.&B Partnership

Freestanding Sign

	Original Denial	Should Have Been Denial
5' Shaped Logo Sign	70.12 S.F.	70.12 S.F.
3' x 5' Reader Board	0.0 S.F.	28.98 S.F.
	70.12 S.F.	99.10 S.F.
Times 2 Sides	2	2
Total	140.24 S.F.	198.20 S.F.

	Amended Denial	Should Have Been Denial
5' Shaped Logo Sign	42.24 S.F.	42.24 S.F.
3' x 6' Reader Board	0.0 S.F.	21.82 S.F.
	42.24 S.F.	64.06 S.F.
Times 2 Sides	2	2
Total	84.48 S.F.	128.12 S.F.

KOBNGOLD/M.C. & B. PARTNERS

MR. NUGENT: Request for 4.0 ft. (Jiffy Lube) and 8.0 ft. (building #2) maximum building height variances and sign variances in order to construct two buildings on property located on the east side of NYS Route 300 in C zone.

Gregory Shaw, P.E. of Shaw Engineering appeared before the board for this proposal, along with John Connell and Jim Bannon.

MR. SHAW: Mr. Connell and Mr. Bannon are the applicants. All right, now we are here before you tonight for some building height variances and also some signage variances. Maybe I ought to just take a second to describe the site for any board member for anyone in the public who's not familiar with it. It's approximately 3 acre parcel which is situated at the intersection of New York State Route 32, Route 300 and Old Temple Hill Road. It's three acres and it is in the C zone. We are proposing construction of 3 buildings. Building number one designated on the plan before you will be for Blockbuster Video. The second building will be for Jiffy Lube and the third building designated as retail building number 3 will represent approximately 15,000 square feet of retail space. I may point out that this project is going to be developed in phases. The initial phase will be Blockbuster Video, general retail building one, and Jiffy Lube. And with the construction of those two buildings, the structure which is presently on the site and closest to Old Temple Hill Road will be demolished. Also, the structure which houses the Chinese food restaurant and Covallo's Restaurant will be demolished, not entirely, though, Covallo's and a portion immediately behind it will remain, their lease does not expire till 1995. But the bulk of the building will be demolished and the only part left standing is that portion of the building where the leases are still in effect. What we are asking for are two height variances. If you look at the zoning schedule with respect to Jiffy Lube, that building is approximately 42 feet from the nearest lot line. We are allowed a building height of 14 feet. We're requesting 18 feet

for a 46 foot variance. Retail building number 2, again the future building, we have a minimum distance to the lot line of 30 feet, allowing us a building height of ten feet. Again, we're proposing 18 feet for a variance of eight feet. And the third building retail one does not need a variance. With respect to the signage--

MR. KRIEGER: Third building you mean retail 3?

MR. SHAW: No, the plan doesn't designate as retail 3.

MR. HOGAN: He designated it as 3 here.

MR. TORLEY: Retail building number 2 which is what you're planning is in the second phase of the development.

MR. SHAW: Correct.

MR. TORLEY: You're requesting sign variances, in other words, you're agreeing that you will abide by all the sign codes when the building is put up?

MR. SHAW: Or we'll have to come back to this board.

MR. TORLEY: You're saying that you will agree to all the sign variances?

MR. SHAW: That is exactly what I said. With respect to the signage, the zoning ordinance permits one wall sign, we're requesting a total of 3. And I believe information was submitted to the board with exactly what the signage looks like, that will be for the Jiffy Lube operation. We're allowed a total of 20 square feet of signage, we're requesting 105.75 square feet over the 3 signs for a variance request of 85.75 feet and finally we're allowed one freestanding sign of 40 square feet. We're proposing a sign of 140.24 square feet resulting in a variance of 124 square feet.

MR. NUGENT: First ones that you just mentioned, they are to be attached to the building of Jiffy Lube?

MR. CONNELL: Yes, on three sides, we have pictures.

MR. HOGAN: Where is the freestanding sign, Greg?

MR. NUGENT: We didn't get to that.

MR. HOGAN: I know but I want to know where that is.

MR. SHAW: Again, this Jiffy Lube will be placed on three walls?

MR. KRIEGER: The signs on the walls won't project over the or outside the dimensions of the wall?

MR. SHAW: No, no, this is the sign that we're talking about.

MR. NUGENT: Are those signs lit?

MR. CONNELL: Yes, they are.

MR. NUGENT: Internally?

MR. CONNELL: Yes.

MR. BABCOCK: Where is the freestanding sign, Greg?

MR. SHAW: It's going to be in one of these two islands.

MR. TORLEY: Would you please--

MR. SHAW: The plan should have been updated, it wasn't, it will be in one of these two islands on the entrance off 300.

MS. BARNHART: Is this the actual building?

MR. SHAW: Very close to it. There might be some slight architectural modifications but for the most part, that is what's going to be constructed.

MR. TORLEY: Now, looking at the bulk section, Column N numeral 6, for businesses fronting on more than one street, one indirectly illuminated sign may be located. Are you saying this structure faces more than one

street?

MR. SHAW: I believe the way the variance is written up, the denial, is that we were allowed one freestanding.

MR. TORLEY: So you are saying this only faces one street?

MR. BABCOCK: That is correct.

MR. NUGENT: Freestanding.

MR. TORLEY: I want to make sure we're talking about facing one street.

MR. BABCOCK: It might be a gray area, you might consider that but--

MR. LANGANKE: Not with the building still standing.

MR. NUGENT: Well, that is only for another year.

MR. SHAW: You may see it if you are traveling in a northerly direction.

MR. NUGENT: Three sides you want to put it on is this one, this one and this one?

MR. SHAW: Correct.

MR. TORLEY: Would you care to speak why you feel you need three signs on the facade?

MR. CONNELL: Well, I think that we certainly would like to advertise on all three sides of the building.

MR. NUGENT: I have to agree with Larry for the first time in a while that I'm not sure this one and this one maybe yeah, but I'm not sure that that one is necessary cause you're going to have this one here or here, whichever the case may be.

MR. TORLEY: Anybody coming in that entrance will see the sign on this side.

MR. NUGENT: Well, that is definitely large, large large.

MR. LANGANKE: Weren't we just, are we just talking about the signs on the building?

MR. NUGENT: Yeah, what I am saying is I made--

MR. TORLEY: He's talking about the freestanding sign will be off 300.

MR. LANGANKE: We're talking about the three signs on the building.

MR. NUGENT: I'm saying that the third one is not necessary because of the large sign.

MR. LANGANKE: He doesn't have a large one yet.

MR. NUGENT: He is going to have a sign there some time.

MR. TORLEY: He's entitled to a sign.

MR. CONNELL: You have got a blank wall and I'd like to kind of break that up, you know, I can show you profiles of the building plan but it's really a plain Jane.

MR. TORLEY: Which is the entrance of the cars.

MR. CONNELL: This is the front view of the building, cars come around here and go up here so we have some cars here and they pull out and come out of the office, get in the car and drive away.

MR. LANGANKE: I'm looking at this sign. I find nothing offensive about that sign. I think it blends into the building. I find nothing wrong with it, with the three sides that he is requesting, just looking at the signs on the building.

MR. NUGENT: What are we looking at for a total?

MR. KANE: It's 85.75 square foot variance on the signs on the wall.

MR. NUGENT: Are the signs that you are proposing via these photographs, are they, I'm not sure exactly how to phrase it, are they a company logo that is used on every single Jiffy Lube?

MR. CONNELL: Well, if you, see the sign package, there are a bunch of different signs that are offered, and we have just picked this one because it's just, it's not ostentatious, they offer you big Js that you can put on the side of the building, I'm just interested in something that says here we are but doesn't jump out at you.

MR. LANGANKE: That is why I think that one portrays.

MR. CONNELL: I'm sorry, I should have brought the package, this just shows what we're asking for.

MR. TORLEY: One of the other ones is basically just a logo style J.

MR. KANE: I think it's on one of the pictures on the side.

MR. CONNELL: What we're asking for is what we have on all ours.

MR. SHAW: That would be a freestanding.

MR. TORLEY: It's on the wall.

MR. SHAW: It's on the wall but it's not what we're proposing for the wall, am I correct?

MR. TORLEY: I believe my colleague was asking if this was some requirement for a particular style sign?

MR. CONNELL: This is what they've asked that we use.

MR. NUGENT: Three foot high by 11 foot according to this.

MR. CONNELL: This is the front of the building, this is the back of the building. This is the front of the building and these are the sides.

MR. LANGANKE: These are 3 foot by 11.

MR. CONNELL: These might be something different, these are not the same signs as what I am saying. This is what they asked for on the prints. We have gone and said that is not what we want. We'd like something smaller and just place it in the middle of the building, middle of the building on the three sides. I don't want to put a whole lot of signs across the front.

MR. KANE: Similar to what's in the picture.

MR. CONNELL: Exactly, the building is exact except that it doesn't have this fascia.

MR. NUGENT: How long is this building, what's the overall length?

MR. CONNELL: I think it's 58 feet.

MR. SHAW: 59 by 35.

MR. NUGENT: And you'll have a 12 foot sign?

MR. TORLEY: Three of them.

MR. CONNELL: As I said once again the sides, it's nothing to look at so it's just to kind of dress, break the monotony of the block, you know, if there were windows here or there was something, I'd say gee, at least then it's not just a plain Jane, there's a little something there.

MR. TORLEY: Acknowledging that we're dealing with the code as it stands now, the potential future code which is under discussion by the Town Board if it goes forward as it is now, how much of a variance would they be talking about over that?

MR. BABCOCK: The freestanding sign, the new ordinance

is going to allow 64 square feet.

MR. TORLEY: They are asking for?

MR. BABCOCK: 140.24.

MR. TORLEY: Then the wall signs?

MR. BABCOCK: Wall signs would be 2 1/2 foot by ten foot for this particular project cause it's not more than 300 feet from the road so it would be 20 plus six times it would be 25 square feet.

MR. TORLEY: Be permitted and they are requesting?

MR. BABCOCK: They are requesting 105 cause they are requesting three sides.

MR. KANE: So they are asking for an 80 square foot variance?

MR. TORLEY: Well, they are asking for 300 percent variance, they are allowed 20.

MR. NUGENT: The other one would not be as substantial.

MR. TORLEY: 60 to 140, 64 to 140.

MR. NUGENT: That is 80, it's large, it's over double.

MR. TORLEY: That is how I was considering it.

MR. HOGAN: Can I ask our attorney a question? We have been given some specifications. Do you have the same one that I do?

MR. BABCOCK: Yes.

MR. HOGAN: They have apparently various sign sizes et cetera. I, for one have to go on the record that I am totally, I mean I'm just abhorred by this freestanding sign. I'm going to go on the record right away and I have no problem at all with building signs.

MR. LANGANKE: That is what we're reaching a consensus

over here.

MR. HOGAN: My question would be the applicant's before us for both of these variances in one application.

MR. TORLEY: We don't have to make it one motion.

MR. HOGAN: My question would be would the applicant like to vary his request, can we do that?

MR. TORLEY: We can split it up, we can grant whatever variances we want.

MR. KRIEGER: The answer is yes, we can, you cannot require it but--

MR. LANGANKE: We're having a problem with the freestanding sign.

MR. CONNELL: I can hear that.

MR. TORLEY: Building signs are very large, you're asking for very considerable variances over the code.

MR. LANGANKE: Except that our code is quite restrictive, it appears, because everybody comes in with comperable requests so it's not that unusual.

MR. TORLEY: But it is our code and even with the new code they are asking for very substantial variances.

MR. KANE: But the look of those signs on that particular building it's not offensive.

MR. TORLEY: They are very nice, I have no objection to the signs per se. My question is the number.

MR. CONNELL: We don't want it to be offensive.

MR. TORLEY: Third sign bugs me, why do you need three as opposed to just two? It's the third sign that I am concerned about. People are going to find their way to your building if they see the other signs.

MR. CONNELL: Well, could you--

MR. NUGENT: They make smaller ones too, guys.

MR. CONNELL: Could you live with a J on these two sides and the America's Favorite Oil Change on the front, with the J being small J, I don't have, this isn't the entire packet, okay.

MR. TORLEY: I have a lot worse feelings about the J as a freestanding sign than as a logo on the side of the building versus a freestanding sign. We have had like the Exxon station, it's a logo on the side of the building, it's not a freestanding sign.

MR. LANGANKE: This company apparently has more options than a lot of the other national companies but why should they be penalized because they have more options? If he would have come in here and said this is all we have, would that make a difference?

MR. TORLEY: No, because our code still is our code.

MR. LANGANKE: Well, we have taken that into consideration when a national sign has said this is the only sign we have now because they have more options, doesn't mean that you know they should be held against them. I personally do not have a problem with those three signs on the end of the building.

MR. TORLEY: Considering, however, that one of the things they must make is economic hardship and if the corporation has a series of various signs some of which meets our requirements.

MR. KRIEGER: It's an area variance.

MR. TORLEY: There's no economic hardship?

MR. KRIEGER: No.

MR. LANGANKE: These are businessmen that want to advertise their business.

MR. SHAW: Is it possible to poll the board to try to find some middle ground? The wall signs, the three

stay as presented on this photo and we would possibly amend our application for this less that, nothing on the wall but just the J and according to the forms, eight foot shaped logo sign, sign area only 32.8 square feet.

MR. TORLEY: As your freestanding sign?

MR. CONNELL: I misunderstood, I'd like to have a reader board because that is where we advertise when we have a special or something.

MR. NUGENT: They also have a 6 foot logo sign.

MR. CONNELL: We'd be happy to go with a 6 foot.

MR. NUGENT: I'm not real familiar with it but they also have smaller signs for the building.

MR. TORLEY: Corporation also has the logo for facade signs.

MR. BABCOCK: Mr. Chairman, I didn't know until tonight what the location of the sign is and the ordinance says it has to be 15 feet from a property line and maximum 15 foot high, so I would assume that they are going to need some relief from those two sections of the code also. It appears to be about 24 foot high.

MR. NUGENT: I'm just getting at that, Michael, they make smaller ones.

MR. TORLEY: Are we talking facade or freestanding?

MR. NUGENT: Take your pick.

MR. TORLEY: I would suggest we finish facade signs.

MR. LANGANKE: I like it.

MR. TORLEY: I would personally prefer to see only 2 rather than 3 because we're talking about a substantial increase over our code, even though the newer, more generous code but as far as the--

MR. NUGENT: What one are they talking about?

MR. TORLEY: Building signs. You don't have to agree with me but I definitely, like you have got a very attractive looking sign, it's not garish, just question of the total size we're talking about because we're supposedly we should be reflecting on the Town Board's wishes on this and what we're considering what's a reasonable variance from it and to my mind, 300 percent is not a reasonable variance.

MR. SHAW: Is it possible to take this in pieces and maybe poll the board?

MR. NUGENT: What we're trying to do is get a consensus of what they really want and as far as I'm concerned, that doesn't bother me at all. The ones on the two ends we can maybe go with a smaller unit as the gentleman expressed, they have a 6 foot wall mount sign which is only 18 square feet.

MR. TORLEY: Just the logo.

MR. NUGENT: I'm just giving you some ideas, there are other options.

MR. TORLEY: What do you feel like of the J sign on the building? It's not freestanding.

MR. CONNELL: It's fine with me. It's more aesthetic than anything else as far as I'm concerned I want people to know that that is our building, whatever angle they look at it from. And if you were running that business, you'd want the same thing.

MR. TORLEY: Of course.

MR. CONNELL: We're spending a lot of money here and I'd like to get as much visibility as I can.

MR. HOGAN: Greg is asking us to deal in parts. We have yet to deal with the public. So, if necessary, I would make a motion that we hear from the public on all facets of the application first.

MR. NUGENT: Is that agreeable?

MR. KANE: That probably sounds prudent.

MR. NUGENT: At this particular time, we'd like to open it up to the public for any comments that you have. Try not to be repetitious.

MR. JOSEPH PRIMAVERA: The only questions we had actually maybe not the Zoning Board problem, might be Planning Board but I'm worried about right-of-way and a few other things like this so maybe we can discuss it after or something.

MR. CONNELL: I was going to call you last week and I didn't get a chance to.

MR. SHAW: We're familiar with Mr. Primavera's situation. He has a lot with a building and ten foot right-of-way on our property, on our property access to the back, and I believe he's correct when it is a Planning Board issue. I believe his concern is that he has deliveries to the back and even though he does have ten foot, if we were to continue to reserve him that strip, is that in his best interest and in our best interest? Hopefully, there's going to be middle ground and we need an opportunity to sit down and talk to him about possibly abolishing the ten foot wide right-of-way and let him access the back of his property through our new curb entrance on Route 32. But again, we have to talk to him about it and also that was an issue that the Planning Board brought up.

MR. TORLEY: Whether or not you have sufficient lot area size and any right-of-way is not--

MR. NUGENT: We don't have a problem with that. You do whatever you need to do with Mr. Primavera.

MR. PRIMAVERA: That is all we really had.

MR. NUGENT: Is the only comment you had?

MR. PRIMAVERA: That and the grading but that is not your problem either.

MR. NUGENT: Okay, at this time, I'll close the public hearing.

MR. HOGAN: Where does your right-of-way run?

MR. PRIMAVERA: Right alongside the building. Actually, we have reasonable access to 300 right through your property.

MR. TORLEY: You think the applicant will be discussing this?

MR. PRIMAVERA: Right.

MR. TORLEY: And you have otherwise no objection to this?

MR. PRIMAVERA: Signs and the building, no.

MR. LANGANKE: As a businessman, you have heard our discussion, what do you think about the request on the applicant's part for three signs?

MR. PRIMAVERA: I didn't hear it all but I don't see any problem with the signs.

MR. TORLEY: Mr. Tanner, do you have anything you'd like to add?

MR. TANNER: No.

MR. KRIEGER: Mr. Primavera, do you think that these signs, if they were approved, would be in line with the existing conditions in the neighborhood or that it would change?

MR. PRIMAVERA: Well, it's probably not much different than Monro that just built their building.

MR. KRIEGER: So you don't think it would be a detriment to the neighborhood?

MR. PRIMAVERA: If it's similar to this.

MR. KRIEGER: Just assuming for argument's sake the application is granted and for the record, how long have you had your store there?

MR. PRIMAVERA: 45 years.

MR. KRIEGER: So you don't think it would have any adverse impact on the neighborhood or effect any kind of change or a detriment?

MR. PRIMAVERA: I don't believe so. There's plenty of signs there now. I don't think it makes much difference.

MR. KRIEGER: For the record, Mr. Tanner, you have a business in the area, not immediately adjacent, but in the area, do you feel differently than Mr. Primavera or substantially the same?

MR. TANNER: Substantially the same. I have concerns sometimes about freestanding signs being overly large, you haven't got to that one yet.

MR. KRIEGER: I'm more interested at this point in whether or not you think an undesirable change will occur to that neighborhood or detriment or it would substantially adversely impact that neighborhood, bearing in mind that of course it's different, it's close to your business but it's a different standard, different location.

MR. TANNER: It's an improvement over what's there, that is all I can say.

MR. PRIMAVERA: Old Schoonmaker building is like a death trap right now.

MR. KRIEGER: It would not create in your view another problem?

MR. TANNER: No.

MR. PRIMAVERA: No.

MR. KRIEGER: Thank you.

MR. LANGANKE: What is your pleasure, Mr. Chairman?

MR. NUGENT: You can tell me what you want to do. Is there anyone else who has anything else to add from the public at this time? I'd like to close the public hearing and open it back to my board.

MR. HOGAN: Question on Mike's statement we're not sure based on this drawing where this freestanding sign is going. Do we need a variance on the height or the distance from the property line?

MR. TORLEY: If they haven't requested it, they don't have it.

MR. SHAW: We'll have it before the night's out.

MR. TORLEY: Real soon, I hope.

MR. SHAW: In about 60 seconds.

MR. NUGENT: The other thing that I was discussing with Larry now I'm only going on the wall sign now, they are asking for a variance of 85.75 square feet, if we asked them to change that to one Jiffy Lube sign in the front of the building?

MR. HOGAN: Being what?

MR. NUGENT: Facing 300 with a total of 35.25 square feet and then on the end, a 6 foot wall mount logo sign all right which has total area of 19 square feet.

MR. KANE: For both?

MR. NUGENT: Each so that's 38 and 35 is 73 which is substantially less than 156 plus you take off the other 20, now you're looking for a variance of only 50 square feet.

MR. TORLEY: Still would allow you, cause as you said, you have broken up a solid brick wall with something that is at least your corporate logo but it does get closer to the code.

MR. HOGAN: Just for the record, if Mike could again speak to the board is currently considering a law that increases the available signage and currently they are intending to pass this law shortly, they've taken a while to do it but they are intending to pass it and I would like to know what the variances above and beyond what the intended statutes would be?

MR. NUGENT: Increases our minimum to 5 square foot.

MR. BABCOCK: It would be 60 square feet on the freestanding sign, today it's 40, so that gives him another 24 square feet. So it would be 86. They are asking for 500 foot now, 10.24 right now is what they've told me they wanted, okay.

MR. KANE: Was 104 total?

MR. BABCOCK: 100 square foot total freestanding sign variance, that is what they are looking for, their sign is 140 square feet.

MR. KANE: I was talking about the wall signs.

MR. BABCOCK: Let's take the freestanding signs, since it's first on the thing. Freestanding sign today they are allowed 40, with the new ordinance in effect, they'd be allowed 64, so they would be allowed another 24 square feet with the new ordinance. They would still need a variance of 76 feet, even at the new sign ordinance for the freestanding sign. The other thing about the new ordinance for the freestanding sign, it can be located anywhere on your property. So they wouldn't need a variance for the setback. The 15 foot height we haven't even discussed yet, I'm not sure what the height of the sign is, once we find that out, we'll possibly need that. The wall sign is going to increase to 25 square feet and they would need an 80 square foot variance on the new ordinance.

MR. TORLEY: As the Chairman earlier spoke, you have your Jiffy Lube sign on the front and corporate logo on the sides, which is going to make the aesthetics look better and much closer to the code requirements. Is

that acceptable to you cause otherwise, you're asking for quite a lot. You may well get the three positive votes you need as it stands but I'd feel happier with something closer to the code than a 300 percent variance. It's up to you.

MR. CONNELL: To be honest with you, I haven't given it any thought because. We've always gone in and applied for these signs and have never ever had a problem so I hate to put you off but I just haven't given it a lot of thought.

MR. TORLEY: I've got no problem with any of the building height, that is fine.

MR. KANE: I don't have a problem with the wall signs.

MR. LANGANKE: Why don't we bring that to the floor, make a motion on the three wall signs.

MR. KANE: Can we move?

MR. HOGAN: Prior the that, can I ask a question? This sign, does this sign move at all?

MR. CONNELL: No.

MR. KANE: We're going to take care of the wall signs.

MR. NUGENT: We're going to do the variance first, wall signs second and the freestanding signs third.

MR. LANGANKE: Fine.

MR. TORLEY: Have we spoke about the height variance requirements?

MS. BARHNART: Not much.

MR. SHAW: We got sidetracked. What I'd like to do is just touch base, introduce into the record that which is in the application, if I can just read it, it touches on all the necessary points. It is our opinion that the proposal before this board will benefit the community and not be a detriment to health, safety and

welfare of the neighborhood or community. The requested height and sign variances will not result in substantial detriment to the adjoining property owners or change in the character of the neighborhood. To the contrary, the proposed building will eliminate a deteriorating group of stores and decrepit parking area which may have attributed to the downgrade of the one of the most popular shopping areas in the Town. The applicants believe that the proposal will not have an adverse impact or effect on the physical or environmental characteristics of the neighborhood or district, since it will upgrade and clean an area which has been severely deteriorating for many years. The applicants know of no other feasible method to pursue which can produce the necessary results other than the variance procedure. While considering the proposal before the board, it should be noted that the difficulty is partially self-created but that the sale of the property to the purchasers will alleviate the difficulty and allow the creation of a brighter future for this area of New Windsor.

MR. TORLEY: I would suggest you don't feel the sign variance requests are substantial?

MR. KRIEGER: Well, that is a matter it's their opinion and it's their opinion but it's the board's opinion which controls. They may or may not agree. What I was going to ask a question with respect to the height and that is how does the 18 foot height, proposed height of these buildings compare with the height of neighboring buildings, disregarding the setback requirement or the method of calculating the height but how does it actually make them substantially higher, approximately the same? I assume they are not going to be substantially lower.

MR. SHAW: In the immediate area, we have Primavera's building. Do you know how tall your building is?

MR. PRIMAVERA: It's at least 18 or more.

MR. SHAW: We have Wendy's, which is a pitched roof, I believe, so which that will be up around 18 feet also. So I don't think that we're going to be creating a

building height excess of what you'd find in the neighborhood.

MR. KRIEGER: Wendy's, is that much taller because it actually sits on a higher piece of ground.

MR. TANNER: Angelo's is a two story building, so that is definitely more than 18.

MR. KANE: I'll make a motion to accept, to approve the height variances.

MR. TORLEY: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. NUGENT: Now, we go to the wall signs.

MR. TORLEY: We were discussing as the variance request as described here.

MR. NUGENT: Unless they want to change it now.

MR. TORLEY: You get a variance for size and later you decide to make them smaller, you don't have to come back.

MR. NUGENT: You might not get any.

MR. CONNELL: Well, I'm not familiar with the other signs so it is very difficult for me to say gee wiz, we'll compromise here because I'm trying to be honest with you, I don't know what the J looks like, I don't know whether I like the looks of it. I'm very familiar with this sign, if I can have these signs on two sides on the J, the small J on this side.

MR. TORLEY: That would reduce the variance request

just doing that cause I would suggest that you may be close enough you can make a case for the two sides of the corner.

MR. KANE: Just to go on the record saying when it comes down to it, he's improving the area, the signs on the building I don't think are a detriment at all. So we want to make sure that his buildings signs are fine. I don't have a problem with that.

MR. NUGENT: I'll accept a motion on the building signs as written.

MR. HOGAN: I make a motion we accept the building signs as submitted to this board.

MR. LANGANKE: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	NO
MR. NUGENT	NO

MR. SHAW: Last outstanding item which is the freestanding sign you asked for some dimensions, Michael, what we're proposing is a total sign height of 18 feet, 3 feet in excess of what's permitted by zoning for permit, we're permitted total sign height of 15, am I correct?

MR. BABCOCK: That is correct. So they need a variance of 3 feet.

MR. SHAW: What I would suggest or ask a variance for is that we were required to keep the sign back 15 feet from the property line, we're proposing only ten, that is to the edge of the sign, not to the pole which would be a variance of 5 feet. This would be the property line ten feet to the edge of the sign and another three feet for the pole giving us a variance of five feet to the edge of the sign instead of 15 feet, ten feet.

MR. TORLEY: You're sure of the measurement?

MR. SHAW: Yes.

MR. HOGAN: Total sign height off 18?

MR. SHAW: Correct.

MR. NUGENT: Just for clarification, Michael, under the new sign ordinance.

MR. BABCOCK: There would be no setback requirements and the other height is that going to remain the same?

MR. HOGAN: Where was this taken again, sir?

MR. BABCOCK: 15 feet is going to be the new ordinance also.

MR. NUGENT: That is what it is now so we do need that one.

MR. BABCOCK: That is correct.

MR. SHAW: Mr. Chairman, are we set with the variance for the building height and also the setback cause if we are, I'd like to amend our proposal for the freestanding sign in lieu of the, what we're proposing in lieu of the eight foot shaped logo sign with the three foot 7 inch by 8 inch reader board we're proposing in its place a 6 foot shake logo sign with a three foot 7 inch by three foot reader board which will reduce the logo sign from 61.78 square feet.

MR. TORLEY: For one side?

MR. SHAW: One side to 40.72 sign area with reader board and again that is one side.

MR. TORLEY: So instead of being 140 square foot total sign it will be 80 square foot sign?

MR. SHAW: That is correct.

MR. NUGENT: That is correct. This would be 80 less 20

is actually 60.

MR. NUGENT: He's allowed 40 foot, if he reduces the sign to 6 foot, it's 40 square feet on each side which gives him a total of 80 square feet total, less 40 is a 40 foot variance in lieu of 100 foot variance. Are we all right with that?

MR. HOGAN: We're all right with that. I just want to re-emphasize the sign height and the distance that he is asking for, they are asking for five foot variance off the property line, is that correct, and maximum sign height 50 feet. The question for the attorney that includes all sides 15 foot?

MR. KRIEGER: Yes, that includes all of the signs.

MR. BABCOCK: If you notice the signs in the calculations, they've done a square footage of just the sign itself, the J and a calculation if it was squared, I have been using the squared numbers, I have been squaring the sign off so the 40 feet that you are talking about is substantially more when you square it so we're going to do that right now.

MR. SHAW: We've just figured out that the 6 foot shaped logo sign with the reader board squared increases to 42.24 sign area with reader board.

MR. BABCOCK: Per side.

MR. TORLEY: 85 square foot and asking for 45 foot variance, much better than 140 foot. What does that do to the sign height?

MR. NUGENT: Does it reduce it?

MR. SHAW: No, I based it upon the smaller sign. Remember I said I needed 60 seconds. That is what I needed it for.

MR. CONNELL: We'd like to have the reader board up high enough so the kids can't get up and take the letters off.

MR. TORLEY: If you were going with the original request, how high would the sign have been?

MR. SHAW: I don't have the answer.

MR. TORLEY: Higher than the 18 feet.

MR. SHAW: It would have been higher.

MR. BABCOCK: This is now 6, it was 8. This is now 4, and it was 4, the depth hasn't changed. So it's a factor of two feet, this gives us eight feet from the ground surface to the underside of the sign.

MR. NUGENT: Does everybody understand what they've done, Michael, are you okay with the changes?

MR. BABCOCK: Yes.

MR. TORLEY: Would you like a motion on the subject?

MR. NUGENT: Okay.

MR. TORLEY: I move we grant the sign variances specifically that of the freestanding sign of a variance of 45 square foot area variance, five feet setback variance, three foot height variance for the freestanding sign, that is my motion.

MR. KANE: Second it.

ROLL CALL:

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. TORLEY: I do have one question, this is a nice bypass for all the traffic lights there.

MR. SHAW: We thought about it and it may or may not be anybody wanting to bypass this light, it's to get on 300, am I correct, or cross the street to Waldbaum's,

if you are coming in this direction, why wouldn't you just scoot over Old Temple Hill Road to catch 300. If you are going to Waldbaum's, that is the reason why we decided to keep the existing entrance offset. These entrances were across the street, you may have an opportunity for someone to buzz right through but with these offset, it would impede traffic for someone to pull out, make a left and right.

MR. TORLEY: Beating traffic worries me, I'm worried about as long as you keep that in mind.

MR. KRIEGER: I don't think that it is the impeding traffic, I think it's discouraging it cause it will take too long.

PRIMAVERA HARDWARE, INC.

ROUTE 32 P.O. BOX 177 VAILS GATE, NEW YORK 12584

June 3, 1994

James Petro, Chairman
Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, N.Y. 12553

Dear Mr. Petro:

We have seen the preliminary site plan submitted by a representative of M.C. & B. Partnership, Jiffy Lube, Scranton, PA.

He also visited us on or about May 26, 1994, at which time he asked if we would care to relinquish our existing 10' right-of-way accessing Route 32 with Route 300.

We declined this suggestion, and he was very courteous in that he understood our reasoning. At that time he said it was perfectly alright with him and that his site plan could be revised to allow our continued unobstructed ingress to and egress from Route 32-Route 300 via both directions.

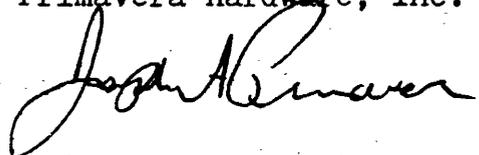
This right-of-way is crucial to our business since it facilitates large delivery trucks, eighteen-wheelers, customer pick-ups and staff parking. Also it has been used as such for over 40 years.

This letter is intended to inform you (and be on record) as to the events occurring so far, and if M.C.& B. - Jiffy-Lube does as stated to us in regard to our right-of-way, we see no problems. However we would appreciate being notified when the Planning Board meets to discuss this matter.

Thanking you, I am,

Very truly yours

Primavera Hardware, Inc.



6/8/94 @ Received
at meeting

RESULTS OF P.B. MEETING

DATE: April 13, 1994

PROJECT NAME: M.C. & B. Partnership S.P. PROJECT NUMBER 94-9

LEAD AGENCY: _____ NEGATIVE DEC: _____

M) ___ S) ___ VOTE: A ___ N ___ M) ___ S) ___ VOTE: A ___ N ___

CARRIED: YES _____ NO _____ CARRIED: YES: _____ NO _____

PUBLIC HEARING: M) ___ S) ___ VOTE: A ___ N ___

WAIVED: YES _____ NO _____

SEND TO OR. CO. PLANNING: M) ___ S) ___ VOTE: A ___ N ___ YES ___ NO ___

SEND TO DEPT. OF TRANSPORT: M) ___ S) ___ VOTE: A ___ N ___ YES ___ NO ___

*DISAPP: REFER TO Z.B.A.: M) ✓ S) ○ VOTE: A ○ N 4 YES ✓ NO ___

RETURN TO WORK SHOP: YES _____ NO _____

APPROVAL:

M) ___ S) ___ VOTE: A ___ N ___ APPROVED: _____

M) ___ S) ___ VOTE: A ___ N ___ APPR. CONDITIONALLY: _____

NEED NEW PLANS: YES _____ NO _____

DISCUSSION/APPROVAL CONDITIONS: _____

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 94-9

DATE: 5-5-94

APPLICANT: M.C. & B PARTNERSHIP
208 MEADOW AVE.
SCRANTON PA 18505

#1 ZBA 5-9-94
SET UP FOR P/H
#2 ZBA 5-23-94
APPROVED

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 4-8-94

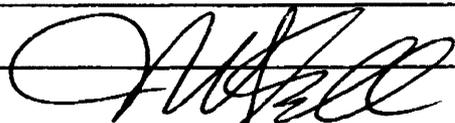
FOR (~~365 P/10/10/10/10~~ - SITE PLAN) _____

LOCATED AT THE EAST SIDE OF N.Y.S. RT. 300

300 FT. NORTH OF "FIVE CORNERS" ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 69 BLOCK: 2 LOT: 1, 2 & 12

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____



MARK J. EDSCALL PE P/B ENGINEER FOR
MICHAEL HABCOCK,
BUILDING INSPECTOR

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u> USE <u>A-1+B-5</u>		
MIN. LOT AREA	<u>40,000 SF</u>	<u>132,858 SF</u>
MIN. LOT WIDTH	<u>200 FT</u>	<u>355 FT</u>
REQ'D FRONT YD	<u>60 FT</u>	<u>60 FT *⁽¹⁾</u>
REQ'D SIDE YD.	<u>30 FT</u>	<u>42 FT</u>
REQ'D TOTAL SIDE YD.	<u>70 FT</u>	<u>94 FT</u>
REQ'D REAR YD.	<u>30 FT</u>	<u>30 FT *⁽²⁾</u>
REQ'D FRONTAGE	<u>N/A</u>	<u>N/A</u>
MAX. BLDG. HT. BLDG NO. 1	<u>18.0 FT</u>	<u>4.0 FT.</u>
MAX. BLDG. HT. BLDG NO. 2	<u>18.0 FT.</u>	<u>8.0 FT.</u>
FLOOR AREA RATIO	<u>0.5</u>	<u>0.173</u>
MIN. LIVABLE AREA	<u>N/A</u>	<u>N/A</u>
DEV. COVERAGE	<u>N/A %</u>	<u>N/A %</u>
O/S PARKING SPACES	<u>129 REQD</u>	<u>133</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
 (914-563-4630) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
 OF APPEALS. *⁽¹⁾ BLDG NO. 1 *⁽²⁾ BLDG NO. 2

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

M.C. & B. PARTNERSHIP SITE PLAN (93-41) TOLEMAN ROAD

Gregory Shaw of Shaw Engineering appeared before the board for this proposal.

MR. SHAW: Real quick, I'm looking for rejection of this site plan tonight to allow us to go to the Zoning Board of Appeals, for a building height condition. Real fast, there are three buildings on this site. There will be Jiffy Lube, there will be a building designated as retail building number one that will be a Blockbuster Video and then there will be a future retail building which is designated on this plan as building number 2.

MR. PETRO: Hold up one second please. Where is the site?

MR. SHAW: Former Korngold property, excuse me, it still is Korngold property. It still is the Korngold property. My clients, who are not here tonight, have a contract to purchase that property.

MR. VAN LEEUWEN: He's selling it?

MR. SHAW: Yes.

MR. VAN LEEUWEN: Does this mean we've got a new ball game?

MR. SHAW: Yes.

MR. PETRO: What about is this parcel on the same parcel with the Mike Cavallo's building? Part of that had to come down, I remember very distinctively what we had to do there before any approvals were given.

MR. SHAW: Just to touch on that real fast. Presently, there's two buildings remaining on the site, that is the long rectangular building which Cavallo's restaurant is in. There's a building which goes out to Old Temple Hill Road, okay, this site is going to be developed in two phases. Phase number one will consist of the Jiffy Lube building and the retail building which will be Blockbuster Video. With that Phase 1

approval, the building on Old Temple Hill Road will come down with Phase 1 approval. We're proposing to demolish as much of the Cavallo's low restaurant building as we possibly can without taking down the restaurant. They have a lease till October of 1995. If they intend to stay there my clients have to honor that lease but that portion of the building which does not house Cavallo's restaurant--

MR. PETRO: I think it was down to the Red House, what we were looking for.

MR. VAN LEEUWEN: Red House was just recently condemned.

MR. SHAW: I'll come back to this board with how much has to remain but it would only remain until October of 1995, all right, because again there's this second retail building which we'd like to install and that can't be built until the whole building is taken down in its entirety.

MR. VAN LEEUWEN: I'd like to see the whole thing come down, that has been my wish from the very beginning. And I know we have bent and you're asking us to bend again, something was going to be done. Do you know how long we have been working on this piece of property? I have been on this did board roughly 20 some odd years, it's well over 20 years. I forget to count anymore, I'm getting that old. This thing has been in front of us the last seven years and maybe what we should do is when we do have a tour, let's go look at these buildings so we all know what we're talking about.

MR. LANDER: I think we all know what we're talking about. I have been there so many times.

MR. PETRO: You say in October of '95 it's not too many months, it's going to be October '94, they are not going to be breaking ground within a month or two. You're talking about a five years difference in time.

MR. SHAW: Probably about a year.

MR. PETRO: So maybe you can talk with them. A year

left on the lease so if they state over there by the time they get over there which would be spring or summer of '95 anyway, maybe you can talk with the new owner at that point.

MR. SHAW: Mark has advised us of the board's position in the past with respect to this property and the future owners of this parcel also heard Mark direct when he explained the board's position. He heard Mark loud and clear, I believe that is what he will do is approach them and possibly strike a deal to just clean the slate now and not have to look at the small piece of a building for the next 18 months.

MR. VAN LEEUWEN: The whole site is an eyesore.

MR. DUBALDI: What's going to be done to the space that is going to be retail building number 2 while Phase 1 is being built? Are you going to dump piles of junk there?

MR. SHAW: As the site is going being built, there's going to be a lot of construction material around the site. Once the two buildings are filled, this 14,900 square foot area will be a lawn and only a lawn.

MR. DUBALDI: You're going to do all the parking places in the first phase with the exception of the macadam pavement over to the right?

MR. SHAW: What I may not put in Phase 1 because it's not necessary are these two bands of parking spaces here. We may just have a simple drive going out to Old Temple Hill Road and maybe they'll park in here. We don't need them for those two buildings, zoning doesn't call for them. But we may do it to make our life easier when this building comes on line, we'd like to reserve that kind of flexibility.

MR. DUBALDI: What timeframe are you looking for Phase 3 to be done?

MR. SHAW: This building?

MR. DUBALDI: Five years, ten years?

MR. SHAW: I would say if I had to guess, I would think that this building would be up two years after these two buildings get their C.O.s. That is what I think the timeframe is.

MR. VAN LEEUWEN: In other words, what they are looking to do is put up Jiffy Lube?

MR. SHAW: And Blockbuster.

MR. VAN LEEUWEN: Number 2 or number 1?

MR. SHAW: Number one. You don't put up 15,000 feet of of retail on spec. The numbers don't work in this economy. When you have Jiffy Lube and Blockbuster, it now draws the people which will allow you to go to get the tenants for the other building.

MR. LANDER: You have a good idea for the road to Old Temple Hill Road, you might as well put the parking spaces in now. Don't put the top on cause you're going to, you're probably just going to do the dense binder here and then just put the top all at once. But I think we should have even for yourself, you have to put these curbs in anyway so you might as well just run these parking spaces in here. It's not that many square feet so you have 800 square feet. It's not that much. Cavallo's, you can just bring to there and like you say, just have lawn and now are you going to have the access to the existing parking lot?

MR. SHAW: Correct.

MR. PETRO: Greg and Ron and members of the board, can I make a suggestion? There's 11 items from Mark on this, Greg, you're here because you need to be sent to the Zoning Board?

MR. SHAW: I just want a rejection.

MR. PETRO: We want to know that before we sent anybody to the Zoning Board, we want to look at it, we don't want to waste your time or the Zoning Board. I'm sure that one way or the other this can possibly be worked

out. I don't think there's a problem. You have 11 items to go over with Mark. I also think you should talk with the applicant and the owner, I think the board is really going to be, I know myself for one and I know Mr. Van Leeuwen probably the other members on the removal of the building and I don't think the timeframe 1990, I understand it was a little different than the last time you were here but in 1994 we're almost out of the lease with Mr. Cavallo, who I believe wants to be out of there anyway. So I think that can be worked out. Why don't you check that out, in the meantime we can send you, give this a denial, get some of the these things cleared up. You have 11 items, many of them are very technical. Mark, you want to add anything on the items?

MR. EDSALL: I think it's important that once the applicant obtains variances that the new owner be fully appraised of the number of outstanding items that some of them date back over four years and not necessarily something that Greg has been working on for this long, he's new to the project, but I think Greg with a concerted effort could get a lot of these things resolved. I'd like to see the board acknowledge that we should get those resolved before they come back here.

MR. PETRO: Like the attachment to the municipal parking lot, we don't need to discuss that now.

MR. EDSALL: Not here tonight, I'd like to see as many of these things resolved as possible before they come back.

MR. PETRO: Let's send him to the Zoning Board. Let him resolve as many of these as he can. Let me have it here so we do have a letter in the file that we can move forward, there's no sense in going over this now.

MR. LANDER: Can I just touch on one other thing?

MR. LANDER: Mark, what does the Sewer Department have a problem with?

MR. EDSALL: Looking back through the old file, the

Sewer Department was concerned about the elevations of the buildings relative to the elevations of the existing sewer collection system. And because they were not aware of the building elevations, they could not determine whether the buildings could be sewerred. Evidently, there's some shallow sewers in the area so that was a concern. Again, I attempted to go through the file, there was a lot of outstanding items and my purpose in creating this 4 page list was not to lengthen tonight's discussion but more to help Greg get a list.

MR. PETRO: That can being resolved. He is going to be aware of it if they have to go another 8 inch block to make it work.

MR. SHAW: Mark is correct, I went to the Sewer Department and looked up the records on Sewer District 14 and the 2 manholes that are available to us there's one here and there's one down here and they are only about five feet deep and that is it. The sewer line is across the street. Those are just stubs with a spur across 300 for us.

MR. PETRO: You can't go into a manhole but somewhere along that--

MR. VAN LEEUWEN: Primavera's building, is there any way that you could talk to them people and also include that ten foot right-of-way into your property and put some parking there, okay? Maybe he can create entrance in there somewhere cause he's got quite a ways to go to the parking lot.

MR. SHAW: I realize that to make that happen, you need two parties to agree.

MR. VAN LEEUWEN: Maybe you can go over there and visit him and sit down and discuss it with him.

MR. SHAW: I think my client should do that. Mr. Hildreth who worked on this project before when I posed that question to him I think Bill may have left, he expressed an opinion that they tried it and it didn't work but there's a new face in Town.

MR. VAN LEEUWEN: That is why I mentioned it to you again, there's a new face in Town. Maybe these people are a little different than Mr. Korngold.

MR. SHAW: That makes sense rather than it's an existing ten foot strip.

MR. VAN LEEUWEN: What are you going to do with that, leave it dirt?

MR. LANDER: It's a driveway now.

MR. VAN LEEUWEN: If you include it in the parking lot, it will look a heck of a lot nicer.

MR. EDSALL: That was one of my comments relative to that ten foot area. I'm concerned that if that right-of-way gives them the right to access it for vehicles, we've got a parking lot with a driveway running next to it, terrible design. So the idea being that they should go back and negotiate something that will work for everybody. So again, if there's something we can do to help in those discussions, I'll help.

MR. SHAW: Buy some hardware.

MR. VAN LEEUWEN: I'll be glad to help too. I'd like to make a motion to approve.

MR. DUBALDI: Second it.

MR. KRIEGER: Just going to say number one, on the ten foot right-of-way, if he, and I'm not going to suggest this be a requirement, but if you want at some point you want me to look at that and have any input as to what its effect is and who owns it and what can be done with it and so forth, I'll need a deed to look at as I say I'm not suggesting that that be a requirement, just a suggestion. So that you don't call me up without sending me a deed first because I'll have no idea what you're talking about.

MR. VAN LEEUWEN: Who are the new owners? What are

their names?

MR. SHAW: There's two individuals that I am dealing with, one's name is Jim Millett, M-I-L-L-E-T-T, he's out of Scranton, Pennsylvania and the other gentleman's name is John Connell, and he runs and owns a Jiffy Lube in Middletown and there's a third partner who I've no yet met.

MR. KRIEGER: One other thing not particularly addressed, Mr. Van Leeuwen, are you going to at some point suggest that they ought to include a flag pole in this plan? And if you do, perhaps mentioning it now so they can draw it in as he's making revisions might be helpful.

MR. PETRO: He's got so far to go. Motion has been made and seconded that the New Windsor Planning Board grant approval for the M.C. & B. partnership site plan former Korngold property on Route 32 and 300. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. VAN LEEUWEN	NO
MR. LANDER	NO
MR. DUBALDI	NO
MR. PETRO	NO

MR. PETRO: Go to the Zoning Board and get the variances required, thank you.



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- Main Office
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- Branch Office
400 Broad Street
Millford, Pennsylvania 18337
(717) 296-2765

**PLANNING BOARD WORK SESSION
RECORD OF APPEARANCE**

TOWN/VILLAGE OF New Windsor P/B # 94 - 9
 WORK SESSION DATE: 21 SEPT 94 APPLICANT RESUB.
 REAPPEARANCE AT W/S REQUESTED: _____ REQUIRED:

PROJECT NAME: MCB

PROJECT STATUS: NEW X OLD _____

REPRESENTATIVE PRESENT: ~~Greg Shaw~~ Greg Shaw

- MUNIC REPS PRESENT:
- BLDG INSP. X
 - FIRE INSP. X
 - ENGINEER X
 - PLANNER _____
 - P/B CHMN. _____
 - OTHER (Specify) _____

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- DOT changes *curb along driveway.*
- w/ app to DOT
- off site s/v: landscape to DOT p/sg lot
- revise phasing plan near Cavallo

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

NEW WINDSOR PLANNING BOARD REVIEW FORM



1763

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER,

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 94 - 9

DATE PLAN RECEIVED: RECEIVED JUL - 8 1994 Rev.1

The maps and plans for the Site Approval _____
Subdivision _____ as submitted by
_____ for the building or subdivision of
_____ has been
reviewed by me and is approved _____,
disapproved _____.

If disapproved, please list reason _____

2 Fred S. [Signature] 7/22/94
HIGHWAY SUPERINTENDENT DATE

WATER SUPERINTENDENT DATE

SANITARY SUPERINTENDENT DATE

INTER-OFFICE CORRESPONDENCE

TO: Town Planning Board

FROM: Town Fire Inspector

DATE: 11 July 1994

SUBJECT: M. C. & B. Partnership

Planning Board Reference Number: PB-94-9

Dated: 7 July 1994

Fire Prevention Reference Number: FPS-94-038

A review of the above referenced subject site plan was conducted on 11 July 1994.

This site plan is acceptable.

Plans Dated: 20 June 1994

Robert F. Rodgers, C.C.A.
Robert F. Rodgers, C.C.A.

RFR/mvz



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., , SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 94 - 9

DATE PLAN RECEIVED: RECEIVED JUL - 8 1994 Rev. 1

The maps and plans for the Site Approval Shopping Plaza
Subdivision _____ as submitted by

JOSE OIC & B PARTNERSHIP for the building or subdivision of
_____ has been

reviewed by me and is approved

disapproved

If disapproved, please list reason _____

HIGHWAY SUPERINTENDENT _____ DATE _____

[Signature]
WATER SUPERINTENDENT _____ DATE 7/12/94

SANITARY SUPERINTENDENT _____ DATE _____



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

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**PLANNING BOARD WORK SESSION
RECORD OF APPEARANCE**

TOWN/VILLAGE OF New Windsor P/B # 94-9

WORK SESSION DATE: 6 July 1994 APPLICANT RESUB. REQUIRED: No

REAPPEARANCE AT W/S REQUESTED: No

PROJECT NAME: MCB

PROJECT STATUS: NEW _____ OLD X

REPRESENTATIVE PRESENT: Shaw

MUNIC REPS PRESENT: BLDG INSP. WJH
 FIRE INSP. X
 ENGINEER X
 PLANNER _____
 P/B CHMN. _____
 OTHER (Specify) _____

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

Review plan & MPE list of 6/29

add curb near Angelo's

Agenda 7/13/94



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, ~~HIGHWAY~~

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 94 - 9

DATE PLAN RECEIVED: RECEIVED APR - 8 1994

The maps and plans for the Site Approval _____

Subdivision _____ as submitted by

_____ for the building or subdivision of

_____ has been

reviewed by me and is approved

disapproved

If disapproved, please list reason _____

Dred ... 5/10/94
HIGHWAY SUPERINTENDENT DATE

WATER SUPERINTENDENT DATE

SANITARY SUPERINTENDENT DATE



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

NEW WINDSOR PLANNING BOARD REVIEW FORM

1763

TO: FIRE INSPECTOR, D.O.T., WATER, ~~SEWER~~, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 94 - 9

DATE PLAN RECEIVED: RECEIVED APR - 8 1994

The maps and plans for the Site Approval ✓

Subdivision _____ as submitted by

_____ for the building or subdivision of

M.C + B PARTNERSHIP has been

reviewed by me and is approved ✓

disapproved _____

If disapproved, please list reason _____

HIGHWAY SUPERINTENDENT DATE

WATER SUPERINTENDENT DATE

[Signature] 4.26.94
SANITARY SUPERINTENDENT DATE

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553



1763

NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., ~~WATER~~ SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 94 - 9

DATE PLAN RECEIVED: RECEIVED APR - 8 1994

The maps and plans for the Site Approval Lewis Road gold - Pt. 32

Subdivision _____ as submitted by _____

_____ for the building or subdivision of _____

_____ has been

reviewed by me and is approved

disapproved

If disapproved, please list reason _____

HIGHWAY SUPERINTENDENT DATE

WATER SUPERINTENDENT DATE

SANITARY SUPERINTENDENT DATE

[Handwritten signatures and dates]
4/14/94



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.
JAMES M. FARR, P.E.

- Main Office**
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- Branch Office**
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**TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS**

PROJECT NAME: M. C. & B. PARTNERSHIP SITE PLAN
(FORMER KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND OLD TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 13 APRIL 1994
DESCRIPTION: THIS IS A NEW APPLICATION FOR THE FORMER KORNGOLD
SITE PLAN WHICH WAS APPLICATION 90-14. THIS NEW
APPLICATION IS BEING REVIEWED ON A PRELIMINARY
BASIS.

1. As the Board will likely recall, several areas of concern remained with regard to the Korngold application which has been in review by the Planning Board over the last four (4) years. Many of the concerns from that application remain as part of this application; however, for purposes of clarity, I will perform updated reviews as noted hereinbelow.
2. The proposed site plan appears to easily comply with the minimum bulk requirements for Zoning District "C", with Uses A-1 (retail) and B-5 (service repair garage). The Applicant only notes the retail and service repair garage uses, with no reference made to any restaurant uses. As the Applicant has been previously cautioned, if the restaurant use is not included on the plan and included on the parking calculation, same would not be permitted within the development. The Applicant should acknowledge that this is their intent.
3. The Applicant proposes a phased approach to the site development and construction. As such, the Board should require that a phasing plan be submitted, indicating the sequence of building construction and associated site improvement construction. The Site Improvement Bond Estimate submitted in the future, should conform to this phased approach.

TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS

-2-

PROJECT NAME: M. C. & B. PARTNERSHIP SITE PLAN
(FORMER KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND OLD TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 13 APRIL 1994

4. It is my understanding that the phased approach to this plan includes a phased demolition and removal of the existing structure(s) on the property. This was previously a subject of concern and a Developer's Agreement was discussed for this item. The demolition of the building should be included in the phasing description on the plan and, the details of the demolition should be reviewed with the Planning Board.
5. The Applicant indicates an interconnection between the municipal parking lot off Route 32 and this site. The details of this interconnection should be reviewed with the Town Supervisor, as per the request of the former Supervisor.
6. It appears that the property includes a 10' right-of-way along the northeast property line. The details of this right-of-way and the property same is to the benefit of should be further discussed. It is my concern that this right-of-way not be utilized for vehicular access purposes at any time in future, since same would conflict with the details of this site development plan. Perhaps a new understanding and right-of-way can be established.
7. Some additional site plan review concerns and issues formerly discussed are as follows:
 - a. As part of the site plan approval, the individual tax lots must be combined to a single lot.
 - b. Buildings on adjacent parcels should be located for reference to this site plan (requested April 1990 and September 1990).
 - c. Of previous concern was the fact that landscaping on the site was extremely minimal (discussed April 1990). A new and complete landscaping plan should be required.
 - d. The site traffic directional control and signage should be included on a detailed site plan. Of particular concern (discussed April 1990) is the direction of truck traffic and delivery configuration.

TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS

-3-

PROJECT NAME: M. C. & B. PARTNERSHIP SITE PLAN
(FORMER KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND OLD TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 13 APRIL 1994

- e. The site includes two (2) "outer" parking areas which are removed from the central development portion of the site. No pedestrian walkways exist to direct customers from those areas to the central area of the site. This shortcoming was previously discussed during June 1990.
 - f. The plan should include any proposed site business signs.
 - g. The possible need for screening along the north property line, adjoining the lands of Kelly, was discussed by the Planning Board during September 1990.
 - h. The Applicant should submit a site lighting plan for the development.
 - i. The Applicant should submit a utility plan and detail sheet for the development. The Sewer Department has previously noted a concern with regard to the sewerability of the project, based on elevations of the existing sewer collection system. This should be resolved.
8. The Applicant must seek approval from the New York State Department of Transportation, both for the accesses to the State Highways and, as importantly, approval for stormwater discharge into the State collection system. The project has a very high development coverage and potential drainage impacts of the development must be reviewed by the New York State Department of Transportation (since it is their system which will accept the stormwater discharge).
 9. The Applicant must obtain, to my understanding, an approval from the Orange County Department of Health for a watermain extension to serve this site development. The status of this application and approval should be discussed.
 10. At this time, the Applicant requires variances from the Zoning Board of Appeals relative to building height for two of the three proposed structures. Once the Applicant receives these variances and returns to the Planning Board, the concerns and items referenced above should be resolved and, following same, the Board should schedule the necessary Public Hearing for the special permit use proposed for the project.

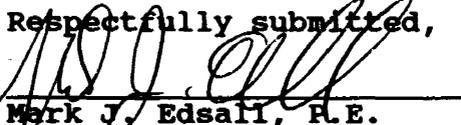
TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS

-4-

PROJECT NAME: M. C. & B. PARTNERSHIP SITE PLAN
(FORMER KORNGOLD PROPERTY)
PROJECT LOCATION: NYS ROUTES 300 AND 32 AND OLD TEMPLE HILL ROAD
SECTION 69-BLOCK 2-LOTS 1, 2 AND 12
PROJECT NUMBER: 94-9
DATE: 13 APRIL 1994

11. At such time that the Planning Board has made further review of this application, further engineering reviews and comments will be made, as deemed necessary by the Board.

Respectfully submitted,


Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:MCB.mk

INTER-OFFICE CORRESPONDENCE

TO: Town Planning Board
FROM: Town Fire Inspector
DATE: 11 April 1994
SUBJECT: M. C. & B. Partnership

Planning Board Reference Number: PB-94-9
Dated: 8 April 1994
Fire Prevention Reference Number: FPS-94-014

A review of the above referenced subject site plan was conducted on 8 April 1994.

This site plan is acceptable.

Plans Dated: 8 April 1994

Robert F. Rodgers, C.C.A. (mvz)
Robert F. Rodgers, C.C.A.

RFR/mvz



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

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400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

**PLANNING BOARD WORK SESSION
RECORD OF APPEARANCE**

TOWN/VILLAGE OF New Windsor

P/B # 94 - 9

WORK SESSION DATE: 6 April 1994

APPLICANT RESUB.
REQUIRED:

REAPPEARANCE AT W/S REQUESTED: No

*Yes revised
app's plans*

PROJECT NAME: Zpps Lake

PROJECT STATUS: NEW _____ OLD x

REPRESENTATIVE PRESENT: Greg Shaw & Daughter Colleen

- MUNIC REPS PRESENT:
- BLDG INSP. x
 - FIRE INSP. SK
 - ENGINEER X
 - PLANNER _____
 - P/B CHMN. _____
 - OTHER (Specify) _____

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- + need height variances.
- + Cwall - → Oct 95
- + Try to phase plan for P/B
- to VSA referral sub only

RECEIVED APR - 8 1994

Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

(This is a two-sided form)

APPLICATION FOR SPECIAL PERMIT

1. Name of Project Shopping Plaza for M.C. & B. Partnership
2. Name of Applicant M.C.&B. Partnership Phone (717)343-3225
Address 208 Meadow Avenue, Scranton, PA 18505
(Street No. & Name) (Post Office) (State) (Zip)
3. Owner of Record Louis Korngold Phone _____
Address 354 North Middletown Road, Nanuet, NY 10954
(Street No. & Name) (Post Office) (State) (Zip)
4. Person Preparing Plan Gregory J. Shaw, P.E. Phone 561-3695
Address 744 Broadway, Newburgh, NY 12550
(Street No. & Name) (Post Office) (State) (Zip)
5. Attorney _____ Phone _____
Address _____
(Street No. & Name) (Post Office) (State) (Zip)
6. Person to be notified to represent applicant at Planning Board Meeting Gregory J. Shaw, P.E. Phone 561-3695
(Name)
7. Location: On the east side of NYS Route 300
300 feet North
(Street)
(Direction)
of Route 32 And 94
(Street)
8. Acreage of Parcel 3.05 9. Zone C, 9A. School Dist Newburgh
Consolidated
- 9B. If this property is within an Agricultural District containing a farm operation or within 500 feet of a farm operation located in an Agricultural District, please complete the attached Agricultural Data Statement.
10. Tax Map Designation: Section 69 Block 2 Lot 1,2, & 12
11. Describe proposed use in detail: The use will consist of the operation of a Jiffy Lube Service Center. Jiffy Lube is a service repair garage involving the changing of car fluids.

12. Other Property Information:

- a.) Is the proposed use in or adjacent to a Residential District? No
- b.) Is a pending sale or lease subject to Planning Board approval of this application? Yes
- c.) When was property purchased by present owner? _____
- d.) Has property been subdivided previously? No When? _____
- e.) Has property been subject of special permit previously? No . When? _____
- f.) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? Yes
- g.) Is there any outside storage at the property now or is any proposed? Describe in detail: proposed outside storage in a masonry dumpster enclosure.

13. Attach a proposed plan showing the size and location of the Lot and location of all buildings and proposed facilities, including access drives, parking areas and all streets within 200 feet of the Lot. Plan should also comply with the Site Plan Checklist, as applicable.

AFFIDAVIT

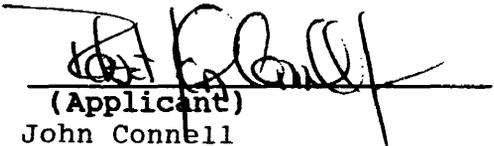
Date: April 7, 1994

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/her knowledge or to the best of his/her information and belief. The Applicant further understands and agrees that the Planning Board may require you to periodically renew a Special Permit and withhold renewal upon a determination that prescribed conditions have not been or are no longer complied with.


(Applicant)
John Connell

Sworn to before me this

8th day of April, 1994
Patricia A. Barnhart
(Notary)

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1995.

12. Has the Zoning Board of Appeals granted any variance or a Special Permit concerning this property? No

If so, list Case No. and Name _____

13. List all contiguous holdings in the same ownership
Section _____ Block _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the liber and page of each conveyance into the present owner as recorded in the Orange County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property and the date the contract of sale was executed.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

OWNER'S ENDORSEMENT
(Completion required ONLY if applicable)

COUNTY OF ORANGE
SS.:
STATE OF NEW YORK

John Connell being duly sworn, deposes and says that he ~~resides at~~ conducts business at 208 Meadow Avenue, Scranton, PA in the County of Lockswane and State of Pennsylvania and that he is ~~(the owner in fee)~~ of A PARTNER

CONTRACT VENDOR (Official Title) of the Corporation which is the ~~owner in fee~~ of the premises described in the foregoing application and that he has authorized Gregory J. Shaw, P.E. to make the foregoing application as described herein.

I HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND INFORMATION, AND ALL STATEMENTS AND INFORMATION CONTAINED IN THE SUPPORTING DOCUMENTS AND DRAWINGS ATTACHED HERETO ARE TRUE.

Sworn before me this

8th day of April 1994

Patricia A. Barnhart
Notary Public

(Owner's Signature)
(Applicant's Signature)
(Title)

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1995

Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

(This is a two-sided form)

APPLICATION FOR SITE PLAN, SUBDIVISION PLAN,
OR LOT LINE CHANGE APPROVAL

1. Name of Project Shopping Plaza for M.C. & B. Partnership
2. Name of Applicant M.C.&B. Partnership Phone (717)343-3225
Address 208 Meadow Avenue, Scranton, PA 18505
(Street No. & Name) (Post Office) (State) (Zip)
3. Owner of Record Louis Korngold Phone _____
Address 354 North Middletown Road, Nanuet, NY 10954
(Street No. & Name) (Post Office) (State) (Zip)
4. Person Preparing Plan Gregory J. Shaw, P.E. Phone 561-3695
Address 744 Broadway, Newburgh, NY 12550
(Street No. & Name) (Post Office) (State) (Zip)
5. Attorney _____ Phone _____
Address _____
(Street No. & Name) (Post Office) (State) (Zip)
6. Person to be notified to represent applicant at Planning Board Meeting Gregory J. Shaw, P.E. Phone 561-3695
(Name)
7. Location: On the east side of NYS Route 300
(Street)
300 feet North of Routes 32 and 94
(Direction) (Street)
8. Acreage of Parcel 3.05 9. Zone C, 9A.School Dist Newburgh
Consolidated
- 9B. If this property is within an Agricultural District containing a farm operation or within 500 feet of a farm operation located in an Agricultural District, please complete the attached Agricultural Data Statement.
10. Tax Map Designation: Section 69 Block 2 Lot 1,2, & 12
11. This application is for construction of 2 retail buildings
and a Jiffy Lube Service Center

THANK YOU FOR YOUR APPLICATION
FOR A SITE PLAN, SUBDIVISION PLAN,
OR LOT LINE CHANGE APPROVAL
PLANNING BOARD
TOWN OF NEW WINDSOR
555 UNION AVENUE
NEW WINDSOR, NY 12553

PROXY STATEMENT

for submittal to the

TOWN OF NEW WINDSOR PLANNING BOARD

Louis Korngold, deposes and says that he conducts
business at 125 South Main Street, New City
(Owner's Address)

in the County of Rockland

and State of New York

and that he is the owner in fee of Tax Map Designation

Section 69, Block 2, Lots 1, 2, and 12

which is the premises described in the foregoing application and

that he has authorized Gregory J. Shaw, P.E., Jim Millett and

to make the foregoing application as described therein.

Date:

4/25/94

Louis Korngold
(Owner's Signature)

Mary Clark
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT
AND/OR OWNER AT THE MEETINGS.

TOWN OF NEW WINDSOR PLANNING BOARD
SITE PLAN CHECKLIST

ITEM

- | | |
|---|---|
| 1. <input checked="" type="checkbox"/> Site Plan Title | 29. <input checked="" type="checkbox"/> Curbing Locations |
| 2. <input checked="" type="checkbox"/> Applicant's Name(s) | 30. <input type="checkbox"/> Curbing Through Section |
| 3. <input checked="" type="checkbox"/> Applicant's Address(es) | 31. <input type="checkbox"/> Catch Basin Locations |
| 4. <input checked="" type="checkbox"/> Site Plan Preparer's Name | 32. <input type="checkbox"/> Catch Basin Through Section |
| 5. <input checked="" type="checkbox"/> Site Plan Preparer's Address | 33. <input type="checkbox"/> Storm Drainage |
| 6. <input checked="" type="checkbox"/> Drawing Date | 34. <input checked="" type="checkbox"/> Refuse Storage |
| 7. <input checked="" type="checkbox"/> Revision Dates | 35. <input type="checkbox"/> Other Outdoor Storage |
| 8. <input checked="" type="checkbox"/> AREA MAP INSET | 36. <input type="checkbox"/> Water Supply |
| 9. <input checked="" type="checkbox"/> Site Designation | 37. <input type="checkbox"/> Sanitary Disposal Sys. |
| 10. <input type="checkbox"/> Properties Within 500 Feet of Site | 38. <input type="checkbox"/> Fire Hydrants |
| 11. <input type="checkbox"/> Property Owners (Item #10) | 39. <input type="checkbox"/> Building Locations |
| 12. <input checked="" type="checkbox"/> PLOT PLAN | 40. <input type="checkbox"/> Building Setbacks |
| 13. <input checked="" type="checkbox"/> Scale (1" = 50' or lesser) | 41. <input type="checkbox"/> Front Building Elevations |
| 14. <input checked="" type="checkbox"/> Metes and Bounds | 42. <input checked="" type="checkbox"/> Divisions of Occupancy |
| 15. <input checked="" type="checkbox"/> Zoning Designation | 43. <input type="checkbox"/> Sign Details |
| 16. <input checked="" type="checkbox"/> North Arrow | 44. <input checked="" type="checkbox"/> BULK TABLE INSET |
| 17. <input checked="" type="checkbox"/> Abutting Property Owners | 45. <input checked="" type="checkbox"/> Property Area (Nearest 100 sq. ft.) |
| 18. <input checked="" type="checkbox"/> Existing Building Locations | 46. <input checked="" type="checkbox"/> Building Coverage (sq. ft.) |
| 19. <input type="checkbox"/> Existing Paved Areas | 47. <input checked="" type="checkbox"/> Building Coverage (% of Total Area) |
| 20. <input type="checkbox"/> Existing Vegetation | 48. <input checked="" type="checkbox"/> Pavement Coverage (Sq. Ft.) |
| 21. <input checked="" type="checkbox"/> Existing Access & Egress | 49. <input checked="" type="checkbox"/> Pavement Coverage (% of Total Area) |
| | 50. <input checked="" type="checkbox"/> Open Space (Sq. Ft.) |
| | 51. <input checked="" type="checkbox"/> Open Space (% of Total Area) |
| | 52. <input checked="" type="checkbox"/> No. of Parking Spaces Proposed. |
| | 53. <input checked="" type="checkbox"/> No. of Parking Required. |

PROPOSED IMPROVEMENTS

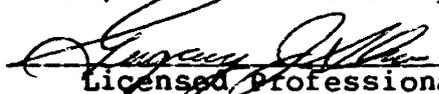
22. Landscaping
 23. Exterior Lighting
 24. Screening
 25. Access & Egress
 26. Parking Areas
 27. Loading Areas
 28. Paving Details
 (Items 25-27)

* To be provided at a later date

This list is provided as a guide only and is for the convenience of the Applicant. The Town of New Windsor Planning Board may require additional notes or revisions prior to granting approval.

PREPARER'S ACKNOWLEDGEMENT:

The Site Plan has been prepared in accordance with this checklist and the Town of New Windsor Ordinances, to the best of my knowledge.

By: 
Licensed Professional

Date: April 7, 1994

RECEIVED APR - 8 1994

PROXY STATEMENT
for submittal to the
TOWN OF NEW WINDSOR PLANNING BOARD

Louis Korngold, deposes and says that he
resides at 354 North Middletown Road
(Owner's Address)
in the County of Rockland
and State of New York
and that he is the owner in fee of Tax Map Designation
Section 69, Block 2, Lots 1, 2, and 12
which is the premises described in the foregoing application and
that he has authorized Gregory J. Shaw, P.E., Jim Millett and
John Connell
to make the foregoing application as described therein.

Date: _____

(Owner's Signature)

(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT
AND/OR OWNER AT THE MEETINGS.

PROJECT I.D. NUMBER

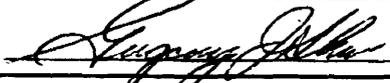
817.21

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 M.C. & B. Partnership		2. PROJECT NAME Shopping Plaza for M.C.&B. Partnership	
3. PROJECT LOCATION: Municipality Town of New Windsor County Orange			
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) East side of NYS Route 300, 300 feet north of Route 32 and 94			
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration			
6. DESCRIBE PROJECT BRIEFLY: Construction of 2 retail buildings and a Jiffy Lube Service Center.			
7. AMOUNT OF LAND AFFECTED: Initially 3.05 acres Ultimately 3.05 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			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals			
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval			
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No			
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE			
Applicant/sponsor name: Gregory J. Shaw, P.E.		Date: April 7, 1994	
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 617.12? 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 617.6? 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:

Town of New Windsor Planning Board
Name of Lead Agency

James Petro Chairman
Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer

Signature of Responsible Officer in Lead Agency Signature of President (if different from responsible officer)

Date

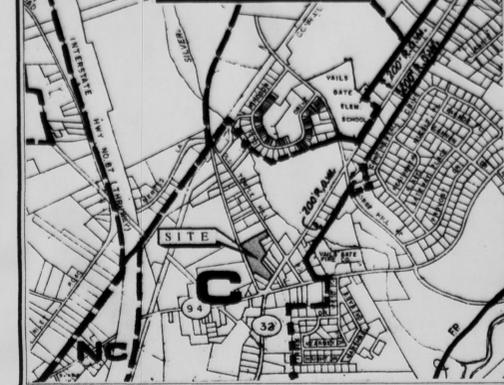
SIGNAGE SCHEDULE

SIGN SYMBOL	SIGNAGE DESCRIPTION
51	"RIGHT HAND TURN ONLY" AND "STOP"
52	"LOADING AREA - DELIVERIES ONLY"
53	"ONE WAY - DO NOT ENTER"
54	"USE ROUTE 300 ENTRANCE FOR TRUCK DELIVERIES"
55	"STOP"

NOTES

- ZONE: C ZONE - DESIGN SHOPPING
- TOTAL PARCEL AREA: 3.051 ACRES
- TAX MAP DESIGNATION: SECTION 64, BLOCK 2, LOTS 1, 2 & 12
- RECORD OWNER & APPLICANT: M.C. & B. PARTNERSHIP
C/O JIFFY LUBE
209 HEADOW AVENUE
SCRANTON, PA 18505
- BOUNDARY, TOPOGRAPHIC AND UTILITY INFORMATION OBTAINED FROM DRAWINGS ENTITLED "SITE PLAN" AND "SITE GRADINGS, LIGHTING AND DRAINAGE PLAN" FOR LOUIS KORNSOLD PREPARED BY GREVAS & HILDRETH, P.C.
- THE LOCATIONS OF EXISTING UTILITIES ARE TO BE CONSIDERED APPROXIMATE, AND THE CONTRACTOR SHALL VERIFY THEIR LOCATIONS AND ELEVATIONS PRIOR TO EXCAVATION. NEW YORK STATE INDUSTRIAL CODE REQUIRES TWO (2) WORKING DAYS NOTICE BEFORE EXCAVATION, DRILLING, OR BLASTING. UNDERGROUND UTILITIES CENTER TELEPHONE No. 1: 1-800-245-2828.
- RETAIL BUILDINGS No. 1 & 2 SHALL BE SPRINKLERED IN ACCORDANCE WITH THE TOWN OF NEW WINDSOR SPRINKLER ORDINANCE.
- A CONDITION OF SITE PLAN APPROVAL IS THAT THE SUBJECT 3 TAX LOTS BE COMBINED INTO ONE LOT.
- IT IS THE INTENT OF THIS SITE PLAN APPLICATION TO DEVELOP THE SITE IMPROVEMENTS AND BUILDINGS IN TWO PHASES, REFER TO DRAWING 8 FOR THE DEVELOPMENT OF PHASE I.
- SHOULD THE APPLICANT PROPOSE A FOOD SERVICE ESTABLISHMENT, ITS NUMBER OF SEATS WILL BE BASED UPON THE NUMBER OF AVAILABLE PARKING SPACES.
- THIS PROJECT WILL BE CONSTRUCTED IN PHASES, FOR BUILDING AND SITE IMPROVEMENT IN PHASE I, REFER TO DWG. 8 OF A, ALSO REFER TO NOTE 1, DWG. 8.
- THE FOLLOWING IS THE PROJECT SCHEDULE OF DEMOLITION:
 - NO BUILDING PERMITS SHALL BE ISSUED BY THE TOWN OF NEW WINDSOR UNTIL ALL EXISTING BUILDINGS ARE DEMOLISHED WITH THE EXCEPTION OF THAT PORTION THAT IS OCCUPIED BY CAVALLO'S RESTAURANT.
 - THAT PORTION OF THE EXISTING BUILDINGS THAT IS OCCUPIED BY CAVALLO'S RESTAURANT SHALL BE DEMOLISHED WITHIN 60 DAYS OF EITHER THE BUILDING BEING VACATED BY CAVALLO, OR THE EXPIRATION OF CAVALLO'S LEASE.

ZONING MAP



ZONING SCHEDULE

ZONE: C - DESIGN SHOPPING	REQUIRED	PROVIDED
USE: A-1 - RETAIL STORES		
USE: B-5 - SERVICE REPAIR GARAGE *		
LOT AREA	40,000 S.F.	132,856 S.F.
LOT WIDTH	200 FT.	355 FT.
FRONT YARD DEPTH	60 FT.	60 FT. (RETAIL BLDG. NO. 1)
SIDE YARD	30 FT.	42 FT. (JIFFY LUBE)
TOTAL BOTH SIDE YARDS	70 FT.	44 FT.
REAR YARD DEPTH	30 FT.	30 FT. (RETAIL BLDG. NO. 2)
STREET FRONTAGE	N/A	N/A
BUILDING HEIGHT (47 FT. OF MIN. DIST. TO NEAREST LOT LINE)		
JIFFY LUBE - (42 FT.)	14'-0"	18 FT. **
RETAIL BLDG. NO. 1 - (35 FT.)	18'-0"	18 FT. **
RETAIL BLDG. NO. 2 - (30 FT.)	10'-0"	18 FT. **
FLOOR AREA RATIO	0.50	17.3 %

* DENOTES SPECIAL PERMIT REQUIRED BY PLANNING BOARD
 ** DENOTES VARIANCES OBTAINED FROM THE TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS ON MAY 23, 1994

COVERAGES:

BUILDING COVERAGE % OF TOTAL AREA	22,465 S.F.	17.3 %
PAVEMENT COVERAGE % OF TOTAL AREA	85,466 S.F.	64.3 %
OPEN SPACE COVERAGE % OF TOTAL AREA	24,427 S.F.	18.4 %

OFFSTREET PARKING:

RETAIL BUILDING NO. 1		
1 SPACE PER 150 S.F. OF FLOOR AREA IN SALES USE		
- (15,000 S.F. / 150 S.F. PER SPACE)	34 SPACES	34 SPACES
RETAIL BUILDING NO. 2		
1 SPACE PER 150 S.F. OF FLOOR AREA IN SALES USE		
- (11,500 S.F. / 150 S.F. PER SPACE)	77 SPACES	86 SPACES
SERVICE REPAIR GARAGE		
4 SPACES PER SERVICE BAY, PLUS 1 PER 300 S.F. OF FLOOR AREA OUTSIDE OF SERVICE AREAS		
- 3 SERVICE BAYS	12 SPACES	12 SPACES
- OUTSIDE OF SERVICE AREAS (100 S.F. / 300 S.F. PER SPACE)	3 SPACES	3 SPACES
	126 SPACES	131 SPACES

SIGNAGE:

SIGNAGE VARIANCES WERE OBTAINED FROM THE TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS TO ALLOW:

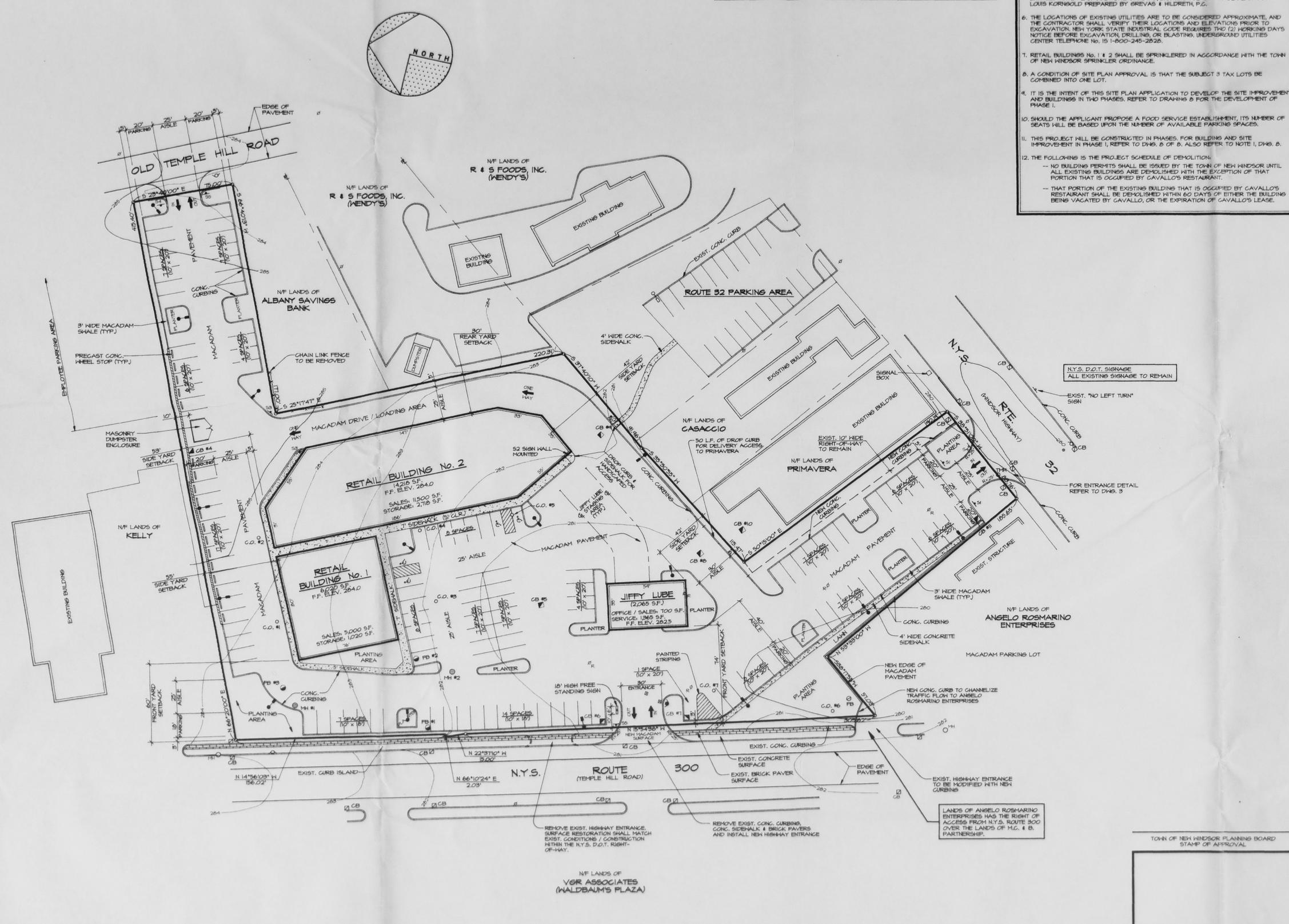
1. WALL SIGNS:	SIGNAGE TOTAL 105.75 S.F.	NUMBER OF SIGNS 3 SIGNS
	SIGNAGE ALLOWED 20 S.F.	SIGNS ALLOWED 1 SIGN
	VARIANCE OBTAINED 85.75 S.F. *	VARIANCE OBTAINED 2 SIGNS **
2. FREE STANDING SIGNS:	SIGNAGE TOTAL 128.12 S.F.	
	SIGNAGE ALLOWED 40 S.F.	
	VARIANCE OBTAINED 88.12 S.F. **	
	SIGN HEIGHT 10 FT.	SIGN SETBACK REQ'D 15 FT.
	HEIGHT ALLOWED 15 FT.	ACTUAL SETBACK 10 FT.
	VARIANCE OBTAINED 5 FT. *	VARIANCE OBTAINED 5 FT. **

* DENOTES VARIANCE OBTAINED ON MAY 23, 1994.
 ** DENOTES VARIANCES OBTAINED ON JUNE 27, 1994.

LEGEND

EXISTING	NEW
201 1' CONTOUR	CB CATCH BASIN
200 5' CONTOUR	CB FLUSHING BASIN
--- BOUNDARY	CH SANITARY MANHOLE
--- ADJ. PROPERTY LINE	CH HYDRANT
CB CATCH BASIN	CH WATER VALVE
FB FLUSHING BASIN	CH HANDICAPPED PARKING SPACE
U UTILITY POLE	CH UTILITY POLE TO BE REMOVED
CH SANITARY MANHOLE	CH CLEAN OUT #4
CH HYDRANT	CH TRAFFIC / DIRECTIONAL SIGN
CH VALVE	CH LIGHT POLE
--- CHAIN LINK FENCE	
CH TELEPHONE MANHOLE	
CH LIGHT POLE	

SITE PLAN APPROVAL GRANTED BY TOWN OF NEW WINDSOR PLANNING BOARD ON APR - 4 1995



TOWN OF NEW WINDSOR PLANNING BOARD
 STAMP OF APPROVAL

Shaw Engineering
 Consulting Engineers

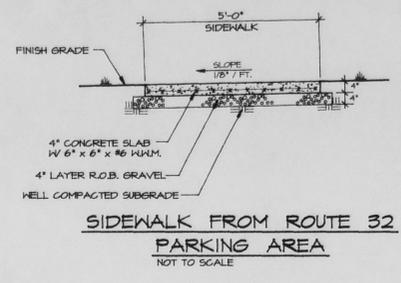
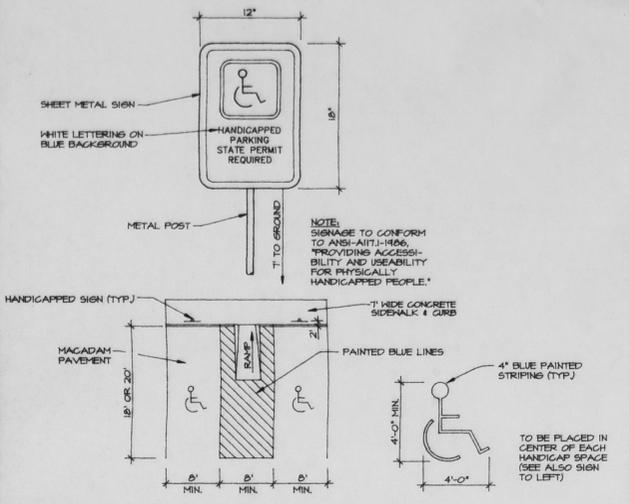
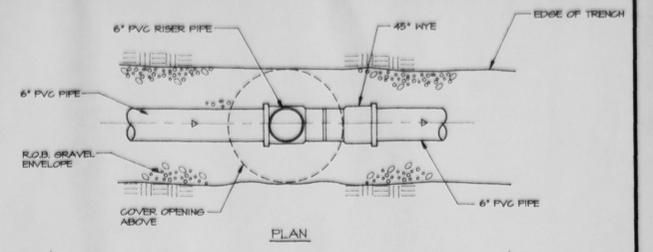
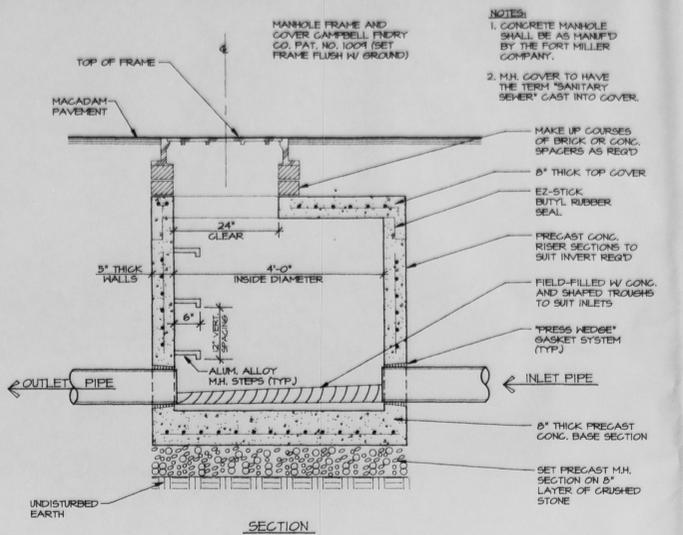
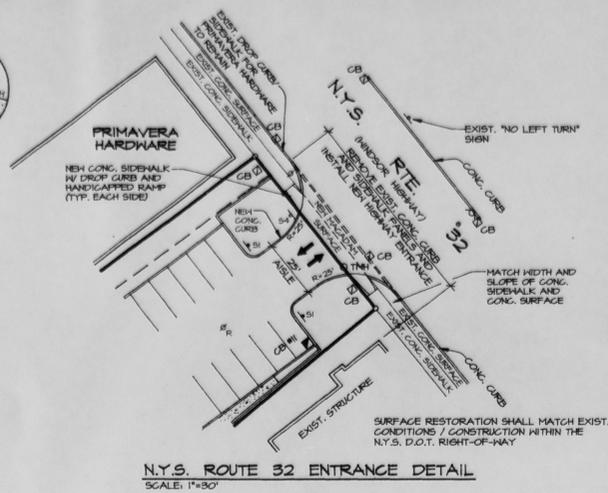
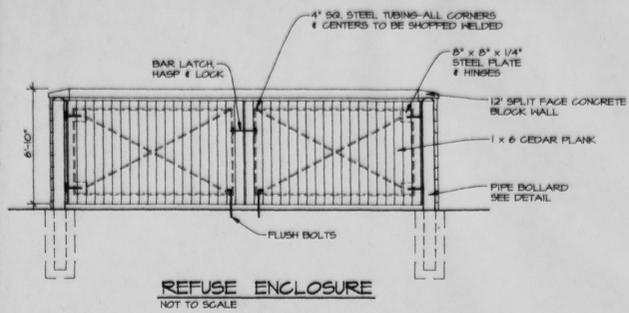
744 Broadway Newburgh N.Y. 12550

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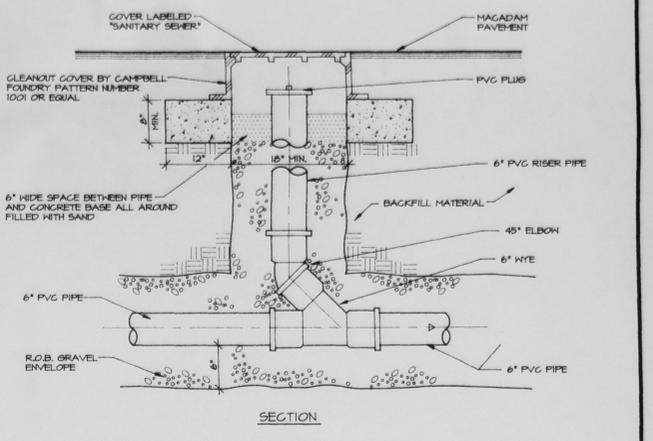
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Drawn By: J.R.J.	Drawing: SITE PLAN (PHASES I & II)	1 OF 8
Checked By: G.J.S.	Project: SHOPPING PLAZA FOR M.C. & B. PARTNERSHIP	Project No. 9310
Scale: 1"=30'	N.Y.S. ROUTE 300 TOWN OF NEW WINDSOR, N.Y.	
Date: 8-20-1994		

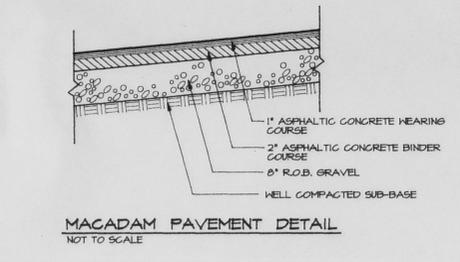
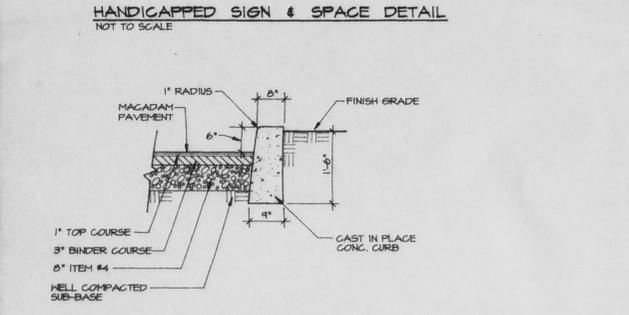
RECEIVED MAR 27 1995 94-94



SANITARY MANHOLE ASSEMBLY NOT TO SCALE



SANITARY IN-LINE CLEANOUT NOT TO SCALE

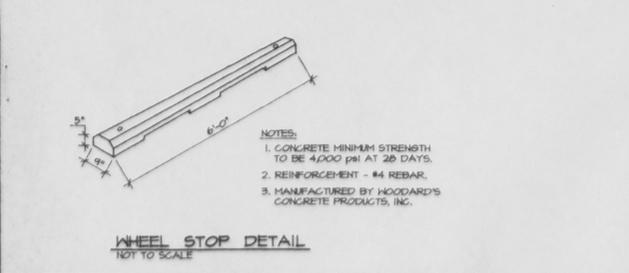
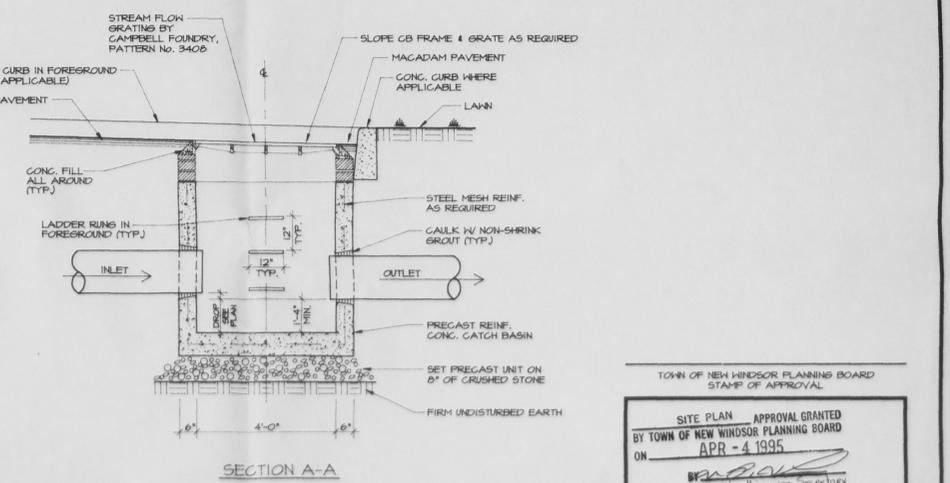
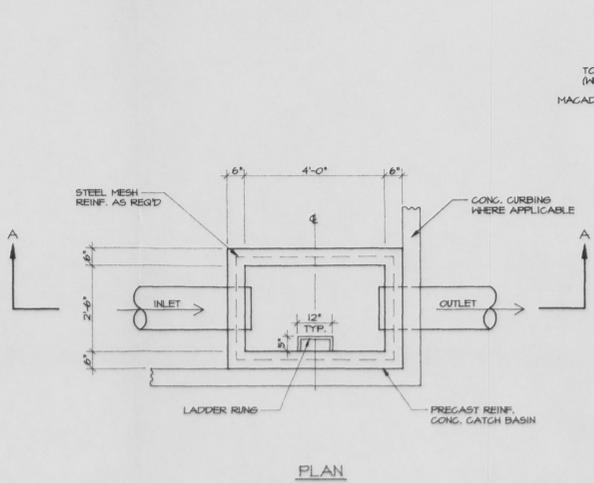
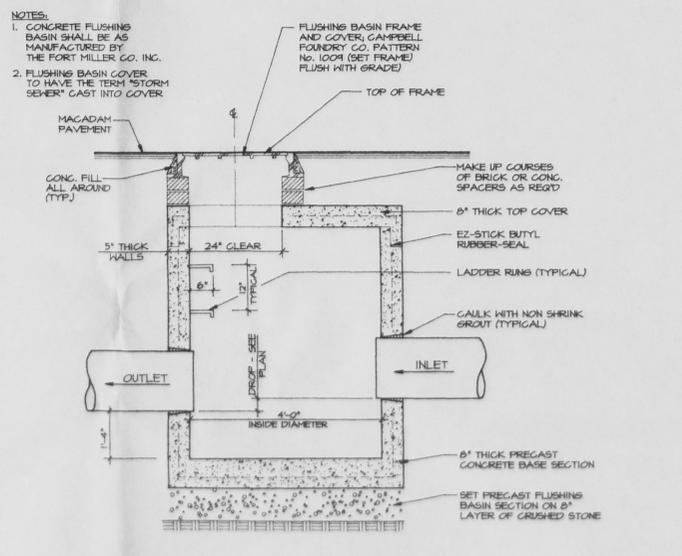
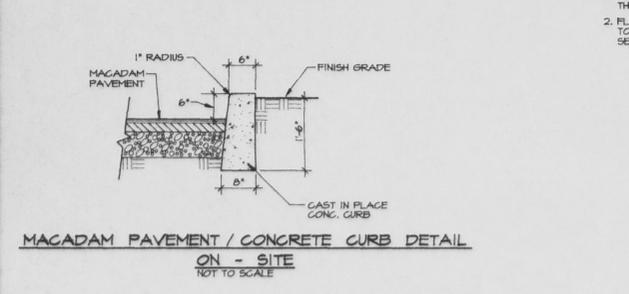


SANITARY MANHOLE ASSEMBLY NOT TO SCALE

SANITARY IN-LINE CLEANOUT NOT TO SCALE

MACADAM PAVEMENT / CONCRETE CURB DETAIL N.Y.S. D.O.T. R.O.W. NOT TO SCALE

MACADAM PAVEMENT DETAIL NOT TO SCALE



FLUSHING BASIN DETAIL NOT TO SCALE

CATCH BASIN DETAIL NOT TO SCALE

SANITARY SEWER TRENCH EXCAVATION NOT TO SCALE

Shaw Engineering
Consulting Engineers
744 Broadway
Newburgh, N.Y. 12550

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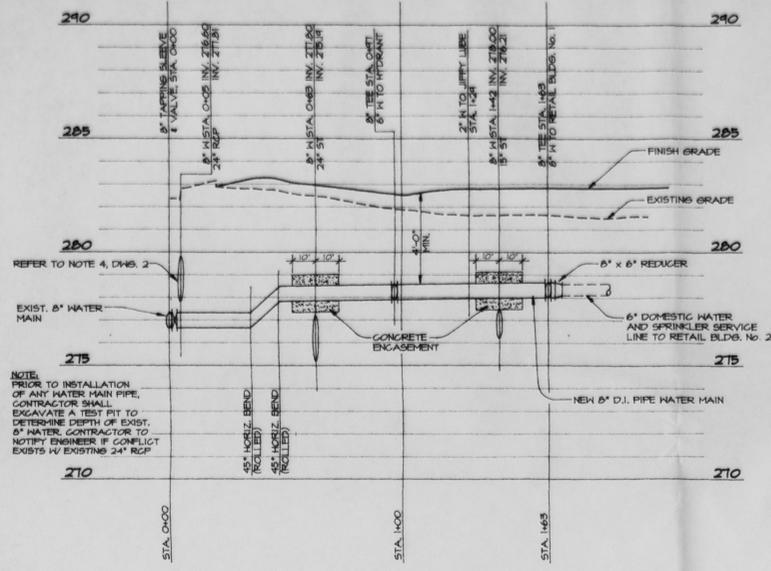
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ISSUE	REVISION	DATE

Drawn By: J.R.J.
Checked By: G.J.S.
Scale: AS SHOWN
Date: 6-20-1994

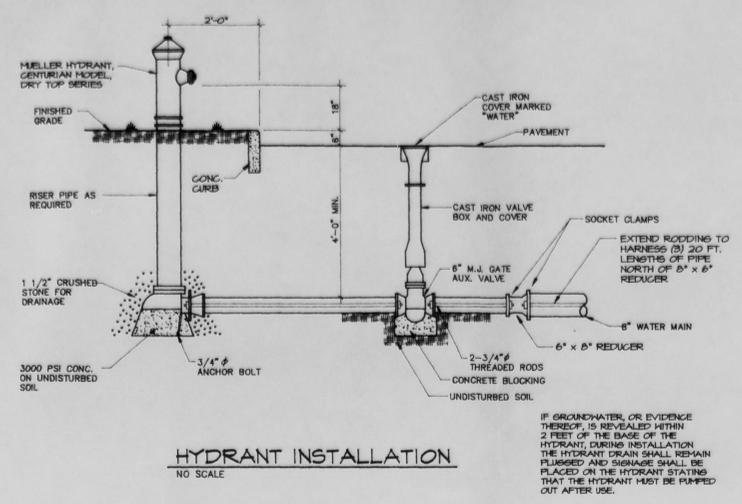
Drawing: **SITE, SANITARY SEWER & STORM SEWER DETAILS (PHASES I & II)**
Project: SHOPPING PLAZA FOR **M. C. & B. PARTNERSHIP**
N.Y.S. ROUTE 300
TOWN OF NEW WINDSOR, N.Y.

TOWN OF NEW WINDSOR PLANNING BOARD
STAMP OF APPROVAL
SITE PLAN APPROVAL GRANTED BY TOWN OF NEW WINDSOR PLANNING BOARD ON **APR - 4 1995**
Henry Van Eersma, Secretary

3 OF 8
Project No. 9310

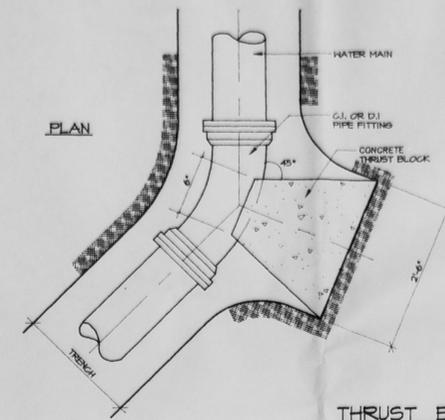


WATER MAIN PROFILE - (STA. 0+00 TO STA. 1+63)
 SCALE: VERT. 1"=3'
 HORIZ. 1"=30'

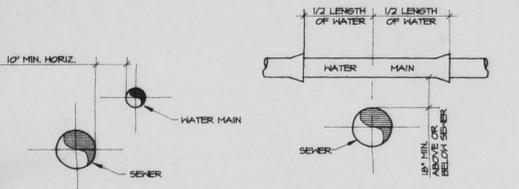
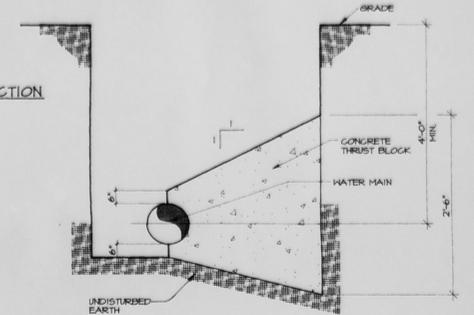


HYDRANT INSTALLATION
 NO SCALE

IF GROUNDWATER OR EVIDENCE THEREOF IS REVEALED WITHIN 2 FEET OF THE BASE OF THE HYDRANT DURING INSTALLATION THE HYDRANT DRAIN SHALL REMAIN PLUGGED AND SIGNAGE SHALL BE PLACED ON THE HYDRANT STATING THAT THE HYDRANT MUST BE PUMPED OUT AFTER USE.

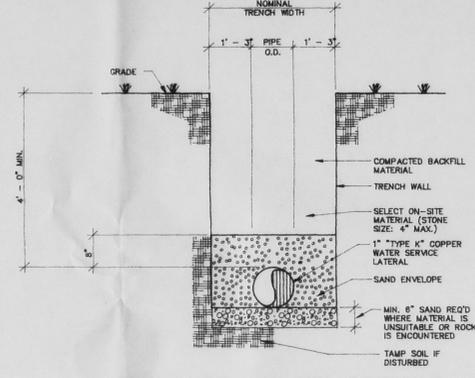


THRUST BLOCK DETAIL
 NO SCALE

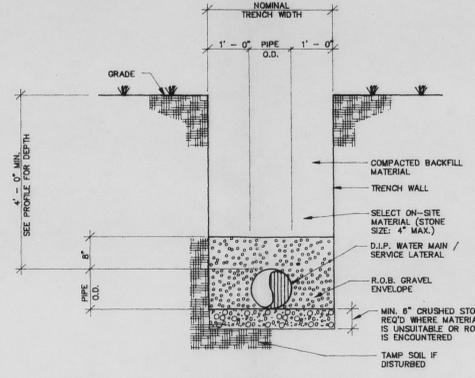


- NOTES:**
1. WATER MAINS CROSSING SEWERS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 10" BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO THAT JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE.
 2. THE TERM SEWER IS DEFINED AS SANITARY, STORM OR SEWER SERVICE LATERALS.
 3. THE TERM WATER MAINS SHALL ALSO INCLUDE WATER SERVICE LINES.
 4. ANY DEVIATION FROM THE MINIMUM HORIZONTAL AND VERTICAL SEPARATION REQUIREMENTS SHALL BE SPECIFICALLY APPROVED BY THE ORANJE COUNTY DEPARTMENT OF HEALTH.

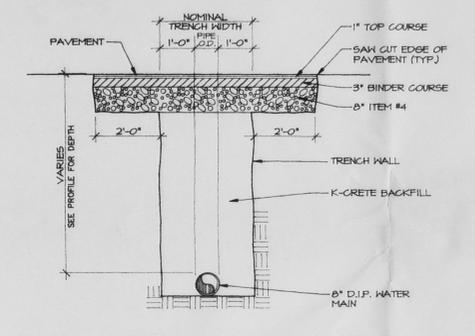
WATER / SEWER SEPARATION
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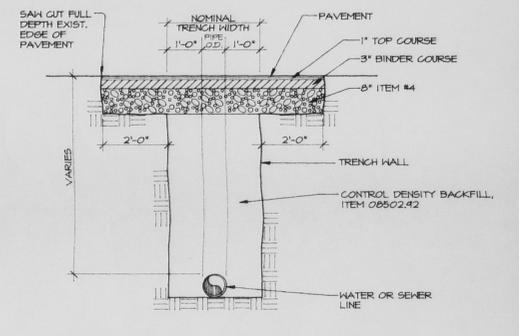
JIFFY LUBE WATER SERVICE EXCAVATION
 NO SCALE



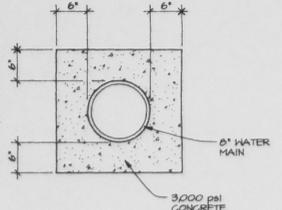
D.I.P. WATER MAIN EXCAVATION ON SITE
 NOT TO SCALE



D.I.P. WATER MAIN EXCAVATION N.Y.S. D.O.T. R.O.W.
 NOT TO SCALE



TRENCH EXCAVATION DETAIL N.Y.S. D.O.T. R.O.W.
 NOT TO SCALE



NOMINAL DIAMETER INCHES	CONCRETE QUANTITY C.Y. / FT.
6"	.04

CONCRETE ENCASEMENT DETAIL
 NOT TO SCALE

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ISSUE	REVISION	DATE
1	PLANNING BOARD COMMENTS OF 4-28-1994, NYSDOT & OCHD COMMENTS	2-20-1995

Drawn By: J.R.J.
 Checked By: G.J.S.
 Scale: AS SHOWN
 Date: 6-20-1994

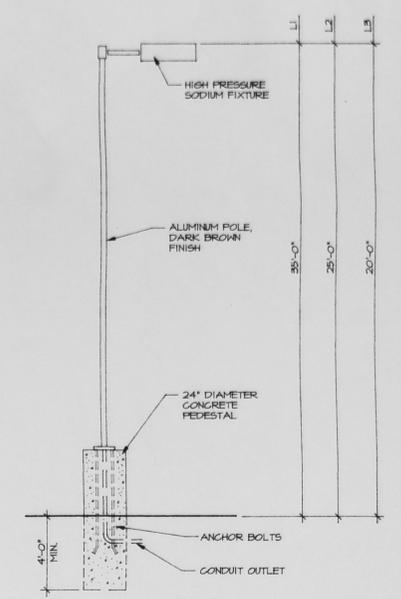
Drawing: **WATER SYSTEM PROFILE & DETAILS (PHASES I & II)**
 Project: SHOPPING PLAZA FOR **M. C. & B. PARTNERSHIP**
 N.Y.S. ROUTE 300 TOWN OF NEW WINDSOR, N.Y.

TOWN OF NEW WINDSOR PLANNING BOARD STAMP OF APPROVAL
 SITE PLAN APPROVAL GRANTED BY TOWN OF NEW WINDSOR PLANNING BOARD ON **APR - 4 1995**
 Henry Van Essemmer, Secretary

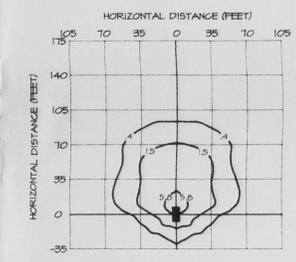
4 OF 8
 Project No. 9310

LIGHTING SCHEDULE

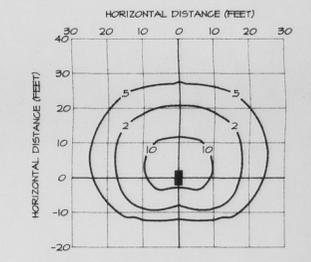
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- L2: 400 WATT HIGH PRESSURE SODIUM, SAR SERIES LUMINAIRE, EXCELLINE
- L3: 250 WATT HIGH PRESSURE SODIUM, SAR SERIES LUMINAIRE, EXCELLINE
- L4: 150 WATT HIGH PRESSURE SODIUM, SAR SERIES LUMINAIRE, EXCELLINE MOUNTED 10' ABOVE GROUND



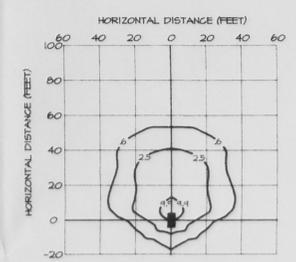
LIGHTING DETAIL
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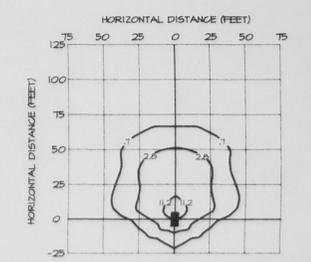
SAR SERIES
AREA / ROADWAY LUMINAIRE
400 WATT HIGH PRESSURE SODIUM
30' MOUNTING HEIGHT
ISOLUX CHART
NOT TO SCALE



SBR SERIES
MINI PATHWAY / AREA LUMINAIRE
150 WATT HIGH PRESSURE SODIUM
10' MOUNTING HEIGHT
ISOLUX CHART
NOT TO SCALE



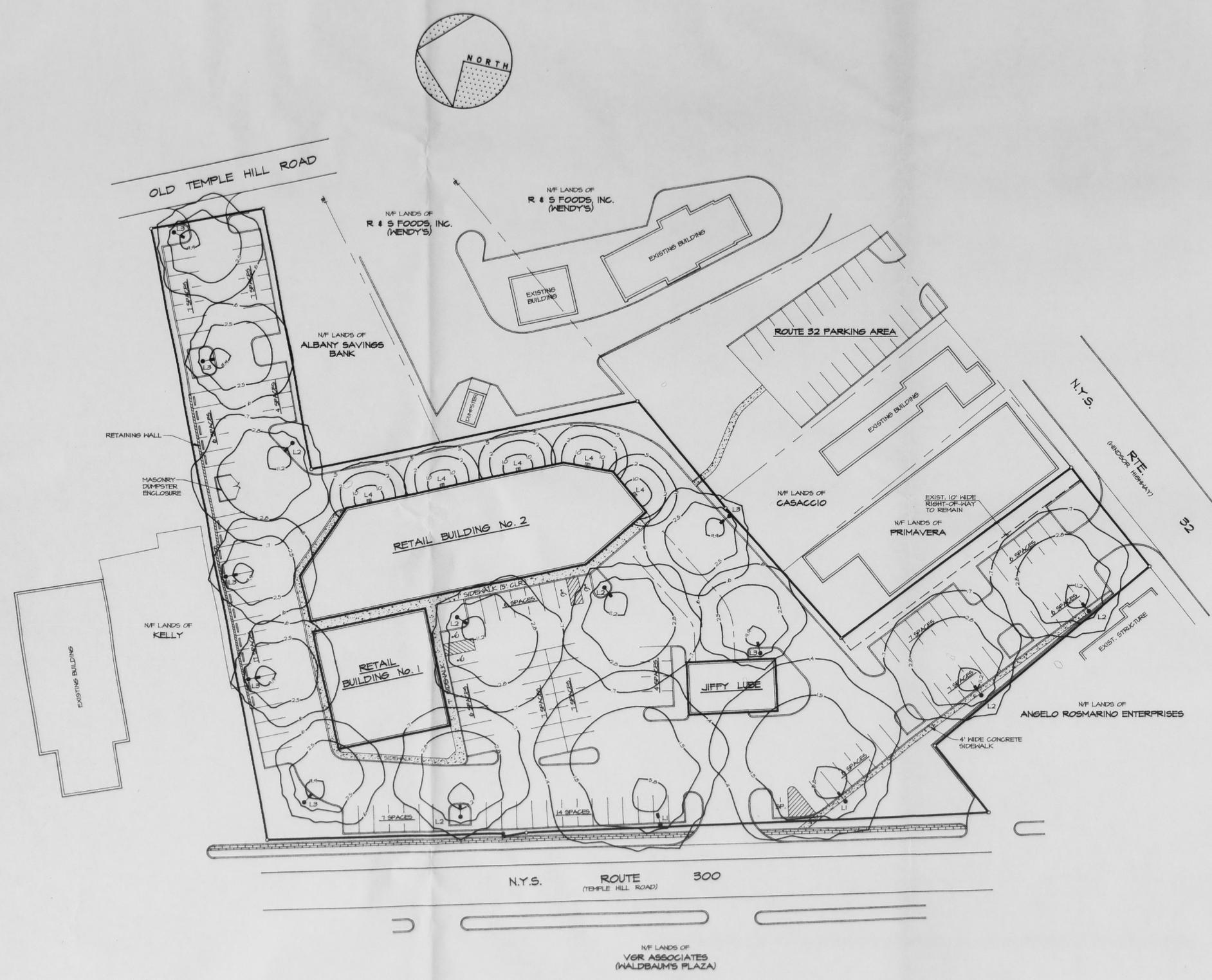
SAR SERIES
AREA / ROADWAY LUMINAIRE
250 WATT HIGH PRESSURE SODIUM
20' MOUNTING HEIGHT
ISOLUX CHART
NOT TO SCALE



SAR SERIES
AREA / ROADWAY LUMINAIRE
400 WATT HIGH PRESSURE SODIUM
25' MOUNTING HEIGHT
ISOLUX CHART
NOT TO SCALE

TOWN OF NEW WINDSOR PLANNING BOARD
STAMP OF APPROVAL

SITE PLAN APPROVAL GRANTED
BY TOWN OF NEW WINDSOR PLANNING BOARD
ON APR - 4 1995
Henry VanKerckhove, Secretary



Shaw Engineering
Consulting Engineers
744 Broadway Newburgh N.Y. 12550

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ISSUE	REVISION	DATE
1	PLANNING BOARD COMMENTS OF 4-26-1994	2-20-1995

Drawn By: J.R.J.
Checked By: G.J.S.
Scale: 1"=30'
Date: 6-20-1994

Project: SHOPPING PLAZA FOR M.C. & B. PARTNERSHIP
N.Y.S. ROUTE 300 TOWN OF NEW WINDSOR, N.Y.

6 OF 8
Project No. 9310

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

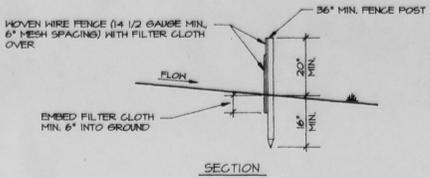
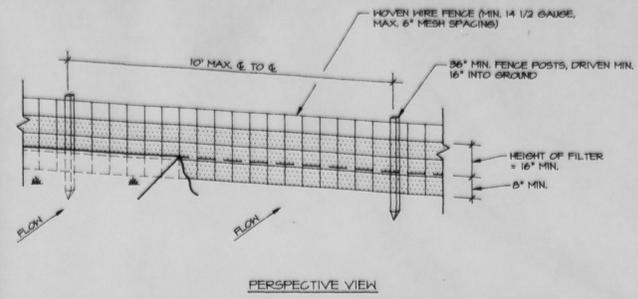
1. HOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO HOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

POSTS:
STEEL EITHER 1" OR 1 1/2" TYPE OR 2" HARDWOOD

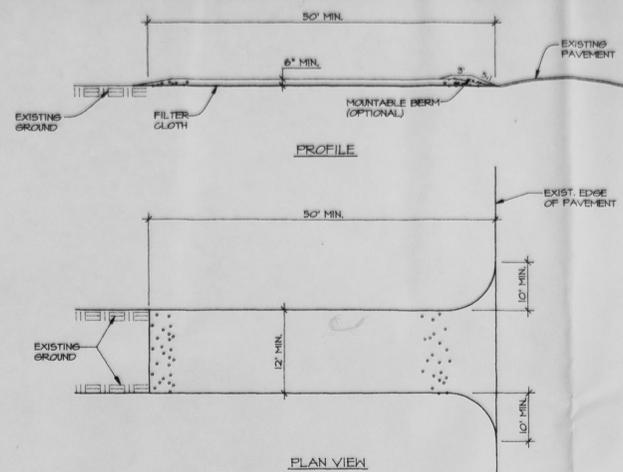
FENCE:
HOVEN WIRE, 14 1/2 GAUGE
6" MAX. MESH OPENINGS

FILTER CLOTH:
FILTER X, MIRAFI 100X, STABILINKA TH40N OR APPROVED EQUAL

PREFABRICATED UNIT:
SPECIAL ENVIRONMENT, OR APPROVED EQUAL



SILT FENCE DETAIL
NOT TO SCALE (PHASES I & II)



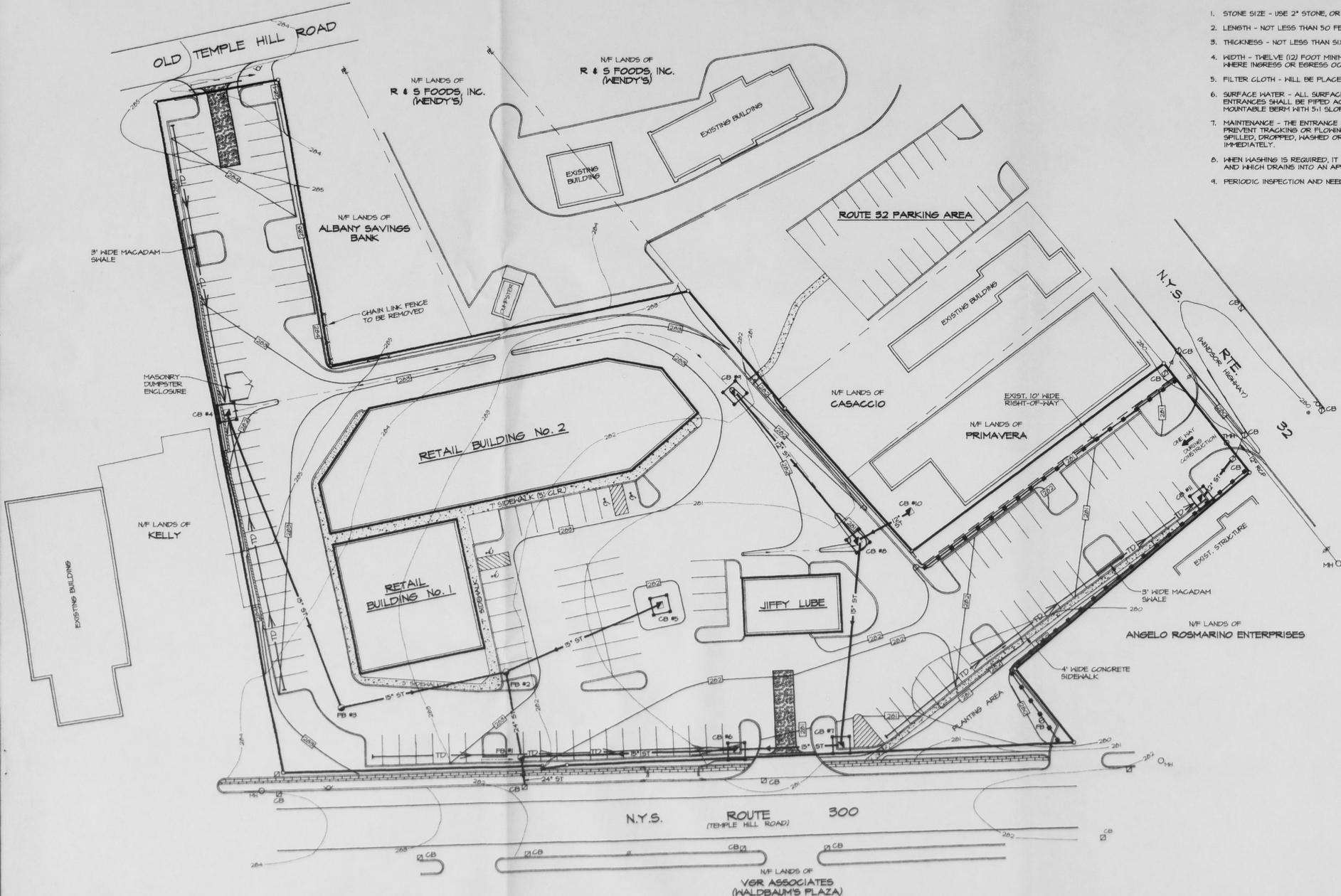
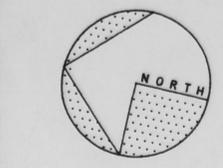
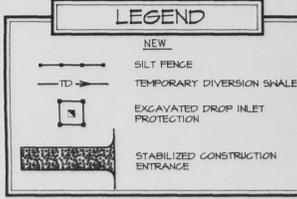
STABILIZED CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE

CONSTRUCTION SPECIFICATIONS

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND HIGH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

EROSION AND SEDIMENT CONTROL NOTES

- Objectives**
- Erosion Control Objectives are first, to minimize the opportunity for the soil to be moved by the wind, precipitation and runoff, and second to contain sediment that does not move close to its place of origin and thus, prevent it from reaching a waterbody or damaging other lands. The first goal is met by leaving the land that is disturbed unprotected for as short a time as possible. The second goal is met by installing appropriate control measures before land disturbing activities begin and then maintaining these measures as long as they are needed.
- Measures**
- Land Grading**
- Finish land surfaces will be graded as indicated on the Partial Site Plans. As soon as final grades are reached the graded areas will be stabilized.
 - Cut slopes will be 3:1 or flatter.
 - Areas which are to be topsoiled shall be scarified to a minimum depth of three inches prior to placement of topsoil.
 - Final grading shall contain adequate gradients so as to prevent water from standing on the surface of lawns for more than 24 hours after the end of a rainfall.
- Silt Fence**
- Silt fence shall be installed in those areas indicated on the drawing.
- Temporary Seeding**
- Temporary seed bare soil within 15 days of exposure unless construction will begin within 30 days. If construction is suspended, or sections completed, areas should be seeded and mulched immediately.
 - Apply temporary seeding consisting of Ryegrass (annual or perennial) at 30 lbs per acre.
- Permanent Seeding**
- Adjust pH to 6.0 with lime, and fertilize with 600 lbs of 5-10-10 or equivalent per acre.
 - Apply permanent seeding consisting of:
 - Empire birdfoot trefoil or common white clover @ 8 lbs per acre
 - Plus tall fescue @ 20 lbs per acre
 - Plus Ryegrass @ 8 lbs per acre
 - Broadcasting, drilling with outback type seeder or hydro seeding are acceptable.
- Topsoil/Mulching**
- Preserve existing topsoil and friable fine textured subsoils that must be stripped from the excavated site and applied after final grading where vegetation will be established. Complete rough grading and final grade, allowing for depth of topsoil to be added. Scarify all compact, slow permeable, medium and fine textured subsoil areas. Scarify at approximately right angles to the slope direction in soil area that are steeper than 5 percent. Remove rocks, woody plant parts, stones over 3 inches in diameter, and other litter.
 - Topsoil shall have at least 2 percent by weight of the textured stable organic material, and no greater than 6 percent. Topsoil shall have not less than 20 percent the textured material (passing the No. 200 sieve) and not more than 15 percent clay. Topsoil shall be relatively free of stones over 1 1/2 inches in diameter.
 - Topsoil shall be placed at a uniform depth of 2 inches for the Landscape/Planting Area, and 4 inches for the load areas. Topsoil shall not be placed when it is partly frozen, muddy, or on frozen slopes or over ice, snow, or standing water. Topsoil placed and graded on slopes steeper than 5 percent shall be promptly fertilized, seeded, mulched and stabilized by "tracking" with suitable equipment.
 - If soil is compacted or crusted, surface should be loosened to at least two inches by disk or other suitable methods. Straw mulch (small grain) is preferred applied at 2 tons per acre, and anchored with wood fiber mulch (hydromulch) at 500-750 lbs. per acre. The wood fiber mulch must be applied through a hydroseeder immediately after mulching.
- Maintenance**
- All erosion and sediment control measures will be inspected for stability and operation following every runoff producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all measures as designed.
 - Sediment shall be removed from behind the silt fence when it becomes about 6 inches deep at the fence. Insure that no concentrated flows are directed towards the fence. Replace the silt fence when "bulges" develop in the fence.
 - All seeded areas will be fertilized, re-seeded as necessary, and mulched to maintain a vigorous, dense vegetative cover.
 - Remove sediment from vehicles prior to exiting the site. If the existing macadam pavement is regraded prior to the stabilization of the site, construct a stabilized construction entrance. Sediment spilled, dropped, or washed onto existing macadam roadways must be removed immediately.
 - Maintain dust control measures through dry weather periods until all disturbed areas are stabilized.
- Inspections**
- The qualified representative of the owner shall inspect at least once every 7 calendar days and within 24 hours of the end of a rainfall at 1/2 inch or greater the disturbed areas of the construction site that have not been finally stabilized and the structural control measures. Where portions of the construction area have been finally stabilized, inspection of such portions shall be conducted at least once every month until the entire site is finally stabilized.
 - The term "finally stabilized" means that all the soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 10% the cover for the area has been established, or equivalent stabilization measures (such as the use of mulches or geotextiles) have been employed.



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ISSUE	REVISION	DATE

Drawn By: J.R.J.
Checked By: G.J.S.
Scale: 1"=30'
Date: 8-20-1994

Project: SHOPPING PLAZA FOR M. C. & B. PARTNERSHIP
N.Y.S. ROUTE 300 TOWN OF NEW WINDSOR, N.Y.

SITE PLAN APPROVAL GRANTED BY TOWN OF NEW WINDSOR PLANNING BOARD ON APR - 4 1995

By: [Signature] Secretary

7 OF 8
Project No. 9310



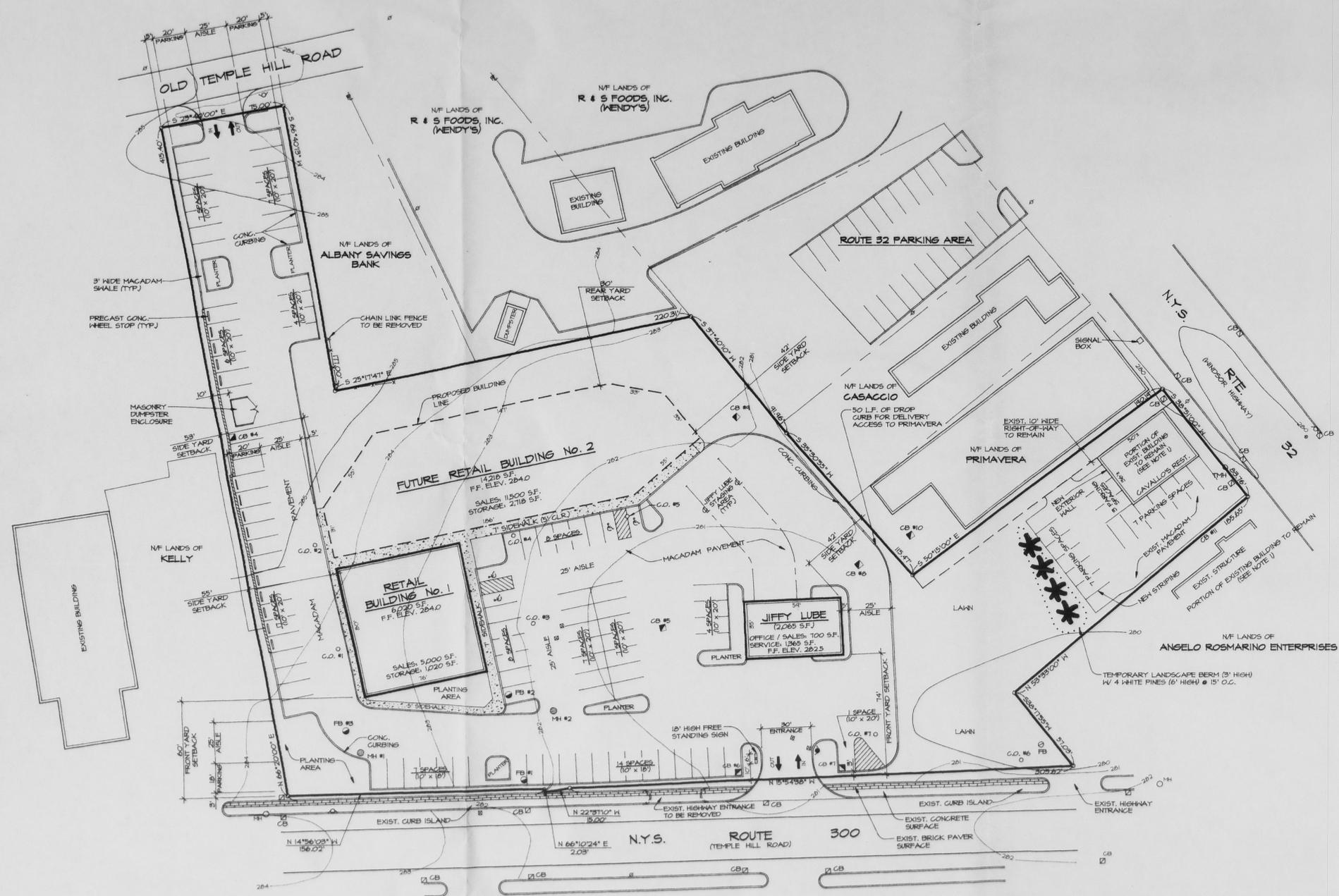
PARKING SCHEDULE		
	REQUIRED	PROVIDED
RETAIL BUILDING NO. 1 1 SPACE PER 150 S.F. OF FLOOR AREA IN SALES USE (5,000 S.F. / 150 S.F. PER SPACE)	34 SPACES	81 SPACES
SERVICE REPAIR GARAGE 4 SPACES PER SERVICE BAY, PLUS 1 PER 300 S.F. OF FLOOR AREA OUTSIDE OF SERVICE AREAS - 3 SERVICE BAYS - OUTSIDE OF SERVICE AREAS (700 S.F. / 300 S.F. PER SPACE)	12 SPACES 3 SPACES 41 SPACES	12 SPACES 3 SPACES 46 SPACES

TEMPORARY PARKING		
	REQUIRED	PROVIDED
CAYVALLO'S RESTAURANT 40 SEATS / 3 SEATS PER SPACE	16 SPACES	17 SPACES

NOTES

1. THIS SITE PLAN INDICATES THE PROPOSED BUILDINGS AND SITE IMPROVEMENTS TO BE CONSTRUCTED IN PHASE I. THIS PLAN ALSO INDICATES A PORTION OF THE EXISTING STRUCTURE FRONTING N.Y.S. ROUTE 32 WHICH IS SCHEDULED TO REMAIN. IT IS UNDERSTOOD AND AGREED BY THE APPLICANT THAT A BUILDING PERMIT FOR THE FUTURE RETAIL BUILDING NO. 2 CANNOT BE OBTAINED UNTIL THE EXISTING STRUCTURE IS COMPLETELY DEMOLISHED TO ALLOW THE SITE IMPROVEMENTS TO EXTEND TO N.Y.S. ROUTE 32.

LEGEND	
EXISTING	NEW
20' 1" CONTOUR	CB #5 CATCH BASIN No. 5
20' 5" CONTOUR	FB #1 FLUSHING BASIN No. 1
BOUNDARY	MH #2 SANITARY MANHOLE No. 2
ADJ. PROPERTY LINE	SC#3 SANITARY CLEANOUT No. 3
GATCH BASIN	HYDRANT
FLUSHING BASIN	WATER VALVE
UTILITY POLE	VALVE
SANITARY MANHOLE	HANDICAPPED PARKING SPACE
HYDRANT	HOOD TIE RETAINING WALL
VALVE	
CHAIN LINK FENCE	



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M. C. & B. PARTNERSHIP
Town of New Windsor, Secretary

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Drawn By: J.R.J. Drawing: **SITE PLAN (PHASE I)** 8 OF 8
Checked By: G.J.S. Project: **SHOPPING PLAZA FOR M. C. & B. PARTNERSHIP** Project No. 9310
Scale: 1"=30'
Date: 6-20-1994 N.Y.S. ROUTE 300 TOWN OF NEW WINDSOR, N.Y.