

**ZB# 81-20**

**Surendra & Rita Sharma**

**24-5-12**

Public Hearing: ①

Nov. 9, 1981.

Fee paid 10/15/81 - ✓

Sent to Clerk on 10/29/81.

OC PD

~~to be~~ notified ✓  
by Dan Bloom's office.

# General Receipt

TOWNSHIP OF NEW WINDSOR

1000 ...

19

\$

DOLLARS

By

Title

Decision -  
on the basis of evidence indicating  
it is a residential zone of parking  
with traffic, drainage problems.



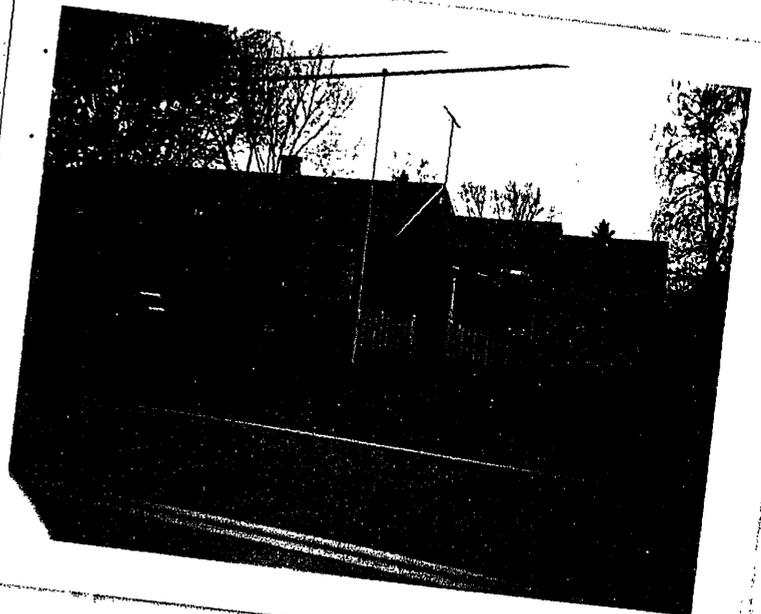
FUND	CODE	AMOUNT
50.00		
ck.		

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

By Pauline H. Townsend com  
Town Clerk  
 Title

Formal decision -

Denial: on the basis of evidence indicating  
 it is a residential zone w/ parking  
 & traffic, drainage problems.



ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x  
In the Matter of the Application of

ESTATE OF MARY WORKMAN and  
SURENDRA and RITA SHARMA.

DECISION DENYING  
USE VARIANCE

#81-20.  
-----x

WHEREAS, ESTATE OF MARY WORKMAN, by Mary Beth Workman and Denise Workman, 261 Union Avenue, New Windsor, N. Y., have made application before the Zoning Board of Appeals for a use variance for the purposes of using residential dwelling as a doctors' office; and

WHEREAS, a public hearing was held on the 9th day of November, 1981 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, applicants appeared in behalf of the Estate of Mary Workman; and Dr. and Mrs. Sharma appeared with their attorney, Daniel J. Bloom, Esq. of P. O. Box 477, Vails Gate, N.Y. 12584; and

WHEREAS, the application was opposed; and

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

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The evidence shows that the residential dwelling has been used as a residence since its purchase in 1946 and is located strictly in a residential zone; and
3. The evidence shows that the applicants, SHARMA, intend to use the premises as a doctors' office and do not intend to reside on

premises.

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

1. The evidence indicates that the aforesaid circumstances or conditions are such that the strict application of the provisions of the local law would not deprive the applicant of the reasonable use of such land or building.

2. The evidence indicates that the plight of the applicant is not due to unique circumstances.

3. The evidence shows that the application as presented will alter the essential character of the neighborhood.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor denies a use variance as applied for hereto.

BE IT FURTHER,

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

Dated: May 13, 1982.

---

Chairman

11/9/81

Public Hearing - Cotin/Grismer (use & sign variance)

Name:

Address:

~~Raymond P. Puffner 115 Ketchikan Ave~~

Richard F. Kelly 15 KNOX DR. N.W.

Mary Conley 224 Oak St.

Mary L. McQuiston 257 Union Ave

Mary Walsh 229 Oak Street

Joseph Walsh 243 Oak Street

John G. McQuiston 257 Union Ave

Mary Rezzuto Rosemary Lane

Mary Rezzuto 1 Elm St.

11/9/81 - Public Hearing - Sharma/Workman - use variance

<u>Name:</u>	<u>Address:</u>
S. Sharma MD	22 Clintonwood Drive, New Windsor
Pete Sharma MD	-same-
Alice Haley	233 - Oak St
J. V. Haley	" "
Charlotte L. Walsh	231 Oak St.
William V. Walsh	231 Oak St
J. C. Ruggiero	235 Oak St
Congetta Ruggiero	235 Oak St
Gene King	4 Elm St.
Genevieve Workman McCarty	261 Union Ave
MaryBeth Workman Hard	261 Union Ave.
Gene King	4 Elm St.
Nancy Coffey	233 Spruce
Kathleen Luchesi	227 Spruce
Peter D. Salvo	264 Union Ave
Salvatore Epills	256 Union Ave
John & Caroline Kravens	200 Union Ave.
Joseph White	1 Franklin Ave
James White	1 Franklin Ave
John Williams	268 Union Ave.
Bruce D. Williams	268 Union Ave
Marie Sadler	267 Union Ave.
Ronald E. Sadler	267 Union Ave
Francis Hard	269 Union Ave
Joyce R. Pelella	273 Union Ave
Angie O'Rourke	229 Oak St.

11/9/81 - Public Hearing - Sharma/Workman - use variance

<u>Name:</u>	<u>Address:</u>
S. Sharma MD	22 Clintonwood Drive, New Windsor
Pete Sharma MD	-same-
Alice Haley	233 - Oak St
J. Haley	" "
Charlotte L. Walsh	231 Oak St.
William V. Walsh	231 Oak St
J.C. Ruggiero	235 Oak St
Conchetta Ruggiero	235 Oak St
Jane King	4 Elm St.
Dorise Workman McCarty	261 Union Ave
MaryBeth Workman Hard	261 Union Ave.
Jane King	4 Elm St.
Nancy Coffey	233 Spruce
Kathleen Lueches	227 Spruce
Peter D. Salvo	264 Union Ave
Salvatore Epulis	256 Union Ave
John & Caroline Krevers	260 Union Ave.
Joseph White	1 Franklin Ave
James White	1 Franklin Ave
John Williams	268 Union Ave.
Bruce D. Williams	268 Union Ave
Marie Sadler	267 Union Ave.
Ronald E. Sadler	267 Union Ave.
Francis Hard	269 Union Ave
Joyce R. Pelella	273 Union Ave
Angie O'Rourke	229 Oak St.
William O'Rourke	229 Oak St.
Robert W. Graham	6 Elm St
Janet Graham	6 Elm St.
Maryann McDonald	224 Pine St



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK  
(914) 565-8550

*file*

Date: November 10, 1981

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

RE: APPLICATION BEFORE THE ZONING BOARD OF APPEALS  
# 81-20 - SHARMA - WORKMAN

Dear Dan:

This is to confirm that your above application before the New Windsor Zoning Board of Appeals was denied at a meeting held on the 9th day of November, 19 81.

A formal decision will be drafted and acted upon at a later date. You will be receiving a copy of same by return mail.

Meanwhile, if you have any further questions, please do not hesitate to call me.

Very truly yours,  
*Patricia Delio*

PATRICIA DELIO, Secretary  
New Windsor Zoning Board of Appeals

/pd

cc: Howard Collett, Bldg./Zoning Inspector  
Town Planning Board

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

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-33A of the Zoning Ordinance on the following proposition:

Appeal No. 20

Request of Drs. Surendra and Rita Sharma and The Estate of Mary A. Workman, Deceased for a VARIANCE of the regulations of the Zoning Ordinance to permit the use of existing residential structure on premises designated as 24-5-12 located on Union Ave. New Windsor, NY being a VARIANCE of Section Art. III, §48-8-48-10 for property situated as follows:

At intersection of Union Avenue and Oak St. New Windsor, New York, designated as 24-5-12 on the New Windsor Tax Map

SAID HEARING will take place on the 9th day of November, 1981, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 7:30 o'clock P.M.

S/ Richard Fenwick  
Chairman

State of New York  
County of Orange, ss:

*EVERETT W. SMITH*, being duly sworn  
disposes as says that he is  
*PRESIDENT*.....of the E.W. Smith  
Publishing Company, Inc., publisher  
of The Sentinel, a weekly newspaper  
published and of general circulation  
in the Town of New Windsor, and that  
the notice of which the annexed is  
a true copy was published. *ONCE*.....  
in said newspaper, commencing on  
the ..*22*..day of *OCTOBER*..A.D., 1981,  
and ending on the ..*22*..day of *OCTOBER*..  
A.D., 1981

*Everett W. Smith*  
Subscribed and sworn to before me  
this *9<sup>th</sup>*.....day of *November* 1981.....

*Daniel Bloom*  
Notary Public of the State of New York  
County of Orange.

MY COMMISSION EXPIRES MARCH 30, 1983

DANIEL BLOOM  
Notary Public, State of New York  
Residing in Orange County  
Commission Expires March 31, 1983





1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Sole Assessor

Paula King

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

*55 on list*

Olsen Carole S  
227 Pine Street  
New Windsor, N.Y. 12550

✓ Sciolto Louis J & Virginia A  
225 Pine Street  
New Windsor, N.Y. 12550

✓ Scheitl Alfonse A  
223 Pine Street  
New Windsor, N.Y. 12550

✓ Pelella Joyce R & Eugene M  
273 Union Ave.  
New Windsor, N.Y. 12550

✓ Hurd Francis & Mary K  
269 Union Ave.  
New Windsor, N.Y. 12550

✓ Sadler Ronald E & Marie E  
267 Union Ave.  
New Windsor, N.Y. 12550

✓ Sadler Ronald Sr. & Helen  
263 Union Ave.  
New Windsor, N.Y. 12550

✓ Conley Alfred S Sr. & Maryann  
224 Oak Street  
New Windsor, N.Y. 12550

✓ Jagunic Daneil & June  
226 Oak Street  
New Windsor, N.Y. 12550

✓ Garziona Nicholas & Janice  
228 Oak Street  
New Windsor, N.Y. 12550

✓ Mc Grath Joseph F & Elsie A  
230 Oak Street  
New Windsor, N.Y. 12550

✓ Lowry Alfred J & Anna  
237 Spruce Street  
New Windsor, N.Y. 12550

✓ Bates Kenneth H & Christine  
235 Spruce Street  
New Windsor, N.Y. 12550

✓ Coffey Andrew & Nancy  
233 Spruce Street  
New Windsor, N.Y. 12550

✓ Babcock Edward J & Gertrude  
231 Spruce Street  
New Windsor, N.Y. 12550

✓ Romar Apartments Inc.  
1 Elm Street  
New Windsor, N.Y. 12550

✓ Rizzuto John B & Mary  
1 Elm Street  
New Windsor, N.Y. 12550

✓ Anderson Janet  
c/o Graham Janet  
6 Elm Street  
New Windsor, N.Y. 12550

✓ King Alex & Irene  
4 Elm Street  
New Windsor, N.Y. 12550

✓ Robertson George & Joann  
3 Elm Street  
New Windsor, N.Y. 12550

✓ Walsh Jerome L & Mary E  
223 Oak Street  
New Windsor, N.Y. 12550

*objection*



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Sole Assessor  
Paula King  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

✓ Town of New Windsor  
555 Union Ave.  
New Windsor, N.Y. 12550

✓ Delio Patricia A  
7 Franklin Ave.  
New Windsor, N.Y. 12550

✓ Terrizzi Michele & Giovanna  
5 Franklin Ave.  
New Windsor, N.Y. 12550

✓ Bento Carmela  
12 Locust Ave.  
New Windsor, N.Y. 12550

✓ White Joseph P & Dolores  
1 Franklin Ave.  
New Windsor, N.Y. 12550

✓ Di Salvo Peter & Filippa  
264 Union Ave.  
New Windsor, N.Y. 12550

✓ Maraday Joseph C & Edith R  
Rosemary Lane  
New Windsor, N.Y. 12550

✓ Rizzuto John & Mary  
Rosemary Lane  
New Windsor, N.Y. 12550

✓ Trabucco Remo & Pacifica  
Rosemary Lane  
New Windsor, N.Y. 12550

✓ Sossi Edward J & Marie F  
Box 4137, Rosemary Lane  
New Windsor, N.Y. 12550

✓ Rizzuto Rose  
250 Union Ave.  
New Windsor, N.Y. 12550

✓ Perez Manuel & Emilia  
Rosemary Lane  
New Windsor, N.Y. 12550

✓ Alosi Joseph & Marie Carmela  
5 Franklin Street  
New Windsor, N.Y.

✓ Krevens John & Caroline  
260 Union Ave.  
New Windsor, N.Y. 12550

✓ Grillo Salvatore & Marie  
256 Union Ave.  
New Windsor, N.Y. 12550

✓ Guerriero Antonio & Santa  
103 Carter Ave.  
Newburgh, N.Y. 12550

✓ Pleasant Acres Nursery Inc.  
151 Windsor Highway  
New Windsor, N.Y. 12550

✓ Williams Bruce I & Johanna  
268 Union Ave.  
New Windsor, N.Y. 12550

✓ Schofield Howard & Mary  
279 Union Ave.  
New Windsor, N.Y. 12550

✓ Lord Viola L  
275 Union Ave.  
New Windsor, N.Y. 12550

✓ Mac Donald John H Jr. & Maryann P.  
224 Pine Street  
New Windsor, N.Y. 12550

✓ Sachs Peter R & Gisela G  
226 Pine Street  
New Windsor, N.Y. 12550



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

---

Sole Assessor  
Paula King  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

✓ Bliss Edna V  
225 Oak Street  
New Windsor, N.Y. 12550

✓ Albertson Robert & Nettie  
227 Oak Street  
New Windsor, N.Y. 12550

✓ O'Rourke William & Angelina M  
229 Oak Street  
New Windsor, N.Y. 12550

✓ Walsh William V & Charlotte L  
231 Oak Street  
New Windsor, N.Y. 12550

✓ Haley Joseph Vincent & Alice M  
233 Oak Street  
New Windsor, N.Y. 12550

✓ Ruggerio Isidore C & Concetta  
235 Oak Street  
New Windsor, N.Y. 12550

✓ Roe Ezra H  
237 Oak Street  
New Windsor, N.Y. 12550



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

---

Sole Assessor  
Paula King  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

✓ Mc Quiston Mary L  
257 Union Ave.  
New Windsor, N.Y. 12550

✓ Mc Quiston John Gordon & Mary L K  
257 Union Ave.  
New Windsor, N.Y. 12550

✓ Edgar William F & Marcella  
251 Union Ave.  
New Windsor, N.Y. 12550

✓ New York State Department of Transportation  
82 Route 17K  
Newburgh, New York 12550

✓ Orange County Planning Dept.  
124 Main Street  
Goshen, New York 10924

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

81-20  
(Number)

(Date) \_\_\_\_\_

I. Applicant information:

- The Estate of Mary A. Workman, Deceased  
c/o Seaman, McGuirk & Zeccola, Esqs.
- (a) 542 Union Avenue, New Windsor, NY 12550 (914) 565-5200  
(Name, address and phone of Applicant)  
Surendra and Rita Sharma, MD.
- (b) 22 Clintonwood Drive, New Windsor, NY 12550 (914) 561-7075  
(Name, address and phone of purchaser or lessee)  
Bloom & Bloom, P.C.
- (c) Route 94, Box 477, Vails Gate, NY 12584  
(Name, address and phone of attorney)  
E. S. Panarello & Associates, Inc.
- (d) 257 N. Plank Road, Newburgh, NY 12550 (914) 562-6800  
(Name, address and phone of broker)

II. Application type:

- Use variance  
 Area variance  
 Sign variance  
 Special permit

III. Property information:

- (a) B-4 261 Union Avenue 24-5-12 50' x 150'  
(Zone) (Address) (\$ B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI & NC
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 11/4/46
- (e) Has property been subdivided previously? no When? n/a
- (f) Has property been subject of variance or special permit previously? no When? n/a
- (g) Has an order to show cause been issued?

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

81-20  
(Number)

\_\_\_\_\_  
(Date)

I. Applicant information:

- The Estate of Mary A. Workman, Deceased  
c/o Seaman, McGuirk & Zeccola, Esqs.
- (a) 542 Union Avenue, New Windsor, NY 12550 (914) 565-5200  
(Name, address and phone of Applicant)  
Surendra and Rita Sharma, MD.
- (b) 22 Clintonwood Drive, New Windsor, NY 12550 (914) 561-7075  
(Name, address and phone of purchaser or lessee)  
Bloom & Bloom, P.C.
- (c) Route 94, Box 477, Vails Gate, NY 12584  
(Name, address and phone of attorney)  
E. S. Panarello & Associates, Inc.
- (d) 257 N. Plank Road, Newburgh, NY 12550 (914) 562-6800  
(Name, address and phone of broker)

II. Application type:

- Use variance  
 Area variance  
 Sign variance  
 Special permit

III. Property information:

- (a) B-4 261 Union Avenue 24-5-12 50' x 150'  
(Zone) (Address) (\$ B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI & NC
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 11/4/46
- (e) Has property been subdivided previously? no When? n/a
- (f) Has property been subject of variance or special permit previously? no When? n/a
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? no. If so, when n/a
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. no

IV. Use variance:

(a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_, to allow

the use of the existing one-family residence located on the  
(Describe proposed use)  
property as a professional office for the conduct of a joint  
medical practice by Surendra Sharma and Rita Sharma, M.D.  
the said Surendra Sharma specializing in cardiac care and  
Rita Sharma specializing in pediatric care.

(b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

The instant premises have been actively listed for sale  
through real estate brokers located in the Cornwall,  
New Windsor Newburgh area since January, 1981, and a  
sale has not been concluded to date. It is felt that the  
location of the premises on a major highway in the Town of  
New Windsor (Union Ave.) in an area where it connects Rt.  
32 and 94, is not condusive or appealing for the use of  
a one-family residence.

V. Area variance:

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

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

the use of the existing one-family residence located on the  
 (Describe proposed use)  
property as a professional office for the conduct of a joint  
medical practice by Surendra Sharma and Rita Sharma, M.D.  
the said Surendra Sharma specializing in cardiac care and  
Rita Sharma specializing in pediatric care.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

The instant premises have been actively listed for sale  
through real estate brokers located in the Cornwall,  
New Windsor Newburgh area since January, 1981, and a  
sale has not been concluded to date. It is felt that the  
location of the premises on a major highway in the Town of  
New Windsor (Union Ave.) in an area where it connects Rt.  
32 and 94, is not conducive or appealing for the use of  
a one-family residence.



V. Area variance:

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

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

\* Residential districts only

\*\* Non-residential districts only

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



VI. Sign Variance:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

---

---

---

---

---

---

---

---

VI. Sign Variance:

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

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

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

---

---

---

---

---

---

---

---

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

---

VII. Special Permit:

(a) Special permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIII. Additional comments:

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

Doctors Sharma propose to maintain the residential character of the neighborhood by making no changes to the exterior of the building in question, but planting shrubbery along the perimeter of the property as well as fencing so as to tastefully shield any parking areas from public view. Additionally, the parking area will be constructed of run-of-bank or of other porous materials so as to avoid any excess drainage run off onto surrounding properties. It is the desire of Doctors Sharma to conduct a medical practice in an atmosphere of relaxed and residential qualities.

IX. Attachments required:

\_\_\_ Copy of letter of referral from Building and Zoning Inspector.

\_\_\_ Copy of contract of sale, lease or franchise agreement.

\_\_\_ Copy of tax map showing adjacent properties

\_\_\_ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.

\_\_\_ Copy(ies) of sign(s) with dimensions.

Check in amount of \$ 50.00 payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping

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

---

---

---

---

---

---



VIII. Additional comments:

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

Doctors Sharma propose to maintain the residential character of the neighborhood by making no changes to the exterior of the building in question, but planting shrubbery along the perimeter of the property as well as fencing so as to tastefully shield any parking areas from public view. Additionally, the parking area will be constructed of run-of-bank or of other porous materials so as to avoid any excess drainage run off onto surrounding properties. It is the desire of Doctors Sharma to conduct a medical practice in an atmosphere of relaxed and residential qualities.



IX. Attachments required:

- Copy of letter of referral from Building and Zoning Inspector.
  - Copy of contract of sale, lease or franchise agreement.
  - Copy of tax map showing adjacent properties
  - Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
  - Copy(ies) of sign(s) with dimensions.
  - Check in amount of \$ 50.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.  
All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- Other

X. AFFIDAVIT

Date 10/19/81

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

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

Mary Beth Hund (executive)  
(Applicant)

Sworn to before me this  
19<sup>TH</sup> day of October, 1981.

J. Tad Seaman

**J. TAD SEAMAN**  
Notary Public, State of New York  
Residence on Appointment-Orange County  
Commission Expires March 30, 1983  
No. 4500627

XI. ZBA Action:

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

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

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

Mary Beth Hund (executrix)  
(Applicant)

Sworn to before me this  
19<sup>TH</sup> day of October, 1981.

J. Tad Seaman

**J. TAD SEAMAN**  
Notary Public, State of New York  
Residence on Appointment-Orange County  
Commission Expires March 30, 1983  
No. 4500827

XI. ZBA Action:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

# Contract of Sale

Date August 21, 1981

Seller and Purchaser agree as follows:

**Parties**

Seller Estate of MARY A. WORKMAN, by DENISE McCARTHY, residing at address: 33 Stoney Run Road, Newburgh, New York and MARY BETH HAND, residing at P. O. Box 246, Mountainville, New York, as Co-Executrices  
Purchaser RITA SHARMA, M.D., residing at 22 Clintonwood Drive, New Windsor, address: New York and Surendra Sharma, M.D.

**Purchase  
agreement  
Property**

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

SEE SCHEDULE "A" ANNEXED

**Buildings and  
improvements  
Streets,  
assignment  
of unpaid  
awards**

**Fixtures,  
personal  
property**

The sale includes:

(a) All buildings and improvements, on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, fire, smoke and burglar alarms, radio and television aerials, blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vane, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings

Personal property included in this sale is as follows:

Range, freezer, storms & screens, venetian blinds, shed and carpet

**Price** 3. The purchase price is ..... \$ 44,900.00  
payable as follows:  
On the signing of this Contract, by check subject to  
collection: \$100.00 which has already been received. \$ 4,590.00  
By allowance for the principal amount still unpaid  
on the Existing Mortgage: ..... \$  
By a Purchase Money Note and Mortgage from  
Purchaser (or assigns) to Seller: ..... \$  
  
BALANCE AT CLOSING ..... \$ 40,310.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

**Existing  
Mortgage**

4. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):  
Mortgage now in the unpaid principal amount of \$ ..... and interest at the rate of ..... %  
per year, presently payable in ..... installments of \$ ..... which includes principal, interest,  
and with any balance of principal being due and payable on ..... 19 .....

**Purchase  
money  
mortgage**

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.  
The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

SCHEDULE "A"

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

BEGINNING at a point in the southerly line of Union Avenue, said point being a distance of 559 feet measured along said southerly line of Union Ave. from the northeasterly corner of the lands here-fore conveyed to the New Windsor Land Company, Inc., by Frank Orzechowski, Zygmunt Orzechowski and Warren Sloan, said point of beginning being at a point where the southerly line of Union Ave. intersects with the easterly line of a newly laid-out street designated as Oak Street, and runs thence along the easterly line of said Oak Street South 17° 30' west 150 feet to a point; thence South 72° 30' east 120 feet to a point; thence north 17° 30' east 150 feet to a point in the southerly line of said Union Ave.; thence along said Union Ave. North 72° 30' west 120 feet to a point or place of beginning.

And said parties of the second part for themselves, their heirs or assigns do hereby covenant and agree as follows:

FIRST: That neither the said parties of the second part nor their heirs or assigns shall or will erect or permit upon any portion of said premises any building excepting a detached dwelling house, or of less cost than \$2,000.00, and the first floor of which dwelling when so erected shall have an area of not less than 500 square feet.

SECOND: That neither the parties of the second part nor their heirs or assigns shall or will erect more than one such dwelling on any parcel of land having less than a 50 foot frontage, excepting, however, that there may be erected upon each such parcel having a 50 foot frontage, a private automobile garage, provided, however, that every part of such garage, when erected shall be to the rear of such dwelling house, and that no portion of said garage shall be closer to the road or street than is the rear of the dwelling house.

THIRD: That neither the parties of the second part nor their heirs or assigns shall or will erect, or permit upon any portion of said premises, any dwelling less than 30 feet of the building line of Union Ave.; nor erect any dwelling less than 15 feet of the building line along the easterly side of Oak Street, upon which street said property borders; and that the above covenant in respect of a 30 foot building line shall not apply to steps, piazzas, or bay or oriel windows, upon houses erected in accordance with the above restrictions.

FOURTH: That neither the parties of the second part nor their heirs or assigns shall or will manufacture or sell or cause or permit to be manufactured or sold on any portion of the premises hereby conveyed, any goods or merchandise of any kind, and will not carry on or permit to be carried on any part of said premises any trade or business whatsoever without the consent of the parties of the first part.

SCHEDULE "A" CONT'D.

FIFTH: That no public or private nuisance shall be maintained on said premises.

SIXTH: That neither the parties of the second part nor their heirs or assigns shall or will cause or permit to be erected any wood or metal fences except that a wire fence may be erected on the southerly side and on the easterly side of said property.

SEVENTH: That neither the parties of the second part nor their heirs or assigns shall or will cause or permit to be raised or kept any swine, poultry, goats, sheep or cattle upon the property hereby conveyed.

BEING the same premises conveyed by William Pinkert and Ruth W. Pinkert to Ralph C. Workman and Mary A. Workman by deed dated, November 4, 1946 and recorded in the Orange County Clerk's Office on November 6, 1946 in Liber 1924 of Deeds at Page 13. The said Ralph C. Workman died a resident of Orange County, New York on August 29, 1980. The said Mary A. Workman died testate, a resident of Orange County, New York on September 24, 1980.

RIDER TO CONTRACT  
ESTATE OF MARY A. WORKMAN

TO

RITA SHARMA, M. D.

*R. Sharma*  
1. This contract is subject to the Purchasers obtaining a conventional mortgage in the amount of \$33,675.00 for a period of thirty (30) years at the prevailing rate of interest. In the event the Purchasers do not receive a mortgage commitment on or before Oct. 10, 1981, both parties reserve the right to declare this contract null and void at which time the only responsibility of the parties will be to return the down payment monies to the Purchaser and all further obligations under this contract shall cease.

2. This contract is contingent upon the Purchaser obtaining a permit from the Town of New Windsor for the establishment of a medical doctor's office at the subject premises. The Purchasers shall have until Sept. 30 1981 to determine if this permit can be obtained. In the event the Purchaser has not declared this contract null and void on or before Sept. 30, 1981, due to a failure to obtain a permit to operate a doctor's office, this paragraph shall be null and void and the contracts shall remain in full force and effect with no contingency for a doctor's office.

~~3. The basement in the premises will be conveyed by the Seller prior to the time of closing and is not included in the sale.~~

4. If the Sellers shall be unable to convey a good and marketable title, subject to and in accordance with this agreement, the sole obligation of the Sellers shall be to refund the Purchaser's down payment made hereunder and to reimburse the Purchasers for the cost of title examination and , upon the making of such refund and reimbursement, this agreement shall wholly cease and terminate and neither party shall have any further claim against the other, by reason of this agreement and the lien, if any, of the Purchasers against the premises shall wholly cease. The Sellers shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises marketable. The Purchasers may, nevertheless, accept such title as the Sellers may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Sellers. The acceptance of a deed by the Purchasers shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Sellers to be performed pursuant to the provisions of this Agreement and no liability therefore, on the part of the Sellers shall survive the delivery of the deed.

*R. Sharma*  
RITA SHARMA, M. D.

*Purchaser*

ESTATE OF MARY A. WORKMAN

By: *Denise McCarthy*  
DENISE MCCARTHY, Co-Executrix

*Mary Beth Hand*  
MARY BETH HAND

- The Property is to be conveyed subject to:
- (a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.
  - (b) Conditions, agreements, restrictions and easements of record.
  - (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
  - (d) Existing tenancies.
  - (e) Unpaid assessments payable after the date of the transfer of title.

**Use of purchase price to pay encumbrances**

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

**Deed and transfer taxes**

8. At the Closing Seller shall deliver to Purchaser a **Executor's deed** deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

**Adjustments at closing**

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) Deposits in escrow held under Existing Mortgage.

**Water meter readings**

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

**Fire, other casualty**

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

**Condition of Property**

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

**Seller unable to convey, liability**

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

**Closing date and place**

14. The Closing will take place at the office of SEAMAN, MCGUIRK & ZECCOLA, ESQS.,  
 542 Union Ave., Oct. 15, 1981  
 New Windsor, New York 12550 at 2:00 P.M. on or about/ 19

*[Signature]*  
**Broker**

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than E.S. Panarello & Associates, Inc and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

**Purchaser's lien**

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

**Notice**

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

**Entire Agreement**

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

**No Oral Change**

19. This Contract may not be changed or ended orally.

**Successors**

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

**Multiple Parties**

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

**Signatures**

Seller and Purchaser

Use of purchase price to pay encumbrances

Deed and transfer taxes

Adjustments at closing

Water meter readings

Fire, other casualty

Condition of Property

Seller unable to convey, liability

Closing date and place

Broker

Purchaser's lien

Notice

Entire Agreement

No Oral Change Successors

Multiple Parties

Signatures

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

8. At the Closing Seller shall deliver to Purchaser a Executor's deed deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) Deposits in escrow held under Existing Mortgage.

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

14. The Closing will take place at the office of SEAMAN, McGUIRK & ZECCOLA, ESQS.  
542 Union Ave., Oct. 15, 1981  
New Windsor, New York 12550 at 2:00 P.M. on or about/ 19

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than E.S. Panarello & Associates, Inc. and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

19. This Contract may not be changed or ended orally.

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER ESTATE OF MARY A. WORKMAN

By: Denise McCarthy CO-EXECUTRIX

MARY BEV HAND PURCHASER

RITA SHARMA, M.D.

RIDER TO CONTRACT OF SALE

Anything to the contrary herein notwithstanding, it is further specifically understood and agreed by and between the parties hereto as follows:

1. Purchasers shall have 10 days after the issuance of a firm mortgage commitment to obtain, at their sole expense, a termite inspection of the premises, and if said inspection reveals termite infestation, purchasers promptly may, in writing, present evidence of same, and declare this agreement null and void whereupon the downpayment shall be returned to them, unless sellers, at their sole expense, within fifteen days of such notice, remove all such infestation and repair all damage caused thereby, whereupon this agreement shall continue in full force and effect.
- ~~2. In the event that the water supply to the premises in question consists of a well or other private system as opposed to a public water supply service, the purchasers shall have the right to have said system inspected within 10 days after the issuance of a firm mortgage commitment, at their own expense to determine that the supply is potable, fit for human consumption and that the amount of the supply meets with Orange County Department of Health Standards. In the event that such tests reveal that the water supply is deficient in any of the aforementioned respects, the purchasers hereby specifically reserve the right to consider this contract null and void and to obtain an immediate refund of all earnest monies paid hereunder.~~
3. The purchasers hereby reserve the right to have the subject premises surveyed by a licensed surveyor at their own expense within 10 days after the issuance of a firm mortgage commitment and in the event that said survey reveals any encroachments or that the amount of the property to be conveyed by the sellers herein is substantially less than as indicated in this contract, to consider this contract null and void and to secure a refund of all earnest monies paid hereunder.
4. The sellers shall convey and the purchasers shall accept such title as may be insured by a nationally recognized title insurance company licensed to do business in the State of New York, and title shall be marketable.
5. Sellers warrant and represent, said warranty not to survive the passing of the deed, that all heating, plumbing, electrical, water and septic systems are and will be in working order as of the date title closes, that all appliances will be in working order as of the date title closes, that the roof and basement will be free of leaks as of the date title closes.

6. The premises shall be delivered vacant and broom clean upon closing of title.

7. Purchasers, upon reasonable prior notice to sellers, shall have the right to inspect the premises within 48 hours prior to closing of title.

8. All earnest monies paid hereunder shall be held in escrow by the attorney for the sellers until title closes.

9. The execution of the printed form of contract by the parties annexed hereto shall constitute acceptance of the terms of this rider.

10. This contract is subject to the purchaser's obtaining at her sole expense a variance and/or use permit to utilize the subject premises as a medical doctor's office. In this regard, the purchaser agrees to make immediate application for said variance to the New Windsor Town Zoning Board of Appeals and to prosecute the same with all due deliberation. In the event that that application is denied or in the event that permission is not obtained on or before Sept. 30, 1981, this Contract shall be null and void and the purchaser shall be entitled to her refund of all earnest monies paid hereunder.

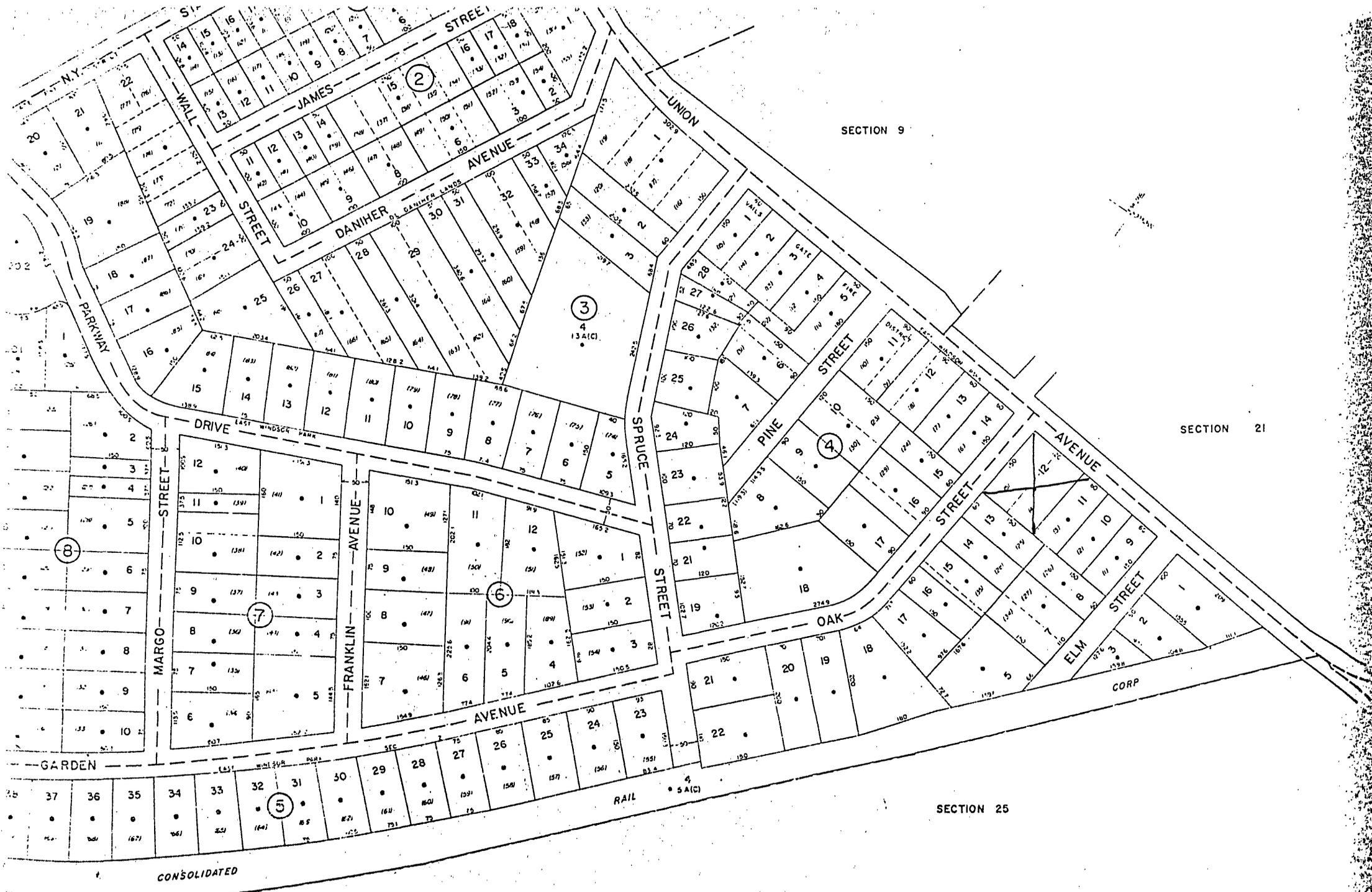
~~11. Sellers agree, at their sole expense, prior to closing of title, to make the following repairs to the subject premises:~~

- ~~a. Remove, repair and/or shore-up lateral crack in basement wall (structural in nature);~~
- ~~b. Repair cracked windowpane in rear of premises;~~
- ~~c. Replace locks on all windows in premises.~~

4ZXXS...  
they...  
premises...  
residence...  
premises...  
be...  
premises...  
ax...  
of...  
of...  
pa...

ESTATE OF MARY A. WORKMAN

By: Denise McCarthy  
Denise McCarthy, Co-Executrix  
Mary Beth Hand  
Mary Beth Hand



SECTION 9

SECTION 21

SECTION 25

CONSOLIDATED

LEGEND

--- MAP BLOC NO. (2) FILED PLAN BLOCK NO. (2) (2)

ORANGE COUNTY~NEW YORK

TOWN OF NEW



Louis Heimbach  
County Executive

**Department of Planning  
& Economic Development**

124 Main Street  
Goshen, New York 10924  
(914) 294-5151

Peter Garrison, Commissioner  
Richard S. DeTurk, Deputy Commissioner

October 27, 1981

Mr. Richard Fenwick, Chairman  
Town of New Windsor Z B A  
Town Hall  
New Windsor, New York 12550

Re: Drs. Surendra & Sharma  
Variance  
Our File No. NWT-12-81M

Dear Mr. Fenwick:

We have reviewed the above application in accordance with the provisions of Section 239, l and m, Article 12-B of the General Municipal Law of the State of New York.

We hereby return this matter for final local determination.

Sincerely,

Peter Garrison  
Commissioner of Planning

Reviewed by Joel Shaw  
Senior Planner

PG:rtt  
Enc.

RECEIVED

TOWN

OCT 29, 1981

BY:

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD  
FROM: ZONING BOARD OF APPEALS  
SUBJECT: PUBLIC HEARINGS BEFORE ZBA - November 9, 1981  
DATE: October 29, 1981

Please be advised that there are three (3) public hearings scheduled to be heard before the Zoning Board of Appeals on November 9, 1981 as follows:

SHARMA/WORKMAN - Use variance request; ✓

GRISMER/COLIN - Use variance request;

DEVOTI/LEUMBRUNO - Use variance request.

I have attached hereto copies of the pertinent applications together with public hearing notices.

Pat

/pd

Attachments

cc: Howard Collett, Bldg./Zoning Inspector

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

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-33A of the Zoning Ordinance on the following proposition:

Appeal No. 20

Request of Drs. Surendra and Rita Sharma and The Estate of Mary A. Workman, Deceased for a VARIANCE ~~SPECIAL PERMIT~~ of

the regulations of the Zoning Ordinance to

permit the use of the existing residential structure on premises designated as 24-5-12 located on Union Ave., New Windsor, NY

being a VARIANCE ~~SPECIAL PERMIT~~ of

Section Art. III, §48-8-48-10

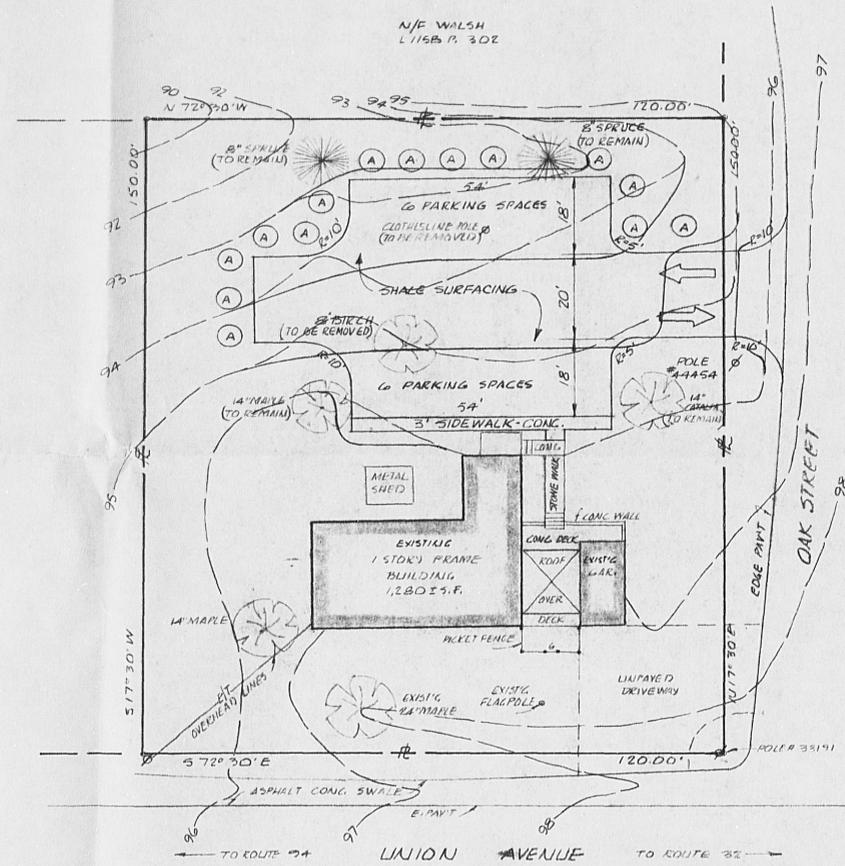
for property situated as follows:

At intersection of Union Avenue and Oak St. New Windsor, New York, designated as 24-5-12 on the New Windsor Tax Map.

SAID HEARING will take place on the 9th day of November \_\_\_\_\_, 1981, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

S/ Richard Fenwick  
Chairman

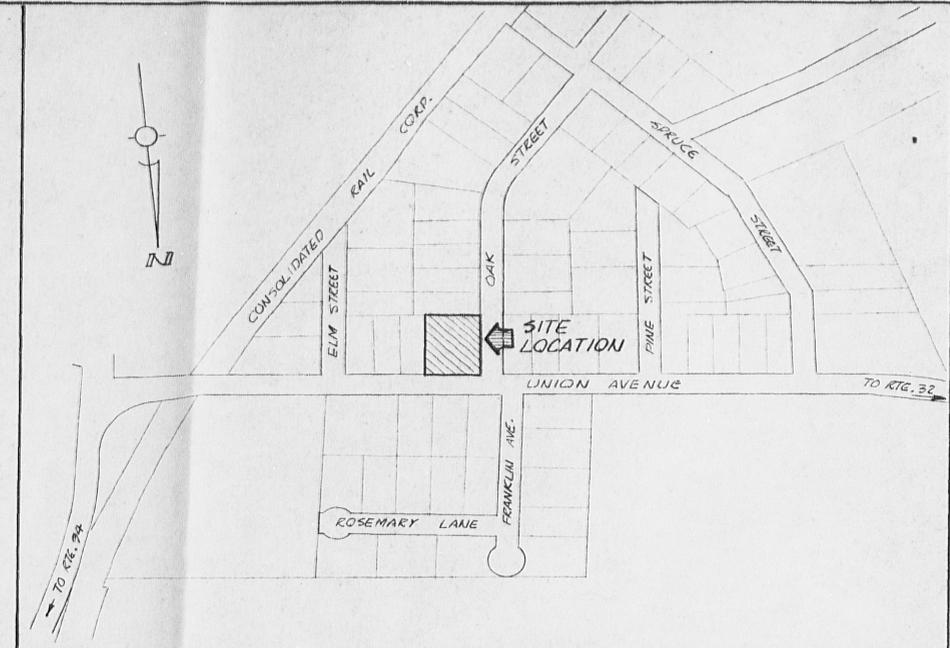
Richard Fenwick



**LEGEND**

- EXST. CONTOUR
- - - - - PROPOSED CONTOUR
- (A) NEW SPRUCE TREE  
6 ± HIGH, 2" Z<sup>1/2</sup> CALIPER

**SITE PLAN**  
SCALE: 1" = 20'



**AREA LOCATION MAP**  
SCALE: 1" = 200'

**ZONING BULK REQUIREMENTS**

R-4 ZONE	LOT AREA	LOT WIDTH	FRONT YARD	SIDE YARDS	REAR YARD	ST. FRONTING	MAX. BLDG. HEIGHT	MIN. FLOOR AREA	DEVELOPMENT COVERAGE	PARKING - USING ALL ZONE
REQUIRED	15,000 SF	100 FT.	35 FT.	15/30 FT.	40 FT.	60 FT.	2 1/2 STORIES OR 35 FT.	1,000 SF.	30 %	1 SPACE PER 200 SF = 6-A
PROVIDED	18,000 SF	120 FT.	* 30 FT.	35/42 FT.	95 FT.	120 FT.	1 STORY	1280 SF.	8 %	12 SPACES

\* EXISTING CONDITION

**NOTES**

1. Property shown is Lot 12, Block 5, in Section 24 on the Town of New Windsor Tax Maps.
2. Property shown is also known as Lots 4 and 9 as shown on a map entitled "East Windsor Park", said map having been filed in the Orange County Clerk's Office as Map No. 1200.
3. Property Zone: R-4



<b>McGOEY, HAUSER &amp; GREVAS</b> CONSULTING ENGINEERS 45 Quassaick Ave. (Rte. 9-W) New Windsor, New York 9 High Street Port Jervis, New York			PLAN FOR: <b>DRS. RITA &amp; SURRENDRA CHARMA</b> TOWN OF NEW WINDSOR ORANGE COUNTY NEW YORK		
Revision	Date	Description	Drawn: J.K. S.K.C.	Checked: S.K.C.	Scale: As shown
					Date: 21 Oct 1981
					Job No: 0540 B1
			<b>SITE PLAN</b> <b>PROFESSIONAL OFFICE</b>		
					Sheet: 1 of 1

Unauthorized alteration or addition to this plan is a violation of Section 7209(2) of the New York State Education Law.