

ZB# 85-25

Picard / Clegg

4-2-3.12

Prelim.

6/10/85.

P.H. - 6/24/85.

Ordered list
from Assessor
on 5/23/85.

6/4/85 Notice to Sentral

6/12/85. OCPD to be
notified.

Application
Granted
6/24/85

General Receipt

6657

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

June 24 1985

Received of R & P Quick Copy Center \$ 50.00
Fifty and 00/100 DOLLARS

For Variance application - 85-25

DISTRIBUTION:

FUND	CODE	AMOUNT
50.00	Cash	

By Pauline J. Townsend
Town Clerk
Title

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

Owners: John C. Clegg
Robert S. Clegg
4 Junius Ave.
Newb. - Purchased - 8/11/69.
1.3 acres.

Northside of
Temple Hill Rd.

Sign?

Need: Letter from
owners - no objection.

MA

5

Pat.

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

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

Appeals No. 25
Request of ROBERT S. CLEGG, JOHN C. CLEGG and P. & P. QUICK COPY CENTER, INC. for VARIANCES of the Zoning Local Law to permit construction of 10,000 sq. ft. commercial structure in Planned Industrial (PI) zone being VARIANCES of the following Sections of Law: Section 48-9, Table of Use Regs.

(Continued on page 15)

LEGAL

(Continued from page 14)

Col. A Section 48-12, Table of Bulk Regs. Cois. 5 & 10
Section 48-18, Table of Use Regs. Col. D (Signs)
for property situated on the northside of Temple Hill Road, Town of New Windsor, N.Y. Known and designated as Section 4-Block 2-Lot 3-12

SAID HEARING will take place on the 24th day of June, 1985 at New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 7:30 O'clock P.M.

DANIEL P. KONKOL
Chairman
By: Patricia Delio, Secretary

State of New York
County of Orange, ss:

Everett W Smith, being duly sworn disposes and says that he is Publisher 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 13th day of June A.D., 1985 and ending on the 13th day of June A.D. 1985

Subscribed and shown to before me this 29th day of Jan, 1986.

Patricia Delio
Notary Public of the State of New York
County of Orange.
My commission expires 3/30/87.

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



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

36

May 30, 1985

Howard Picard
P&P Quick Copy
41 Windsor Hwy
New Windsor, NY 12550

Re: 4-2-3.12

Dear Mr. Picard:

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

The charge for this service is \$55.00. Please remit the same to the Town Clerk, Town of New Windsor.

Very truly yours,

CHRISTIAN E. JAHRLING
SOLE ASSESSOR, TAO

CEJ:jek
Attachments



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

X Simpson Harry M & Dorothy
Box 941 060.
Newburgh NY 12550

X Ramirez Jose 061
618 Union Ave
New Windsor NY 12550

X Grismer Eleanor 064
Ronsini Angela Eleanor Richard Jr
& Michael
Box 2013
Newburgh NY 12550

X Grismer Eleanor 063.
PO Box 2013
Newburgh NY 12550

X Mossuto Edward G & Josephine
15 Clarkview Rd 065.
New Windsor NY 12550

X Smith David E & Rose S
1 President Ct 066
New Windsor NY 12550

X Carroll Frederick William & Joan A
5 President Ct 067.
New Windsor NY 12550

X Nanning Ernest & Louise 068
7 President Ct
New Windsor NY 12550

X Thornton OConney S Sr
& Ernestine H 069.
9 President Ct
New Windsor NY 12550

X Muratore Luigi M & Anna 070
27 Clarkview Rd
New Windsor NY 12550

X Huebner Edward R Jr & Jean A
29 Clarkview Rd
New Windsor NY 12550 072

X Porath Harold A & Vera C
31 Clarkview Rd 071
New Windsor NY 12550

X Wilson Elwood L & Florence D
592 Union Ave 073
New Windsor NY 12550

X Herring Zebedee C & Betty L
590 Union Ave 074
New Windsor NY 12550

X Moseley Le Grande Sr & Willetta M
588 Union Ave 075.
New Windsor NY 12550

Fischer Major Susan
c/o Maj S Fischer Moyer
7521 Amesbury Ct
Alexandria Va 22310

Duplicate



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

X Pierotti Elizabeth M
RD2 Meadowbrook La
Cornwall NY 12518 0741 889 040

X Mazza Theresa
c/o Herbst & Rashbaum
PO Box 7002
Newburgh, NY 12550 041

X Licari Rita
478 Union Ave
New Windsor NY 12550 042

X Newburgh Bananas Inc
111 Dickson St
Newburgh NY 12550 043

Fischer Major Susan & Mark J
c/o Maj S Fischer Moyer
7521 Amesbury Ct
Alexandria Va 22310 044

X Automotive Brake Co of Newburgh Inc
300 Temple Hill Rd
New Windsor NY 12550 046

X Orange County Industrial Development
Agency
County Building
252-72 Main St
Goshen NY 10924 045

X Birk's Realty Inc
53-59 Route 17K
Newburgh NY 12550 047

X Monsey Structural Aluminum Inc
335 Temple Hill Rd
New Windsor NY 12550 048

X The Coca-cola Bottling Co of NY
20 Horseneck La
Greenwich CT 06836 049

X Ellwhy Realty Corp
c/o Dexion Realty Corp
c/o A&J Washroom Accessories
319 Temple Hill Rd
New Windsor NY 12550 050

X Crowley Foods Inc
PO Box 549
Binghamton NY 13902 051

X The City of Newburgh
Newburgh NY 12550 052

X Hyzer Robert W & Janette
24 Clarkview Rd
New Windsor NY 12550 053

X Gomes Joseph A & Marie
26 Clarkview Rd
New Windsor NY 12550 062

X Van Voorhis Raphael J & Carol M
28 Clarkview Rd
New Windsor NY 12550 054

Jennings Richard C & Patricia C
30 Clarkview Rd
New Windsor NY 12550 055

X Petro James Jr & Deborah
32 Clarkview Rd
New Windsor NY 12550 056

X Infante Madeline
602 Union Ave
New Windsor NY 12550 057

X Casalnuovo Dominick & Rose
606 Union Ave
New Windsor NY 12550 058

X McDougall Glenn A
614 Union Ave
New Windsor NY 12550 059

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x

In the Matter of the Application of

P & P QUICK COPY CENTER, INC./
ROBERT S. CLEGG and JOHN C. CLEGG

DECISION TO
GRANT USE AND
AREA VARIANCES

#85-25.

-----x

WHEREAS, P & P QUICK COPY CENTER, INC. of 41 Windsor Highway, New Windsor, New York, and ROBERT S. CLEGG and JOHN C. CLEGG, 4 Innis Avenue, Newburgh, N. Y., have made application before the Zoning Board of Appeals for use, area and sign variances for the purpose of: construction of 10,000 sq. ft. commercial structure to house copy center and three (3) rental offices to be located on Temple Hill Road, New Windsor, New York in a PI (Planned Industrial) zone; and

WHEREAS, a public hearing was held on the 24th day of June, 1985 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, applicant appeared by his engineer, Greg Shaw, P. E. of Shaw Engineering, 162 Grand Street, Newburgh, N.Y.; and

WHEREAS, the application was unopposed; and

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

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

2. The evidence shows that the area is zoned PI which is generally conducive to the use requested, including the retail sales.

3. The evidence shows that the land available is 1.3 acres in size, which is relatively restrictive in an industrial zone.

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 deprive the applicant of the reasonable use of such land.

2. The evidence indicates that the plight of the applicant is due to unique circumstances and not to general conditions suffered by other persons within the same zone.

3. The evidence shows that the applicant will encounter practical difficulty if the area variances requested are not granted.

4. The proposed variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

NOW, THEREFORE, BE IT

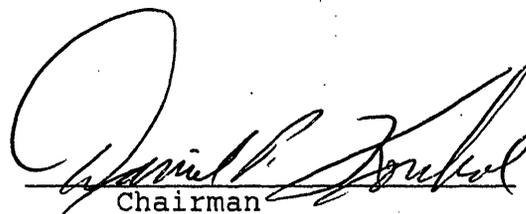
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grants (1) Use variance for the retail portion of P & P Quick Copy Center, Inc. application; (2) Area variances - (a) Temple Hill Road - 3 ft. lot width, (b) Union Avenue - 60 ft. lot width and (c) 5 ft. building height; (3) 33 sq. ft. sign variance, as set forth in application and in accordance with site plan dated 6/24/85.

BE IT FURTHER,

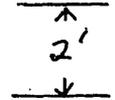
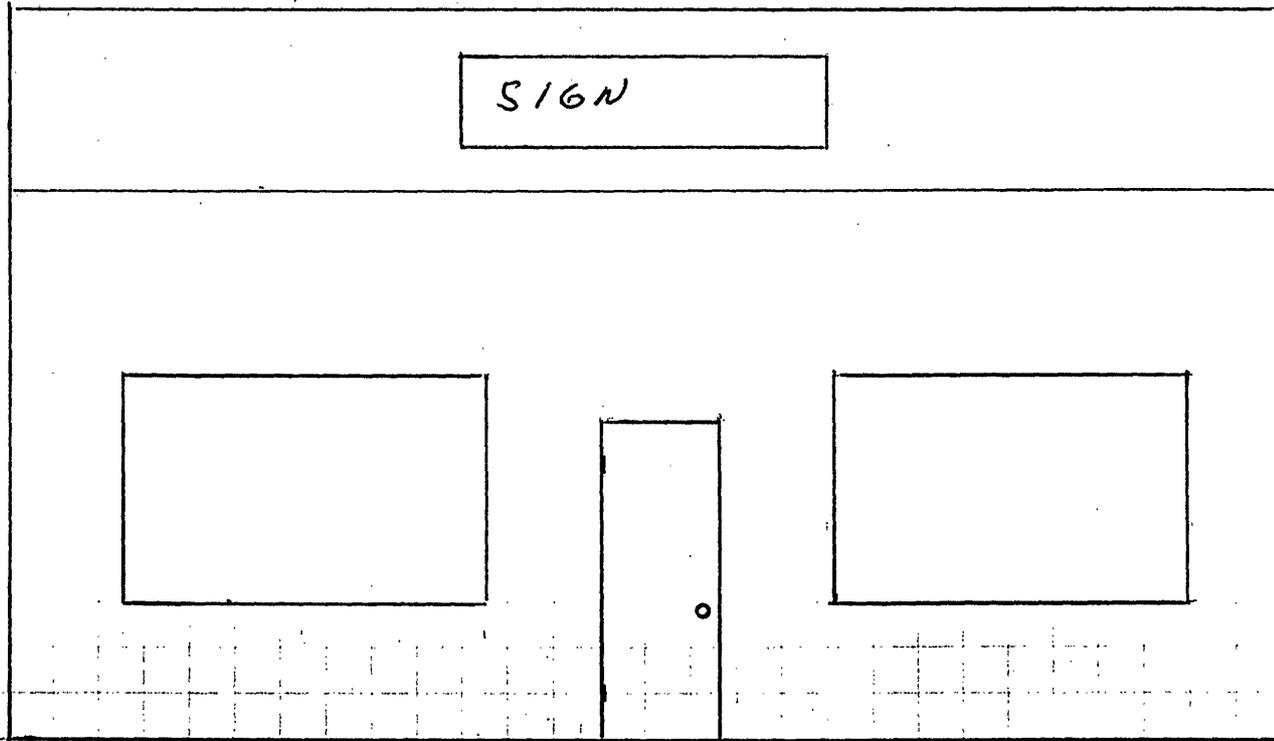
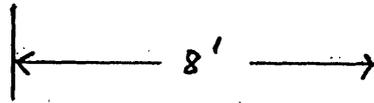
RESOLVED, that the Secretary of the Zoning Board of Appeals

of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant, or his representative.

Dated: July 8, 1985.


Chairman

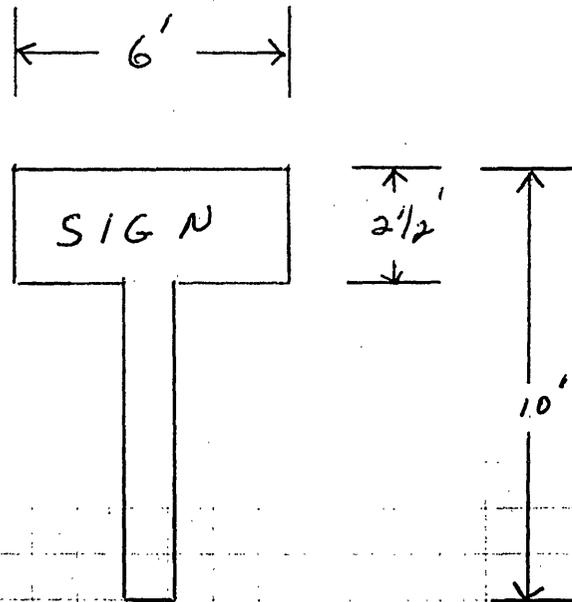
1 OF 4



SIGN ON BUILDING 2' X 8' - 16 SQ FT TOTAL - TEMPLE HILL ROAD

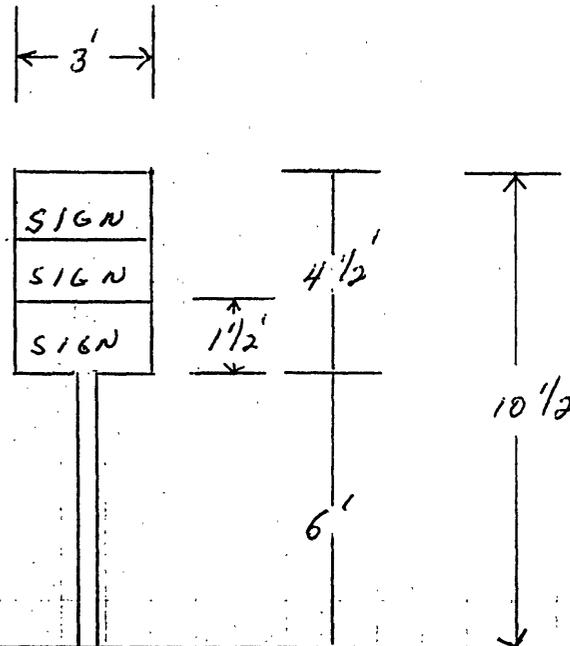
PLP QUICK COPY CTR
LOCATED ON TEMPLE HILL RD AND UNION AVE

2 OF 4



FREE STANDING SIGN ON TEMPLE HILL ROAD 2 1/2' x 6' - BOTH SIDES - 30sqft
P+P QUICK COPY CTR
LOCATED ON TEMPLE HILL ROAD AND UNION AVE

30F4



FREE STANDING SIGN ON UNION AVE 3' x 4 1/2' BOTH SIDES 27 SQ FT
P&P QUICK COPY CTR
LOCATED ON UNION AVE

TOTAL SQ FOOTAGE OF SIGNS

1 - 16 SQ FT

2 30 SQ FT

3 27 SQ FT

73 SQ FT SIGNAGE

4 OF 4

TOTAL SQ FOOTAGE OF SIGNS

1 - 16 SQ FT

2 30 SQ FT

3 27 SQ FT

73 SQ FT SIGNAGE

4 OF 4



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

June 25, 1985

1763

SHAW ENGINEERING
162 Grand Street
Newburgh, N. Y. 12550

Attn: Greg Shaw P. E.

RE: APPLICATION FOR VARIANCES - #85-25
P & P QUICK COPY CENTER, INC./CLEGG

Dear Greg:

This is to confirm that a public hearing was held regarding the above-entitled application before the Zoning Board of Appeals. The Board voted to grant your request for use, area and sign variances at the June 24, 1985 meeting.

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

Best regards.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia Delio".

PATRICIA DELIO
Secretary to Zoning Bd. of Appeals

/pd

cc: Town Building Inspector
Planning Board



Louis Heimbach
County Executive

**Department of Planning
& Development**

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

Peter Garrison, Commissioner
Richard S. DeTurk, Deputy Commissioner
Paul Costanzo, Director of Community Development

June 20, 1985

Mr. Daniel P. Konkol, Chairman
New Windsor Zoning Board of Appeals
555 Union Ave.,
New Windsor, N.Y. 12550

Re: Use/Area Variances P & P Quick Copy
Temple Hill Road and Union Avenue
Our File No. NWT 12-85-M

Dear Mr. Konkol:

In accordance with Section 239, Paragraphs 1 and m of the General Municipal Law, the variance application referenced above was reviewed by this Agency.

The requested variances, if implemented, will be insignificant to County and State-owned facilities. For this reason, County Planning Department approval is hereby granted.

From a local planning perspective, however, the following criteria for use and area variances have not been adequately satisfied with the information supplied and should be ascertained at the public hearing.

1. In reference to the use-variance requested, the applicant has not proven that the land in question cannot yield a reasonable return if used only for a purpose allowed in that zone.

2. In reference to the area variances requested the question of hardship and whether the hardship is self-created has not been proven.

3. Lastly, the hardship has not been proven to be unique to the parcel in question. If the hardship is general throughout the zoning district, perhaps the zoning ordinance should be amended rather than the granting of variances.

RECEIVED
ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR

JUN 25 1985

BY: Patricia Delis

If there are any questions, please don't hesitate to call.

Very truly yours,



Peter Garrison
Commissioner of Planning &
Development

Reviewed by Fred H. Budde
Fred H. Budde
Planner

FHB:oor

P & P QUICK
COPY CENTER, INC.
 41 WINDSOR HIGHWAY
 NEW WINDSOR, NY 12550

914/565-4260

PHOTOCOPIES
 BLUEPRINTING
 RUBBER STAMPS
 BUSINESS CARDS
 OFFICE SUPPLIES
 DRAFTING SUPPLIES
 AND OFFSET PRINTING

SIGNS ON BLDG
 FROM $2' \times 8'$ $16'$
 $2' \times 6'$ $24'$

81 sq ft

P&P SIGN ON TEMPLE HILL

$2' \times 2\frac{1}{2}' \times 6'$ 30' 6/10/85

HELLO PAT: (3) SIGN ON UNION AVE

$1\frac{1}{2}' \times 3'$ EA 27'

27
 30
 57
 27

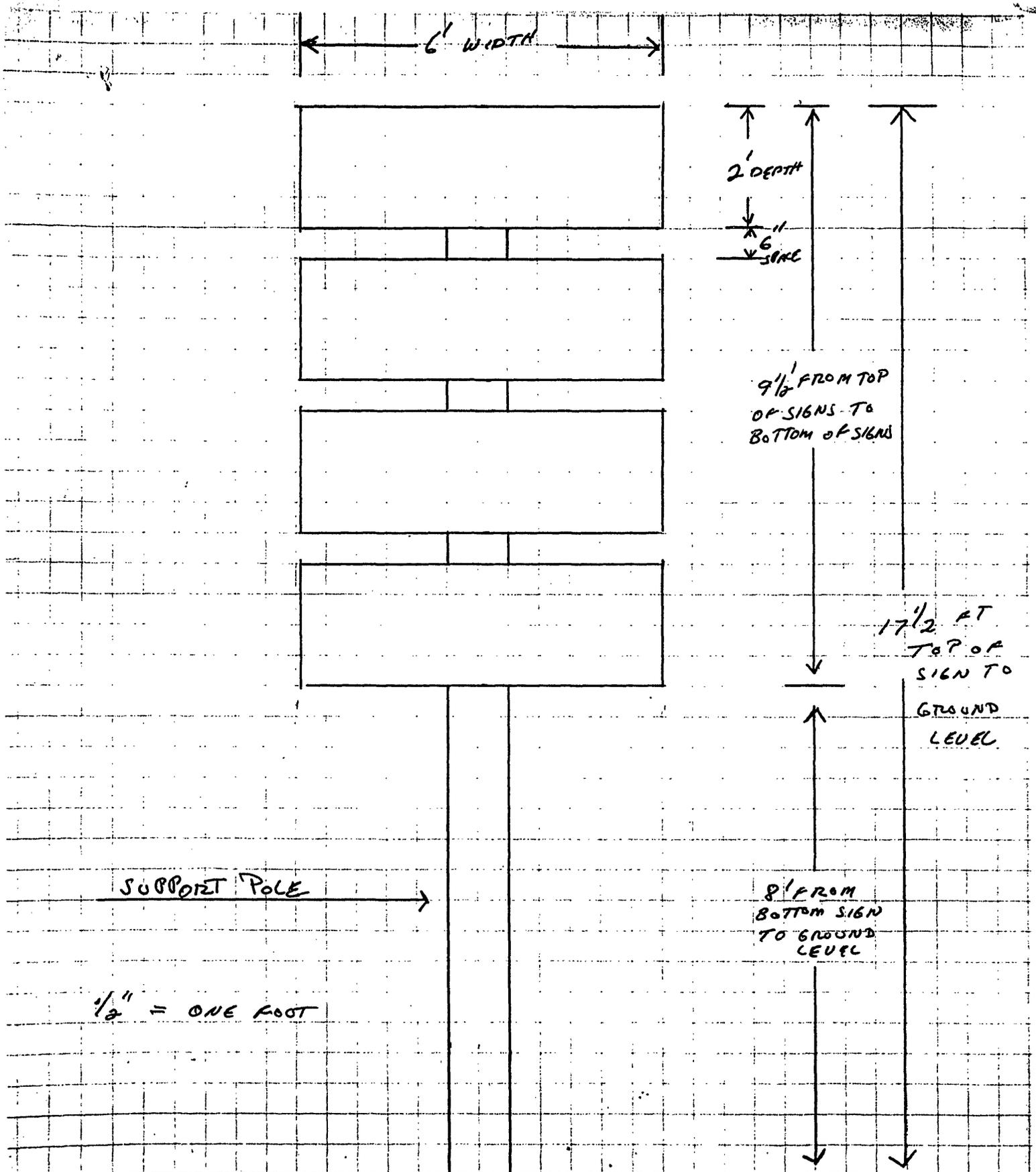
ATTACHED ARE TWO LAYOUTS OF SIGNS FOR

THE PROPERTY WE ARE PURCHASING FROM
 CLEGG BROS ON TEMPLE HILL ROAD.

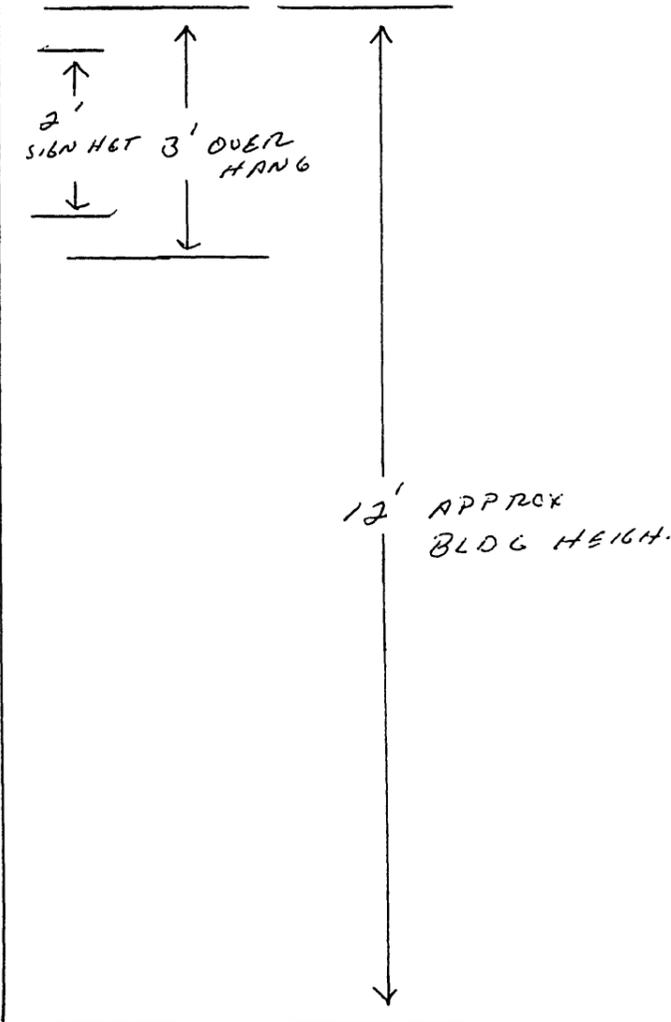
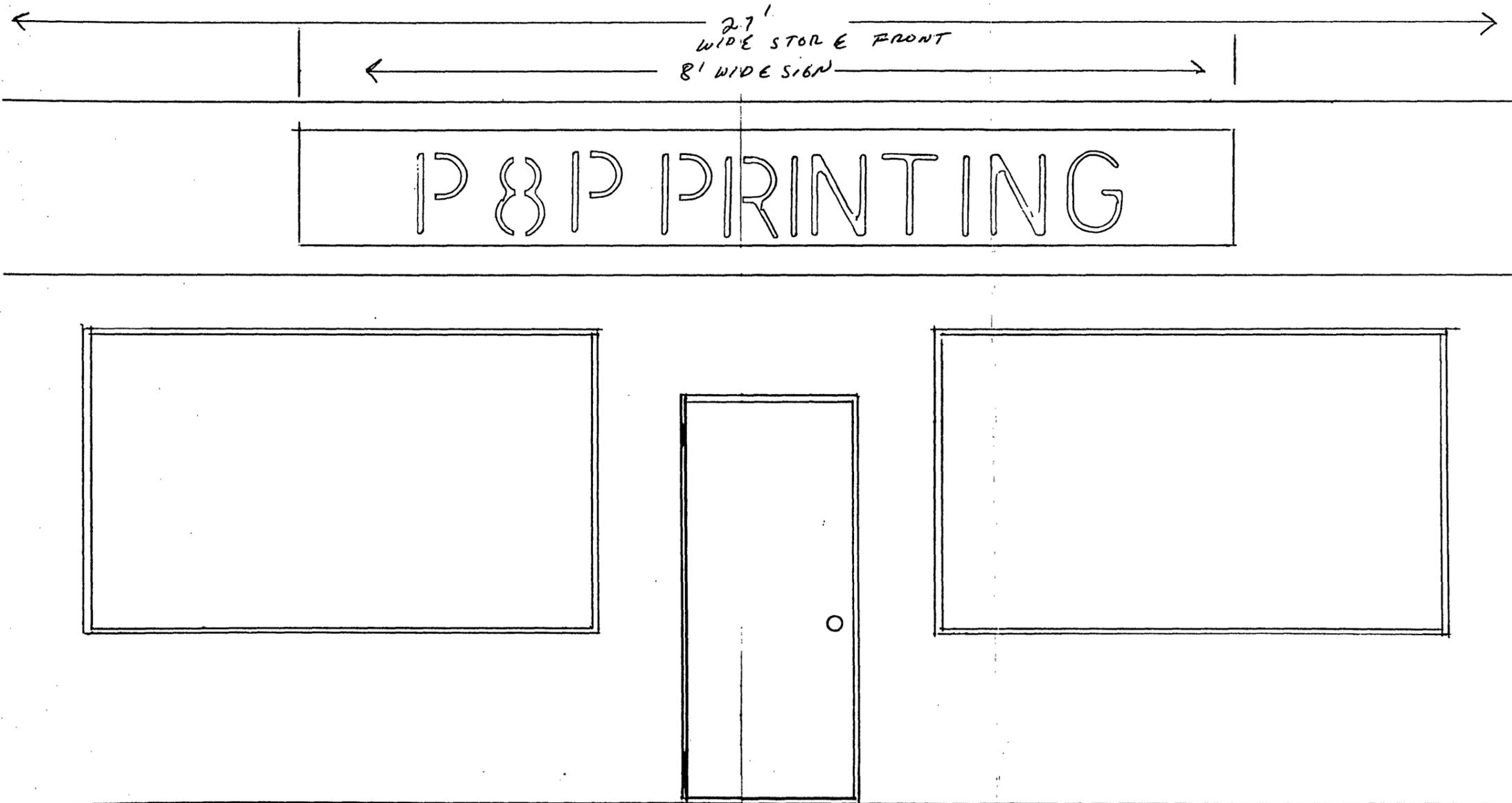
THE SIGNAGE REPRESENTS A TOTAL SIGN
 AREA OF 256 SQ FT FOR FOUR BUSINESS
 AT THIS LOCATION. THE LAYOUTS REPRESENT
 SIGNS FOR BOTH THE BUILDING AND
 ROAD SIGNS. WE ARE ASKING THE TOWN
 FOR A SIGN VARIANCE IN THE AMOUNT
 OF 216 SQ FT.

BEST

PIKE PICARD



EACH INDIVIDUAL SIGN MEASURES 2' X 6' = 12 SQ FT EACH TIMES 2 SIDES = 24 SQ FT
 24 SQ FT EACH SIGN TIMES 4 SIGNS = 96 SQ FT TOTAL ROAD SIDE
 ONE ROAD SIDE SIGN FOR TEMPLE HILL ROAD @ 96 SQ FT
 ONE ROAD SIDE SIGN FOR UNION AVE ROAD @ 96 SQ FT



EACH SIGN MEASURES 2' DEEP X 8' WIDE @ 16 SQ FT
 FOUR STORE FRONT SIGNS NEEDED @ 16 SQ FT EACH FOR A TOTAL SIGNAGE @ 64 SQ FT ON BUILDING

SCALE 1/2" = 1 FT

May 30, 1985

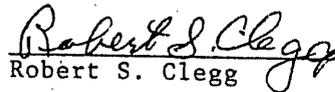
Mr. & Mrs. Howard J. Picard, III
70 Wells Road
Newburgh, N.Y. 12550

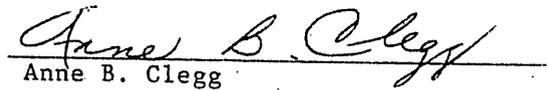
RE: Robert S. Clegg and Anne B. Clegg to
Howard J. Picard, III and Carole D. Picard
Approx: 1½ acres vacant land

Dear Mr. & Mrs. Picard:

I hereby authorize you to proceed with the necessary
variances on my property located on Temple Hill Road, Town of
New Windsor, New York.

Very truly yours,


Robert S. Clegg


Anne B. Clegg

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless a different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE:

CONTRACT OF SALE made as of the 12th day of March, 19 85

PARTIES:

BETWEEN
 ROBERT S. CLEGG, ~~owner~~ residing at 4 Innis Avenue, Town of Newburgh,
 Address: and ANNE B. CLEGG, residing at 4 Innis Avenue, Town of Newburgh, Orange
 County, New York,
 hereinafter called "SELLER", who agrees to sell;

and
 HOWARD J. PICARD, III, and CAROLE D. PICARD,
 husband and wife both residing at 70 Wells Road, Town
 of Newburgh, Orange County New York

Address: 41 Windsor Highway, Town of New Windsor, Orange County, New York
 hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the
 "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

PREMISES:

Street Address: Temple Hill Road, New Windsor, NY
 Tax Map Designation:

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL
 PROPERTY:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states 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, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, 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,

PURCHASE
 PRICE:

1. (a) The purchase price is \$ 3,000.00

Payable as follows:

On the signing of this contract, by check subject to collection: (\$100 already pd) \$ 5,000.00 *

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 43,000.00

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ _____ for its preparation.

makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the 12th day of March, 19 85

PARTIES: BETWEEN
ROBERT S. CLEGG, ~~with Anne B. Clegg~~ residing at 4 Innis Avenue, Town of Newburgh,
Address: and ANNE B. CLEGG, residing at 4 Innis Avenue, Town of Newburgh, Orange
County, New York,
hereinafter called "SELLER", who agrees to sell;

and
HOWARD J. PICARD, III, and CAROLE D. PICARD,
husband and wife both residing at 70 Wells Road, Town
of Newburgh, Orange County New York

Address: 41 Windsor Highway, Town of New Windsor, Orange County, New York
hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the
"PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

PREMISES: Street Address: Temple Hill Road, New Windsor, NY
Tax Map Designation:

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL PROPERTY: The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES,
unless specifically excluded below. SELLER states 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, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows,
window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds,
dishwashers, washing machines, 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,

PURCHASE PRICE: 1. (a) The purchase price is \$ 3,000.00

Payable as follows:

On the signing of this contract, by check subject to collection: (\$100 already pd) \$ 5,000.00 *

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 43,000.00

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it
will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended
or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board
of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and
the attorney's fee in the amount of \$ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the
unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the
price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and
that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER
shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account
to SELLER at CLOSING.

*to be held ^{in escrow} by sellers attorney pending closing of title

EXISTING MORTGAGES:

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:

Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year, presently payable _____ in installments of \$ _____, which include principal, interest, and with any balance of principal being due and payable on _____

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

ACCEPTABLE FUNDS:

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, 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, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of Five Hundred and 00/100 (\$ 500.00) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"SUBJECT TO" PROVISIONS:

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- d. Building & Zoning ordinances and the regulations of the Town of New Windsor.
- e. Such state of facts as an accurate survey and personal inspection of said premises may disclose. *
- f. Covenants, conditions, grants and restrictions of record, if any. *
- g. Public utility grants of record. Providing same do not render title unmarketable.

TITLE COMPANY APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as _____ providing same does not render title unmarketable. _____ any member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy; subject only to the matters provided for in this contract.

CLOSING DEFINED AND FORM OF DEED:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

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

CLOSING DATE AND PLACE:

7. CLOSING will take place at the office of Angelo Darrigo, Esq. 47 So. Plank Rd. Newburgh, NY at 11:00 a.m. o'clock on or about June 15 1985

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than James S. O'Neill and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement)

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of _____ street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S CERTIFICATE OR LETTER AS TO EXISTING MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE WITH STATE AND MUNICIPAL DEPARTMENT VIOLATIONS AND ORDERS:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

ACCEPTABLE FUNDS:

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, 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, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of **Five Hundred and 00/100** (\$ 500.00) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"SUBJECT TO" PROVISIONS:

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- d. **Building & Zoning ordinances and the regulations of the Town of New Windsor.**
- e. **Such state of facts as an accurate survey and personal inspection of said premises may disclose.** *
- f. **Covenants, conditions, grants and restrictions of record, if any.** *
- g. **Public utility grants of record. Providing same do not render title unmarketable.**

TITLE COMPANY APPROVAL:

5. SELLER shall give and PURCHASER shall accept such title as ***providing same does not render title unmarketable** any member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy; subject only to the matters provided for in this contract.

CLOSING DEFINED AND FORM OF DEED:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a **Bargain & Sale w/covenants against grantor** deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

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

CLOSING DATE AND PLACE:

7. CLOSING will take place at the office of **Angelo Darrigo, Esq. 47 So. Plank Rd. Newburgh, NY** at **11:00 a.m.** o'clock on or about **June 15 1985**

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than **James S. O'Neill**

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement)

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of a street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S CERTIFICATE OR LETTER AS TO EXISTING MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE WITH STATE AND MUNICIPAL DEPARTMENT VIOLATIONS AND ORDERS:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

OMIT IF THE PROPERTY IS NOT IN THE CITY OF NEW YORK:

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

INSTALLMENT ASSESSMENT:

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

(a) rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

**WATER
METER
READINGS:**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

**ALLOWANCE
FOR UNPAID
TAXES, ETC.:**

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

**USE OF
PURCHASE
PRICE TO PAY
ENCUM-
BRANCES:**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

**AFFIDAVIT
AS TO
JUDGMENTS,
BANKRUPT-
CIES.:**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

**DEED
TRANSFER
AND
RECORDING
TAXES:**

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

**PURCHASER'S
LIEN:**

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

**SELLER'S
INABILITY
TO
CONVEY AND
LIMITATION
OF
LIABILITY:**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

**CONDITION
OF
PROPERTY:**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

**ENTIRE
AGREEMENT:**

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

**CHANGES
MUST BE IN
WRITING:**

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

**SINGULAR
ALSO
MEANS
PLURAL:**

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. Subject to the purchasers obtaining full necessary approval to enter a building on the premises to the specifications of the purchasers which will allow the purchasers to continue to operate the business of P & P Quick Copy Center, Inc. presently located at 41 Windsor Highway in the Town of New Windsor, New York.

ALLOWANCE FOR UNPAID TAXES, ETC.:

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES.:

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

DEED TRANSFER AND RECORDING TAXES:

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

PURCHASER'S LIEN:

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

SELLER'S INABILITY TO CONVEY AND LIMITATION OF LIABILITY:

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

CONDITION OF PROPERTY:

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

ENTIRE AGREEMENT:

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

CHANGES MUST BE IN WRITING:

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

SINGULAR ALSO MEANS PLURAL:

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it

25. Subject to the purchasers obtaining full necessary approval to erect a building on the premises to the specifications of the purchasers which will allow the purchasers to continue to operate the business of P & P Quick Copy Center, Inc. presently located at 41 Windsor Highway in the Town of New Windsor, New York.

In Presence Of:

Robert Clegg
Anne B. Clegg
Howard J. Picard
Carole D. Picard

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

RE: PUBLIC HEARINGS BEFORE THE ZBA - June 24, 1985

DATE: June 12, 1985

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

P & P QUICK COPY CENTER, INC./CLEGG - Request for use, area and sign variances

I have attached hereto copy of the pertinent application together with public hearing notice which was published in The Sentinel.

Patricia Delio, Secretary
Zoning Board of Appeals

/pd

Attachments

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

85-25

Date: 6/10/85

- I. Applicant Information: John C. Clegg and
- (a) Robert S. Clegg, 4 Innis Ave., Newburgh, N. Y. x
(Name, address and phone of Applicant) (Owner)
- (b) P. & P. Quick Copy Center, Inc., 41 Windsor Hwy. -
(Name, address and phone of purchaser or lessee)
- (c) Shaw Engineering, 162 Grand St., Newburgh, N.Y.
(Name, address and phone of ~~attorney~~ engineer)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- Use Variance Sign Variance
 Area Variance Special Permit

III. Property Information:

- (a) PI Temple Hill Road 4-2-3.12 1.3 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 8/11/69
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit previously? no When? -
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? Yes - 5/23/85
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NONE

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use _____ Regs., Col. A, to allow:
(Describe proposal) Construction of 10,000 sq. ft. commercial structure to house copy center. Also, applicant intends to include in the proposed structure, three office rental units. Use variance is requested for the retail sales portion of applicant's application.

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

Applicant proposes to construct a commercial building to house copy center. Area is zoned Planned Industrial which is generally conducive to the use requested; that the plight of the owner is due to unique circumstances in that the parcel is 1.3 acres in size.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs., Cols. 5 & 10.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>40,000</u>	<u>56,541 s.f.</u>	
*** Min. Lot Width <u>150 ft.</u>	<u>147 ft.</u>	<u>3 ft.-Temple Hill Rd.</u>
Reqd. Front Yd. <u>50 ft.</u>	<u>50 ft.</u>	
Reqd. Side Yd. <u>15'</u>	<u>22'</u>	<u>7'</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt. <u>11 ft. max</u>	<u>16 ft.</u>	<u>5 ft.</u>
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio** <u>.60</u>	<u>.18</u>	
*** Min. Lot Width <u>150 ft.</u>	<u>90 ft.</u>	<u>60 ft.-Union Ave.</u>

* 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.

In order to construct the building for commercial use, certain area variances are sought which would result in practical difficulty to the applicant if same could not be obtained. There is no other relief available other than area variances.

VI. Sign Variance:

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

	Requirements	Proposed or Available	Variance Request
Temple Hill-Bldg Sign 1	<u>40 s.f.</u>	<u>16 s.f.</u>	
" " -F.S. Sign 2		<u>30 s.f.</u>	
Union Ave. -F.S. Sign 3		<u>27 s.f.</u>	
(Directory) Sign 4			
Sign 5			
Total	<u>40 sq.ft.</u>	<u>73 sq.ft.</u>	<u>33 sq.ft.</u>

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

Please see attached sketch of proposed signage.
Additional signage will be required to advertise
new business on both access roads (Union/Temple Hill Rd.)
However, the signage fronting on Union Avenue (the resi-
dential section) will be of smaller area than the sign
on Temple Hill Road.

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

(See attached sketch for details).

VII. Special Permit:

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

VIII. Additional comments:

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

Building will be constructed in conformance with
neighboring commercial structures. Attractive land-
scaping will be provided with grass and plantings.
Safe ingress and egress is planned from both Union Avenue
and Temple Hill Road.

IX. Attachments required:

- x Copy of letter of referral from Bldg./Zoning Inspector.
- x Copy of tax map showing adjacent properties.
- x Copy of contract of sale, lease or franchise agreement.
- x 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.
- x Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR.
- n/a Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date June 10, 1985

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.

Howard Picard
(Applicant)

Sworn to before me this

7th day of June, 1985.

Patricia Delio

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

XI. ZBA Action:

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

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

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

85-25.20A

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No.

Date MAY 23, 1985

To Howard Picard
(Clegg, John S & Robt S. (owner))
4 Sunis Ave. - Newb.

PLEASE TAKE NOTICE that your application dated 5-2- 1985
for permit to Build 10,000 SF Commercial
at the premises located at (UNION) TEMPLE HILL BUILDING
ROAD

is returned herewith and disapproved on the following grounds:

NEED PI for COMMERCIAL VARIANCE
FRONT WIDTH BOTH 147 to 150
UNION AVE. AND TEMPLE HILL ROAD
HEIGHT VARIABLE 11 to 22 feet

Paul V. Connor
Building Inspector

- ① Use Variance
- ② Area - (a) Lot width - Union Ave. - 60 ft.
Temple Hill Rd. - 3 ft.
(b) Bldg. height - 11 ft.
- ③ Sign Variance -

SBL
4-2-3.12.

B.

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

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

Local File No. 85-25

1. Municipality Town of New Windsor Public Hearing Date 6/24/85

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

2. Applicant: NAME P&P Quick Copy Center, Inc. / Clegg, John C. & Robt. S.

Address Windsor Highway, New Windsor

Attorney, Engineer, Architect Shaw Engineering, 162 Grand St., Newb.

3. Location of Site: Northside of Temple Hill Rd. - New Windsor
(street or highway, plus nearest intersection)

Tax Map Identification: Section 4 Block 2 Lot 3.12

Present Zoning District PI Size of Parcel 1.3 acres

4. Type of Review:

Special Permit Use*

Variance* { Use - See applications & site plan attached.
Area - _____

Zone Change* From: _____ To: _____

Zoning Amendment* To Section: _____

Subdivision** Major _____ Minor _____

6/10/85
Date

Patricia Delin
Signature and Title

*Cite Section of Zoning Regulations where pertinent

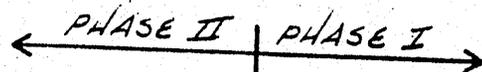
**Three (3) copies of map must be submitted if located along County Highway, otherwise, submit two (2) copies of map.

SITE PLAN ZONING SCHEDULE

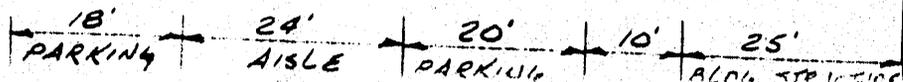
S 4 B 2 L 3.12.

P.I.

ITEM (ZONE PI)	REQUIRED	PROVIDED
Lot Area	40,000 S.F.	56,541 S.F.
Lot Width (Temple Hill Road)	150 FT.	147 FT.
Lot Width (Union Ave.)	150 ft.	90 ft.
Front Yard Depth (Temple Hill Road)	50 FT.	117 FT.
Front Yard Depth (Union Avenue)	50 FT.	183 FT.
Side Yard Width-One	15 FT.	22 FT.
Side Yard Width-Both	40 FT.	47 FT.
Rear Yard	N.A.	N.A.
Floor Area Ratio	.60	.18
Building Height	11 FT. MAX.	22 FT.
6 Inches Per Foot To Nearest Lot Line		
Off Street Parking:		
1. Sales/Retail	15 Spaces	15 Spaces
One Space For Every 200 S.F. Of Retail Area (3,000 S.F.)		
2. Office	13 Spaces	13 Spaces
One Space For Every 200 S.F. Of Office Area (2,500 S.F.)		
3. Warehouse/Production	5 Spaces	7 Spaces
One Space For Every 1000 S.F. of Storage Area (4,500 S.F.)		
Total Parking Spaces	33 Spaces	35 Spaces

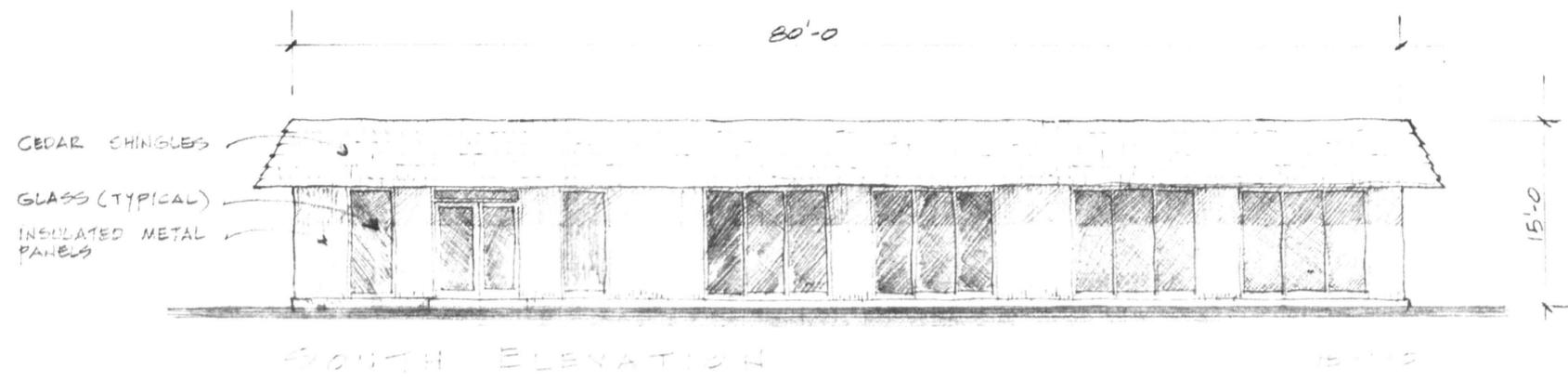


1/2 SUSAN & MARK FISHER



150
90
60 ft.

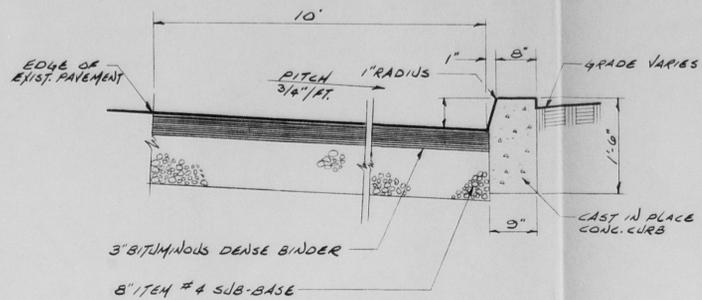
(2) 10" W.I.C. CHAIN L.I.N.



P & P QUICK COPY CENTER
 TEMPLE HILL ROAD NEW WINDSOR NY

ERIC A. BORCH / ARCHITECT
 [Redacted Box]
 9 East Stone Street / Newburgh / New York 12550 914-565-6113

Shaw Engineering
 Consulting Engineers
 162 Grand Street Newburgh N.Y. 12550



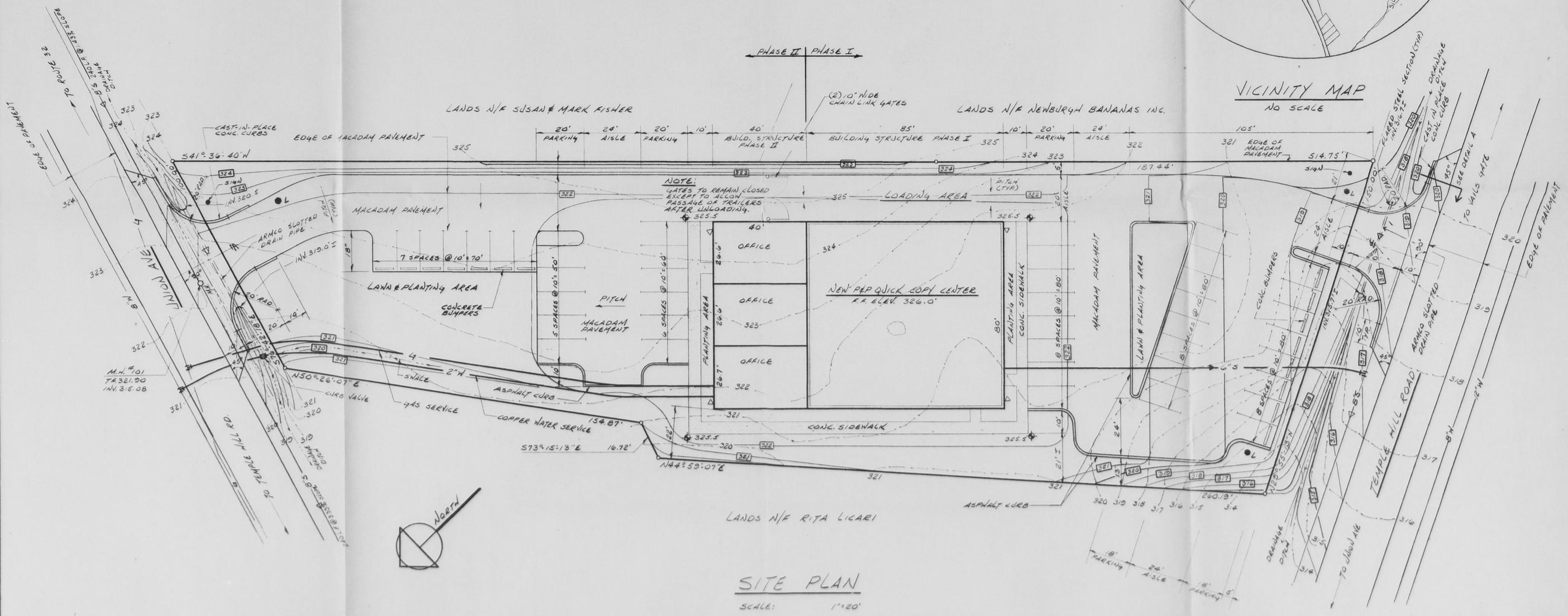
DETAIL A
NOT TO SCALE

SITE PLAN ZONING SCHEDULE		
ITEM (ZONE PI)	REQUIRED	PROVIDED
Lot Area	40,000 S.F.	56,541 S.F.
Lot Width (Temple Hill Road)	150 FT.	147 FT.
Front Yard Depth (Temple Hill Road)	50 FT.	117 FT.
Front Yard Depth (Union Avenue)	50 FT.	183 FT.
Side Yard Width-One	15 FT.	22 FT.
Side Yard Width-Both	40 FT.	47 FT.
Rear Yard	N.A.	N.A.
Floor Area Ratio	.60	.18
Building Height 6 Inches Per Foot To Nearest Lot Line	11 FT. MAX.	16 FT.
Off Street Parking:		
1. Sales/Retail One Space For Every 200 S.F. Of Retail Area (3,000 S.F.)	15 Spaces	15 Spaces
2. Office One Space For Every 200 S.F. Of Office Area (3,500 S.F.)	18 Spaces	18 Spaces
3. Warehouse/Production One Space For Every 1000 S.F. of Storage Area (3,500 S.F.)	4 Spaces	7 Spaces
Total Parking Spaces	37 Spaces	42 Spaces

LEGEND		NEW	
--- 325 ---	CONTOUR LINE	--- 325 ---	FINAL GRADE
+ 325.5	SPOT ELEVATION	● 325.5	SPOT ELEVATION
— B'W —	WATER MAIN	---	SWALE/DRAINAGE DITCH
— B'S —	SANITARY SENDER	●	LAMP POLE
○ M.H.	MANHOLE	—	EXTERIOR WALL LIGHTING
— G —	GAS MAIN		
○	UTILITY/LIGHT POLE		
○	ROCK OUTCROP		



VICINITY MAP
NO SCALE



SITE PLAN
SCALE: 1"=20'

Shaw Engineering
Consulting Engineers
162 Grand Street
Newburgh N.Y. 12550

1	ADDITIONAL PARKING	PHASE II	6/20/85
ISSUE	REVISION	DATE	

Drawn By: **AE**
Checked By: **AE**
Scale: 1"=20'
Date: 5-2-85

Drawing: **SITE PLAN**
Project: **P&P QUICK COPY CENTER**
TEMPLE HILL ROAD
NEW WINDSOR, N.Y.

Project No. **8502**