

ZB# 92-46

Andre Morin

63-1-1.2

Prelim.

11/23/92.

Need copies of:

- ① Need it
- ② Title report ^{we} have from
- ③ Photos of old file.
- ④ Fees: ① 50.00 of 250.00 4.

Public Hearing: 12/19/92.

Make copy of

P.H. April 13, 1992
for all members.

Motion to Sched.

Notice to Sentinel 1/30/92.

Adjourning to

Jan. 11, 1993

Oxford

ESSELTE

NO. 753 1/3

MADE IN U.S.A.

Feb. 8, 1993

Pending Agreement

P.H. continued 3/8/93

March 8, 1993,

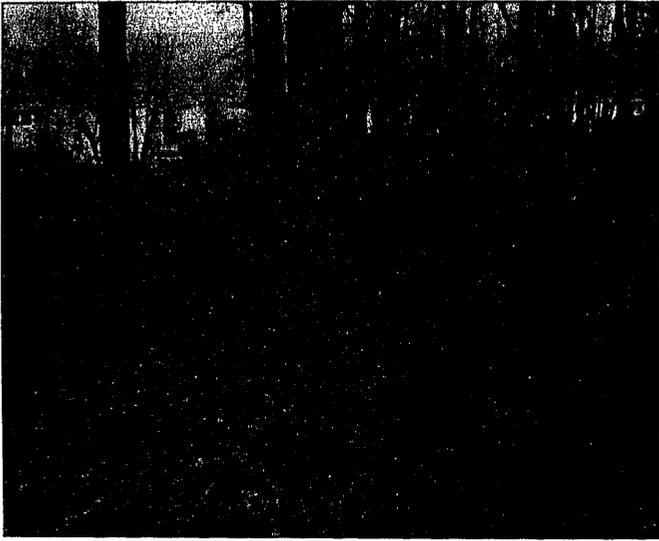
Area balance

Granted

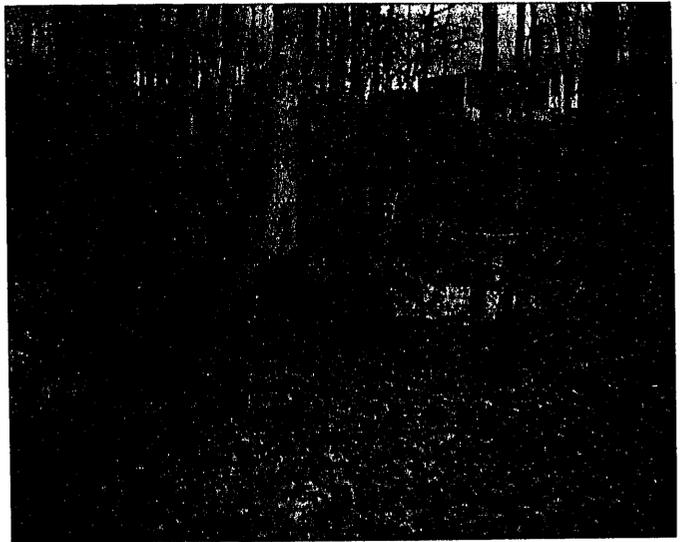
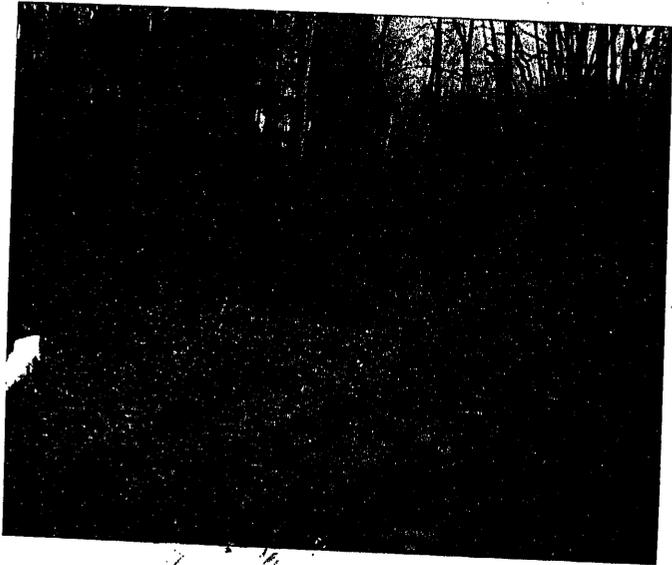
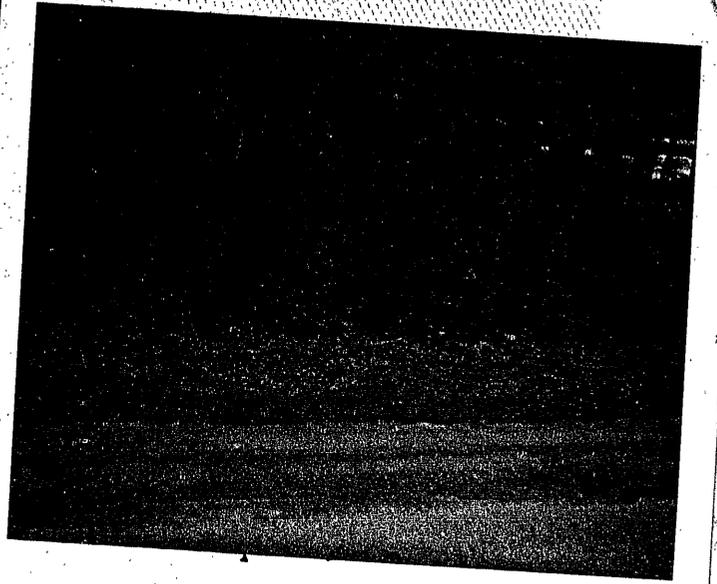
3/8/93.

#92-46-Morin, Andre.

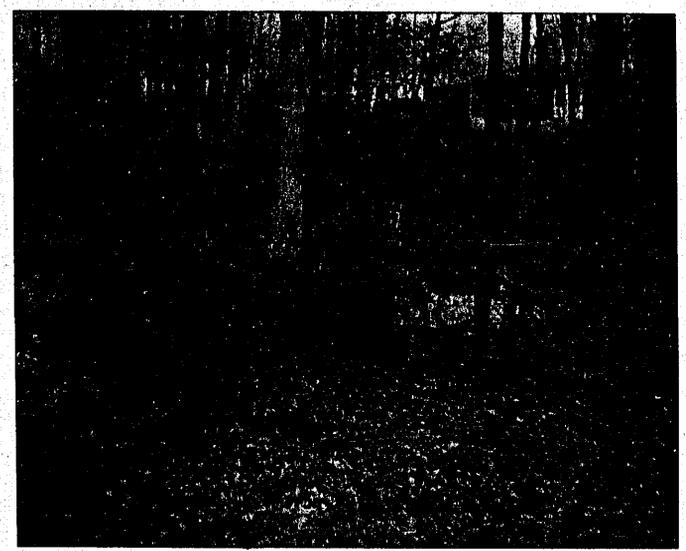
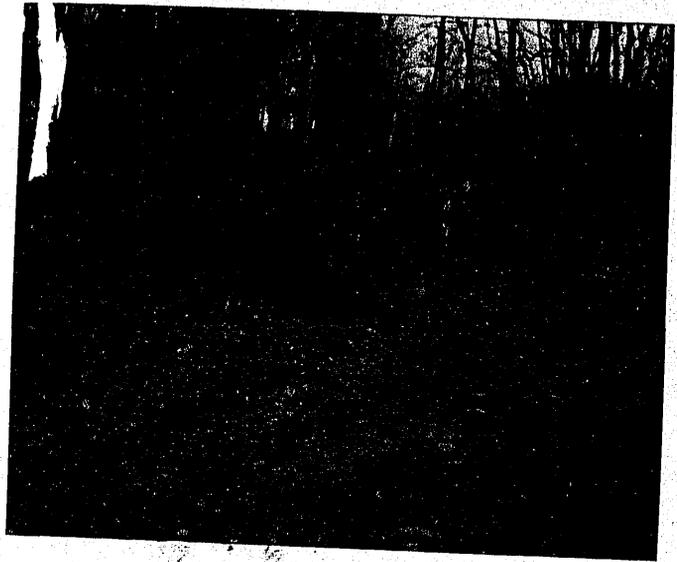
street frontage



A



10.5



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

GENERAL RECEIPT

13023

November 30 19 92

Received of Andre and Claudette Morin \$ 50.00
Fifty and 00/100 DOLLARS

For Zoning Board application Fee 92-46

DISTRIBUTION:

FUND	CODE	AMOUNT
OB# 1622		\$ 50.00

By Pauline St. Townsend
Town Clerk

Title

5207.0110 - Joan Mesaris

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Morin, Andre'

FILE # 22-46.

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 pd

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 pd

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE	<u>11/28/92 - 5 pages</u>	\$ <u>22.50</u>
2ND PRELIM. MEETING - PER PAGE	<u>12/4/92 - 3.1 pages</u>	\$ <u>139.50</u>
3RD PRELIM. MEETING - PER PAGE	<u>2/8/93 - 15 pages</u>	\$ <u>67.50</u>
PUBLIC HEARING - PER PAGE	<u>3/8/93 - 3 pages</u>	\$ <u>13.50</u>
TOTAL		\$ <u>243.00</u>

ATTORNEY'S FEES:

PRELIM. MEETING -	<u>.2</u>	HRS.	..	..	..	\$	_____
P.H. - 2ND PRELIM.	<u>.2</u>	HRS.	..	..	..	\$	_____
P.H. - 3RD PRELIM.	<u>.0</u>	HRS.	..	..	..	\$	_____
1st - PUBLIC HEARING	<u>.8</u>	HRS.	..	..	..	\$	_____
FORMAL DECISION	<u>2.8</u>	HRS.	..	..	..	\$	_____
4th - P.H.	<u>.0</u>	HRS.	..	..	..	\$	_____
TOTAL HRS.	<u>4.2</u>	@ \$ <u>150.-</u>	PER HR.	\$ <u>630.00</u>	TOTAL	\$ <u>630.00.</u>	

MISC. CHARGES:

_____ \$ _____
 TOTAL \$ 873.00

LESS ESCROW DEPOSIT \$ 250.00
 (ADDL. CHARGES DUE) \$ 623.00 due
 REFUND TO APPLICANT DUE \$ _____

(ZBA DISK#7-012192.FEE)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

March 15, 1994
FAX:914-563-4693

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
427 Little Britain Road
P. O. Box 2280
Newburgh, N. Y. 12553

Attn: Mark C. Taylor, Esq.

RE: EXTENSION OF VARIANCE #92-46
ANDRE MORIN - 63-1-1.2
Your File No. 1051.2

Dear Mr. Taylor:

This is to confirm that an additional one-year extension of the above-entitled variance was granted at the March 15, 1994 meeting of the Zoning Board of Appeals. The variance is now extended to April 26, 1995.

If I can be of further assistance to you, please do not hesitate to contact me.

Very truly yours,

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

/pd

cc: Building Inspector Babcock
Town Planning Board

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

file ^{ZBA}
file -

M. J. RIDER (1906-1968)
ELLIOTT M. WEINER (1915-1990)

DAVID L. RIDER
CHARLES E. FRANKEL
MOACYR R. CALHELHA
MICHAEL J. MATSLER
DONNA M. BADURA
MAUREEN CRUSH
MARK C. TAYLOR
RODERICK E. DE RAMON

427 LITTLE BRITAIN ROAD
POST OFFICE BOX 2280
NEWBURGH, NEW YORK 12550

TEL. (914) 562-9100

FAX 914-562-9126

CRAIG F. SIMON
OF COUNSEL

KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

February 16, 1994

Town of New Windsor
Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12553

Attn: ~~Chairman James Nugent~~ and Members of the Board

Re: Andre Morin w/Town of New Windsor;
Area Variance For Frontage
Section 63, Block 1, Lot 1.2
Our File No. 1051.2

Dear Chairman Nugent and Members of the Board:

We represent Andre Morin. As you may recall on March 8, 1993, your Board granted an area variance for frontage for the above referenced 1.9 acre parcel owned by our client, permitting the construction of one single family residence.

Due to the financial difficulties associated with the hospitalization of his wife as well as the tragic death of his father (who was also his business associate) in a traffic accident, Mr. Morin has had to defer pursuing the project. A building permit has therefore not been obtained.

We respectfully request that the Board grant a one year extension to the variance due to expire next month. We ask that the matter of the extension be placed on your next available agenda for decision.

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

Town of New Windsor
Zoning Board of Appeals
Page Two
February 16, 1994

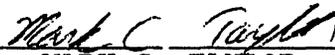
Please do not hesitate to contact us if you require further information or our attendance.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: _____


MARK C. TAYLOR

cc: Mr. Andre Morin
J. Tad Seaman, Esq.

March 14, 1994

2

MORIN, ANDRE

MR. NUGENT: Request for Extension of one year on variance granted. Formal decision dated 4/26/93. We have a letter in our packet from Rider Weiner in regards to Andre Morin request for extension of one year on the variance that we granted him back in April of last year. I'll accept a motion on it.

MR. HOGAN: Make a motion.

MR. TORLEY: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. HOGAN	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

NEW WINDSOR ZONING BOARD OF APPEALS

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In the Matter of the Application of

ANDRE MORIN,

DECISION GRANTING
AREA VARIANCE

#92-46.

-----x

WHEREAS, ANDRE MORIN, residing at 643 Route 9W, Newburgh, New York 12550, has made application before the Zoning Board of Appeals for a 35 ft. variance from the required street frontage in order to create a buildable lot on the south side of Hickory Avenue in Beaver Dam Lake in an R-4 zone; and

WHEREAS, the applicant, ANDRE MORIN, previously presented the same application to the Zoning Board of Appeals, under File #92-7 at a public hearing which was held on the 13th day of April, 1992, and at the conclusion of said public hearing, this Board voted on a motion to grant the variance requested by the applicant, and there were not a sufficient number of "aye" votes to carry the motion, and subsequently, this Board adopted a Decision Denying Area Variance, dated September 14, 1992, on said application, which was predicated upon former Section 267 of the Town Law of the State of New York, as it was in effect prior to July 1, 1992, since said public hearing was conducted on April 13, 1992, and this Board hereby incorporates the record and decision on said prior application herein to the extent that the findings and conclusions therein have not been rendered moot by the subsequent amendment of the Town Law of the State of New York which repealed the said former Section 267, and added in its place new Sections 267, 267-a, 267-b, and 267-c, all effective as of July 1, 1992; and

WHEREAS, the applicant, ANDRE MORIN, has made this same application to the Zoning Board of Appeals subsequent to the aforesaid amendments of the Town Law of the State of New York and now seeks a determination of his area variance application pursuant to the amended provisions of said Town Law, as the same are in effect after July 1, 1992; and

WHEREAS, a public hearing was held on the 14th day of December, 1992 and was adjourned to and continued on the 11th day of January, 1993 to allow applicant and his attorney the opportunity to meet with the Attorney for the Town and the adjacent residents. The public hearing was further adjourned to and continued on the 25th day of January, 1993 in order to allow time for the applicant and his attorney to try to work out a mutually acceptable agreement with the Attorney for the Town and the adjacent residents. The public hearing was then further adjourned to and continued on the 8th day of February, 1993 pending the drafting of an agreement between Mr. Morin and the Town of New Windsor regarding the road which would be utilized in order to gain access to this parcel. The public hearing was finally adjourned to and continued on the 8th day of March, 1993

at which time copies of the executed agreement were reviewed by the Zoning Board members; and

WHEREAS, the applicant, ANDRE MORIN, appeared with his attorney, Mark C. Taylor, Esq. of Rider, Weiner, Frankel & Calhelha, both of whom spoke in support of the application; and

WHEREAS, the public hearings were attended by a number of spectators who spoke in connection with the application, to wit, Mary Ann Buscemi and Ed Buscemi, who own a parcel of property immediately adjacent to the 25 ft. wide "flag" portion of the applicant's lot and who were opposed to the application on the grounds that the existing drainage in the area is very poor and water backs up both on the subject lot and onto their lot and that this creates a health hazard and a danger if the lot is developed; Larry Rossini, who resides on Hickory Avenue and who was opposed upon the grounds that the subject property can be accessed through a public right-of-way down Willow Avenue instead of Hickory Avenue, and that the subject property contains two ponds shown on U.S.G.S. survey maps which might be affected by clearing, filling and building on the said property, and that this raises environmental issues, and that there has been severe flooding in the area due to drainage problems and that this affects the health and well being of the surrounding property owners; and Thereas Eggers, who resides on Chestnut Avenue, asked why the applicant does not have to appear before the Planning Board to present the development of this lot to that Board, rather than, or in addition to, the instant application before this Board for a variance from the required street frontage; and

WHEREAS, during the course of the public hearing on this matter which was spread over five separate meetings of the Board, the applicant and his attorney were afforded ample time to meet with the Attorney for the Town and with the adjacent residents in order to raise and attempt to resolve the issues regarding development of this lot as were raised at this Board's public hearing; and

WHEREAS, the Town of New Windsor and the applicant, ANDRE MORIN, ultimately entered into an agreement, dated the 3rd day of March, 1993, which addresses the concerns raised by the neighboring residents who appeared and spoke at this Board's public hearing and which places reasonable restrictions and conditions upon the applicant's development of the subject property in the event that this Board grants the variance requested by the applicant; and this Board must conclude that the said Agreement must have addressed to an adequate degree the concerns of the neighboring residents who spoke at the public hearing before this Board since none of said residents appeared before this Board's final public hearing on the 8th day of March, 1993 or raised any further question to the application; 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 residences and businesses as prescribed by law and published in The

Sentinel, also as required by law.

2. The evidence shows that the applicant is seeking permission to vary the provisions of the bulk regulations pertaining to required street frontage in order to create a buildable lot (tax lot 63-1-1.2) located in an in R-4 zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the required street frontage would be required in order to allow the subject lot to become a buildable lot, since the available street frontage from Hickory Avenue is only 25 ft., being deficient in street frontage by 35 ft., where 60 ft. of street frontage is required, and which would otherwise conform to the bulk regulations in the R-4 zone.

4. It appeared from the evidence presented by the applicant that the subject premises, although consisting of only a single tax lot, was originally shown on the subdivision map as 13 separate, 25 ft. wide lots.

5. It also appeared from evidence presented at the public hearing that 12 of these lots were intended to be utilized as three separate building lots, to wit, 4 lots, each with a width of 25 ft., would be combined into a single building lot which therefore would have dimensions of 100 ft. in width and varying from 250 to 265 ft. in depth, and the 13th lot of 25 ft. in width, which extends from the center lot, of the three building lots, to Hickory Avenue, would constitute a flag.

6. It also appeared from evidence presented at the public hearing that in order to develop the said three lots in this fashion, it would be necessary to construct approximately 300 ft. of road to reach the nearest lot as well as the additional 300 ft. of road in order to provide street frontage access to all three lots, making the total length of road to be constructed by the property owner, some 600 ft.

7. It further appeared from evidence presented at the public hearing that the applicant believed that construction of such a road would cost in the neighborhood of \$40,000. since the said road would have to be built to town road standards for its entire length in order to meet the street frontage requirements of the R-4 zone.

8. It is the finding of this Board that, if the applicant constructed such a road, no variance would be required since each of the three lots would meet and exceed the street frontage requirement of 60 ft. and the 25 ft. of street frontage for one of the three lots on Hickory Avenue would be surplus and an available alternative means of access to that lot.

9. It appeared from the evidence presented at the public hearing that the applicant did not wish to pursue this alternative because of the high cost of constructing such a road, and in addition, because the title to the land within the bounds of said road was unclear. The applicant was of the opinion that he would have to obtain the consent of the owners adjacent to

said road, on both sides thereof, for the entire length of the road he would have to construct in order to construct the same since it was not clear if the road was owned by the Town, or by the original subdivider, or by his heirs, testamentary beneficiaries, executors, distributees, administrators, successors or assigns.

10. Instead of proceeding in this fashion and seeking to utilize all three lots, the applicant submitted the instant application for a variance in which he intends to develop only a single lot which would have deficient street frontage on Hickory Avenue over the 25 ft. flag. The applicant could only proceed in this fashion if this Board grants the requested 35 ft. street frontage variance.

11. It appeared from the evidence presented by the neighbors at the public hearing that development of the applicant's property in this fashion, by constructing a driveway over the 25 ft. flag lot would be detrimental to the public health, safety and welfare, and would be a detriment to nearby properties and would have an adverse affect on the physical or environmental conditions in the neighborhood or zoning district since it apparently would aggravate the existing poor drainage conditions in the neighborhood. It also appeared from the evidence presented at the public hearing that, since the drainage problems have been ongoing for a number of years while the applicants land remains vacant, the said problems are a result of conditions in the area which are not caused solely by the applicant's property in its now-undeveloped state, nor are they solvable solely by the applicant if he is able to develop his property. The development of the applicant's property should not aggravate the existing drainage problem but he cannot be required to solve single-handedly drainage problems in the area which originate from problems outside the bounds of his lot.

12. Given this state of affairs, it appeared that possibly the applicant, the neighbors, and the Town of New Windsor could all work together to try to address the drainage problems in the neighborhood and, at the same time, allow the applicant reasonable development of his lot without putting him to the substantial expense of developing some 600 ft. of road to town road standards.

13. It appeared from evidence presented at the public hearing that, after several meetings among the applicant, his attorney, the neighbors, and the Attorney for the Town, a mutually acceptable Agreement dated the 3rd day of March, 1993, was entered into by and between the Town of New Windsor, and Andre Morin, the applicant herein. This Board hereby incorporates in this decision the aforesaid Agreement as if the same were set forth at length herein.

14. The aforesaid Agreement provides that, if this Board should grant the requested variances to the applicant, he would develop his property with only one single-family dwelling, that access would be over a lane extending beyond the end of the present Willow Avenue, and that the 25 ft. wide flag portion of

the lot would not be used as a means of access to the lot from Hickory Avenue. The lane which will provide access is to be improved to certain specified, minimum standards, all according to plans approved by the Engineer for the Town and to the satisfaction of the Fire Inspector for the town. The applicant will comply with recommendations of the Engineer for the Town for either control of drainage or modification of the ponds on the applicant's property (which modification of the ponds shall be subject to the jurisdiction of NYS DEC or any other regulatory agency having jurisdiction over the said ponds). In the event that the applicant or a subsequent owner elects to construct more than one house on the parcel, then Willow Avenue must be improved to town highway specifications from the end of Willow Avenue to a point which will allow access to each additional lot (and, in such event, it is the finding of this Board, that any variance which may be granted by this Board on the instant application shall cease and terminate, and be of no further force and effect).

15. The applicant indicated at the public hearing that the cost of developing the aforesaid lane as a driveway could be some \$5,000 versus a cost of some \$40,000 to develop the same to town highway specifications.

16. The evidence presented by the applicant further indicated that he had purchased the subject lot in 1982 and that he did not wish to improve or upgrade the paper streets which would be required in order for him to develop three lots on this parcel.

17. The evidence presented by the applicant also indicated that the present boundaries of the lot resulted from an amalgamation into a single tax lot of three separate subdivision lots which were created long prior to the adoption of the Zoning Local Law of the Town of New Windsor, New York.

18. It became evident at the public hearing that the applicant was seeking a variance from this Board because he possessed inadequate street frontage, although the lot far exceeded all other bulk requirements by a substantial margin.

19. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community since most of the lots in the neighborhood are either improved with residential dwellings on considerably smaller size lots, or are presently vacant, or are parkland.

20. While it is true that most of the lots in the neighborhood possess the required street frontage, the unique location of this lot on unimproved streets makes this deficiency one which is technical in nature, rather than being as large a departure from the bulk regulations as appears from a cursory look at the instant application.

21. The evidence presented by applicant substantiated the fact that the variance, if granted, would not have a negative impact on the physical or environmental conditions in the

neighborhood since the lot area of the subject lot will be substantially greater than that of existing, already developed, lots in the neighborhood, the proposed structure will fit in well with the other residential dwellings adjacent thereto, and the drainage problems in the area are addressed by the aforesaid agreement.

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

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

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure. The alternative of developing some some 600 ft. of road to town highway specifications is not feasible for an applicant seeking permission to build only one single-family dwelling due to the inordinate cost of developing what will only be an overbuilt driveway.

3. The requested variance is substantial in relation to the bulk regulations for lot area. However, it is the conclusion of this Board that the granting of the requested substantial variance is warranted here because the applicant's lot, with its present configuration, pre-existed the adoption of the Zoning Local Law of the Town of New Windsor, New York. Had the streets shown on the subdivision map been constructed, no variance would be required and the applicant would have three building lots. Such lots would not differ greatly from many of the neighborhood lots. Consequently, it is the conclusion of this Board that granting the requested variance, under the conditions improved by the aforesaid Agreement is warranted under the circumstances, is a currently suitable use for the property and minimizes the adverse impacts on the neighborhood and the applicant.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district. Any such adverse effects or impacts are mitigated and minimized to the extent possible by the protections contained in the aforesaid agreement.

5. The difficulty the applicant faces in conforming to the bulk regulations is not a self-created one. The lot had been configured in its present dimensions prior to the adoption of the Zoning Local Law of the Town of New Windsor, New York. As such it is a pre-existing lot. It is non-conforming only because the paper streets on which it fronts have not been constructed.

6. It is the feeling of this Board that the benefit to the applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested lot area variance is the minimum variance necessary and

adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

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

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 35 ft. street frontage variance in order to create a buildable lot at the above location in an R-4 zone, subject to a certain written Agreement, between the TOWN OF NEW WINDSOR and ANDRE MORIN, dated the 3rd day of March, 1993, a copy of which is attached to and made a part of this formal decision, in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

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

Dated: April 26, 1993.


Chairman

(ZBA DISK#8-091492.FD)

THIS AGREEMENT dated the 30th day of ~~February~~ ^{March}, 1993 between the TOWN OF NEW WINDSOR, a municipal corporation with its principal place of business at 555 Union Avenue, New Windsor, New York 12553, hereinafter referred to as "TOWN", and ANDRE MORIN, residing at 643 Route 9W, Middlehope, New York 12550, hereinafter referred to as "MORIN".

WHEREAS, MORIN has heretofore acquired certain parcels of land in the TOWN in the area of Beaver Dam Lake known as lots 1 through 12 and lot #51 in Section 17 as shown on the map entitled, "Beaver Dam Lake-Section 1" filed in the Orange County Clerk's Office on May 5, 1931 as map #1044. This property was acquired from Vincent J. Doce by deed dated October 27, 1970 and recorded in the Orange County Clerk's Office in 1860 at page 689. MORIN has applied for a building permit from the TOWN which has been denied due to insufficient road frontage on a town road. The MORIN parcel has access to Hickory Avenue by means of a 25 ft. strip of land that is known as parcel #51 in Section 17 of map 1044 and this connects Hickory Avenue to the major portion of the parcel, namely lots number 1 through 12 in Section 17.

The access to lots number 1 through 12 on Section 17 of map 1044 (hereinafter referred to as MORIN LOT) has been acquired by proceeding from the TOWN road known as Willow Avenue to a point at which the TOWN road ends, and thereafter along an unimproved lane to the MORIN LOT.

The TOWN believes it is in the best interests of all the residents in the area to allow for development of one (1) single-family dwelling on the MORIN LOT and to restrict the access to the current means of access, namely, from Willow Avenue to the MORIN LOT via an unimproved lane and that the access from

Hickory Avenue via the 25 ft. strip of land known as lot #51 in Section 17 not be used for a means of access to the said lot. The issue of granting a variance that will be required from the New Windsor Zoning Board of Appeals for road frontage of less than 60 ft. will be determined by the New Windsor Zoning Board of Appeals. In the event the variance is granted, the parties hereto agree to the following conditions will apply in addition to any conditions that may be set by the Zoning Board of Appeals:

1. Access to the subject property shall be made from Willow Avenue and shall not be made across lot #51 of Section 15 of map 1044.

2. The TOWN acknowledges that lot #51 can provide access to the lot and is of sufficient width to accommodate a driveway to provide access.

3. The lane from Willow Avenue to the MORIN LOT shall be improved to ~~the private road specifications including~~ a minimum width of 15 ft. and a minimum of 6 inches run-of-bank material or approved shale as a base for the said road, all to be installed according to plans approved by the Engineer for the Town and to the satisfaction of the Fire Inspector for the TOWN.

4. MORIN hereby grants unto the Beaver Dam Lake Water Corporation a right-of-way across the MORIN LOT to continue access from Willow Avenue to the pump station that is generally northerly of the MORIN LOT. The said right-of-way shall be movable in accordance with the development plans of MORIN, however, MORIN shall not obstruct the road and any modification of the road shall be done in a manner that will allow continual passage during all times of the year by normal passenger vehicle from Willow Avenue to the pump station. MORIN shall not be

INITIAL HERE



required to remove snow from any portion of the road solely for the benefit of the water corporation.

5. MORIN will comply with the recommendations of the Engineer for the Town for either control of drainage or modification of the ponds on the MORIN property. It is acknowledged that the MORIN property and the lands generally to the east of the MORIN property are subject to flooding problems and that the control of drainage in this area is a matter of high priority for MORIN and for the neighbors. All modifications of the existing ponds shall be subject to the jurisdiction of NYS Department of Environmental Conservation or any other regulatory agency having jurisdiction over the said ponds.

6. Only one (1) house may be built on the MORIN LOT. In the event MORIN or any subsequent owner elects to put more than one (1) house on the parcel hereindescribed as the MORIN LOT, Willow Avenue must be improved to TOWN highway specifications from the end of Willow Avenue to a point that will allow access to each additional lot that is created from the MORIN LOT. All highway specifications shall be applicable to the road that will be constructed at the time of subdivision.

7. This agreement shall be in recordable form and shall be recorded at the expense of MORIN in the Orange County Clerk's Office immediately upon receipt of a variance.

8. Any dwelling that is constructed on the MORIN LOT shall be connected into the public sanitary sewer system. There shall be no septic tanks or leach fields placed on the MORIN LOT.

9. The TOWN does not represent that it either owns or has any rights to grant an easement or right-of-way over the extension of Willow Avenue beyond the point of the improved area

of Willow Avenue. The TOWN grants to MORIN the right to use Willow Avenue to the extent that the TOWN can grant the said permission.

10. It is acknowledged by MORIN that any failure to perform any of the terms and conditions of this agreement shall result in a revocation of a building permit or a certificate of occupancy for the dwelling and revocation of the variance that may be granted for the subject parcel.

TOWN OF NEW WINDSOR

(SEAL)

George A. Green
By George A. Green, Supervisor
Andre Morin
Andre Morin

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

On the 4th day of March, 1973, before me personally appeared GEORGE A. GREEN, to me known, who being by me duly sworn, did depose and say that he resides at 53 Farmstead Road, New Windsor, N. Y. 12553, that he is the Supervisor of the TOWN OF NEW WINDSOR, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that it was so affixed by Order of the Board of said corporation, and that he signed his name thereto by like order.

Pauline G. Townsend
Notary Public

PAULINE G. TOWNSEND
Notary Public, State of New York
No. 4643092
Appointed in Orange County
My Commission Expires December 31, 1993

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

On this 23^d day of February, 1993, before me personally came ANDRE MORIN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Mark C. Taylor
Notary Public

MARK C. TAYLOR
Notary Public, State of New York
Qualified in Orange County
#4949397
Commission Expires April 3, 1992

Corporate Acknowledgment:

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

On this _____ day of _____, 19____ before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the President of _____, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his(her) name thereto by like order.

Notary Public

Rec'd. TA office
2/23/93 (PAB)

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

M. J. RIDER (1906-1968)
ELLIOTT M. WEINER (1915-1990)

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MOACYR R. CALHELHA
MICHAEL J. MATSLER
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AMELIA T. DAMIANI**

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OF COUNSEL
KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

*ALSO ADM. IN FL
**ALSO ADM. IN NJ & PA

February 23, 1993

J. Tad Seaman, Esq., Town Attorney
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor
Our File No. 1295.3

Dear Tad:

Enclosed are four agreements between the Town of New Windsor and our client, Andre Morin, which have been signed by Mr. Morin. Please note, per our telephone conference, Paragraph 3 on Page 2 contains the lined out deletion we discussed. Our client has initialled that change.

Please present the Agreement to Supervisor Green for execution as soon as practicable so that the Zoning Board of Appeals may be advised the matter of the Agreement has been concluded. The Board of Appeals is reconvening the public hearing on the variance at its first meeting in March and anticipated the Agreement would be executed by that time. The Supervisor should also initial the modification on Page 2 in the place provided. Please return two fully executed copies of the Agreement to our office.

We have advised our client, who is hand delivering the Agreements, to provide the Town with a check or cash payment of \$25.00 representing the recording fee.

add to disbursements

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

J. Tad Seaman, Esq.
Page Two
February 23, 1993

Thank you once again for your courtesy and cooperation
in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb
Enclosures

By: Mark C Taylor
MARK C. TAYLOR

cc: Andre Morin
Michael Babcock, Building Inspector

Rec'd. TA office 12/21/92
(PAB)

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
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KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

December 18, 1992

*ALSO ADM. IN FL
**ALSO ADM. IN NJ & PA

J. Tad Seaman, Esq., Town Attorney
Town of New Windsor
555 Union Avenue
New Windsor, New York 12550

Re: Andre Morin/Town of New Windsor Area Variance
Our File No. 1051.2

Dear Tad:

Confirming our conversation of yesterday, the Board of Appeals adjourned the public hearing in the above referenced matter until January 11, 1992. In the interim, they have asked that our client meet with you and the concerned neighbors to see if a mutually agreeable solution to the situation can be found.

Mr. Morin will be out of Town until January 4, 1993. We suggest a meeting be held at the Town Hall on January 6th or 7th, preferably in the late afternoon or early evening, when as many neighbors can attend as wish to. Please let me know if either date is acceptable, and a time when a room would be available to hold such a meeting.

If the Town wishes us to mail a notice of the meeting to the neighbors, we'd be happy to do so if we are provided with a copy of a list of those who attended the hearing.

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

J. Tad Seaman, Esq.
Page Two
December 18, 1992

Thank you for your time and consideration in this matter.
Best wishes for the Holidays.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor
MARK C. TAYLOR

cc: Mr. Andre Morin
David L. Rider, Esq.
Richard Fenwick, Chairperson, Zoning Board of Appeals
Michael Babcock, Building Inspector

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

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*Rec'd
TA Office
1/5/93 - (PMB)*

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KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

January 4, 1993

Mr. and Mrs. Lawrence D. Rossini
268-E RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/ Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Mr. and Mrs. Rossini:

We represent Andre Morin in the above referenced matter. As you are aware, the New Windsor Board of Appeals adjourned its public hearing in the matter until a meeting was conducted between our client, the Town Attorney and affected neighbors.

We are advised that the Town Attorney will be available for a meeting on Wednesday, January 6, 1993 at 11:00 a.m. at the Town Hall, 555 Union Avenue, New Windsor, New York.

We would appreciate your appearance at this meeting.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

DMB/bb

By: _____
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

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RICHARD A. CHASE
LEGAL ASSISTANTS

January 4, 1993

Ms. Mary Ann Buscemi
268-B RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/ Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Buscemi:

We represent Andre Morin in the above referenced matter. As you are aware, the New Windsor Board of Appeals adjourned its public hearing in the matter until a meeting was conducted between our client, the Town Attorney and affected neighbors.

We are advised that the Town Attorney will be available for a meeting on Wednesday, January 6, 1993 at 11:00 a.m. at the Town Hall, 555 Union Avenue, New Windsor, New York.

We would appreciate your appearance at this meeting.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

DMB/bb

By: _____
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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LEGAL ASSISTANTS

January 4, 1993

Ms. April Gise
267-B RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/ Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Gise:

We represent Andre Morin in the above referenced matter. As you are aware, the New Windsor Board of Appeals adjourned its public hearing in the matter until a meeting was conducted between our client, the Town Attorney and affected neighbors.

We are advised that the Town Attorney will be available for a meeting on Wednesday, January 6, 1993 at 11:00 a.m. at the Town Hall, 555 Union Avenue, New Windsor, New York.

We would appreciate your appearance at this meeting.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

DMB/bb

By: _____
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

January 4, 1993

Ms. M. Leaden
268 RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/ Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Leaden:

We represent Andre Morin in the above referenced matter. As you are aware, the New Windsor Board of Appeals adjourned its public hearing in the matter until a meeting was conducted between our client, the Town Attorney and affected neighbors.

We are advised that the Town Attorney will be available for a meeting on Wednesday, January 6, 1993 at 11:00 a.m. at the Town Hall, 555 Union Avenue, New Windsor, New York.

We would appreciate your appearance at this meeting.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

DMB/bb

By: _____
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
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RICHARD A. CHASE
LEGAL ASSISTANTS

January 4, 1993

Mr. Ralph Rossini
268-E RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/ Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Mr. Rossini:

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We would appreciate your appearance at this meeting.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

DMB/bb

By: _____
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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LEGAL ASSISTANTS

January 4, 1993

Ms. Teresa Eggers
229-A RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/ Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Eggers:

We represent Andre Morin in the above referenced matter. As you are aware, the New Windsor Board of Appeals adjourned its public hearing in the matter until a meeting was conducted between our client, the Town Attorney and affected neighbors.

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Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

DMB/bb

By: _____
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

Rec'd.
TA office
1/6/93 (PAB)

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January 5, 1993

*ALSO ADM IN FL
**ALSO ADM IN NJ & PA

Mr. Ralph Rossini
268-E RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
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Our File No. 1051.2

Dear Mr. Rossini:

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Today we were contacted by the Town Attorney's office and advised, that at the request of Mr. Lawrence Rossini, the meeting will be postponed until a date and time next week to be determined by the Town Attorney.

We apologize for any inconvenience caused you in this matter. We have attempted to reach all concerned parties telephonically to advise them of the postponement.

The Town Attorney's office should be contacted for the rescheduled date. The telephone number is 563-4630.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor

MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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LEGAL ASSISTANTS

January 5, 1993

Mr. and Mrs. Lawrence Rossini
268-E RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

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Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor

MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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January 5, 1993

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268 RD 4
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New Windsor, New York 12553

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Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

January 5, 1993

Ms. April Gise
267-B RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Gise:

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Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

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RICHARD A. CHASE
LEGAL ASSISTANTS

January 5, 1993

Ms. Teresa Eggers
229-A RR 4
Chestnut Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Eggers:

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RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

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LEGAL ASSISTANTS

January 5, 1993

Ms. Mary Ann Buscemi
268-B RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Buscemi:

Yesterday, January 4, 1993 we wrote to you concerning a meeting to be conducted with the Town Attorney of the Town of New Windsor, on Wednesday, January 6, 1993 on the above matter.

Today we were contacted by the Town Attorney's office and advised, that at the request of Mr. Lawrence Rossini, the meeting will be postponed until a date and time next week to be determined by the Town Attorney.

We apologize for any inconvenience caused you in this matter. We have attempted to reach all concerned parties telephonically to advise them of the postponement.

The Town Attorney's office should be contacted for the rescheduled date. The telephone number is 563-4630.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Richard Fenwick, Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

Recid.
ZBA 1/11/93.
(PAB)

M J RIDER (1906-1968)
ELLIOTT M. WEINER (1915-1990)

DAVID L RIDER
CHARLES E. FRANKEL
MOACYR R. CALHELHA
MICHAEL J. MATSLER
DONNA M. BADURA
MAUREEN CRUSH
MARK C. TAYLOR
RODERICK E. DE RAMON
AMELIA T. DAMIANI**

*ALSO ADM IN FL
**ALSO ADM IN NJ & PA

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CRAIG F. SIMON
MARIA F. MELCHIORI
OF COUNSEL

KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

January 8, 1993

Mr. Ralph Rossini
268-E RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Mr. Rossini:

Please be advised that the meeting in the above referenced matter with the Town Attorney of the Town of New Windsor has been rescheduled for Wednesday, January 13, 1993 at 7:30 p.m. in Supervisor Green's conference room at Town Hall, 555 Union Avenue, New Windsor, New York.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Zoning Board Chairman ✓

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
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KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

January 8, 1993

Mr. and Mrs. Lawrence Rossini
268-E RR 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Mr. and Mrs. Rossini:

Please be advised that the meeting in the above referenced matter with the Town Attorney of the Town of New Windsor has been rescheduled for Wednesday, January 13, 1993 at 7:30 p.m. in Supervisor Green's conference room at Town Hall, 555 Union Avenue, New Windsor, New York.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

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KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

January 8, 1993

Ms. M. Leaden
268 RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Leaden:

Please be advised that the meeting in the above referenced matter with the Town Attorney of the Town of New Windsor has been rescheduled for Wednesday, January 13, 1993 at 7:30 p.m. in Supervisor Green's conference room at Town Hall, 555 Union Avenue, New Windsor, New York.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

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OF COUNSEL

KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

January 8, 1993

Ms. April Gise
267-B RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Gise:

Please be advised that the meeting in the above referenced matter with the Town Attorney of the Town of New Windsor has been rescheduled for Wednesday, January 13, 1993 at 7:30 p.m. in Supervisor Green's conference room at Town Hall, 555 Union Avenue, New Windsor, New York.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By:

Mark C Taylor

MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

ATTORNEYS & COUNSELLORS AT LAW

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MARIA F. MELCHIORI*
OF COUNSEL
KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

January 8, 1993

Ms. Teresa Eggers
229-A RR 4
Chestnut Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Eggers:

Please be advised that the meeting in the above referenced matter with the Town Attorney of the Town of New Windsor has been rescheduled for Wednesday, January 13, 1993 at 7:30 p.m. in Supervisor Green's conference room at Town Hall, 555 Union Avenue, New Windsor, New York.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: _____

Mark C. Taylor
MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Zoning Board Chairman

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

ATTORNEYS & COUNSELLORS AT LAW

M J RIDER (506-4565)
ELLIOTT M WEINER (515-4590)

DAVID L RIDER
CHARLES E FRANKEL
MOACYR R. CALHELHA
MICHAEL J MATSLER
DONNA M. BADURA
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OF COUNSEL

KATHERINE M. LANGANKE

RICHARD A. CHASE
LEGAL ASSISTANTS

January 8, 1993

Ms. Mary Ann Buscemi
268-B RD 4
Hickory Avenue
New Windsor, New York 12553

Re: Morin w/Town of New Windsor; Area
Variance for Frontage
Our File No. 1051.2

Dear Ms. Buscemi:

Please be advised that the meeting in the above referenced matter with the Town Attorney of the Town of New Windsor has been rescheduled for Wednesday, January 13, 1993 at 7:30 p.m. in Supervisor Green's conference room at Town Hall, 555 Union Avenue, New Windsor, New York.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C Taylor

MARK C. TAYLOR

cc: J. Tad Seaman, Esq., Town Attorney
Michael Babcock, Building Inspector
Zoning Board Chairman

Rec'd T/A
2/10/93

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

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CRAIG F. SIMON
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OF COUNSEL

KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

February 8, 1993

*ALSO ADM. IN FL
**ALSO ADM. IN NJ & PA

J. Tad Seaman, Esq.
Town Attorney
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

Re: Town of New Windsor w/Morin
Our File No. 1051.2

Dear Tad:

I have reviewed the proposed agreement between the Town and Andre Morin your office forwarded on Friday, February 5, 1993, with our client.

The only major concern raised by our review is with paragraph 3 on page 2, wherein it is provided Willow Avenue to the Morin lot shall be improved "to the private road specifications". It was our understanding that the lane would be improved to the width, and by the application of a base, as provided in the remainder of this provision of the proposed agreement, to the satisfaction of the fire inspector.

Our concern is that the private road specification may require much more than the base and width specified in the agreement. We understand 8 inches of crushed shale plus a 2 inch topcoat plus oil application and a minimum width of 18 feet plus 3 foot shoulders and drainage swales are required by the Town's specifications.

If that is the case, then our client does not achieve much by entering into the agreement and applying for a variance. He could almost as easily, put in a private road

J. Tad Seaman, Esq.
Page Two
February 8, 1993

with a T-turnaround or cul-de-sac on his property, giving enough "frontage" (35 feet) to satisfy the Code's requirements.

Please advise whether the Town objects to the deletion of the phrase: "the private road specifications including" from paragraph 3 of the agreement.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: _____


MARK C. TAYLOR

cc: Mr. Andre Morin

Rec'd
TA office
2/2/93 (PAB)

RIDER, WEINER, FRANKEL & CALHELHA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

M.J. RIDER (1906-1968)
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OF COUNSEL
KATHERINE M. LANGANKE
RICHARD A. CHASE
LEGAL ASSISTANTS

February 1, 1993

SENT VIA FACSIMILE-563-4693

J. Tad Seaman, Esq., Town Attorney
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

2 BA
file

Re: Morin w/Town of New Windsor
Our File No. 1051.2

Dear Tad:

As you are aware, our client Andre Morin is scheduled to appear before the Zoning Board of Appeals on February 8, 1993.

We would appreciate your forwarding the draft agreement you are preparing to the attention of the undersigned.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

RIDER, WEINER, FRANKEL & CALHELHA, P.C.

MCT/bb

By: Mark C. Taylor / MB
MARK C. TAYLOR

cc: Mr. Andre Morin

MORIN - FORMAL DECISION

MR. NUGENT: We have one more item on the agenda is the formal decision of Andre Morin.

MR. TANNER: Make a motion that we approve the formal decision for Andre Morin.

MR. TORLEY: Second.

MR. NUGENT: Roll call.

MR. TORLEY: Aye.

MR. NUGENT: Aye.

MR. TANNER: Aye.

MR. HOGAN: Aye.

MR. LANGANKE: Aye.

MR. TANNER: Motion to close.

MR. TORLEY: Second.

MR. NUGENT: Roll call.

MR. TORLEY: Aye.

MR. NUGENT: Aye.

MR. TANNER: Aye.

MR. HOGAN: Aye.

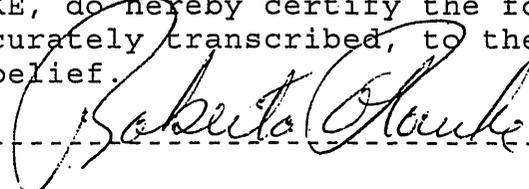
MR. LANGANKE: Aye.

-o-

-o-

-o-

I, ROBERTA O'ROURKE, do hereby certify the following proceeding was accurately transcribed, to the best of my knowledge and belief.



12/14/92 Public Hearing: Morin

1/4/93.
cc: Faxed to
Mark Taylor

Name: Address

LAWRENCE D. ROSSINI 268-E, RR4, Hickory Ave, New Windsor

KATHLEEN ROSSINI 268E, RR4. Hickory Ave, New Windsor

RALPH A. ROSSINI 268-D-RR4-HICKORY AVE. NEW WINDSOR

Teresa E Eggers 229A RR4 Chestnut Ave New Windsor

Donna M. Leaten 268 RD4 Hickory Ave New Windsor

Mary Ann Buzzeiri 268B RD4 Hickory Ave New Windsor

April Gise RD4-267B Hickory Ave New Windsor

PUBLIC HEARINGS:

MORIN, ANDRE :

MR. NUGENT: Public Hearing continued from 2/8/93.
Copies of the contract between Morin and TNW attached.

Mr. Andre Morin and Mark Taylor, Esq. appeared before the board on this proposal.

MR. NUGENT: Has everyone got a copy of the agreement in this and had a chance to look it over?

MR. TAYLOR: To refresh your memory as to where we're at, Mr. Morin is seeking a building permit for one single family residence on a 2 acre lot in an R-4 zone. Lot meets all the zoning requirements except for the frontage requirement for that zone which is 60 feet. Mr. Morin's lot has a 25 foot wide flag which extends to Hickory Lane. He also has frontage on two streets which appear on the tax map but were never constructed. And there is an unimproved lane that follows the course of one of those streets up to Mr. Morin's property. When we were last before you, we presented an agreement prepared by the Town Attorney which was unsigned at that time. Since then has been executed by Mr. Morin and the Town Supervisor after approval by the Town Board.

MR. LUCIA: And am I correct in understanding that you should, if this board decides to grant you a variance that it would be agreeable that it would be subject to that agreement?

MR. TAYLOR: Certainly.

MR. LUCIA: Any public here tonight?

MR. NUGENT: No.

MR. LUCIA: Mr. Taylor has given us a written response to the 5 specific factors of Section 267 B of the Town Law, I don't see any sense unless if you want him to put it on the record verbally to add to the, if there's public you might want comments. Unless anyone on the

March 8, 1993

34

MR. TORLEY
MR. HOGAN
MR. NUGENT

AYE
AYE
AYE

file

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553
(914)563-4630



1763

March 4, 1993
FAX: 914-563-4693

RIDER, WEINER, FRANKEL & CALHELHA P.C.
427 Little Britain Road
P. O. Box 2280
Newburgh, N.Y. 12553

Attn: Mark C. Taylor, Esq.

RE: MORIN w/ TOWN OF NEW WINDSOR
Your File No. 1295.3

Dear Mr. Taylor:

In accordance with your correspondence dated February 23, 1993, enclosed please find two (2) executed originals of the above agreement which was authorized to be executed by resolution at the 03/04/93 Town Board meeting.

This will also confirm that this matter has been placed on the ZBA agenda for Monday evening, March 8, 1993 at 7:30 p.m.

Very truly yours,

PATRICIA A. BARNHART
Attorney's Office/ZBA

/PAB
Enclosures

cc: Town Clerk Townsend

**LANDS OF ANDRE MORIN
APPLICANT'S RESPONSES TO THE CONSIDERATIONS
SET FORTH IN TOWN LAW
SECTION 267-b(3) (b)**

QUESTION 1:

Will an undesirable change be produced in the character of the neighborhood or a detriment to nearby properties created by the granting of the areas variance?

RESPONSE:

No. The neighborhood consists primarily of single family residences to the east and south, undeveloped lands to the west and parkland to the north. Mr. Morin is seeking a building permit for one single family residence. The property exceeds the R-4 Zoning District bulk requirements in all respects for such a use except the undefined sixty (60') foot "frontage" requirement. The property is presently undeveloped and the site of frequent trespassing by neighborhood youths and others.

The property does front on two "streets" appearing on the tax maps and the map filed in the Orange County Clerk's Office and entitled "Beaver Dam Lake Section 1, Map of Lands of Henry Powell Ramsdell, Town of Cornwall and New Windsor, Orange County, New York". Those streets are not presently improved. An unimproved lane following the general course of Willow Lane does reach Mr. Morin's property; and it is that lane that Mr. Morin proposes to use as access.

The grant of the frontage variance and construction of a single family home on this large lot could, in fact, enhance the neighborhood by improving the appearance, supervision and maintenance of the property.

QUESTION 2:

Can the benefit sought be achieved by some method feasible to pursue other than an area variance?

ANSWER:

No. Mr. Morin's only alternative would be to construct a street to Town standards either where Sycamore Drive or where Willow Avenue is shown on the map. Given the generally accepted construction cost standard of \$100.00 a foot, the cost of such construction could reach at least \$30,000.00, excluding engineering and related costs. Given the proposed use of the property for one single family residence, that cost

is not feasible.

QUESTION 3:

Is the requested area variance substantial?

ANSWER:

No. The property does have twenty five (25) feet of frontage on an improved Town Road (Hickory Avenue) and significant additional frontage on unimproved streets. New York State Town Law §278(3) provides every street shown on a filed or recorded plat "shall be deemed to be a private street until such time as it has been formally offered for cession to the public and formally accepted as a public street by resolution of the town board, or alternatively until it has been condemned by the town for use as a public street". The lot does have additional frontage on two streets on a filed plat (albeit a plat filed prior to the existence of the previously cited state law provision). Mr. Morin through both rights granted in his chain of title and by operation of law has rights of access and use to those streets. Under New York State Town Law §280-a, fifteen (15) feet is presumptively sufficient frontage for ingress and egress of emergency vehicles.

QUESTION 4:

Will the proposed variance have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district?

ANSWER:

No. The only alternative, the construction of a road, would have greater effects and impacts than the granting of the variance.

Concerns have been expressed about the drainage and alleged "wetland" condition of the property. Evidence has been presented to the Board that the U.S. Geological survey maps show small ponds on the property.

The property is presently undeveloped and any drainage to or from it presently follows a natural or long established course, except where neighbors have directed water onto the property. Drainage flows primarily from the neighboring Hickory Avenue properties rather than to them.

The property owner, Mr. Morin, already has certain rights with respect to the property; the granting of the frontage variance will not enlarge those rights. For example, the property owner could cut the trees on the property without a building permit or variance including those on the lot's flag portion.

He could also change the contours of the lot including the flag by grading without a building permit or variance so long as surface and other waters were not diverted onto the neighbor s' real estate, in which case they would have a private remedy against him. Even if a variance and building permit were granted, Mr. Morin would have no greater right to divert drainage onto his neighbors' properties. They retain their private remedies. The granting of the variance and the construction of the residence in fact provide the opportunity for improvement of the drainage across the property from neighboring properties.

With respect to any wetland or ponding condition on the property, those concerns will be addressed during the permit stage. If investigation reveals it necessary, the property owner may be required by the Town to obtain regulatory approvals from the Department of Environmental Conservation or Army Corps. of Engineers prior to the issuance of a building permit. The granting of the area variance does not modify or otherwise alter those requirements.

The use proposed, one single family residence, will have the minimum impacts possible on these conditions. Provided a connection permit is granted by the Town, the residence will be sewerred, so impacts associated with septage will also be minimized.

QUESTION 5:

Was the alleged difficulty self created?

ANSWER:

No. The property's present configuration existed prior to Mr. Morin's purchase, as a result of much earlier subdivision.

Date 2/10/93, 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth 389 Moores Hill Rd DR.
New Windsor, NY 12553

DATE			CLAIMED		ALLOWED	
2/8/93		Zoning Board Meeting	75	00		
		Misc. 2				
		Keyser - 5				
		Martin - 15 - 67.50.				
		Stoddard/Stewarts - 9				
		Slifstein - 4				
		Bernhardt - 12	211	50		
		<u>47</u>	333	50		

February 8, 1993

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PUBLIC HEARINGS:

MORIN, ANDRE

Mark Taylor, Esq. and Andre Morin appeared before the board on this proposal.

MR. NUGENT: Further adjournment from 1/25/93 pending drafting of agreement. Decision to be made on street frontage variance. I have a note here, you want to come up and we'll discuss it? Do we have our agreement?

MR. TAYLOR: We have the agreement that was forwarded to our office by the Town Attorney on Friday and I have copies here for distribution.

MR. BABCOCK: It's in written form, it's not been signed by both parties yet.

MR. LUCIA: At this point, you have an option, if you want to ask the board for an adjournment until you can have the agreement in place or you can proceed.

MR. TAYLOR: I think we'd prefer to conclude the public hearing process and end the case tonight and the board can make a determination subject to, the board can grant approval subject to the approval or whether it wants to wait.

MR. NUGENT: Give us a minute to read this a little bit. Would you rather explain this to us rather than us take the time to read it? There's quite a bit of reading there.

MR. TAYLOR: To recap where we were at the adjournment of the prior public hearing, Mr. Morin is seeking a variance from the 60 foot frontage requirement. His lot does front on Hickory Lane with 25 feet. It also has access to Town road, Willow Avenue over an improved lane which extends from Willow Avenue to the opposite side of the property. At the point the public hearing was adjourned, it was unclear as to whether the Town would permit Mr. Morin to use that unimproved lane as

February 8, 1993

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access or whether it would require him to use the 25 foot flag which extends over to Hickory Lane as his point of access and driveway. We adjourned for the purpose in mind of meeting with the Town attorney to see what the Town's requirements actually were and the residents so that the concerns could be addressed. Out of that meeting, an agreement between the Town and Mr. Morin was arrived at in general terms and the Town Attorney prepared the document that was that is presently before you. Essentially, under the terms of the agreement, the Town acknowledged that Mr. Morin's lot does give sufficient access to meet the Town's requirements. However, Mr. Morin has to meet certain requirements. One is the improvement of the lane to at least meet satisfaction of the Town Engineer and fire inspector with respect to emergency access vehicles and you may note on page 2, there's a line out and I should point out to you that we added that line out that was not what the Town Attorney forwarded to us. It's something we have to discuss with him. We went away from the meeting understanding that we had to improve it to the standards that are in there, amendment of six inches base which is concern about meeting private roads since the purpose in seeking the variance is to avoid actually building a road. Another term of agreement is the fact that the Beaver Dam Lake Water Company which presently uses the lane and crosses Mr. Morin's property will continue to have access across that property to its pump station. Third aspect of the agreement is that Mr. Morin will during construction comply with the Town Engineer's recommendations with respect to drainage from his property and with respect to any modification that they propose for the quote ponds unquote that are on the property so that no flooding results either to properties below Mr. Morin's properties or properties whose drainage flows into Mr. Morin's property. Fourth, the agreement basically states that Mr. Morin is only seeking to build one house. In the event there's any further subdivision proposed, a road will have to be built. The agreement is going to be recorded so that anyone in the future who wants to purchase property will have notice of this. Mr. Morin's lot or the house will be connected to the public sewers and if the Town has a right to grant Mr. Morin permission to use the unimproved lane

February 8, 1993

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it does so grant that permission. And that is basically it.

MR. LUCIA: Are you reasonably confident at this point that you will reach an agreement with the Town? The reason I raise that is I'm not sure the board necessarily would choose to entertain your variance application given that state of affairs. The reason being that this board sits very much as a court of appeals and they don't normally make any decisions that they don't absolutely have to make. One of the five factors that has to be considered by the board in granting an area variance is whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than a variance. That agreement seems like another method.

MR. TAYLOR: However, the agreement is conditional on the granting of the variance.

MR. LUCIA: Just to go back to my original point if you think that the conditions in the agreement are more burdensome than board might attach to any granting of a variance, then I suppose that is a benefit analysis you'd have to make to the board if you think the board might impose less stringent conditions I suppose that is an alternate. You wouldn't need the agreement at all then. Given that, I guess you and the applicant need to tell us which direction you want to head off before the board entertains it further.

MR. TAYLOR: Given the concerns of the neighbors and what we've already been through, I believe Mr. Morin is willing to have this approval subject to the execution of the agreement substantially similar to what's been presented to you.

MR. LUCIA: Is there or do you expect there to be an issue that some of these conditions in the agreement which you may feel are overly burdensome you did not want to represent to the board, you're willing to agree. In other words, if the board would consider or entertain granting a variance with less stringent conditions, are you prepared to separate out what Mr. Morin would offer to the board as opposed to what's

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offered in the agreement?

MR. TAYLOR: Is there anything other than what you have here that you want to submit to the board?

MR. MORIN: Not really.

MR. TAYLOR: With respect to the provision of the agreement, I think the only modifications we may have besides the one that I noted some qualifications as to reasonableness of the Town Engineer's authority with respect to the drainage similar qualifications but that is all.

MR. NUGENT: Dan, to bring this a little bit clearer for everyone, basically if we give him a yes vote, it's basically based on this piece of paper that is in front of us?

MR. LUCIA: We can do that. We don't have to. That was what I was trying to explore with Mr. Taylor. If he has for example certain objections maybe to improving the road to the private road standards and if instead we granted a variance to come out and does not have frontage, he doesn't have to do that. We can grant him a variance to do less than this requires him to do. And that was the reason I was trying to explore whether if there's an issue if he can find a cheaper way of doing it by getting a variance he effectively can ignore the agreement. If we worked them together, and say yes, you're granted a variance but subject to the provisions of this agreement, then he's not gaining any advantage of negotiating with the Town as opposed to getting a variance to us.

MR. LANGANKE: This is the way that they've developed it so far discussed everything with neighbors and everybody seems to be in agreement that this is what we want to do but I have a question here. This was drawn up by the Town, you reviewed it and then there's certain areas that you have a question on and you want to discuss it with the Town again. One of those is item 3 of the road itself.

MR. TAYLOR: Right.

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MR. LANGANKE: Any other items that you want to discuss with them that you are not completely in agreement with?

MR. TAYLOR: The only other one is item 5 as I mentioned earlier, we may want to qualify that by adding a reasonable qualification to the recommendations of the Town Engineer, in other words, we want the Town Engineer to come in and tell us Mr. Morin has to build a ten feet high earthen dam something along those lines and also number 2 construction period the Town Engineer will have approval authority for the life of the use of the property.

MR. LANGANKE: Those are the 2 items that you want to discuss but we can proceed with this subject to their agreement, you know, we can grant approval then because apparently we have lost a lot of time.

MR. NUGENT: I have a problem only because I only want to vote on what I know and that is this piece of paper that is in front of me. I don't care what this piece of paper ends up being. I'm really not concerned with it but I have to vote on something that is sitting in front of me and this piece of paper is what I have to vote on. It's all I'm given at this point. If they make changes, I'm voting on an agreement. I'm voting on an agreement between the Town and them.

MR. LUCIA: We have the right to adjourn until he has a further agreement with the Town. So if the sense of the board is that you'd rather they satisfy an agreement with the Town where all these issues have been hammered out to the point where everybody is ready to sign on the bottom line, you have that power.

MR. NUGENT: I don't want to drag these poor people back.

MR. TANNER: I hate to drag it out but I'd like to see a completed agreements, signed on the dotted line then we know what we're voting on.

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MR. TORLEY: I'm sure the attorney would agree that again none of us wants to bring you back again if you were handed this and said well, we think we've got an agreement, you wouldn't want to vote until it's something that is signed off.

MR. TAYLOR: One of your options is to recess the hearing and reconvene, close the hearing for a 60 day period.

MR. TORLEY: You have been discussing this between yourself and the attorney, whether any neighbor neighbors are involved in the negotiations--

MR. TAYLOR: At the meeting, yes, and they are present.

MR. LUCIA: Just to return to Mr. Hogan's question about the public certainly is a very valid point. The public may want to know what the final agreement is before they comment. That would color their comments pro or con on the variance application.

MR. TORLEY: Your feeling is you're at an agreement?

MR. TAYLOR: I think so.

MR. LUCIA: It's up to the board.

MR. NUGENT: If we don't agree, it don't go any further than that.

MR. LANGANKE: From our last meeting, we decided we were going to wait and see what kind of an agreement they can come up with Mr. Morin and the lawyers, they have that agreement. It may not be down a hundred percent written but they have an agreement and this is what we we're waiting for. I see no reason why we can't proceed because based on--

MR. NUGENT: I didn't go to the public yet, let's stay with our on board yet.

MR. LANGANKE: I feel that we can proceed.

MR. TANNER: As I said before, I'd like to see it in

final form. I don't have any problem with this at all, who knows what's going to happen with continuing negotiations?

MR. NUGENT: Anything can be changed, even if we approve it, if they said yes and decided to change it subject to the change.

MR. TANNER: If I had a signed agreement in front of me, I'd feel much more comfortable with it.

MR. HOGAN: I think we have to have a certain degree of faith in our Town Attorney and the Supervisor. This is not signed off, it's subject to certain negotiation but I think we can proceed tonight at least with the public hearing. I don't see a problem with that.

MR. NUGENT: Appears to be the consensus of the opinion of the board that we can continue. At this point if there's no further questions by the board, I'll open it to the public.

MR. LUCIA: That is fine. One thing I might suggest is that the public hearing not be closed tonight in any event since the public is here and willing to speak, I certainly would entertain anything anybody has to say but rather than closing the public hearing, it's best to adjourn further subject to actually having an agreement and at that point, then the last thing that should happen this board votes on the variance request. I think it's probably unwise to vote on it before we fully have the agreement signed. So to avoid the 60 day time limit problem better to adjourn the public hearing until we have or we're advised of the final agreement.

MR. NUGENT: Open it to the public and closed.

MR. LUCIA: They still have a right to come back.

MR. NUGENT: Just to hear the comments.

MR. LUCIA: I gather some of the board members seem to think they probably have not heard first person some of the public comments, it's certainly an opportunity to

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do it.

MR. TORLEY: We have people here, let's listen to them.

MR. NUGENT: What are we going to do afterwards?

MR. LUCIA: We'll adjourn further and it's adjourned for all purposes. Public has a right to come back and speak again.

MR. NUGENT: We'll open it to the public.

MR. LUCIA: Before we do that just while we have the applicant. Mr. Ronsini seemed to think he wasn't getting a fair opportunity to comment on some of the applicants statements last time so we did not have the applicant give his opinion on the specific five factors. Let me have him do that and the public so we have that all on the record. Do you think that an undesirable change will be produced in the character of the neighborhood or detriment to adjoining properties if this board should grant you an area variance?

MR. TAYLOR: In lieu of going through the oral recitation, we did prepare some written responses to those questions.

MR. LUCIA: I have no problem with that but I did raise it because Mr. Ronsini was upset because he thought you were responding after he had an opportunity to respond but if nobody in the public has a problem then that is fine.

MR. LUCIA: If we're going to wind up adjourning let the it roll with the public. If anybody has some comments, they can address them between now and the next hearing.

MR. LUCIA: Next meeting would be March 8.

MARYANN BUCHEMI: I live on Hickory Avenue in Beaver Dam.

MR. LUCIA: You're immediately adjacent to this?

MRS. BUCHEMI: I'm right next door to the property that we're talking about, the 25 foot which is, there's drainage and my biggest concern is the drainage. My property gets destroyed as I have said at the other meetings. My concern is what's going to be done with the drainage. I've called this owner and the past owner several times telling them about the water and got no response, no response whatsoever. My property was still being destroyed. I've had the Town out there on several occasions. Now, it's come where he wants to use the property and all I want to know is what's happening. We made an agreement at the meeting where that 25 foot would not be built on because of the trees and everything the drainage in that area would be taken care of. We have been coming to these meetings now for a couple of weeks so far to show good faith nothing has been done with the drainage in that area. I mean I'm showing good faith. I don't care whether the house gets built back there or not. I have gone to all these meetings, looked out for my interest, looked out for his interest. I've yet to see anything come out of it as far as the drainage goes. And respect of being told when the meetings were or anything else. I mean I have no objection to the house being built but I do want the drainage problem taken care of. I want to know what's going to be the entrance and exit for that area.

MR. LUCIA: Do you feel this agreement handles your drainage objections or you're not certain on that yet?

MRS. BUCHEMI: I'm not certain. I was only handed this tonight. I don't know whether it states what was stated in the meeting or not.

MR. LUCIA: Maybe the best thing to do you have a month between now and the next meeting is March 8. Take home the agreement or proposed agreement, take home the applicant's answers to specific questions and maybe come back at that meeting and speak specifically if you still have an objection to granting the variance. That is probably the fairest way to do it at this point.

MRS. BUCHEMI: Will the neighbors be notified of the meeting in March?

MR. LUCIA: No, the board will adopt a motion and you can plan on attending that night.

MR. TAYLOR: If I may just note for the record, the property is unimproved property, any drainage which is now coming off the property is essentially natural drainage.

ED BUCHEMI: First of all, this agreement we reached a verbal agreement and that agreement was a little more specified than this, the majority of this is very open ended. You've got your 25 foot you're not using for access, that is all right but you're asking for road frontage that you are not going to utilize. This only says that you won't use it as access. It doesn't really show what the intent is as far as draining goes. All you're saying it is unimproved. It will be improved. Is there any way of getting this agreement to specify exactly not so much step by step but what's the intent as far as one house being built? You're talking about you agree to build one house however you put a clause in there saying in the event of subdividing. This was clearly agreed verbally now in writing with an unsigned document it's very open ended and leaves out a lot of what was said in the meeting.

MR. TAYLOR: All I can say it's the Town Attorney prepared the agreement we did not.

MR. TORLEY: If I understand that clause that if you wish to subdivide, then you're going to have to put in a Town road.

MR. TAYLOR: Correct. You'd have to put in Willow.

MR. MORIN: That was discussed.

MR. BUCHEMI: There was a lot of restrictions put on it that we agreed.

MR. NUGENT: If he put in a Town road, he wouldn't even have to be here. He can build 3 houses on 3 lots without even being here. That is the whole crux of the matter that is not an improved Town road at this point.

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MR. LUCIA: If he goes through Willow and turns that into a Town road, that is fine.

MR. BUCHEMI: My concern is the 25 foot but these other issues are being involved. Twenty five foot that comes next to the property along with the drainage at the end of the property. I hate to sound mean and rude but the Town has done nothing about that drainage that is nothing directed towards these people but this issue eventually has to be stopped and if he is going to be building on it, he will be here complaining about the drainage too. So while there's some kind of interest being put into this land and while we're looking at various angles of the land, let's try to take care of these problems before building gets done and we sit here all night.

MR. LUCIA: We appreciate concerns as a neighbor, I assume you're related to Mrs. Buchemi?

MR. BUCHEMI: Yes, I am.

MR. LUCIA: This board has very limited jurisdiction, it sits very much as a court of appeals. The only issue before this board is Mr. Morin's application for a variance because his lot doesn't have adequate street frontage. Because of all the public input on this, it had been adjourned to allow the neighbors some opportunity to negotiate with him through the Town. If you feel the agreement doesn't serve everything you thought it should serve, I would talk to the Town Attorney about it. He's the one.

MR. BUCHEMI: I do have intentions of doing that. What I was just am stating before any agreement, given this variance, all these issues should be looked at a little closer aspect.

MR. LUCIA: Probably that is why the agreement isn't signed. You have some reservations, maybe you need to get together and hash it out. When it comes back to this board, it should be a done deal as far as the agreement is concerned and everything should be done except for the variance.

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MR. BUCHEMI: That is what we thought.

MR. MORIN: Isn't the drainage addressed?

MR. LUCIA: I'd like to see it spelled out in a little more detail.

MRS. BUCHEMI: The Town road is in back, the pond is on the road and I believe Mr. Ronsini explained to you that that pond was untouchable because it's on the geographical maps.

MR. TAYLOR: Again, I don't want to get into that discussion.

MRS. BUCHEMI: This is part of it, you're asking for us to do something for you. We want to but be honest. You're an attorney, just be honest with us.

MR. TAYLOR: There's a question concerning what land status.

MR. LUCIA: There's an issue whether the pond is big enough to be so I won't take it on Mr. Ronsini or anybody else's say so because the pond is on USGS map it's regulated. There are different statutes that affect it. There is an issue you want to investigate.

MR. MORIN: The pond is not in the road. I don't know what you mean the pond is in the road.

MRS. BUCHEMI: The pond is in the back, is in the road, not where he is going to be coming in but if he was to subdivide it going across Willow is the road.

MR. BUCHEMI: You'd have to reroute the road around the pond.

MR. TAYLOR: It was agreed that the discussion, the discussion didn't address the future subdivision. It was recognized if some future subdivision was proposed at any time as the agreement provides, a road would have to be built. We're not seeking future subdivision at this point. We're seeking a single permit for one single family residence. If the right-of-way presently

used by the water company has to be moved as a result of the construction, Mr. Morin has agreed that it is removable and that the water company will have access across his property. The agreement does not address future subdivision because Mr. Morin is not seeking subdivision.

MR. BUCHEMI: You're not seeking it yet, you're reserving the right to have that ability. Just out of curiosity, why would you do that?

MR. LANGANKE: It's his right, he owns the property, he owns the property.

MR. TAYLOR: If this board were to grant a variance, that variance would be frontage requirement. That various would not apply and would be rendered a nullity it as far as its necessity if a road was constructed.

MR. BUCHEMI: Let me reword the question. As far as the subdivisions, I understand you do have the right as long as that road is there, I agree with you. You're saying that you have no intentions of subdividing, however you'd like to reserve the right to have that ability which is fine with me. I really don't care about that but on the 21st, you firmly agreed that the land will not be further subdivided. That is what I am talking about, the open ended of it.

MR. MORIN: if I put a Town road in there, you wouldn't be here, nobody would be here. I'd just go in and do it. That is not what I am asking for.

MR. BUCHEMI: In layman's terms, the brief comment was basically a song and dance, I'm trying to be nice here.

MR. HOGAN: I wasn't present at that meeting but I'm accustomed to looking at documents such as this. I would tend to think that the Town Attorney brought this subject up to protect the Town and the residents for sale of that property and some other owner perhaps subdividing it in the future. He's stating here that that road must be brought up to Town specs at that point which is an expensive proposition. So I think it was probably inserted from the other angle, the Town

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versus these gentlemen right here.

MR. TANNER: The fee if someone had to put in the Town road, the cost would probably make the lots not feasible.

MR. BABCOCK: We're going to allow in this agreement Mr. Morin to put in six inches if this agreement is the one that is accepted, six inches of run-a-bank material to service one house. And what the Town is saying until the event that only one house be built and in the event that more than one house be asked to be built there that they'd have to bring that section of the 6 inch up to Town road specs. That is really what it is basically saying.

MRS. BUCHEMI: Let me ask you a question then when we were at the meeting, we sat down and discussed the placement of the house and everything on that property. Now if he is going to build 3 houses and that is the property he has there is for three houses, I'll have one house facing the other house because it's one, two three, this house here is going to be facing this lot for this house.

MR. TORLEY: That is not our place.

MR. LUCIA: But it will come up in the future as something that will come up with in order not to have the problem.

MR. MORIN: If I want to put 3 houses, I would put the Town street and I wouldn't about be here.

MRS. BUCHEMI: I think it has to go back to the attorney really and the Town.

MR. LUCIA: I'd raise the concerns with him and if you feel the agreement doesn't adequately cover, you tell him and that is still subject to negotiation because the--.

MR. NUGENT: Any further comments? I'll move for an adjournment to March 8.

Motion to Approve:

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MR. TANNER: I'll make that motion.

MR. TORLEY: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. HOGAN	NO
MR. LANGANKE	NO

3/8/93

Public Hearing: Morin, Andre'

Name:

Address:

Mark C. Taylor

c/o Rider, Weiner Frankel & Cathella
427 Little Britain Rd.
Newburgh, NY

Andre Morin

643 RT 9W
Newburgh NY. 12550

Date 1/18/93 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth 389 Moores Hill DR.
New Windsor NY 12553

DATE		CLAIMED	ALLOWED
12/4/92	Zoning Board Meeting	75 00	
	Misc - 2		
	Quality Homes - 7 - 31.50.		
	Slifstein - 11 - 49.50		
	Bittles - 4 - 18.00.		
	Carlough - 3 - 13.50		
	Ledwith - 5 - 22.50.		
	Walsh - 4 - 18.00		
	Moran - 31 - 139.50.	301 50	
	67		
		376 50	

PUBLIC HEARING: MORIN, ANDRE

MR. FENWICK: Request for 35 foot street frontage variance in order to create buildable lot on Hickory Avenue in Beaver Dam Lane in an R-4 zone.

Mark Taylor, Esq. and Andre Morin appeared before the Board representing this proposal.

MR. TAYLOR: My name is Mark Taylor. I am an attorney with Ryder, Weiner, Frankel & Calhelha.

MR. FENWICK: I have to ask you why you are here.

MR. TAYLOR: My client is seeking an area variance from the 60 foot street frontage requirement in the R-4 zone. He has a lot which has a 25 foot frontage on an improved street which is known as Hickory Avenue. For the Board's ease of reference, I hand you a copy of the tax map section containing my client's lot with his lot highlighted. As you might note from the tax map, there are two additional streets that appear on the map, identified as Willow and Sycamore. Those streets are not improved streets and the Building Inspector has interpreted them, the street frontage requirement of the zone as not being met by unimproved streets. They might be characterized as paper streets but for the fact that the town itself on Willow is using a right-of-way which he can extend up to the boundary of my client's property and through my client's property to reach a pump station in the rear.

MR. LUCIA: Is there a right-of-way given to the town?

MR. TAYLOR: Nothing of record that we were able to determine. In fact, the town has, town clerk verbally advised us that they were unable to find record of a deed to Willow Avenue.

MR. BABCOCK: Just to clear the record, it's not the town water system, it's Beaver Dam Lake water system.

MR. KONKOL: Willow Avenue does not exist now?

MR. MORIN: I'd say to about right here, about 300 feet. This guy's driveway is right here. Fourteen has it but 14 is right on the very corner.

MR. KONKOL: From that point up to where your hand is, how much land are we talking about?

MR. MORIN: 300 feet.

MR. KONKOL: And Sycamore Drive doesn't exist?

MR. MORIN: Right.

MR. FENWICK: The location of the house that you're planning to put on this property, is there any thought in that or just going to be dead center of the property or --

MR. MORIN: It most likely, it will be in the center.

MR. FENWICK: And you are planning on keeping this as one large lot even though there's three lots shown here?

MR. MORIN: Right.

MR. LUCIA: At the last public hearing on your prior application on April 13th, I think you had offered to condition any variance that was granted on there just being one house on the lot as it now exists on the tax map. Are you offering that same condition to the Board at this time?

MR. MORIN: Yes.

MR. FENWICK: How long have you owned this piece of property?

MR. MORIN: Since 1982.

MR. TORLEY: Since the gentleman is coming back after failing to have the sufficient number of aye votes last time, due to the change in law, I guess that permits him to come back so soon. Can you please explain to me and others what changes, if any, in the law would bear on our consideration of this?

MR. LUCIA: Sure. The last public hearing was held on April 13, 1992 and that was under the former Section 267 of the New York Town Law. Under that section, in order to be granted an area variance the applicant

would have to show something that is called practical difficulty. And that was basically shown by the applicant, establishing significant economic injury from the application of the ordinance to his land. After hearing the applicant's presentation, there were not enough affirmative votes from this Board to establish that the applicant had proved significant economic injury and therefore, the variance application failed.

On July 1st of 1992, the State changed Section 267 of the town law and the standard is no longer practical difficulty but now becomes a balancing test and the Zoning Board has to take into consideration the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare to the neighborhood and community.

There are five specific factors which the applicant has to speak to and if you have heard the previous six applicants, you have heard me run them over each time and before the applicant is through, he'll have to give us some input on those specific five factors. It's exactly the same application but since the law has changed, the applicant has a right to come back and present enough proof in the of the new statutory standards.

MR. FENWICK: Mr. Morin, is this off shoot we see coming here does this exist or no?

MR. MORIN: No.

MR. FENWICK: Neither does this or it does?

MR. MORIN: It continues around this piece here, does not.

MR. LUCIA: Just for the record, the Chairman referred to two stubs that appear to go off from Willow Avenue.

MR. KONKOL: This right-of-way here is that driveable now, so for this 25 foot?

MR. MORIN: No.

MR. KONKOL: Same way with this part extension?

MR. MORIN: That one is driveable.

MR. TORLEY: So, there's an extension off Willow on this, it does not meet town standards for road obviously is in fact driveable and access route to your property.

MR. MORIN: Yes.

MR. LUCIA: I had discussion with David Ryder, I think, concerning Section 28A of the town law and I take it you're here because you could not establish that you had access to comply with that section.

MR. TAYLOR: No, that is incorrect. The lot does meet the requirements of Section 280A of the town law is a state law requirement which states that a lot must have access to an approved road meeting town's specifications whether it be public or private for emergency vehicle access requirements. The law goes on to say that a 15 foot frontage on an approved road is presumptively evident that that requirement is met and in this case as you can see our client has 25 feet frontage upon Hickory Avenue and that could be improved with a driveway in order the meet the requirements. In other words, we meet the state law requirements, we do not meet the town's frontage requirements as they appear in the zoning code.

MR. LUCIA: That is the reason you are pursuing this variance application?

MR. TAYLOR: Correct.

MR. LUCIA: Thank you for providing a copy of the deed and title policy that was in the file that refers to certain covenants, restrictions, easements, right-of-ways of record; is there anything to your knowledge affecting the title to this property which would prohibit you from maintaining this structure about which you are now seeking a variance if this Board should grant you a variance?

MR. MORIN: No.

MR. KONKOL: I have a question that concerns me a little bit here on this 25 foot I noticed 250 feet long which is coming across unimproved land and yet this

piece over here to get to your land from Willow Avenue is driveable now we're talking about 300 feet.

MR. MORIN: Right.

MR. KONKOL: Why wouldn't you improve that to get access to your property?

MR. MORIN: It has to.

MR. TAYLOR: Our client could improve that but that still wouldn't meet the requirements of the code unless you improved it to the standards of a road that are acceptable to the town.

MR. TANNER: He'd have to bring in 50 foot wide 300 feet long.

MR. TORLEY: If he brought it in to private road standards, that would meet the conditions, would it not?

MR. TANNER: No, because he doesn't own the road. He can't really improve something that is not his.

MR. TAYLOR: Actually, the ownership of the road isn't clear, it may be vested in the prior owner or the town.

MR. TANNER: He can't really improve something he doesn't own.

MR. TAYLOR: Correct, not without requiring it would be a problem as with the cost of the road itself.

MR. KONKOL: If the town already has it designated up in here somewhere along the line the town has when this initial developer made this thing, he designated this as an intended road so I'm sure that Mr. Morin could get with the town and find out why he couldn't use that road.

MR. MORIN: I have done that, I've been doing that since I left the last time and if Mr. Babcock was here, he could explain it. I have been with the Town Attorney, Town Engineer and it's just either they don't know if they own the property really.

MR. KONKOL: Something is wrong there.

MR. TAYLOR: At one time or another it must have appeared on the plan.

MR. KONKOL: It must have appeared that it was a designated road just like we had the lot street was designated and never accepted and the guy wanted to build a house and this is the same thing, this was a designated road now.

MR. TAYLOR: However, as interpreted by Mr. Babcock, even though it's a designated road, it does not meet the frontage requirements.

MR. KONKOL: I'm not saying that, I'm saying that this could be a better approach here and then you can build your three houses.

MR. NUGENT: Without any variance.

MR. TANNER: We went through this last time and what turned out he doesn't own the road and can't find out who owns the road.

MR. KONKOL: Town has to own the road, that is ridiculous, it has to be dedicated in the development.

MR. TAYLOR: No, excuse me, if I can.

MR. KONKOL: Is this the tax map and it's on there?

MR. TAYLOR: Yes. May I explain the law. Under Town Law Section 278, when a plot is recorded on which the road appears, there's a continuing offer of dedication to the town, the road can appear on the platt as a private road or as a public road. As the law evolved, that road which appeared on the platt had to be bonded therefore the town would require a road to be constructed.

MR. KONKOL: I'm going to take exception to that. In this book it says once a street or road is dedicated to the town, it becomes a town road, whether or not the town does anything with it or not or even accepts it, it's dedicated to the town.

MR. TAYLOR: Again, there's an offer of dedication that does not mean the town accepted the offer of

dedication.

MR. KONKOL: It's assumed as being. I have a problem with that, Dan, there's something wrong with the law and I can't understand why the Town Attorney can't give this man an answer and I can't understand that.

MR. LUCIA: Part of the problem there's an interplay between New York State Town Law and some of the provisions that are in the town ordinance. And I cannot say clearly at this point that it is in fact owned by the town. It very probable that the ownership of the road is ambiguous and you are going to find section of the town law that says that the Town Highway Superintendent is authorized to open to town standards which obviously has not been done here so it could be that the town is not treating it as a town road and ownership may actually lie in the various people that front on the road to the center line of it from their respective properties. There may be some continuing rights for access but I think at this point Mr. Taylor's statement that the title to the road is ambiguous might be an accurate statement of the law.

MR. FENWICK: If they were to in fact put a house on this property and we have run into this before, what would their setbacks be, would they have to take into consideration that this is a corner lot, do they have to take into consideration that it is not a corner lot?

MR. BABCOCK: They would have to meet all the setbacks from the required side yards, rear yards and front yards, and as far as we're concerned, as far as I'm concerned, Willow Lane and Sycamore Drive could be developed at a future date so they would have to meet that requirement. That is not even a question here the lot is sizable that they won't have to worry about that. If Mr. Morin decides that he wants to put more houses here and if the decision that he wants to go in front of a Planning Board for subdivision approval, the Planning Board then would require him to develop the road further to each lot as he wanted to build on it or bond it. If it was a bonded road or build road, he would not be here tonight.

MR. TANNER: Technically, can he build that road, I guess that's the question we're down to right now, if we don't know who owns the land. My question is, can

he build on land he doesn't own or the town doesn't own.

MR. BABCOCK: The way I understand the tax map is a piece of property has a section, lot and block number, it's a private ownership. This piece of property which is Willow Lane and Sycamore Drive does not. So, the question is who does own it.

MR. TORLEY: My understand it's either in the town's property or it's shared jointly by the adjacent properties owners in either case --

MR. TAYLOR: It depends on what the adjacent owner's deeds describe, it may describe to the center or only to the boundary of the road.

MR. KONKOL: Who's on these lots here adjacent to you, any buildings on here?

MR. MORIN: There's one house.

MR. KONKOL: How does he get there?

MR. MORIN: It ends his driveway is right at the beginning of this property.

MR. KONKOL: He's driving supposedly on unimproved road too.

MR. MORIN: Well, actually it ends right there.

MR. KONKOL: Is it macadam up to his point?

MR. MORIN: Right there. I have to go in and I have to make a cul-de-sac.

MR. FENWICK: In other words, let me just take a look at this, you're saying that the property at this, does it end at this property line?

MR. MORIN: It ends right maybe 20 feet and his driveway is right there.

MR. FENWICK: Does he have 100 foot from here to here or 60 or what is the frontage required 60 foot?

MR. NUGENT: Sixty (60).

MR. FENWICK: Does he have 60 foot on Willow Avenue, this parcel right here.

MR. MORIN: No, I don't think so.

MR. KONKOL: He does own the paper road, he does.

MR. FENWICK: I'm not talking about the paper road, we're talking about the developed road. He if doesn't have 60 feet, he's also in violation.

MR. KONKOL: From that point to the end of here, how many feet are we talking about?

MR. MORIN: Three hundred (300).

MR. KONKOL: And you have 250 going through the other way and unimproved piece of land seems to me that somewhere --

MR. FENWICK: Here he only has to put a driveway in which could be shale or B gravel.

MR. KONKOL: That's if he has a variance.

MR. TORLEY: And he's still going to have to improve this up to standards, it seems to me that somewhere along the line that this piece of property was dedicated to the town.

MRS. BARNHART: No, it wasn't, Dan, it wasn't. We would never have accepted that road.

MR. KONKOL: Did they accept that road up in Park Hill where that fellow wanted to build the house?

MRS. BARNHART: No, it has never been accepted formally by the town.

MR. KONKOL: Once it's dedicated, it's official, this is a county map.

MR. TANNER: But, Dan, there are two different circumstances, with the person was asking to build a house on that property. He can't build a road on this piece of property because he doesn't own the land to build the road on.

MRS. BARNHART: They might have offered it.

MR. LUCIA: There are two distinct legal events. There's an offer of dedication simply the landowner is saying we're offering this to the town as a town road. The town doesn't have to accept everything that is offered and certainly as Planning Boards have come into usage and bonding has become more common, it's quite obvious the town doesn't want to accept everything that is offered, unless it's improved to town specs. The next step is the town's acceptance of that dedication. It may be showing this map on a filed platt was a continuing offer of dedication but if there's no record that this is a town road, I'm not sure we can say that really has been accepted as a town road. The town may well have some rights in it and someone may have a right to improve that road but I think it's going to involve an interplay of those rights along with the neighboring property owners or original developer.

MR. TORLEY: If the applicant and neighbors got together and put in the road, nobody is going to complain. The town would then be happy to take it or if it's a private road, there's no question.

MR. TAYLOR: Mr. Morin did contact neighbors on the corner lots and that neighbor indicated he would not participate in the cost of the road.

MR. FENWICK: That is the one that is here opposite the word Willow.

MR. MORIN: Right and these properties here, this is a cliff here so there's really no one, they wouldn't want this.

MR. LUCIA: Just for clarity, you contact the owner of lot #22, is it?

MR. MORIN: Right.

MR. NUGENT: We're beating a dead horse here, application is for a variance for 25 foot right-of-way that he already has and he needs additional 35 feet. We should concentrate on that and that only.

MR. FENWICK: That is what we're going to have to

address.

MR. LUCIA: Since Mr. Konkol's question was leading to it, why don't we flush it out. Could you compare for the Board the cost of putting a driveway over the lot which you're proposing compared to the cost of improving Willow to town standards and providing access to your lot? Could you compare those to numbers?

MR. MORIN: It would be substantially less.

MR. LUCIA: Do you have any estimates? We talked about numbers, I think at the previous public hearing.

MR. MORIN: I think it would be \$40,000.

MR. TORLEY: That is to bring it to town or --

MR. MORIN: Town standard but then again couldn't even give me the right to do that.

MR. LUCIA: Assuming that it could be improved and the cost of a driveway might be how much for that distance?

MR. MORIN: Maybe \$5,000.

MR. TORLEY: 250 foot driveway for \$5,000 over an unimproved land?

MR. NUGENT: Only got to make it 15 feet wide.

MR. FENWICK: Start the bulldozer at one end and come out the other end. Any other questions from the Members of the Board?

MR. TANNER: Just for my own clarification, you have contacted the town about Willow Avenue and talked to them about some way of getting a road up to you?

MR. MORIN: Right.

MR. TANNER: To no avail?

MR. MORIN: Yes, no avail.

MR. BABCOCK: Mr. Chairman, I can tell you that I have been in several meetings with the Town Attorney, Mr. Morin and in reference to that and basically what the

town has told him that if he wants to get access off Willow, he has to build it from the entire end of his property with a cul-de-sac, what they said that they estimated at the meeting the cost would be between \$100 and \$150 a foot, well they have sewer lines and there's also a sewer line that would have to be extended if the road was developed.

MR. FENWICK: To access your property, you'd be picking up sewer line from Hickory Avenue or you're not?

MR. MORIN: There's a sewer line at the end of Willow.

MR. FENWICK: So, you're going to have to pay to bring that down?

MR. MORIN: Yeah.

MR. FENWICK: Before I open it up to the public, I'd like you to address the only thing that is before this Board at this time, insufficient frontage on this property and that is the only thing that is before us. Not the square footage of the property or how close the house is to the property line or anything else like that. Only addresses the frontage. If there's anyone out there that has a question about what we're talking about here there are available maps if you'd like to take a look at them before you speak. I ask that when you do speak, you try to be brief and since it would be after the first person, please listen to the first person that speaks so we're not repetitious hearing the same thing over and over again. It's happened before. If I feel that we are hearing the same thing, I'm going to cut you off. It's really not necessary. If you'd like to stand up and say, I agree with the person or disagree, that is fine also. I'll ask you to stand, give your name and address.

MR. TORLEY: First one thing they are of course allowed to comment on the impact on the neighborhood by this not just the fact of the road frontage but the health and safety aspects obviously are germane.

MARYANN BUCHEMI (PHONETIC): I live at RD4 Hickory Avenue, Box 268B.

MR. LUCIA: Are you immediately adjacent to the applicant's property?

MRS. BUCHEMI: Yes, I am.

MR. LUCIA: To the flag part of it?

MRS. BUCHEMI: I'm right there on the 25 feet. I have a question on the frontage. Are we talking about frontage on Hickory Avenue or the frontage on Willow?

MR. FENWICK: Willow.

MRS. BUCHEMI: The 25 foot on Hickory is full of drainage, full of water, it's wetland, it dumps onto my property. I have called several times and asked for something to be done about it. I've also called the town. I can't see where he can fix this as a driveway for \$5,000 because something has to be done with the drainage. Drainage starts down on Ash, comes through the property and dumps there. I know the town has worked on Ash which is a paper road. I have water that comes up from his driveway and sprouts up and down my driveway. I'm constantly having problems with it. This to me is a health hazard and if it does get developed it could be great danger and the other thing was I have paper work that says 35 feet; there's only 25 feet there, I'd like to make that --

MR. FENWICK: The variance is for 35 feet.

MRS. BUCHEMI: Where is he getting the other 10 feet?

MR. FENWICK: He has 25, he's supposed to have 60, the variance is for 35. He doesn't have his total has to be 60, he has 25, the variance is for the 35 that he does not have.

MR. LUCIA: If he had another 35 feet on Hickory, he wouldn't be here. He would just go ahead and build. He doesn't have the 35 feet, that is why he is here.

LAWRENCE ROSSINI: I live at 268E Hickory Avenue, New Windsor. I was here at the last hearing as you know and since then, I assembled some documents which I'd like and some information which I'd like to share with the Board which I believe are germane to the issue at hand.

First I'd like to give you a little bit of background

as to the history of the property. Property was subdivided in 1931 as part of the first subdivision to take place in the Beaver Dam area. And as part of that subdivision, as the lots were sold off to the various owners, easements and right-of-ways were granted in a standard deed that was issued to the various property owners and these easements and right-of-ways have continued with the changes of ownership in the property and I'll read to you something I think is very germane with respect to Willow Avenue, which is alternate, potential alternate access to the property. In addition to the property description, the easement together with that is an easement right-of-way as a permanent pass to said premises over all streets and parkways shown on said map and the map being Subdivision Map of the Section 1 Beaver Dam Lake area. So, it's basically said that you bought a piece of property there, you have the right of access over all of the road which is mapped out on that subdivision map.

MR. LUCIA: Could you insert in the record deed reference to what it is you're reading from?

MR. ROSSINI: Deed which is standard printed deed between Anna Johnson who was the second owner of the entire subdivision and subdivision was done by a guy named Ramsdell, he subsequently passed away right after it was subdivided and the Johnsons acquired the property and most of the lake from Ramsdell's estate back in the early 30's. This deed happens to be dated 1947, it's for adjacent property to it but it is the same standard printed document that was originally issued on all those properties including the property in question.

MR. LUCIA: Anna Johnson was conveying to whom?

MR. ROSSINI: In this particular case, this was to my grandfather Matthew Anthony Rinaldi.

MR. LUCIA: Do you have liber and page?

MR. ROSSINI: Well, you're welcome to copy it.

MR. LUCIA: I just want it for the record.

MR. ROSSINI: It's Liber 1044, Page 178 but, I'm sure

that a title search of the premises in questions would reveal the same information. So, what I'm trying to establish is that there is a deeded right-of-way along Willow Avenue to access this property which was mapped out and intended to provide access to the property when it was originally subdivided. In addition, the right-of-way or the dirt road or driveway that was referenced earlier that runs from where the pavement on Willow Avenue ends along Willow Avenue and through this gentleman's property up to a well house has been in existence and in use for probably 50 years and it has provided access to that well house for approximately that time frame. It's open, it's open to the public, I have driven down that road within the last 10 years with a vehicle. Can't remember the exact dates, vehicles do go down that roadway. They go in and they service the well. It's visible from the rear of my father's house which is adjacent to this property. And as such, being an open public right-of-way, for 50 years, it's now a permanent easement, permanent right-of-way to the property and through the property.

MR. TANNER: Excuse me, one moment, if I gather you right you're saying that he doesn't need to be here that he can just build on this property because he has access to it.

MR. ROSSINI: What I'm trying establish I support the man's right to build on the property.

MR. TANNER: I'm just trying to understand.

MR. ROSSINI: What I'm trying to do is support an argument that indicates that there really is no need to use Hickory Avenue as an access that he does have access through Willow Avenue. And, that excuse me but you're interrupting me, I'd like to finish.

MR. LUCIA: If I could ask a question, this relates to the prior hearing, I believe there was some evidence at the prior hearing that that right-of-way to the pump house kind of meanders over Mr. Morin's land and is not coincident with Willow Avenue as laid on the map.

MR. ROSSINI: If I can give you a sketch here which I could leave with you, it indicates a few things and it's a copy of a section of the subdivision map and on this, I have penciled in an estimate of where I believe

this roadway goes, this is Willow Avenue coming in from Oak, this first outlined area is the home that was referenced earlier which was built by the way in the early 30's.

MR. LUCIA: Just for the record, could we indicate as lots 13 through 22.

MR. ROSSINI: On this map, yes, which don't coincide with the tax map numbers but it would be this item here which is, I can't see that number without my glasses.

MR. TANNER: Fourteen (14).

MR. ROSSINI: That would coincide with that. The gentleman's driveway is here from this point down this is a dirt road and it goes in, crosses this gentleman's lot and the corner of it and it's very well defined as to where it goes once it goes off and comes around through the lot and up to the pump house, these two items happens to be two ponds that are on the property, one of which would have to be addressed if a driveway was to be built along this 25 foot access from Hickory Avenue. It's a significant drainage problem in here which I'll get to a little later. But, in any event, there's a fairly well defined dirt road that goes up to this point here and over the years been in better shape or worse shape, given whatever maintenance has or has not been done.

The town did run a sewer line up into this roadway quite some distance, I don't have the actual dimensions. Once the town ran a sewer line up the road whether it owned it or not it assumed the right of ownership in order for it to run that sewer line in there. There's some question I think the Town Attorney will agree because when it was this question came up many times when I was on the Town Board here as to what the town assumed once it with respect to ownership rights and obligations once it ran sewer lines up these paper roads. So, I think there's some obligation on the part of the town to relieve this access problem.

Now, again, if you look at this from a practical matter, you're talking about extending maybe 300 feet along Willow Avenue with a driveway, if you will, along an existing opening, an existing dirt road versus extending almost the same distance which from the, you

have got 250 feet of the lot going up to Hickory Avenue plus about another 20 feet from the property line to the pavement and Hickory Avenue so you have about 270 feet of driveway that you're going to have to cut through a densely wooded lot with very mature trees on it and it's not going to be an easy lot to clear, you're not just going to run a bulldozer and start knocking 50 and 60 foot trees down because you're going to be dropping them on people's properties. It's going to be a tough lot to clear, given the dimensions and you have the water problem that has to be addressed.

These two ponds by the way have been there from probably the days of Noah, they show on the U.S.G.S. Geological Survey Map, this map was prepared in 1957, was updated I think in '80, '81, if you check the previous map prior to this which was done in the 30's, they also show and I'll point the ponds out, they are right here, it's these two right here. This is Hickory Avenue and these are the homes if you count from the end of the road, you have the Laden's (phonetic), Buchemi's home and then my father's home and that lot that they are talking about using as a driveway runs between the Buchemi's home and my father's home. Now, the survey in the field if you guys would take a site review and visit the site, you'll that very clearly the ponds exist and they exist where I am telling you they exist. I know the property. I have lived there since 1973. My grandfather lived in that area since 1936 and at one time owned the property adjacent to this and did not buy into that particular section any further than he did because of the water problems, the ponds, etc.

MR. LUCIA: Just for the record, this is Cornwall Triangle U.S.G.S Map dated 1957 and revised 1981.

MR. ROSSINI: Again, it shows on the earlier versions of that map also. You mentioned if I have criteria for determining whether a variance should be granted. One, as I said earlier, I believe that these people have right of access to utilize this property and by all means they should be able to exercise that right, there is a buildable area on the lot if you walk it, there's a fairly high and dry area that can be utilized although it may prove to be somewhat difficult to develop three homes in here at some point it's suitable I believe for a home there. Again, I don't believe the access is needed through Hickory, I believe there

should be access through from Willow as originally planned.

Now, the five criteria you mentioned I didn't write them all down but I think I have covered part of it so far, you mentioned environmental, there's an environmental question as to how appropriate it would be to fill or build a driveway over a pond and that is shown on U.S. Geological Survey Map. And I think that is a question that needs to be answered and I think it needs to be answered more in depth than the manner that the questions were asked at the previous public hearing tonight. I think it requires more evidence and proof than just asking the applicant do you think this was met, do you think was met, do you think this is met? It's not the applicant's opinion what really counts, it's the evidence the applicant must provide you to answer those questions.

MR. LUCIA: At this point, I haven't yet asked the applicant, I assume once I do, you'll have an opportunity to rebut anything that he says.

MR. ROSSINI: I would hope so but I noticed when you did ask those questions at the previous hearings, they were after the public comment period. My next question would be to ask you to ask those questions prior to the public hearing.

MR. LUCIA: I would be happy to any time the Chairman wishes me to ask.

MR. ROSSINI: Again, let's look at the physical nature of this particular thing we're probably talking about a bureaucracy at it's finest here where these people have come to the town, have talked to the attorney on several occasions, talked to the Building and Zoning Inspector and been to this Board on at least two occasions that I know of and they are getting nowhere and we are talking about access from a paved road. And if you look at the two most logical points of access, they are both the same distance and actually the one through Willow would be easier for them to build on.

MR. FENWICK: But he doesn't own that property.

MR. ROSSINI: But he has a right of access through it and the fact that a dirt road has been utilized for at

least 50 years establishes it as a public right-of-way. It has been open for the last 50 years to provide access back in there, it's not fenced, it hasn't been gated, I take that back, it might have been gated up until about 25 to 30 years ago. I remember as a little kid, there used to be a gate, okay but that is 25 to 30 years and I think the law is something like 11 years if you have got access through your property it becomes a public right-of-way.

MR. FENWICK: Let me ask this to Mike, if in fact the applicant were to have a driveway come up from Willow Avenue would he still have to meet the same frontage?

MR. BABCOCK: Yeah, basically right now he has no street frontage, I think the access issue might be a different issue than the street frontage. Basically, if he was granted the variance for street frontage and put his access off Willow Lane, I don't think that that would make a difference. The point on Willow Lane is that when we talked to the Town Attorney and I'm not sure that he was familiar with what Mr. Rossini was talking about is to give some of the access over an undeveloped road. Basically, the problem I don't know that he's familiar with wetland he's bringing up.

MR. ROSSINI: I can ask that part of it. I spoke with the Town Attorney last week and he was not aware of some of the conditions that exist on the property. He was not aware specifically of the right-of-way that I spoke of, the dirt road through Willow and how long it's been in existence so at least that is the information that he gave me.

I also might point out as I did at the last public hearing that the town already set a precedent for a similar situation not too far from this I'd say maybe two or three roads over on Linden Avenue or Linden Lane where an applicant came before the town I believe it was the Planning Board that actually made this decision, I don't believe it came before this Board, this was several years ago where I believe the gentleman wanted to subdivide that maybe you're familiar with that than I am but I believe the gentleman wanted to subdivide that property. It was on a road similar to Willow where the entrance of the road was paved and then it ended after a couple of homes that were already in existence and then the last

several hundred feet was not paved. The gentleman was able to subdivide his property and the town gave him permission to build private road or private driveway basically on Linden Lane or Linden Avenue to gain access to, I believe, two homes.

MR. BABCOCK: Right.

MR. ROSSINI: And that situation is no different than this particular situation. So, again, precedent has been set.

MR. FENWICK: That was remedied by the Town Board, not by this Board.

MR. ROSSINI: Town Board has nothing to do with it, it was done by the Planning Board.

MR. FENWICK: Not remedied by this Board.

MR. ROSSINI: Fact of the matter is it's still the same style, the same road, still the same conditions, same subdivision and really I think the bottom line is these people want to build a home, we have no objection to it, most of the neighbors have no objection to it, we want to see it done right. There is an alternative here and we feel that is what should be used.

MR. LUCIA: Just return if I can to Mr. Babcock's point, I think the converse is also true if he had sufficient street frontage on Willow Avenue, there's nothing to prevent him from coming out on Hickory anyway.

MR. BABCOCK: Right.

MR. LUCIA: It may be uneconomic to put a road in there but, you know, the way it is approved doesn't necessarily dictate the way he is going to get into or out of the property.

MR. TORLEY: Depends on how we write the variance.

MR. FENWICK: If he needs a variance, he could ride up and down that road all day long.

MR. ROSSINI: That is correct. Yes, I agree, technically that is correct but if he had access on

Willow Avenue, I don't know that there would be much need for him as a practical matter to try to clear 250 foot long swath, 270 foot long swath to get to his back yard and from there he still has to get to his house.

MR. TANNER: We all agree including the applicant. He'd love to come in Willow, the thing is how do we get him the right to come in that way, that is where we are at here.

MR. ROSSINI: I know the history of the area and history of a lot of things that have occurred there that could be used for precedent to justify what he could do on Willow and I'd be willing to meet with the man and the Town Attorney and officials and try and work something out that way. It's as simple as that because I see nothing but headaches with regard to drainage once you start touching those ponds that are in there and we are higher than that, it's not going to effect my home or my father's home which are adjacent but we are higher, it will effect the Buchemis. It will probably effect the Ladens and it will definitely effect the people downstream from that on Oak Drive or Shore Drive even with those ponds acting as basins and it does take quite a large area as far as drainage they have experienced flooding not to a real severe extent but I'd say back in the late 70's, I can remember some very severe flooding and you start interfering with this to much and you know the drainage problems the town has been involved with and it's going to make that a horrendous situation for the people who are potentially affected by it. So, that is something you need to take into consideration when you get into your three questions, what is the impact of the health, welfare of the surrounding properties in the neighborhood.

Really what I'm trying to say I'll just summarize really quick, we'd like to work with the guy to see him do what is best for him and the neighborhood.

MR. KONKOL: I think that is the point I was trying to bring out the neighbors are all concerned about this, there's a record as far as I'm concerned here on this tax map that appears and if the neighbors got together with Mr. Morin and the Town Attorney, the man wants to build a house here, the road is there, can't the

Planning Board give him some kind of relief as far as the type of condition of the road? In other words, doesn't have to blacktopped, gravel or shale, maybe dirt road and I think that is where it's at. I think one of the big reasons that this right-of-way is being sought after no lending institution will lend money on a lot that doesn't have an approved access to an approved road that is the whole gist of this matter, a bank is not going to lend money unless you can out on a dedicated and approved road, that is a fact and I'll take that against any attorney. I'm not an attorney.

MR. TAYLOR: My client hasn't approached the lending, he has approached the Building Inspector, Building Inspector has denied a building permit on the basis that there's not enough frontage to meet the zoning code requirements. The issue before the Board is the frontage issue, not the construction of a driveway.

MR. BABCOCK: Maybe I can bring up one point when we were at our meeting with the Town Attorney, there was a Section 48-28C which was 280A of the Town Law and what is, when used as far as access and I'll let Dan explain it to the Board, he might be able to explain it better than myself but that is what Tad was saying and it really isn't an access issue, it's a frontage issue. If this roadway was bonded, of course he wouldn't be here, bonded or built and it's not whether and I don't know whether the issue of access has been worked out yet, I don't know what Mr. Morin really wants to do, it's the frontage issue is what the question is.

MR. FENWICK: As far as the town or the Town Attorney is concerned, they are not even addressing the access off the proposed Willow Avenue paper road, they are saying that is not a consideration at all.

MR. BABCOCK: When we had the meeting Town Attorney said that the policy of the town is that if he wants to develop this piece of property, he must build the road to town specs, to this corner with a cul-de-sac that is what I got out of the meeting. For him to get access off Willow and there was some other reasons. There was further property, the pump house property and I'm not sure of all the reasons that he gave but the access issue he mentioned this section of the code as far as legal access out onto Hickory Road.

MR. TORLEY: The access road and type of road needed to be built across that property might be more properly the domain of the Planning Board than the Town Attorney.

MR. FENWICK: You were working on the recommendations of the Town Attorney?

MR. BABCOCK: Sure.

MR. TAYLOR: Just for another point for the record, upon reviewing my client's deeds, I do not see a reference to an easement similar to that reference in this gentleman's deed.

MR. ROSSINI: You have to go back to the early deed that precede that.

MR. TAYLOR: Conveyance to my client did not include that right and again, to distinguish access easement from the right of my client to construct a road, there's a difference as well.

MR. FENWICK: Before we go on, is there anyone different in the audience that would like to speak on this?

THERESA EGGERS: I live on Chestnut Avenue. Why aren't they going in front of the Planning Board and trying to work it out there, why weren't they doing that? Is there a reason?

MR. FENWICK: It falls under our prevalence here.

MRS. EGGERS: If everybody on that street is unhappy with this.

MR. FENWICK: If this goes before the Planning Board, you people won't be here, there won't be a public hearing, it would be up to them. We cannot act on anything that is without having a public hearing, they can.

MR. LUCIA: The reason they are here jurisdictionally, the Building Inspector denied request for a building permit because they had insufficient building frontage. The Zoning Board of Appeals sits as a Board of Appeals. They are appealing because they were denied by the

Building Inspector. This Board has the right to grant them a variance to override the Building Inspector or deny a variance and prohibit the present application. That does not mean they don't have other avenues but they chose to pursue this one and this Board has to hear it.

MARYANN BUCHEMI: I live on Hickory Avenue. I believe when the sewer lines were put in years ago that coming up Hickory Avenue onto Hickory but I believe they put the hookup for that property on Willow and when they put the hookup to a property, it usually comes to the property line. Would that be considered frontage?

MR. BABCOCK: No.

MRS. BUCHEMI: I don't want to stop him from getting the property but what I'd like to know is since he's interested in coming through to Hickory, he's had the property now since 1982, I'd like to know what has he done about the drainage problems and things to solve it, I mean these are all in compliance if he wanted to build that he should have looked into well before this point of it and when I have called and I have said my back yard is flooding, it's coming off your property, and I have had lots of problems, why wasn't anything done then to solve the problem rather than wait until now, until it becomes beneficial for him and I have been dumped on for years.

MR. ROSSINI: Can I offer some other information? The issue of what else, what other properties Willow Avenue accesses, was mentioned by Mike earlier and if you look at the other properties that front on Willow Avenue, the property across Willow Avenue from this gentleman's property all fronts on Maple Avenue, it's all improved property or homes on it and it's actually the back yards of those homes that you're seeing on the map but it's also a cliff so there's no way you can even try to attempt access anything across the road on Willow Avenue.

At the end of Willow Avenue the issue of the well house still exists but I'm sure that any decision that the Board here makes or that whoever would make on the issue of access would have to take that into consideration to continue the need to maintain access to a well that serves a large segment of the community

there. Further down the road, is Sycamore Drive on the other side of Sycamore Drive is town property. It's all town park land which is accessed from Chestnut Avenue and from the end of Hickory Avenue so in a nutshell, there are no other properties other than the well house that have to be accessed off of Willow Avenue. And to, if you want to really put a hardship on somebody, force this guy to build a 600 feet of road and 100 foot cul-de-sac to town specifications, for a road which goes nowhere other than to service his property, it's ludicrous.

What I, as a solution as an interim solution, let me offer this, the Board has the ability to temporarily adjourn a hearing as this and reconvene at a later date and I would suggest that. And make, again make the offer that I would be willing to and I'm sure some of the other neighbors would be willing to meet with the gentleman and the Town Attorney to try to come to some compromise on this.

MR. FENWICK: How many times have you met with the Town Attorney?

MR. MORIN: At least six or seven times.

MR. TORLEY: How about the Planning Board?

MR. MORIN: No.

MR. ROSSINI: Again, the Town Attorney informed me that he did not have the full history of the property and all the facts that concerned it.

MR. TANNER: My only concern I can see him having access over Willow but he still doesn't have frontage, you know again we get back to the access and the frontage are two separate issues. If he was granted the variance doesn't mean he has to come in off Willow, he can still, I mean, come in off Hickory, he can still come off Willow and not use that Hickory piece of property at all but then he would have real frontage, he would have frontage at that point. If we grant the variance --

MR. TORLEY: Can the variance be granted in that manner. Can you say yes, we'll grant you a road frontage variance provided you come in off Willow?

MR. FENWICK: We can't okay him to come across somebody else's property.

MR. TANNER: That is the problem.

MR. ROSSINI: Again, that the reason for suggesting to adjourning to a future date so that perhaps that part of it can get worked out and then he won't have to readvertise, he won't have to go for a new public hearing, just reconvene and if nothing can be worked out in a few weeks then you have to make your decision of course and then, but I think it would at least give the opportunity which I think we should have had since the last meeting to meet together with the attorney and try to work this thing out.

MR. KONKOL: Let me ask you this, you were Councilman on this Board many years, here's a road that was on a county map, it's paved down to within a few feet of this man's property and there's sewer in that line now you mean to tell me that the town doesn't acknowledge the rest of that road even though it's not improved.

MR. ROSSINI: The town, reluctantly, the town doesn't want to acknowledge that the road belongs to them once they put the sewer lines in. However, if the town fails there are many precedents that by virtue of the fact that you have run the sewer line down the road you have existed right-of-way ownership and again for obvious reasons, these were decisions that were made prior to the present Town Attorney being in that position so it puts him in an awkward position sometimes to have to look at these old problems. And that is what they are, they are old problems. They have happened at Beaver Dam, they have happened at Riley Road and on some private roads there and again for obvious reasons, the town doesn't want to go in and start building roads at taxpayers expense.

So, I think that given the right set of circumstances in a case like this, I think there is potential for something to be worked out. We have worked out situations where there have been encroachments on roads and where the town has actually in several occasions that I'm aware of deeded over roads to homeowners in order to resolve problems so there are ways to work problems out and to work out cases.

MR. KONKOL: The town could or would the Planning Board or regardless could keep this as unimproved road.

MR. ROSSINI: If you get into the issue of ownership if nobody has the right, if this man doesn't have the right to build anything on the road, he probably doesn't have the right if he doesn't have the right to put pavement, he doesn't have a right to put sewer to get to his property. The other side of the coin. In order to get up to Hickory Avenue, I don't know if you know what the situation you're going to have to build a pump station to get up there because you're not going to have gravity flow.

MR. TANNER: How do you feel about giving us one more shot with the Town Attorney and adjacent neighbors?

MR. ROSSINI: It may be something that the Town Attorney could be solving.

MR. KONKOL: I think it's worth a try for you.

MR. MORIN: How far did we get?

MR. BABCOCK: There were issues and the issues of the cliff and the other side of Willow came up and we had other, we had our engineer happened to be there for the next meeting and we asked him what his opinion was and he said that although it's a cliff, there's a possibility that somebody could develop it, it's a road and it's road frontage.

MR. ROSSINI: They'd have to subdivide their property in half to do it, you look at the lots and the size they'd end up subdividing it.

MR. BABCOCK: There is a big word, if. It could happen and it's the policy of the town I'm telling you exactly what happened at the meeting and there would be no way that at that time at the meeting there would be no way that we'd let him get access off Willow unless he built it to town specs, that was the --

MR. KONKOL: With the neighbors going with Mr. Morin to the Town Attorney, there's got to be some relief.

MR. BABCOCK: There's some liability problems as far as

MR. BABCOCK: We're not talking about access, we're talking about road frontage issue and that is exactly where we are back here. That is what I was told to come back here. I'm not arguing for the applicant what I'm saying.

MR. ROSSINI: I understand the quandary.

MR. BABCOCK: I went to the attorney.

MR. ROSSINI: I look at the 50 foot road that is sitting there and I look at the 25 foot driveway, I look at the logic to this thing, it just isn't logical.

MR. LUCIA: I would like to hear from the applicant, he certainly has an absolute right to pursue the variance application that he has before the Board. If he would like to negotiate it, the Board may well accommodate him but we should hear the applicant's position on it.

MR. TAYLOR: Upon conferring with my client, he does state that he would be amenable to returning to the Town Attorney with the proper owners and the situation can be explained to them.

MR. MORIN: I have to go through this again.

MR. FENWICK: No, all I'm going to suggest to the Board members is that if it's that pleasure to adjourn this only to the next meeting that at that time, we reach a decision.

MR. TANNER: Yes, I agree.

MR. ROSSINI: When is the next meeting?

MR. NUGENT: We don't have any meeting until January.

MR. FENWICK: This application is 6 to 9 months old, what are we talking about here, when was the last time you were here?

MR. MORIN: April.

MR. TORLEY: Is two weeks or four weeks going to make a difference? Are you planning to break ground in January?

if the road isn't up to town specs and somebody gets hurt and so on, if somebody is on the town property and it's a dirt road.

MR. TANNER: If anything it goes a long way to helping your neighbors understand what your situation is. At this point, we're just kind of going on well third hand information. If they go to a meeting with you and the Town Attorney at least my opinion is they are going to see what your problems and maybe be more sympathetic to your plight, I really don't know.

MR. BABCOCK: I'm sure Mr. Morin's attorney, I don't know that he has but I'm sure that he's been in contact with Mr. Seaman and tried to work this out and that is where I left it.

MR. TORLEY: Perhaps in this situation, besides the Town Attorney, the Planning Board's expertise ought to be brought into it.

MR. TANNER: They don't have any jurisdiction.

MR. TORLEY: As Mr. Rossini pointed out the Planning Board allowed a private road to be built.

MR. TANNER: They don't have the jurisdiction.

MR. KONKOL: The biggest impact will come from the people who live in the area and who are concerned, I think this impact to the Town Attorney saying we don't like this over here but why don't you give this man relief over here, that will give you more input than anything.

MR. MORIN: I think he was aware of that.

MR. BABCOCK: As far as the access with the sewer line, there was a discussion on that also and there didn't seem to be a problem at all as long as he got proper permit to hook into here.

MR. LANDER: Again, you get into the philosophical discussion if the town claims it doesn't own the road, you can't give a permit to do something on somebody else's property. You own it or you don't. You can't be partially pregnant, in this case it's either all or none.

MR. FENWICK: I'll leave it up to the pleasure of the Members of the Board. I suggest that the applicant has met with the Town Attorney six times, that the Building Inspector knows about --

MR. NUGENT: If the man is willing to meet with the residents of the community and the Town Attorney, I think you ought to give it a shot. If not, we can always vote on it at the next meeting or in January, what is the difference.

MR. BABCOCK: Why don't we see if we can do it as soon as possible and whenever that meeting takes place, we'll get him on the next available agenda.

MR. LUCIA: I prefer to adjourn to a date certain, if it's not accomplished by then, we can adjourn.

MR. BABCOCK: Adjourn it to the next meeting and we'll try to set it up and I'll take it to the Town Attorney and tell him what the problem is.

MR. NUGENT: Make it first meeting in January. I make a motion we adjourn until January 11th for this particular application.

MR. TANNER: Second it.

MR. TORLEY: Adjourn or closing?

MR. LUCIA: Adjourn the public hearing, public hearing will be open for all purposes and the applicant and his attorney should return because if there's additional input from the public, we will need you.

MRS. BUCHEMI: At that time, if it's decided he's going to come in on Hickory Avenue, will the drainage be discussed? I think that is very important to the people in the area. It's causing and has since 1975 great economic hardship on me and I do think that when we are discussing how it's going to effect him, I think that many times that I have called him and told him a tree fell down or my back yard is flooded or that was an economic hardship to me. And I think it's been brought into it when we are given permission to go ahead and build that everything will be cleaned up.

MR. LUCIA: You're certainly welcome to present your drainage problems, I don't know if you want to go to the expense to bring an engineer and have him layout technically what is needed to resolve the drainage issue.

MRS. BUCHEMI: Do I get those plans from here since the town has been involved in it also? May I take the plans from the Town Clerk's office and Highway Department's office and the lawyer's office as to what was supposed to be done and everything?

MR. LUCIA: You certainly are welcome to present anything that is relevant. The drainage is a relevant issue because it certainly is part of the impact upon the neighborhood or district. It's not a derterminative issue. Nothing has been addressed here, albeit is an issue that determines this cause but certainly the Board will hear your evidence and if it's something that technical expertise bears on, an engineering matter, you're certainly welcome to bring in whatever engineer and so is the applicant if the applicant has a cheaper or easier way to address the issue, we'll hear that too.

ROLL CALL:

Mr. Torley	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

2/8/93

Public Hearing: Mourin, Andre

Name:

Edmond J. Buscens

Mary Ann Busami

Address:

Highway A1

RD 4 Box 268B Hestory NW

- Access off Heckory by 25' is acknowledged but will not be used
- Access can be obtained on existing driveway but must ~~be~~ have substantial base & width to support fire equip (decision of fire msp)
- Access to pump sta will be maintained for water corp. this will be a moveable ROW ^{possible cond by pass con.}
- Owner will comply w/ TN engr recommendation to drain ^{ponds} or control drainage
- Only 1 house to be built or rd improved ^{refer to exact size of parcel inquest.}
- Agmt should be in recordable form + recorded OCCO
- All Subj to DEC jurisdiction or any other regulatory agency

~~Private Rd. space~~
 15' Driveway Space
 6" ROW or approval 5' h/w

* Speak to Mike re "access"

sewer - must hook into it

Vat. is not representing that the TN own it.

Ramsay s/o map access of streets.

Andre Marin said Mike told him he could not use willow as access

WILLOW AVENUE
(PAPER STREET)
N 17-53-45 E

SYCAMORE DRIVE
(PAPER STREET)
N 74-58-00 W

N
RINAIPI

N 74-58-00 W

265.00'

BLDG
LOT

N

260.00'

BLDG
LOT

N

255.00'

BLDG
LOT

N

250.00'

⑫

⑪

⑩

⑨

⑧

⑦

⑥

⑤

④

③

②

①

12

100.00'

100.00'

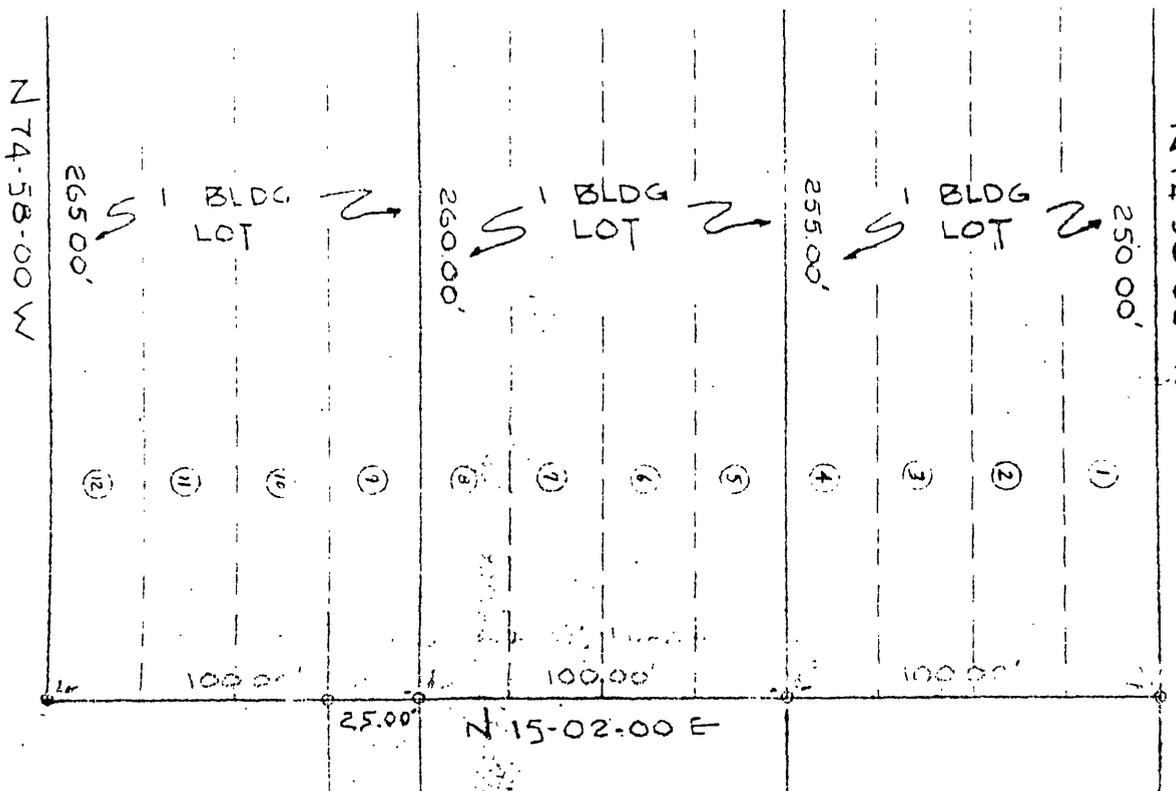
100.00'

100.12'

100.12'

100.12'

SYCAMORE DRIVE
(WATER STREET)
N 74-58-00 W



N 74-58-00 W
KINALPI

17

N 74-58-00 W
SHILLING

N 74-58-00 W
KILARPIE

N 74-58-00 W
YANHO

(N 15-02-00 E)
N 15-02-00 E
(E 74-58-00 W)
E 74-58-00 W

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**

Date 12/1/92 19.....

TOWN OF NEW WINDSOR

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

TO FRANCIS RATH 389 Moores Hill Rd DR.
New Windsor, NY 12553

DATE		CLAIMED	ALLOWED
11/23/92	Zoning Board Meeting	75 00	
	Misc - 1		
	Quinn - 2 - \$9.00		
	Bonura - 3 \$13.50		
	Walsh - 9 \$40.50		
	Bernhardt - 12 - \$54.00		
	Marin - 5 - \$22.50		
	Rose - 5 5 \$22.50		
	Jones - 6 \$27.00	193 50	
	43	268 50	
	APPROVED:		
	Chairman		

MORIN, ANDRE

MR. FENWICK: Request for 35 ft. variance from required street frontage in order to create buildable lot on south side of Hickory Avenue in R-4 zone.

Mr. Andre Morin appeared before the board for this proposal.

MR. MORIN: I was here about six months or so.

MR. LUCIA: Just for the board's information, this is exactly the same application as you made before. The prior variance was denied by a decision dated September 14 of '92, that was based on a decision of the Zoning Board of Appeals under the former Town Law Section 267 as it was in effect prior to 7/1 of '92. Public hearing had been held on April 13th of '92 and that is the reason the prior law applied. The application did not receive required number of votes, that time still 7 member board, he only got 3 affirmative votes. The law has now changed, he's come back with the same application which is within his rights.

MR. MORIN: I was advised to do that by my attorney.

MR. FENWICK: Present your case again for the record.

MR. MORIN: I'm looking for a five foot variance for this driveway. In between this, I have gone to see the Town attorney several times and we really, the only way to come in through Willow is with a Town street and the neighbor in front is not willing; he doesn't want to invest any money in the street and I really cannot.

MR. FENWICK: Is this the parcel, this isn't the parcel of property that the water plant is?

MR. NUGENT: It's the one that has the little road that goes passed the neighbors house.

MR. FENWICK: Two streets behind it are paper streets and they said they'd rather have 3 houses back there than one, if you recall.

MR. MORIN: After I left here, I went to see Bill Hildreth and he said the paper street should be, that should be, should fall in a Town street.

MR. LUCIA: I had a discussion with your attorney, Dave Rider, about that. I don't know where that went. There was an issue as to whether or not if it's shown on that map as a street, whether it is in fact a Town road.

MR. MORIN: Even if it is not completed?

MR. LUCIA: Whether that is an alternative way to go.

MR. TORLEY: If there's a paper street shown, you're saying that is a Town road even if it doesn't exist?

MR. LUCIA: There was an argument in effect I understand Dave Rider took that up with Mike or Tad and I'm not sure where that went.

MR. NUGENT: If I understand this correctly now the variance he's looking for is 35 feet off of this road here, forget the paper street in the back?

MR. FENWICK: That is right. Has to do with street frontage that is all it is. He has plenty of everything else. Only thing we're addressing is street frontage.

MR. TANNER: Water Department still goes across your land to get to theirs?

MR. MORIN: I've contacted them to see if I can get--

MR. FENWICK: A road put in?

MR. MORIN: No, water from them but he says they have a real pressure problem that would be a long process if I could or if I couldn't.

MR. TORLEY: So they are crossing your property?

MR. MORIN: Oh, yes, they go right through it, the street you can drive right in from Willow, there's a

road and they drive up to their house there, it's not a Town street but the road is there, you can drive with your car.

MR. TORLEY: Very considerate of you to allow people to cross your property without--

MR. KONKOL: You're going to build one house on the three lots, right?

MR. MORIN: Right.

MR. FENWICK: Any other questions from the members of the board?

MR. NUGENT: Vividly remember it now.

MR. TORLEY: The other question this is merely a re-application because the State laws changed. There have been no changes in the plans of the applicant or the property or any of the situations?

MR. LUCIA: I believe that is correct. Is that correct?

MR. MORIN: Yes.

MR. FENWICK: I'll ask for a motion to set him up for a public hearing.

MR. KONKOL: I'll make that motion.

MR. TANNER: I'll second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. KONKOL	AYE
MR. FENWICK	AYE

MR. LUCIA: The State law has changed since your last application so the board's standard now in granting this area variance is to consider the benefit to you if

the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such a grant and you'll have to speak to five issues which this board has to consider in making that determination. First, whether an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties will be created by the granting of this variance. Second, whether the benefits sought by the applicant can be achieved by some other method feasible for you to pursue other than an area variance. Third, whether requested variance is substantial. Fourth, whether proposed variance will have an adverse effect or impact on the physical or environmental conditions of the neighborhood or district. And fifth, whether the alleged difficulty was self-created. Apparently did you bring in the deed?

MRS. BARNHART: We have everything right here. We have photographs and we have the deed and title report copies. Unless the board needs anything else, we have everything from the prior application.

MR. FENWICK: As long as you're satisfied.

MRS. BARNHART: That was a copy you didn't get that, it is the Notice of Denial I got today and these are your applications.

MR. LUCIA: When you fill that out, there's an instruction sheet on top, if you have any questions, give Pat a call and when you return that to us, we'll need two checks, one for \$50 application fee and second for \$250 deposit against Town consultant review fees and various disbursements the board has.

MR. MORIN: Is my list still, I have a list.

MR. LUCIA: You might take it into the assessor in case there is, there's been any changes. You might run it to make sure it's up to date.

MR. MORIN: Thank you.

MR. NUGENT: Would it be possible to get a copy of the

November 23, 1992

32

old minutes before the public hearing?

MR. FENWICK: Yeah, I'd like to request that, Pat.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

92-46

Date: 3/21/92
11/30/92

I. Applicant Information:

- (a) ANDRE MORIN 643 RT. 9-W NEWBURGH, N.Y. 565-7754 X

(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. ✓ Property Information:

- (a) R-4 South side of Hickory Ave. - BDL 63-1-1.2 1.99A
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? _____
- (c) Is a pending sale or lease subject to ZBA approval of this application? _____
- (d) When was property purchased by present owner? 1982
- (e) Has property been subdivided previously? _____
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

(b) ^{N/A} 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.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of HR/Bulk Regs., Col. H.

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

* Residential Districts only
 ** No-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 may have made to alleviate the difficulty other than this application.

Have tried to purchase additional land but was unable to do so. I am requesting variance to make a buildable lot since no land is available.

VI. Sign Variance: ^{N/A}

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

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

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

signs.

N/A

(c) ^{*N/A*} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. *N/A*

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

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

Single Family Home

IX. Attachments required:

- Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- Copy of tax map showing adjacent properties.
- N/A* Copy of contract of sale, lease or franchise agreement.
- Copy of deed and title policy.
- 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 in question.
- N/A* Copy(ies) of sign(s) with dimensions and location.
- Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR. *250.00*
- Photographs of existing premises which show all present

X. Affidavit.

Date: 11/30/92
~~2/31/92~~

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

-----X
In the Matter of Application for Variance of

Andre' Morin,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

92-46.

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

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On December 1, 1992, I compared the 54 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
1st day of December, 1992.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

Title Insurance



KAR-VIN ABSTRACT CO.

CONTINENTAL ROAD, CORNWALL, N. Y. 12518

(914) 534-3854

GOSHEN (914) 294-6218

April 29, 1982

Jeffrey G. Berry, Esq.
P.O. Box 511
233 Liberty Street
Newburgh, New York 12550

Re: Morin from Doce
Title No. G767102
Our File NW-128

Dear Mr. Berry:

Enclosed herein please find Policy of Title Insurance in the above referenced matter.

Very truly yours,

Vincent J. Tangredi

VJT/kst
Enclosure



KAR-VIN ABSTRACT CO.

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REPRESENTING
COMMONWEALTH LAND TITLE INSURANCE COMPANY

20-110' ON 80:81 76:81 JDR

TEL NO. 534-3854

KARVIN ABSTRACT

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Policy No. 606-019240

Title No. G767102

Name of Insured Andre Morin

Amount of Insurance \$ 5,000.00

Date of Issue April 2, 1982

The estate or interest insured by this policy is fee simple vested in the insured by means of deed

made by Vincent J. Doce to the insured dated 4/2/82 and duly recorded in the office of the County Clerk, County of Orange.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

- 1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
- 2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
- 3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with any violation thereof.
- 4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the priority of the insured.
- 5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
- 6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

- 7. Survey dated 3/18/75, revised 4/3/75, revised 4/8/82 shows vacant land bounded on the west by Willow Avenue and on the north by Sycamore Drive. Proposed 25' private drive is shown extending easterly to Hickory Avenue.
- 8. Rights of tenants or persons in possession.
- 9. Covenants and restrictions in Liber 1779 Cp. 126. Grants in Liber 729 Cp. 166, Liber 738 Cp. 460, Liber 775 Cp. 107, Liber 1029 Cp. 282, Liber 1308 Cp. 264. Right of way in Liber 1779 Cp. 126 and Liber 1860 Cp. 689.

SCHEDULE "B" OF THIS POLICY CONSISTS OF TWO SHEETS(S).

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Policy No. 606-019240

Title No. G767102

SCHEDULE B (continued)

10. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.
11. The amount of acreage is not insured.
12. Policy does not insure title to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of or adjoining the premises described in Schedule "A" or which may cross over the same.
13. Subject to rights and easements if any acquired by any public utilities company to maintain its poles and operate its wires, lines etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
14. No rights in and to Beaver Dam Lake, beaches on same or right of ways thereto and therefrom will be insured hereunder.
15. Water meter and sewer rental charges accruing since the date of the last reading and building purpose or unfixed water frontage charges subsequently entered.

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy

ALL that piece or parcel of land situated in the Town of New Windsor, Orange County, New York, being lots numbered 1 through 12 and Lot #51, in Block 17, on a certain map entitled Beaver Dam Lake, Section 1, lands of Henry Powell Ramsdell, Towns of Cornwall and New Windsor, Orange County, New York, made by Blake and Woodhull, C.E. dated April 22nd, 1931 and filed in the Office of the Clerk of Orange County.

THIS INDENTURE, made the 2nd day of April , nineteen hundred and eighty-two
BETWEEN Vincent J. Doce, residing at 15 New Road, Town of Newburgh, Orange County, New York

party of the first part, and Andre Morin

residing at 643 Route 9-W, Middlehope, Town of Newburgh, Orange County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and no/xx (\$10.00)

----- dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or

successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange, and State of New York, and more particularly described as follows:

Being Lots #1 through #12 & #51 of Section 17, as shown on a map entitled "Beaver Dam Lake - Section #1" filed in the Orange County Clerk's Office on May 5, 1931 as Map No. 1044.

Being a portion of premises conveyed to Vincent J. Doce by Margaret Donahue, by deed dated 10/27/70, recorded 11/20/70 in the Orange County Clerk's Office in Liber 1860 at Page 689

party of the first part, and Andre Morin

residing at 643 Route 9-W, Middlehope, Town of Newburgh, Orange County, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and no/xx (\$10.00)

dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

Being Lots #1 through #12 & #51 of Section 17, as shown on a map entitled "Beaver Dam Lake - Section #1" filed in the Orange County Clerk's Office on May 5, 1931 as Map No. 1044.

Being a portion of premises conveyed to Vincent J. Doce by Margaret Donahue, by deed dated 10/27/70, recorded 11/20/70 in the Orange County Clerk's Office in Liber 1860 at Page 689

of the interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

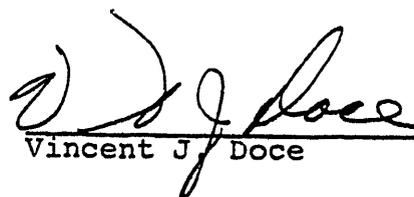
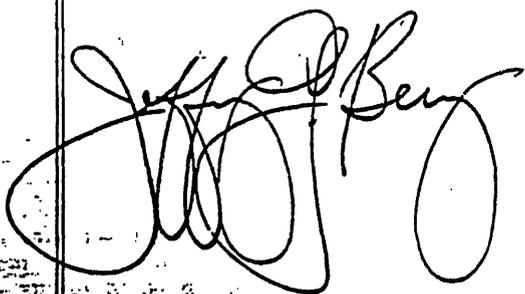
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

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

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

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

IN PRESENCE OF:



Vincent J. Doce

L.S.

On the _____ day of _____, 19 0 2, before me personally came Vincent J. Doce

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

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

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

VINCENT J. TANGREDI
Notary Public, State of New York
No. 4707715
Qualified in Orange County
Term Expires March 30, 19...

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____, 19 _____, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he is the of _____;

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

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____, 19 _____, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he knows _____;

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

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. NW-128

VINCENT J. DOCE

TO

ANDRE MORIN

SECTION
BLOCK
LOT
COUNTY OR TOWN

330
101

RETURN BY MAIL TO:

Jeffrey G. Berry, Esq.
P.O. Box 511
233 Liberty St.
Newburgh, N.Y. Zip No. 12550

New-York City

Recording Office.

6, S.S.
1219
5:35
Clyde

VINCENT J. TANGREDI
Notary Public, State of New York
No. 797715
Qualified in Orange County
Term Expires March 30, 1983

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____, 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he is the _____ of _____;

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

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____, 19____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he knows _____;

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

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. NW-122

VINCENT J. DOCE

TO

ANDRE MORIN

SECTION _____
BLOCK _____
LOT _____
COUNTY OR TOWN _____

330
101
New-NW Cabot

RETURN BY MAIL TO:

Jeffrey G. Berry, Esq.
P.O. Box 511
253 Liberty St.
Newburgh, N.Y. Zip No. 12550

Reserve this space for use of Recording Office.

RECEIVED
REAL ESTATE
APR 2 1982
TRANSFER TAX
ORANGE COUNTY

Orange County Clerk's Office, S.S.

Recorded on the _____ at _____
clock _____ M. in Liber _____
_____ at page _____
and Examined.

Murphy
P. S. ...

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

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

Appeal No. 46.

Request of André Morin

for a VARIANCE of

the regulations of the Zoning Local Law to

permit a Variance of 35 feet street Frontage
in order to meet bulk regulations for a building lot.

being a VARIANCE of

Section 48-12 Table of use/bulk Regs. Col. H

for property situated as follows:

Hickory Ave., New Windsor, N.Y.

Known and designated as tax map Sect. 63 - Blk 1

- lot 1.2

SAID HEARING will take place on the 14th day of
December, 1992, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

Richard Fenwick
Chairman

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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: NOVEMBER 23, 1992

APPLICANT: ANDRE MORIN
643 ROUTE 9W
NEWBURGH, N.Y. 12550 TEL: 565-7754

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MARCH 18, 1992
FOR (BUILDING PERMIT): ONE FAMILY HOUSE
LOCATED AT: HICKORY DRIVE B.D.L.

ZONE: R-4

DESCRIPTION OF EXISTING SITE: SECTION 63 BLOCK 1 LOT 1.2
IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. REQUIRED ROAD FRONTAGE 60 FEET



BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-4 USE A-9		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD		
REQ'D TOTAL SIDE YD		
REQ'D REAR YD.		
REQ'D FRONTAGE 60FT.	25FT.	35FT.
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE		

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

Date 3/17/93, 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth 389 meadows Hill Rd DR.
New Windsor Ny 12553

DATE		CLAIMED	ALLOWED
3/8/93	Zoning Board Meeting	75 02	
	Pine 2		
	Apache - 8 36.00		
	Bennett 7 31.50		
	Pizza - 11 49.50		
	Rizzo - 4 18.00		
	Mason - 3 13.50		
	Keyser 4 18.00		
	39.00	175 50	
		289 50	