

ZB# 95-26

Inaganti / Trifilo

68-3-2

Prelim.

June 12, 1995.

Proxy Statement &
Statement - 6/13/95.

Copy of Deed &
Fees Paid ① 150.00
② 300.00

Copy of Contract &

Ordered list - 5/21/95
Notice to be returned 6/12/95.

Public Hearing:

June 26, 1995.

Granted

5-0

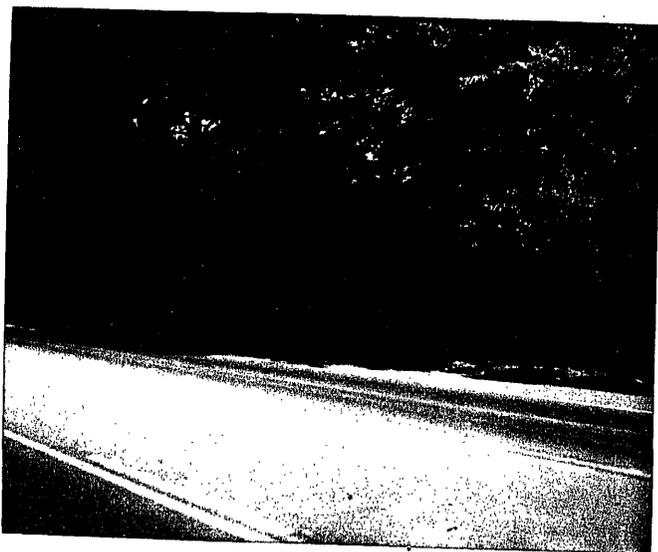
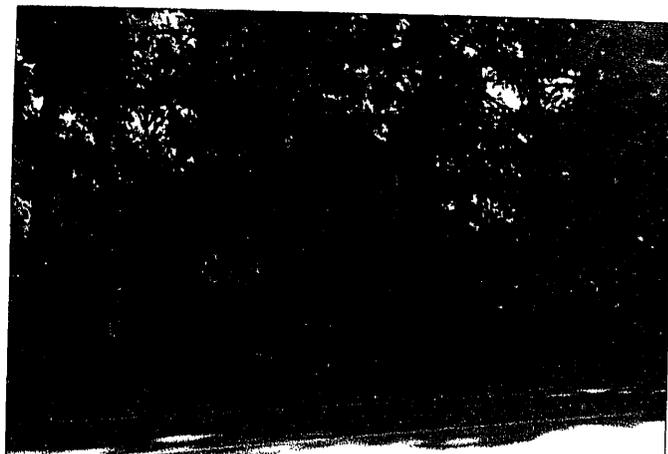
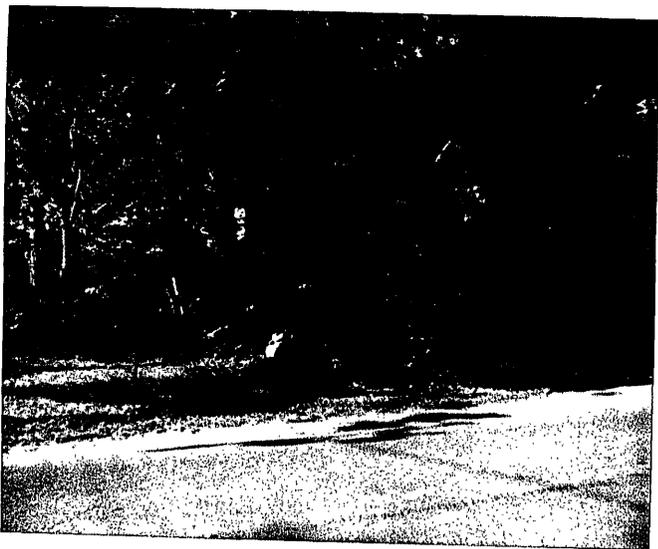
Refund: \$179.90

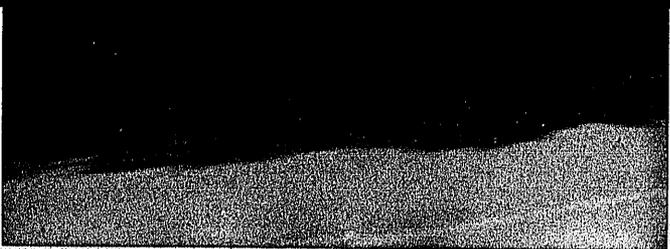
#95-26 - Inaganti, V.R. / Trifilo (owner)

68-3-2

Area Variances

See 94-41





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

GENERAL RECEIPT

14649
 19 95

June 1

Received of V.R. + mani m. Snaganti \$ 150⁰⁰

one Hundred fifty ⁰⁰/₁₀₀ DOLLARS

For ZBA # 95-26

DISTRIBUTION:

FUND	CODE	AMOUNT
ck # 976		150 ⁰⁰

By Dorothy H. Hansen

Town Clerk
 Title

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Inaganti, U.R. Trifilo

FILE # 85-26

RESIDENTIAL: ~~\$150.00~~
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA

USE

APPLICATION FOR VARIANCE FEE \$ 150.00 pd.
* * * * * CR# 4/1/95
976

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00 pd.
6/1/95

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 6/12/95 - 6 pages \$ 27.00
2ND PRELIM. MEETING - PER PAGE 6/26/95 - 3 pages \$ 13.50
3RD PRELIM. MEETING - PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____
TOTAL \$ 40.50.

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 4/12/95 \$ 35.00
2ND PRELIM. 6/26/95 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING \$ _____
PUBLIC HEARING \$ _____
TOTAL \$ 70.00

MISC. CHARGES:

Mailing \$ 9.60
TOTAL \$ 120.10

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$ _____
REFUND DUE TO APPLICANT \$ 179.90.

(ZBA DISK#7-012192.FEE)

Refund due.

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

MANI INAGANTI

DECISION GRANTING
AREA VARIANCES.

#95-26.
-----x

WHEREAS, ETTA TRIFILO, 132 Old Temple Hill Road, New Windsor, New York 12553, owner, and MANI INAGANTI, 43 Jefferson Street, Highland Mills, New York 10930, contract vendee, have applied for a 20,132 s.f. lot area, 51.17 ft. lot width, 28.90 ft. front yard on Route 300, 3.5 ft. side yard and 9.17 ft. maximum building height, to permit conversion of a residence to a medical arts complex on the north side of Route 300 in a C zone; and

WHEREAS, the applicants appeared by Nicholas Steyer of Cuomo Engineering P. C.; and

WHEREAS, a public hearing was held on the 26th day of June, 1995; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, there was no opposition to the application before the Board; and

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

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

2. The evidence presented by the applicant showed that:

(a) This is in an area containing both residences and commercial property. It was formerly a residence but has been becoming more commercial with commercial use of property now prevalent in the area.

(b) Property is improved by a one-family building which is presently in place. The applicant proposes to renovate the building to provide offices for psychiatrists. In this proposal the area of the building would not change from that which is at present.

(c) The proposed use of the building will permit traffic to enter from Temple Hill Road but requires that it exit on Old Temple Hill Road. This will ease the traffic congestion and impact although Temple Hill Road is an existing state highway which is adequate to handle the traffic in this area.

(d) The existing structure when renovated will be consistent with the neighborhood.

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

1. The requested variances 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.

3. Some of the variances requested are substantial but are nevertheless warranted since the structure is existing in the neighborhood and the variances requested, if granted, will not result in a change in the neighborhood.

4. The requested variances will not have an adverse impact or effect on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is not a self-created hardship in that the building already exists. It is a self-created hardship in the sense that the applicant seeks to use this existing building for a different purpose than that which it is presently implied for. It is the opinion of the Board that the variances requested should be granted because of the character of the neighborhood and variances will be necessary if the owner of this property will be able to alienate same for any use other than its present use.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweigh 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 area variances are the minimum variances 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 area variances.

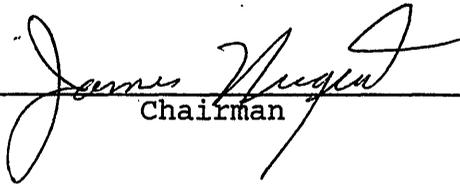
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 20,132 s.f. lot area, 51.17 ft. lot width, 28.90 ft. front yard on Route 300, 3.5 ft. side yard and 9.17 ft. maximum building height variance for conversion of a medical arts complex in the existing structure located on the north side of Route 300 between Old Temple Hill Road and Temple Hill Road in a C zone, as sought by the applicant 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: July 10, 1995.


Chairman

(ZBA DISK#12-011695.MI)

Date 6/28/95, 19.....

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

TO Frances Roth 147 Sycamore Dr DR.
New Windsor NY 12553

DATE		CLAIMED	ALLOWED
6/1/95	Dining Board Meeting	75 00	
	Misc. - 3		
	Dayton - 5		
	Dubetsky - 8		
	Roberts - 4		
	MCB - 7		
	Brown - 4		
	Jaroscak - 4		
	Rhodes - 14		
	Trifilo - 3 13.50		
	Francan - 10		
	Brisman - 5	337 50	
	ELTS - 8	<u>412 50</u>	
	75 pp		

PUBLIC HEARING:

TRILELLO, ETTA/INAGANTI

MR. NUGENT: V.R. - Request for 20,132 f.s. lot area, 51.17 ft. lot width, 28.90 ft. front yard on Rt. 300, 3.5 ft. side yard and 9/17 ft. maximum building height to permit medical arts complex on north side of Route 300 in C zone.

Mr. Nick Steyer of Cuomo Engineering appeared before the board for this proposal.

MR. NUGENT: Note for the record that there is no one in the audience for the public hearing.

MS. BARNHART: For the record, I have mailed out 30 addressed envelopes to adjacent property owners on June 13, 1995.

MR. STEYER: Just to refresh everybody's memory, .45 acre parcel in AC or design shopping district. I won't go down the values from the variance cause you just read those. Parking requirements were we needed 15 parking spaces, four parking spaces for each doctor plus one for each treatment room. We show 15 on the plan and we do meet the requirements. The lot is serviced by municipal sewer, currently individual well but we have plans to tap municipal water also. We were here in October, 1994 requesting the same variances to a lesser extent. Those variances were granted in October. From there, we went back to the Planning Board and we did receive final Planning Board approval. During the process of the sale of the property to Dr. Inaganti, it was discovered that the survey was off by ten feet hence us coming back here to obtain a greater variances. And that is the project.

MR. NUGENT: So you are here tonight, you're going to correct all that, is that true?

MR. STEYER: Correct, yes, that is the reason, sure, sure we're correcting the survey error, right.

MR. LANGANKE: Wasn't it the consensus of the board

that this was a good project and we were very happy to see the use being made of this property?

MR. KANE: That is correct.

MR. TORLEY: No one had any objections in the past.

MR. KANE: I have no questions at this time. You can open it up to the public.

MR. NUGENT: There is no public.

MR. KRIEGER: What's around this property?

MR. STEYER: Next door to the east it would be Mr. Dakooda (phonetic), who is here, he has a couple small businesses, a trophy shop and remanufactures car heads, I believe, if I am not mistaken, that would be to the east. To the west is a single family residence. To the north is Stewart's Shop, which is directly across the street from this property and to the south, that would be the Minute Man, I guess and that is it.

MR. NUGENT: This piece of property actually goes from road to road?

MR. STEYER: Yes, it does, from 300 to Old Temple Hill Road.

MR. KRIEGER: The building for which you're requesting the building height 9.17 feet, is that on site now, has it been built?

MR. STEYER: Yes, that building is existing we're going to renovate that building to make it a doctor's office.

MR. KRIEGER: There are no plans to add anything to that building in terms of height, in terms of its exterior dimensions?

MR. STEYER: No, there's not. Everything will remain within that current footprint.

MR. LANGANKE: Are the signs going to conform to town law?

MR. STEYER: Yes.

MR. TORLEY: And of course you have got all the DOT road cuts.

MR. STEYER: Yes, we actually have permits from the last submission that are still valid, we haven't changed any of the curb cuts.

MR. LANGANKE: I don't have any questions.

MR. NUGENT: I'll accept a motion.

MR. REIS: Make a motion that we accept the applicant's use and give him the permits for what he needs here to accomplish what they are setting forth.

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. REIS	AYE

Recd 57312
L 12299 141

Willis Woodruff's Deed

Made the 30th day of April, 1934 Nineteen Hundred and Fifty-two,

~~Edwidge~~ HEIDWIG GERDES, residing at Valls Gate (no street or number), in the Town of New Windsor, County of Orange and State of New York, a widow,

part^y of the first part, and

WILLIAM J. TRITTLIO and ETTY TRITTLIO, husband and wife, as tenants by the entirety, both residing at Valls Gate, (no street or number), in the Town of New Windsor, County of Orange and State of New York,

parties of the second part,

Witnesses that the part^y of the first part, in consideration of \$10.00-----, lawful money of the United States, and other good and valuable consideration do as honestly grant and release unto the part^y 1st of the second part, their heirs and assigns forever, all

THAT certain place or parcel of land situate, lying and being in the Town of New Windsor, Orange County, and State of New York, bounded and described as follows, to-wit:

BEGINNING at a point in the center of the Washington Square Valls Gate Road, more recently known as the Temple Hill Road, at the north-east corner of lands formerly owned by one Miller, and thence to and along the center of a stone wall on the northerly line of said Miller's lands south 61 degrees 31 Minutes West for 163.14 feet to the Easterly right of way line of the State Highway leading from Valls Gate Junction to Stewart Air Force Base; thence along the appoint Eastwery right of way line of said State Highway North 8 degrees 00 Minutes West for 100 feet to other lands of Gerdes; thence along other lands of Gerdes North 68 Degrees 42 Minutes East for 150.07 feet to the center of the Washington Square Valls Gate Road; thence along the same South 27 Degrees 08 Minutes East for 101.15 feet to the place of beginning.

BEING a portion of the same premises conveyed from Michael and Mary Oimorelli to Henry Gerdes by deed dated October 21, 1927 and recorded in the Orange County Clerk's Office on October 17, 1927 in Liber 980 of Deeds at Page 37, the said Henry Gerdes having died on July 26, 1934 in the County of Orange, a resident of said County, and having left a Last Will and Testament dated July 27, 1934, thereafter duly probated in the Surrogate's Court of the County of Orange, devising and bequeathing all of his property, both personal and real, to Heidwig Gerdes, the grantor herein.

134-136

→ CWD
~ 413158
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①①① ①①①

35.

38

FORM 681X - N. Y. DEED - Full Coverage With Life Coverage
(Laws of 1917, Chap. 681, Chap. 687, Laws of 1932)

TUTBLARK REGISTERED U.S. PAT. OFFICE
Title Law Print Publishers Ruffalo, N. Y.

This Indenture,

Made the 31st day of March,
Nineteen Hundred and Fifty-eight,

Between HEDWIG GERDES, residing at Vails Gate (no street or
number), in the Town of New Windsor, County of Orange and State of
New York, a widow,

part y of the first part, and
WILLIAM J. TRIFILO and ETTA TRIFILO, husband and wife, as tenants
by the entirety, both residing at Vails Gate (no street or number),
in the Town of New Windsor, County of Orange and State of New York,

parties of the second part,
Witnesseth that the party of the first part, in consideration of

TEN AND 00/100 Dollar (\$10.00)
lawful money of the United States, and other good and valuable consideration,
paid by the parties of the second part, do es hereby grant and release unto the
part ies of the second part, their heirs and assigns forever, all

THAT certain piece or parcel of land situate, lying and being in
the Town of New Windsor, Orange County, State of New York, bounded and
described as follows, to wit:

BEGINNING at an iron pin set in the ground on the westerly side
of the Old Temple Hill Road at the northeasterly corner of lands
conveyed by Hedwig Gerdes to William J. Trifilo and Etta Trifilo by
deed recorded in the Orange County Clerk's Office May 3, 1952 in Liber
No. 1229 at page 141.

THENCE along the northerly line of lands of William J. Trifilo
and Etta Trifilo south $56^{\circ} 37'$ West 126.70 ft. to an iron pin set in
the ground on the easterly line of the Stewart Air Field highway
leading from Vails Gate Junction to Stewart Air Force Base; THENCE
along the aforementioned highway's easterly line north $9^{\circ} 31'$ west
43.60 ft. to an iron pipe set at the intersection of the said easterly
line of highway and a new division line through lands of the party
of the first part; THENCE along the aforementioned new division line
north $59^{\circ} 18'$ east 112.70 ft. to an iron pin set on the westerly
side of a stone wall on the westerly side of the Old Temple Hill Road;
THENCE along the westerly side of the Old Temple Hill Road south 29°
 $09'$ east 35 ft. to the point or place of beginning. Containing
seventy-four one thousandths (0.074) of an acre more or less

All bearings are magnetic as of July 1957 A.D.

BEING a portion of the same premises conveyed from Michael and
Mary Cimorelli to Henry Gerdes by deed dated October 4, 1927 and
recorded in the Orange County Clerk's Office on October 17, 1927 in
Liber 680 of Deeds at page 37, the said Henry Gerdes having died on
July 28, 1934 in the County of Orange, a resident of said County, and
having left a Last Will and Testament dated July 27, 1934, thereafter
duly probated in the Surrogate's Court of the County of Orange,
devising and bequeathing all of his property, both personal and real,
to Hedwig Gerdes, the grantor herein.

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

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

THIS INDENTURE, made the 23rd day of June, nineteen hundred and eighty, BETWEEN ETTA TRIFILO, residing at Old Temple Hill Road (no number), Town of New Windsor, County of Orange and State of New York,

party of the first part, and WILLIAM J. TRIFILO and ETTA TRIFILO, husband and wife, as tenants by the entirety, both residing at Old Temple Hill Road (no number), Town of New Windsor, County of Orange and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----TEN & 00/100----- (\$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~~, situate, lying and being in the Town of New Windsor, Orange County, State of New York, bounded and described as follows:

BEING a strip of land 15 ft. in width and approximately 112.70 ft. in length on both sides with the westerly side being shorter than the easterly side fronting on the north by the Old Temple Hill Road and on the southerly side by the Stewart Airfield Highway, leading from Vails Gate junction to Stewart Air Force Base and adjoining on the northwesterly side the strip of land conveyed by Deed dated March 31, 1958 from Hedwig Gerdes to William J. Trifilo and Etta Trifilo and recorded in the Orange County Clerk's Office on April 3, 1958 in Liber 1458 of Deeds at page 38.

BEING a portion of the same premises described in a deed dated March 22, 1972 and recorded in the Orange County Clerk's Office on March 23, 1972 in Liber 1901 of deeds at page 834, from Hedwig Gerdes to Etta Trifilo.

Rec'd 6/24/80
L 2168 of 428

Prelim: June 12, 1998

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

cc: Cuomo
Engineer.
569-0064

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 95-18 DATE: 1 JUNE 94

APPLICANT: MANI INA GAUTI
43 JEFFERSON ST
HIGHLAND MILLS NY 10930

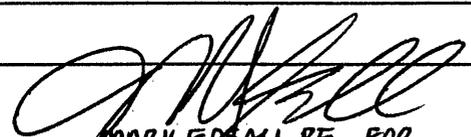
PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED (N/A DIRECT REFERRAL)
PER DWIVER REQUEST
FOR (~~SUBDIVISION~~ - SITE PLAN) _____

LOCATED AT NORTH SIDE OF RT 300

_____ ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 68 BLOCK: 3 LOT: 2

IS DISAPPROVED ON THE FOLLOWING GROUNDS: _____
LOT AREA; LOT WIDTH; FRONT YARD (RT 300)


MARK EDSALL, PE, FOR
MICHAEL BABCOCK,
BUILDING INSPECTOR

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>C</u> USE <u>A-9</u>		
MIN. LOT AREA <u>40,000 SF</u>	<u>19,868 SF</u>	<u>20,137 SF</u> (MB)
MIN. LOT WIDTH <u>200 FT</u>	<u>148.83 FT</u>	<u>50.17 FT</u>
REQ'D FRONT YD (<u>R+300</u>) <u>60 FT</u>	<u>31.1 FT</u>	<u>28.90 FT</u>
REQ'D SIDE YD. <u>30 FT</u>	<u>27.4 FT</u>	<u>3.5 FT VARIANCE ALREADY GRANTED</u> (MB)
REQ'D TOTAL SIDE YD. <u>70 FT</u>	<u>N/A</u>	<u>—</u>
REQ'D REAR YD. <u>30 FT</u>	<u>37.5 FT</u>	<u>—</u>
REQ'D FRONTAGE <u>N/A</u>	<u>—</u>	<u>—</u>
MAX. BLDG. HT. <u>4" FT N.I.L. = 9.13'</u>	<u>18'</u>	<u>9.17 FT VARIANCE ALREADY GRANTED</u> (MB)
FLOOR AREA RATIO <u>0.5</u>	<u>0.11</u>	<u>—</u>
MIN. LIVABLE AREA <u>N/A</u>	<u>—</u>	<u>—</u>
DEV. COVERAGE <u>N/A</u> %	<u>—</u> %	<u>—</u> %
O/S PARKING SPACES <u>15</u>	<u>15</u>	<u>—</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
 (914-563-4630) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
 OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

P R O X Y S T A T E M E N T
FOR SUBMITTAL TO THE
TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS

MRS ETTA TRIFILO , deposes and says that She
resides at 55 VAILS GATE
(Owner's Address)
in the County of ORANGE
and State of NEW YORK
and that he is the owner in fee of TAX MAP #
SECT 68, BLK 3, LOT 2
which is the premises described in the foregoing application and
that he has authorized CUOMO ENGINEERING
to make the foregoing application as described therein.

Date: June 6, 1995

Etta M. Trifilo
(Owner's Signature)
Richard J. Trifilo
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT
AND/OR OWNER AT THE MEETINGS.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

95-26

Date: 06/02/95

I. Applicant Information:

- (a) TRIFILIO, FITTA - 132 Old Temple Hill Road, New Windsor, N. Y. x
(Name, address and phone of Applicant) (Owner)
- (b) INAGANTI, V.R.- 43 Jefferson Street, Highland Mills, N.Y. 10930
(Name, address and phone of purchaser or lessee)
- (c) -
(Name, address and phone of attorney)
- (d) CUOMO ENGINEERING - Stewart Intl. Airport, New Windsor, N. Y. 12553
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance Sign Variance
- Area Variance Interpretation

III. Property Information:

- (a) C 132 Old Temple Hill Road 68-3-2 19,868 s.f. +
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 05/03/52
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? Yes
If so, when? 11/94
- (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: n/a

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.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

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

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>40,000 s.f.</u>	<u>19,868 s.f.</u>	<u>20,132 s.f.</u>
Min. Lot Width <u>200 ft.</u>	<u>148.83 ft.</u>	<u>51.17 ft.</u>
Reqd. Front Yd. <u>60 ft.</u> (Rt. 300)	<u>31.1 ft.</u>	<u>28.90 ft.</u>
Reqd. Side Yd. <u>30 ft.</u>	<u>27.4 ft.</u>	<u>3.5 *</u>
Reqd. Total Side Yd. <u>70 ft.</u>	<u>n/a</u>	<u>-</u>
Reqd. Rear Yd. <u>30 ft.</u>	<u>37.5 ft.</u>	<u>-</u>
Reqd. Street Frontage* <u>n/a</u>	<u>-</u>	<u>-</u>
Max. Bldg. Hgt. <u>4"/ft. nll=9.13 ft.</u>	<u>18 ft.</u>	<u>9.17 *</u>
Min. Floor Area* <u>0.5</u>	<u>0.11</u>	<u>-</u>
Dev. Coverage* <u>n/a</u> %	<u>-</u> %	<u>-</u> %
Floor Area Ratio** <u>n/a</u>	<u>-</u>	<u>-</u>
Parking Area <u>15</u>	<u>15</u>	<u>-</u>

* Variances previously granted on 10/24/94 for building height and side yard.

* Residential Districts only * already granted

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

inaccurate. The Applicant must now reapply, at his expense, for five (5) variances, i.e. 20,132 s.f. lot area, 51.17 ft. lot width, 28.90 ft. front yard on Route 300, 3.5 ft. side yard variance and 9.17 ft. maximum building height in order to proceed with conversion from residence to medical arts complex.

The parcel in question is a single-family residence which was purchased by Trifilo in 1952. The area is now zoned C, designed shopping, and is under contract for purchase by Dr. V.R. Inaganti.

Dr. Inaganti, a psychiatrist, has an office at the Cornwall Hospital and proposes to purchase the Trifilo residence and transform the residence into a medical arts building with offices for three physicians. A medical arts building is permitted in the C zone. The parcel is located between two streets, i.e. Temple Hill Road, a major thoroughfare, and Old Temple Hill Road.

This request is in the nature of area variances and the Applicant presents five specific points for the ZBA members to explore:

1. The Applicant believes that if the variances are granted they will not produce an undesirable change in the character of the neighborhood or cause detriment to nearby properties since the immediate area is mostly commercial with neighboring stores such as Stewart's directly across the street, Spar Floor Coverings on the opposite corner from Stewart's, a car dealership, card store and bar/restaurant, also in the immediate area on Temple Hill Road.

2. There is no other method that the Applicant can feasibly pursue other than the area variances sought since the building is a pre-existing condition which does not now conform to the zoning in the area.

3. The Applicant submits that the Board may consider some of the variances sought to be substantial but since the structure was in place before the change of zoning took place in that area of town, Applicant feels that the requested variances should be granted.

4. Applicant feels that the proposed variances sought will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood. The variances refer to commercial approvals and will not ultimately create adversity since the neighborhood is zoned C.

5. The Applicant's difficulties are not self-created. The residence is located in a C zone, which is a commercial designation. The area and its surroundings are vastly becoming totally commercial with many of the single-family residences having been sold for commercial usage.

In view of all of the facts and circumstances presented to the Board, Applicant respectfully requests that the area variances sought be granted.

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

Applicant INAGANTI appeared before the ZBA on 10/24/94 requesting a change of use to construct a medical arts complex and several area variances. The variances were granted at that time. Applicant proceeded to file for a building permit and was informed that he would have to seek three (3) additional variances for area due to the fact that the survey which was used for the filing of the building permit was

(continued on page 3A)

(You may attach additional paperwork if more space is needed)

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	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(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.

_____.

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

_____.

VII. 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.)

(See attached construction site plans)

IX. Attachments required:

- Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- Copy of tax map showing adjacent properties.
- 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.
- Copy(ies) of sign(s) with dimensions and location.
- Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.
- Photographs of existing premises from several angles.

X. Affidavit.

Date: June 13, 1995.

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

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

* See proxy statement attached
(Applicant)

Sworn to before me this

____ day of _____, 19____.

XI. ZBA Action:

(a) Public Hearing date: _____.

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PROXY STATEMENT
FOR SUBMITTAL TO THE
TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS

DR. V.R. INAGANTI, deposes and says that he
resides at 43 JEFFERSON ST. HIGHLAND MILLS N.Y.
(~~Owner's~~ Address)
APPLICANT

in the County of ORANGE

and State of NEW YORK
APPLICANT

and that he is the ~~owner~~ in fee of TAX MAP #

SECT 68, BLK 3, LOT 2

which is the premises described in the foregoing application and
that he has authorized CUOMO ENGINEERING
to make the foregoing application as described therein.

Date: June 1, 1995.

* V.R. Inaganti
(Owner's Signature)

Patricia A. Bankart
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT
AND/OR OWNER AT THE MEETINGS.

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

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

V.R. Inaganti / Trifilo

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

95-26.

-----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 June 13, 1995, I compared the 30 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
13th day of June, 1995.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)

*Pls. publish immediately. Send bill to: Cuomo Engineering P.C.
Bldg 704 - Stewart Intl. Airport
2005 D Street - N.Y.*

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. 26

Request of ETTA TRIFILO and V.R. INAGANTI

for a VARIANCE of the Zoning Local Law to permit:

conversion of residence to medical arts building with insufficient lot area,
lot width, front yard, side yard and more than the allowable building height,
being a VARIANCE of Section 48-12 - Table of Use/Bulk Regulations -
Column C,D, E,F, & I

for property situated as follows:

132 Old Temple Hill Road, New Windsor, New York 12553,

known as tax lot Section 68 Block 3 Lot 2.

SAID HEARING will take place on the 26th day of June,
1995, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P.M.

JAMES NUGENT
Chairman

By: *Patricia A. Barnhart, Secy.*

Date 6/14/95, 19.....

TOWN OF NEW WINDSOR

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

TO Frances Roth, 147 Sycamore Dr DR.
New Windsor, NY 12553

DATE		CLAIMED	ALLOWED
6/12/95	Zoning Board Meeting	75 00	
	Misc. - 2		
	Rogers. - 8 pgs		
	Kill. G. Realty - 7		
	Tri filo - 6 37.00		
	Hayen - 4		
	ECTS - 9		
	Accumanno - 4		
	Mobil oil - 6		
	Evans - 1		
	47pp	211 50	
		286 50	

TRIFILO, ETTA/INAGANTI

Nick Steyers of Cuomo Engineering appeared before the board for this proposal.

MR. NUGENT: Request for 20,132 s.f. lot area, 55.17 ft. lot width and 28.90 ft. front yard on Rt. 300 to permit medical arts complex on north side of Rt. 300 in C zone.

MR. STEYER: I don't know how many of you folks remember back in October granting similar variances to this project. You remember Pat, I'm sure.

MS. BARNHART: Definitely.

MR. STEYER: I brought one copy of the approved plan, if you can just pass it around, that is what our variances are based on. I'll give you a little history of what happened and why we're back here again. Originally, you had granted the variances that we had requested, we went back to Planning Board, got an approval for our site plan. Dr. Inaganti was in the process of purchasing this property and the title company revealed that the survey was off by ten feet so we went back and had another surveyor do another survey of the property and indeed the property or the original survey which made the original site plan off by ten feet was true. So now we're looking for, it's the same business, it's three psychiatrists located between Temple Hill Road and Old Temple Hill Road. It's a .45 acre parcel. Variances that you granted on October 24 were lot area, you granted 19,098, we're now looking for 20,132, which is an increase of 1,034 square feet. Lot width you granted 44 feet, we're looking for 51.17, that is an increase of 7.17 feet.

MR. BABCOCK: 51 or 55?

MR. STEYER: 51.

MR. KANE: This is what we granted last time.

MR. STEYER: No, that is what we're looking for now.

MR. NUGENT: We have 55.

MR. BABCOCK: 55.17.

MR. STEYER: 55 is okay, we'll take that if we can get it.

MR. BABCOCK: That is what my calculations are.

MR. STEYER: Okay, we'll check that again, just to make sure. Front yard you granted 27.83, we're looking for 28.9. Side yard is actually less now we need 2.6 and building height remains the same at 9.17. Parking requirements are 4 spaces per doctor and one space per examining room for a total of 15 parking spaces. We did achieve 15 parking spaces on the site plan. The lot is serviced by municipal water and has an individual well which we plan on tapping the existing water main in the street.

MR. LANGANKE: It has a well which you plan on using?

MR. STEYER: No, we're going to tap the municipal main, we're not even sure where the well is. It's underground somewhere, we know where it comes in but nobody's had any luck locating it. We had the water department down there and they said there was never a bill on it so hopefully there's no municipal water.

MR. NUGENT: Michael, if you take 148.83 from 200--

MR. BABCOCK: It's our mistake, it is 51.17, sorry.

MR. STEYER: That is okay. I don't mind if I am right.

MS. BARNHART: Mike, do you want to amend the Notice of Denial, please?

MR. TORLEY: Maybe you want to make it 52.

MR. STEYER: Needless to say, this project has caused Dr. Inaganti a lot of wasted money, couple thousand dollars or a few thousand at least.

MR. NUGENT: Are we picking up the original variance to

grant already then we're just adding a new one, this is a brand new one?

MR. BABCOCK: No, we're doing totals, this paper that you have in front of us is the total variance disregarding the variance that he already had that he got.

MR. NUGENT: So actually have two variances on that piece of property.

MR. BABCOCK: Once I think this variance if this variance is granted, the other one will be null and void.

MR. NUGENT: Well, the reason I am asking you this question is that on the Notice of Denial it says 3.5 foot variance already granted and 9.17 foot variance already granted. Now that would tell me that there's going to be two variances on this piece of property.

MR. KRIEGER: It doesn't override it but it makes it basically irrelevant, if he has a greater variance and lesser variance is contained within it, what difference does it make whether the lesser variance is contained within it or lesser variance is contained within it as long as he's got the greater one.

MR. NUGENT: It's on different aspects of the property, 3.5 is required side yard.

MR. BABCOCK: Let me ask you how do you want it, I'll do the numbers any way you'd like.

MR. NUGENT: I'm just asking you how we do it.

MR. BABCOCK: We're not sure neither.

MR. TORLEY: To me, it would make more sense to do it as Mike has it, here's the package that is the variances for the property, and we can make some notation that there's an earlier variance been granted and this supersedes them or however you want to phrase it, otherwise, it's going to get confusing.

MR. KRIEGER: As long as you have consent of the current property owner to do that then with respect to superseding and revoking the variances, there's no longer any argument, I assume and in exchange for a greater, they'd be willing to give up the lesser.

MR. STEYER: I think that would be the new proxy that we submitted, doesn't that really let me, allow me to represent that?

MR. KRIEGER: Yes.

MR. NUGENT: That is not my question. I think if you are going to throw out the old variance, then you'll have to include these three, the side yard variance that we already gave him and we also need to include the building height variance that we already gave him.

MS. BARNHART: We already granted them.

MR. TORLEY: Mike's point is right, chuck the old thing out and write one sheet of paper with all the variances we need.

MS. BARNHART: We already have a file that has a number on it of variances that were approved in 1994. They are on file in the town clerk's office. What am I supposed to do, chuck that out?

MR. NUGENT: Basically, yeah.

MR. LANGANKE: You keep it but this one would supersede it to include the variances from the previous.

MR. NUGENT: And you'd have two variances on the property.

MR. LANGANKE: Yes, but this is the one that counts.

MR. NUGENT: No, it isn't. He was asking for five the last time.

MR. KRIEGER: This now is what, three?

MR. BABCOCK: He's only asking for three.

MR. KRIEGER: The old one he's already got.

MR. LANGANKE: Include those on this again so you have everything on this variance.

MR. TORLEY: Then just put a notation that the old variance, see page, book whatever you want to call it, the new one.

MR. KANE: I think that is--

MR. BABCOCK: I can cross out the words already granted, variances already granted and we'll just look at the whole thing.

MR. LANGANKE: Then it's no problem.

MR. NUGENT: I'd rather see that than have two variances in the man's folder.

MR. BABCOCK: You don't have a problem with that if they granted them last time?

MR. STEYER: No, I understand, that is fine.

MR. KANE: I thought it was a good project last time.

MR. NUGENT: I want to make sure this thing stands up.

MR. KANE: What this comes down to it's a correction.

MR. KRIEGER: It's a procedural question.

MR. STEYER: Sorry to cause all this trouble.

MR. BABCOCK: We only included the ones that increased or decreased the ones that stayed the same, we didn't include, but they want to worry about it, they want you to say for five variances.

MR. STEYERS: Okay, I understand.

MR. BABCOCK: I'll submit a new Notice of Denial tomorrow morning to cross this out, I'll just submit a

new one with all the variances on it, just cross your ones that says variance already granted, just cross that out.

MR. TORLEY: Would you accept a motion on this?

MR. NUGENT: We're not taking them away, we're just putting them into one variance.

MR. KRIEGER: If it turns out they are granted again, it's all academic, if it turns out that they are not granted, it's not academic.

MR. TORLEY: I move we set up Dr. Inaganti for his requested variances as to be defined by Mr. Babcock.

MR. KANE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. REIS	AYE

MR. BABCOCK: I'll submit a new denial if you want.

MR. NUGENT: No, what you did is fine, we'll vote on it that way.

CONTRACT OF SALE

Our File No. R-7397 May , 1994

Parties

Seller and Purchaser agree as follows:

SELLER: ETTA TRIFILO, presently residing at
ADDRESS: 134 Old Temple Hill Road, New Windsor, Orange
 County, New York 12553

PURCHASER: MANI M. INAGANTI, presently residing at
ADDRESS: 43 Jefferson Street, Highland Mills, Orange
 County, New York 10930

Purchase
Agreement
Property

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

134 Old Temple Hill Road
New Windsor, New York 12553
(68 - 003 - 2.0)

PARCEL I

THAT certain piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, and State of New York, bounded and described as follows, to wit:

BEGINNING at a point in the center of the Washington Square-Vails Gate Road, more recently known as the Temple Hill Road, at the north-east corner of lands formerly owned by one Miller; and runs thence to and along the center of a stone wall on the northerly line of said Miller's lands South 61 degrees 31 minutes West for 183.14 feet to the Easterly right of way line of the State Highway leading from Vails Gate Junction to Stewart Air Force Base; thence along the apparent Easterly right of way line of said State Highway North 8 degrees 00 minutes West for 100 feet to other lands of Gerdes; thence along other lands of Gerdes North 58 degrees 42 minutes East for 150.07 feet to the center of the Washington Square-Vails Gate Road; thence along the same South 27 degrees 09 minutes East for 101.15 feet to the place of beginning.

BEING a portion of the same premises conveyed from Michael and Mary Cimorelli to Henry Gerdes by deed dated October 4, 1927 and recorded in the Orange County Clerk's Office on October 17, 1927 in Liber 680 of Deeds at Page 37, the said Henry Gerdes having died on July 26, 1934 in the County of Orange, a

resident of said county, and having left a Last Will and Testament dated July 27, 1934, thereafter duly probated in the Surrogate's Court of the County of Orange, devising and bequeathing all of his property, both personal and real, to Hedwig Gerdes, the grantor herein.

ALSO BEING and intended to be the same premises as described in that certain deed dated the 30th day of April, 1952, running from Hedwig Gerdes to William J. Trifilo and Etta Trifilo, husband and wife, which deed was thereafter recorded in the Orange County Clerk's Office on the 3rd day of May, 1952, in Liber 1229 of Deeds at Page 141. The said William J. Trifilo having died the _____ day of _____, 19____, testate (or intestate), a resident of Orange County New York, leaving him surviving Etta Trifilo, his spouse, grantor herein.

PARCEL II

THAT certain piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, State of New York, bounded and described as follows, to wit:

BEGINNING at an iron pin set in the ground on the westerly side of the Old Temple Hill Road at the northeasterly corner of lands conveyed by Hedwig Gerdes to William J. Trifilo and Etta Trifilo by deed recorded in the Orange County Clerk's Office May 3, 1952 in Liber No. 1229 at page 141.

THENCE along the northerly line of lands of William J. Trifilo and Etta Trifilo south 56 degrees 37 minutes West 126.70 feet to an iron pin set in the ground on the easterly line of the Stewart Air Field highway leading from Vails Gate Junction to Stewart Air Force Base; THENCE along the aforementioned highway's easterly line north 9 degrees 31 minutes West 43.60 feet to an iron pipe set at the intersection of the said easterly line of highway and a new division line through lands of the party of the first part; THENCE along the aforementioned new division line north 59 degrees 18 minutes East 112.70 feet to an iron pin set on the westerly side of a stone wall on the westerly side of the Old Temple Hill Road; THENCE along the westerly side of the Old Temple Hill Road south 29 degrees 09 minutes East 35 feet to the point or place of beginning. Containing seventy-four one thousandths (0.074) of an acre more or less.

All bearings are magnetic as of July 1957 A.D.

BEING a portion of the same premises conveyed from Michael and Mary Cimorelli to Henry Gerdes by deed dated October 4, 1927 and recorded in the Orange County Clerk's Office on October 17, 1927 in Liber 680 of Deeds at page 37, the said Henry Gerdes having died on July 28, 1934 in the County of Orange, a resident of said county, and having left a Last Will and Testament dated July 27, 1934, thereafter duly probated in the Surrogate's Court of the County of Orange, devising and bequeathing all of his property, both personal and real, to Hedwig Gerdes, the grantor herein.

ALSO BEING and intended to be the same premises as described in that certain deed dated the 31st day of March, 1958, running from Hedwig Gerdes to William J. Trifilo and Etta Trifilo, husband and wife, which deed was thereafter recorded in the Orange County Clerk's Office on the 3rd day of April, 1958, in Liber 1458 of Deeds at Page 38. The said William J. Trifilo having died the _____ day of _____, 19____, testate (or intestate), a resident of Orange County New York, leaving him surviving Etta Trifilo, his spouse, grantor herein.

PARCEL III

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

BEING a strip of land 15 feet in width and approximately 112.70 feet in length on both sides with the westerly side being shorter than the easterly side fronting on the north by the Old Temple Hill Road and on the southerly side by the Stewart Airfield Highway, leading from Vails Gate junction to Stewart Air Force Base and adjoining on the northwesterly side the strip of land conveyed by Deed dated March 31, 1958 from Hedwig Gerdes to William J. Trifilo and Etta Trifilo and recorded in the Orange County Clerk's Office on April 3, 1958 in Liber 1458 of Deeds at page 38.

BEING a portion of the same premises described in a deed dated March 22, 1972 and recorded in the Orange County Clerk's Office on March 23, 1972 in Liber 1901 of Deeds at page 834, from Hedwig Gerdes to Etta Trifilo.

ALSO BEING and intended to be the same premises as described in that certain deed dated the 23rd day of June, 1980, running from Etta Trifilo to William J. Trifilo and Etta Trifilo, husband and wife, which deed was thereafter recorded in the Orange County Clerk's Office on the 24th day of June, 1980, in Liber 2168 of Deeds at Page 428. The said William J. Trifilo having died the _____ day of _____, 19____, testate (or intestate), a resident of Orange County New York, leaving him surviving Etta Trifilo, his spouse, grantor herein.

Buildings
and
Improvements

3. The sale includes:

(a) All buildings and improvements on the Property.

Fixtures,
Personal
Property

(b) The following fixtures and articles of personal property attached to or used in connection with the Property. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, screens, storm windows, storm doors, pumps and shrubbery, range and refrigerator.

Excluded from this sale are:

Furniture and household furnishings.

Price

4. The Purchase Price is\$140,000.00 payable as follows:
 Previously paid on Binder.....\$ 100.00
 On the signing of this Contract by check subject to collection.....\$ 14,000.00
 By allowance for the principal amount still unpaid on the Existing Mortgage.....\$
 By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller.....\$
 Balance in cash or certified check on delivery of the deed at the Closing.....\$125,900.00

Acceptable
Funds

5. All money payable under this Contract, unless otherwise specified, shall be either:
 a.) Cash, but not over ONE THOUSAND and 00/100 DOLLARS (\$1,000.00).
 b.) Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings

and loan association having a banking office in the State of New York, payable to the order of the SELLER in the presence of SELLER or SELLER'S attorney.

- c.) Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED AND 00/100 DOLLARS (500.00), or
- d.) As otherwise agreed to in writing by SELLER or SELLER'S attorney.

**Purchase
Money
Mortgage**

- 6. If a Purchase Money Note and Mortgage is to be given, it shall be drawn by the attorney for the Seller who shall charge a fee in the amount of \$250.00. The Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the Note and Mortgage. The Purchase Money Note and Mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

**Title
Transfer
Subject
To**

- 7. The Property is to be conveyed subject to:
 - (a) Building and zoning regulations.
 - (b) Conditions, agreements, restrictions and easements, of record.
 - (c) Any state of facts, an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
 - (d) Unpaid assessments payable after the date of the transfer of title.

**Deed and
Transfer
Taxes**

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

**Adjustments
at Closing**

- 9. The following are to be apportioned pro-rata as of the date of delivery of the deed:
 - (a) Interest on the Existing Mortgage, if applicable.
 - (b) Taxes, water rates and sewer rents base on the fiscal period for which assessed.
 - (c) Fuel, if any.

Water Meter

- 10. If there is a water meter on the Property, Seller shall

- Readings** furnish a reading to a date not more than thirty days prior to the time set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.
- Fire, other Casualty** 11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations law will apply.
- Closing Date and Place** 12. The Closing will take place at the office of Bloom & Bloom, P.C., 530 Blooming Grove Turnpike, New Windsor, or at the lending institution granting said mortgage within Orange County, New York at 2:00 p.m., on or before July 15, 1994.
- Broker** 13. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than R.J. Smith Realty and Barmann's Realty Sales and Seller agrees to pay broker the commission earned (pursuant to separate agreement).
- Purchasers Lien** 14. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the property. The liens shall not continue after default by the Purchaser.
- No Oral Change** 15. This Contract may not be changed or ended orally.
- Successors** 16. This Contract shall apply to and bind the distributes, executors, administrators, successors and assigns of the Seller and Purchaser.
- Multiple Parties** 17. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.
- Offer** 18. This Contract does not constitute an offer to sell by the Seller until same is signed by the Seller.
- Liability** 19. Seller shall have no liability after the closing for any obligation, statement or representation of Seller, express or implied, set forth in this Contract unless it is accompanied by a written Statement that it shall

survive the closing.

- As Is** 20. Seller conveys these premises in their "AS IS" condition.
- Certificate of Occupancy** 21. Seller agrees to provide a current Certificate of Occupancy at closing of title, or a letter from the building inspector indicating that the Building was constructed prior to the adoption of the local building code. However, if the cost of the same exceeds FIVE HUNDRED and 00/100 DOLLARS (500.00), Seller reserves the right to cancel this transaction. In that event, Purchaser may proceed with the transaction and assume the cost of all such repairs in excess of FIVE HUNDRED and 00/100 DOLLARS (500.00).
- Assignment of Contract** 22. This Contract shall not be assignable by Purchaser without the express written consent of the Seller.
- Objections To Title** 23. In the event that there are objections to title, Purchaser's attorney shall notify Seller's attorney, in writing, of such objection at least TEN(10) days prior to the date set for closing of title. In the event there is one or more objections to title, the Seller shall be entitled to an adjournment of THIRTY (30) days to correct such objection. In the event that the objection is such that it shall require the institution of an action by the Seller to remove such objection, then at the Seller's option, the Purchaser agrees that upon the return of the down payment, together with net title company charges, this Contract shall be canceled and neither party shall have any claim against the other.
- Radon** 24. Seller represents that he/she had no actual knowledge of the premises being affected by Radon. However, Purchaser is hereby placed on notice that Radon exposure on the premises may exist and that an appropriate test/inspection in that regard should be conducted by Purchaser. If Purchaser elects to conduct such test/inspection, Purchaser shall be solely responsible for the cost of same as well as the cost of addressing any Radon exposure, so detected; or in the event Radon exposure is detected, as an alternative, Purchaser may cancel this Contract and a full refund of the earnest moneys deposited shall be made to them. All such tests must be conducted within FIFTEEN (15) days of Purchaser signing this Contract.

Obtaining
a
Mortgage

25. This Contract is subject to Purchaser obtaining a Conventional Purchase Money Mortgage in an amount of \$ 125,900.00, at a prevailing rate of interest for a term of THIRTY (30) years, by June 20, 1994. Purchaser agrees to make prompt, good faith application for said mortgage. Upon Purchaser's failure to procure said mortgage by said date, then either party may elect to cancel this Contract, via written notice to the others' attorney, and upon the return of the earnest money deposit to the Purchaser, neither party shall have any further rights/obligations vis-a-vis the other and this Contract shall become null and void.

Termite
Inspection

26. This Contract is subject to a satisfactory termite inspection to be procured by Purchaser at his sole cost and expense by May 13, 1994.

Well and
Septic
Inspection

27. This Contract is subject to a satisfactory well and septic certification to be procured by Purchaser at his sole cost and expense by May 13, 1994.

Engineer's
Inspection

28. This Contract is subject to a satisfactory engineer's report to be procured by Purchaser at his sole cost and expense by May 13, 1994.

Merger
Clause

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

Social
Security
Number

30. The Social Security Numbers of the parties are as follows:

SELLER: Ms. Etta Trifilo SS# _____ - _____ - _____

PURCHASER: Mr. Mani M. Inaganti SS# 216 - 96 - 4352

Insurance
of Deposit
Money

31. Purchaser represents to Seller and Seller's attorney that he/she does not have any funds on deposit with The Bank of New York. Seller's attorney will rely upon this representation when depositing the earnest money funds paid by the Purchaser herein into his/her escrow account at The Bank of New York. Purchaser is hereby placed on formal notice that any funds of Purchaser already on deposit hereunder, exceed the sum of \$100,000.00, WILL NOT be covered by F.D.I.C.'S insurance, to the extent that

said aggregate funds exceed \$100,000.00, and the Purchaser, by signing this Contract hereby releases and exonerates the law firm of BLOOM & BLOOM, P.C., for any loss they may incur in that regard.

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

SELLER:

Etta Trifilo
Etta Trifilo

PURCHASER:

Mani M. Inaganti
Mani M. Inaganti

PURCHASER'S RIDER TO CONTRACT OF SALE

PURCHASER: MANI M. INAGANTI

SELLER: WILLIAM TRIFILO

PREMISES: 134 OLD TEMPLE HILL ROAD, NEW WINDSOR, NEW YORK

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DOWN PAYMENT. The down payment shall be held in escrow by SELLER'S attorney as SELLER'S agent, until closing of title or cancellation of the contract.
2. EASEMENTS, RESTRICTIONS, COVENANTS. Notwithstanding anything to the contrary contained elsewhere in this contract, PURCHASER shall not be obligated to complete this transaction if there are any existing easements, covenants and/or restrictions of record which render title unmarketable, except it is understood that the rights of utilities to maintain existing visible poles, lines and wires on the premises, and lines over or above ground servicing the premises to be conveyed, and water pipes and sewer lines servicing said premises to be conveyed, shall not be a grounds or objection to marketability, provided the existence of said lines, wires, etc., does not prevent the proposed use of the premises as a medical office nor disturb the existing dwelling.
3. APPORTIONMENTS. Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive closing of title.
4. TAX ROLL BACK AND/OR PENALTY TAXES. In the event that any time subsequent to the closing of title hereunder the premises shall be charged with "roll-back taxes" and/or "penalty taxes" and interest as the result of the loss of a prior tax exemption afforded to SELLER or his predecessor in title, SELLER hereby agrees to reimburse PURCHASER for the amount of "roll-back taxes" and/or "penalty taxes" and interest. This paragraph shall survive delivery of the deed.
5. SMOKE DETECTOR. SELLER represents that he has or will have prior to closing, installed a single station smoke detecting device in compliance with Executive Law {337.1 and will provide an affidavit confirming installation of said smoke detector at time of closing.
6. SURVEY. Notwithstanding anything to the contrary contained elsewhere in this contract, PURCHASER shall take title to the premises subject to such state of facts an accurate survey would show provided same does not render title unmarketable.
7. METES AND BOUNDS DESCRIPTION. In the event PURCHASER obtains a survey of the premises which is certified to SELLER, SELLER agrees to include in the deed of conveyance a metes and bounds description in accordance with the survey. However, SELLER does not warrant the accuracy of said metes and bound description.

8. WELL. In the event the water supply to the premises located on the property is by well, this Contract will be contingent upon such water supply being potable in accordance with the standards of the Orange County Board of Health. PURCHASER will take the necessary steps, at her sole cost and expense, and with due diligence, to obtain a report from the Orange County Board of Health or other recognized water testing laboratory to satisfy this contingency.

9. INSULATION. SELLER represents that to the best of his knowledge, no urea foam or asbestos insulation was ever used in the house and this representation and warranty shall survive closing of title.

10. HAZARDOUS MATERIALS. SELLER represents and warrants that neither he, nor to the best of his knowledge, any prior owner of the premises, any tenant, sub-tenant, prior tenant or sub-tenant have: (a) used or installed any "hazardous materials" as defined by any Federal, State or local environmental law, ordinance, rule (e.g., 42USC, {9601 et. seq.) on the premises; or (b) received any notice with regard to "hazardous materials" in relation to the property. This representation and warranty shall survive the delivery of the deed.

11. ADDITIONAL CONTINGENCIES. This transaction is contingent upon PURCHASER'S receipt of approval for use of the premises as a medical office as well as approval for the construction and use of fifteen (15) parking spaces.

12. WARRANTIES OF SELLER. The heating, plumbing, electrical systems, well, and all appliances shall be in working order and the roof and basement, if any, shall be free from leaks and seepage at the time of closing. These warranties shall not survive closing of title. PURCHASER shall have the right, forty eight (48) hours prior to closing, as well as on the day of closing, but before the scheduled time of closing, to inspect the premises.

13. POSSESSION OF PROPERTY. The conditions of the premises on closing shall be the same as at the time of the contract, reasonable wear and tear excepted. SELLER shall deliver the premises vacant and broom clean, free of all rubbish, garbage, debris and waste. SELLER agrees to continue to maintain the property in its present condition, and maintain the appearance of the premises in accord with the standard of the neighborhood.

14. TERMINATION. In the event any condition in this contract is not performed but the party who is to secure performance has in good faith with due diligence attempted to secure performance of that condition, and the contract is terminated because of the nonperformance of the condition, then and in such event, SELLER'S sole liability shall be to refund all money paid on account of this contract; in the event of his default, SELLER shall also reimburse PURCHASER for all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

15. DEATH OF PURCHASER. In the event of the death of PURCHASER prior to the Closing of Title, her legal representative, shall have the option of proceeding with this Contract or declaring it null and void and securing a refund of all earnest monies deposited hereunder.

16. CONTROLLING PROVISIONS. The provisions of this rider are in addition to the main body (printed form) of this contract. In each instance in which a provision of this rider shall contradict or be inconsistent with a provision of the main body of the contract or any prior or subsequent rider, the provisions contained in this rider shall govern and prevail.

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

18. ACCEPTANCE OF RIDER. The execution of the printed form by SELLER and PURCHASER of the contract annexed hereto shall constitute acceptance of the terms of this rider.

TO 60X16' AND ADD ROOF 23X60' TO OPEN DOG RUN.

- 67-5-14 BATES, KENNETH USE VARIANCE DENIED
ROUTE 94/PALOMINO DRIVE NC ZONE #88-37 12/12/88
REQUEST FOR ONE FAMILY RESIDENCE CONVERSION TO TWO-FAMILY IN NC
ZONE. USE NOT PERMITTED.
- 67-6-1 COLA, HUGO AND DOLORES AREA VARIANCE GRANTED
PALOMINO ROAD #82-14 ADJOURNED WITH NO ACTION 1/23/84
REQUEST FOR 31 1/2 FT. AND 23 FT. REAR YARD VARIANCES FOR
CONSTRUCTION OF A 12 FT. BY 16 FT. DECK. APPLICANT HAD TO APPLY TO
BOTH TOWNS OF NEW WINDSOR AND CORNWALL FOR VARIANCE.
- 68-1-3&7 DE VOTTI, SYLVIA/LEUMBRUNO, JOHN SPECIAL PERMIT DENIED
MERTES LANE IN PI ZONE #81-23 5/17/82
REQUEST FOR SPECIAL PERMIT FOR REPAIR OF TRUCKS IN ENCLOSED
BUILDING LOCATED IN PI ZONE.
- 68-2-2 LUGO, PEDRO USE/AREA VARIANCES GRANTED
MERTES LANE PI ZONE #90-27 03/11/91
REQUEST FOR USE VARIANCE TO CONSTRUCT SINGLE-FAMILY RESIDENCE
IN A PI ZONE, PLUS 29,208 S.F. LOT AREA, 80 FT. LOT WIDTH, 18 FT. SIDE
YARD AND 18.6 FT. BUILDING HEIGHT VARIANCES ON A LOT LOCATED ON MERTES
LANE IN A PI ZONE.
- 68-2-3 HORTON, RAYMOND AREA VARIANCE DENIED
MERTES LANE R.D.#2 #83-21 R-4A 6/27/83
REQUEST FOR 10 FT. SIDE YARD VARIANCE TO ALLOW 6 FT. STOCKADE
FENCE ALONG PROPERTY LINE. VARIANCE REQUIRED FOR FENCE OVER 4 FT.
HIGH.
- 68-3-2 TRIFILO, ETTA/INAGANTI, MANI AREA VARIANCES GRANTED
132 OLD TEMPLE HILL ROAD C ZONE #94-41 10/14/94
REQUEST FOR CHANGE OF USE FROM RESIDENCE TO MEDICAL ARTS
BUILDING. PROPERTY IS ZONED FOR THIS USE BUT A CHANGE OF USE IS
NECESSARY, PLUS (1) 19,098 S.F. LOT AREA, (2) 44 FT. LOT WIDTH, (3)
27.83 FT. FRONT YARD ON ROUTE 300, (4) 3.5 FT. SIDE YARD VARIANCE AND
(5) 9.17 FT. MAXIMUM BUILDING HEIGHT.
- 68-3-3 DE COUTO, LORRAINE USE/AREA VARIANCES GRANTED
ROUTE 300/OLD TEMPLE HILL RD. C ZONE #92-15 07/13/92
REQUEST FOR (1) USE VARIANCE TO PERMIT A CHANGE OF USE FROM
PRE-EXISTING, NON-CONFORMING RESIDENTIAL USE TO MIXED USE OF RETAIL
SALES BY CONVERTING AN EXISTING RESIDENTIAL GARAGE TO A FLOWER SHOP
AND CONTINUING THE EXISTING SINGLE-FAMILY RESIDENTIAL USE IN A
DETACHED STRUCTURE IN A C ZONE, (2) 19,168.1 S.F. LOT AREA, (3) 86 FT.
LOT WIDTH, (4) 33.1 FT. FRONT YARD, (5) 16.25 FT. SIDE YARD, (6) 1.95
FT. TOTAL SIDE YARD, (7) 10.42 FT. BLDG. HEIGHT, (AREA VARIANCES
NUMBERED 2 THROUGH 7 ALL APPLY TO CONVERSION OF THE EXISTING
RESIDENTIAL GARAGE TO RETAIL SALES AS A FLOWER SHOP), (8) 18.5 FT.
SIDE YARD VARIANCE AND (9) 21.2 FT. BLDG. HGT. VARIANCE (AREA
VARIANCES 8 AND 9 REFER TO THE EXISTING RESIDENCE AS A SINGLE-FAMILY
RESIDENCE), AT THE ABOVE LOCATION IN A C ZONE.
- 68-3-8&11 TARAVELLA, ADOLPH VARIANCE - AREA GRANTED
OLD TEMPLE HILL ROAD #78-4 C ZONE 1/23/78
REQUEST TO CONSTRUCT BUILDING FOR USE AS AN ART GALLERY WHICH IS
ALLOWED IN C ZONE. THE FOLLOWING AREA VARIANCES ARE REQUIRED FOR LOT



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

30

November 2, 1994

Cuomo Engineering
Box 2008 O Street
Building 704
New Windsor, NY 12553

Re: Tax Map Parcel #68-3-2

Dear Sirs:

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

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/co

LESLIE COOK
Sole Assessor

LC/co

cc: ~~Pat Bannan~~

Manning, Thomas & Kathleen I.
2 Creek Run Road
Newburgh, NY 12550

DeCouto, Terry C. & Lorraine
132 Old Temple Hill Road
New Windsor, NY 12553

Sheafe, Wayland H. & Joy C.
Box 21 Route 207
Rock Tavern, NY 12575

Emilio Panella as Trustee
PO Box 573
Vails Gate, NY 12584

Tornatore, Antonio & Gemma
32 Continental Drive
New Windsor, NY 12553

Nichols, Walter L. & Louella
PO Box 579
Vails Gate, NY 12584

Betrix, David B. & Elizabeth A.
PO Box 465
Vails Gate, NY 12584

Taravella, Frances T.
Box 94 Old Temple Hill Road
Vails Gate, NY 12584

Andrews, Eugene L. & Ruth
PO Box 292
Vails Gate, NY 12584

Simon, Daniel W. & Jennie E. & Jennie L.
6 Mertes Lane
New Windsor, NY 12553

Morey, Frank A. & Lois A.
Mertes Lane
New Windsor, NY 12553

Sherwood, Marcia J.
5 Putnam St.
Newburgh, NY 12550

Consolidated Rail Corp.
Property Tax Dept.
PO Box 8499
Philadelphia, PA 19101

Rashbaum, Gilbert
~~PO Box 7002~~ 6076 Pelican Bay Blvd.
5 Meadow Hill Road Naples, FL 33963
Newburgh, NY 12550

✓ Gualtieri, Clarence & Lorraine
32 Stony Run Road
Newburgh, NY 12550

Kodsi, Moshe &
Godsi Mayer
PO Box 575
Vails Gate, NY 12584

Strober, Eric D. &
Yankulis, John
c/o Temple Hill Property
550 Hamilton Ave
Brooklyn, NY 11232

Orange County I.D.A.
c/o Strober King Building Supply
PO Box 726
Vails Gate, NY 12584

Kumstar, Rose Bluckert
c/o Wendell Harp
PO Box 400
New Paltz, NY 12561

BILA Family Partnership
158 N. Main St.
Florida, NY 10921

Lawton, Edith B.
c/o Cameron Realty
236 Main St.
Cornwall, NY 12518

Beck, Raymond J. Jr. & Pauline A.
Box 498
Vails Gate, NY 12584

Stockdale, Arthur D. & Julie
35 Krista Lane
Jericho, VT 05465

Banks, Earnest & Ruth
125 Vails Gate Heights Drive
New Windsor, NY 12553

Reilly, John T. & Marina A.
133 Vails Gate Heights Drive
New Windsor, NY 12553

Feinberg, Joel & Talietha
PO Box 951
Vails Gate, NY 12584

✓ Morange, William A. & Diana A.
149 Vails Gate Heights Drive
New Windsor, NY 12553

Uherec, Joseph J. & Doreen V.
157 Vails Gate Heights Drive
New Windsor, NY 12553

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

Parisi, Dominick S. & Lucille
53 Highview Ave
Newburgh, NY 12550

-----X
In the Matter of the Application of

MANI INAGANTI

DECISION GRANTING
AREA VARIANCES.#94-41.
-----X

WHEREAS, ETTA TRIFILO, 132 Old Temple Hill Road, New Windsor, New York 12553, owner, and MANI INAGANTI, 43 Jefferson Street, Highland Mills, New York 10930, contract vendee, have applied for 19,098 s.f. lot area, 44 ft. lot width, 27,83 ft. front yard (on Route 300), 3.5 ft. side yard and 9.17 ft. maximum building height, for a proposed doctor's office in the existing structure located between Old Temple Hill Road and Temple Hill Road in a C zone; and

WHEREAS, the applicants appeared by Nicholas Steyer, Paul V. Cuomo, P. E., and by the proposed owner of the property, Dr. Inaganti; and

WHEREAS, a public hearing was held on the 24th day of October, 1994; and

WHEREAS, there were no spectators present at the public hearing; and

WHEREAS, there was no opposition to the application before the Board; and

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

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

2. The evidence presented by the applicant showed that:

(a) This is in an area containing both residences and commercial property. It was formerly a residence but has been becoming more commercial with commercial use of property now prevalent in the area.

(b) Property is improved by a one-family building which is presently in place. The applicant proposes to renovate the building to provide offices for psychiatrists. In this proposal the area of the building would not change from that which is at present.

(c) The proposed use of the building will permit traffic to enter from Temple Hill Road but requires that it exit on Old Temple Hill Road. This will ease the traffic congestion and impact although Temple Hill Road is an existing state highway which is adequate to handle the traffic in this area.

(d) Of the variances permitted, the lot area variance is

close to 50%. Of the lot width requirement, the variance sought is 4%. Of the front area variance, the front area variance which they request is 46.5%. The side yard variance request is 11.67%. The height variance requested is approximately 49%.

(e) The existing structure when renovated will be consistent with the neighborhood.

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

1. The requested variances 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.

3. Some of the variances requested are substantial but are nevertheless warranted since the structure is existing in the neighborhood and the variances requested, if granted, will not result in a change in the neighborhood.

4. The requested variances will not have an adverse impact or effect on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is not a self-created hardship in that the building already exists. It is a self-created hardship in the sense that the applicant seeks to use this existing building for a different purpose than that which it is presently implied for. It is the opinion of the Board that the variances requested should be granted because of the character of the neighborhood and variances will be necessary if the owner of this property will be able to alienate same for any use other than its present use.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variances are granted, outweigh 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 area variances are the minimum variances 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 area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT 19,098 s.f. lot area, 44 ft. lot width, 27.83

ft. front yard (Route 300), 3.5 ft. side yard and 9.17 maximum building height for a doctors office in the existing structure located between Old Temple Hill Road and Temple Hill Road in a C zone, as sought by the applicant 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: January 23, 1995.

Chairman

(ZBA DISK#12-011695.MI)

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. 41

Request of ETTA TRIFILLO/V.R. INAGANTI

for a VARIANCE of the Zoning Local Law to permit:

change of use from residence to medical arts building with insufficient lot area, lot width, front yard, side yard and building height;

being a VARIANCE of Section 48-12-Table of Use/Bulk Regs., Cols. C, D, E, F & I,

for property situated as follows:

132 Old Temple Hill Road, New Windsor, New York 12553

known as tax lot Section 68 Block 3 Lot 2.

SAID HEARING will take place on the 24th day of October, 1994, at New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 7:30 o'clock P. M.

JAMES NUGENT
Chairman

"XX"

APPLICANT'S PROXY STATEMENT
(for professional representation)

for submittal to the

TOWN OF NEW WINDSOR ZONING BOARD OF APPEALS

Etta M. Trifilo deposes and says that he
(Applicant)

resides at 55 Vails Gate, New York
(Applicant's Address)

in the County of Orange

and State of New York

and that she is the applicant for the V.R. Inaganti

Medical Arts Complex
(Project Name and Description)

which is the premises described in the foregoing application and

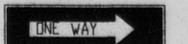
that she has authorized Quomo ENGINEERING
(Professional Representative)

to make the foregoing application as described therein.

Date: 10/17/94

Etta M. Trifilo
(Owner's Signature)
Debra J. Smith
(Witness' Signature)

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT AND/OR OWNER AT THE MEETINGS.



FINISHED GRADE
24" x 24" POURED
CONCRETE FOOTING

ONE WAY SIGN DETAIL

NO SCALE

24"x24" SQUARE
SIGN W/
WHITE LETTERING
W/ RED BACK-
GROUND



FINISHED GRADE
24" x 24" POURED
CONCRETE FOOTING

DO NOT ENTER SIGN DETAIL

NO SCALE

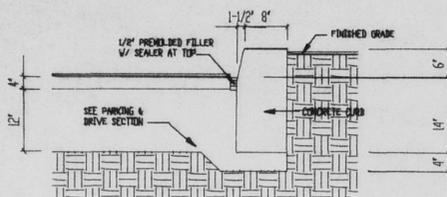
HANDICAPPED
PARKING SIGN
WHITE LETTERING
W/ BLUE BACK-
GROUND



FINISHED GRADE
24" x 24" POURED
CONCRETE FOOTING

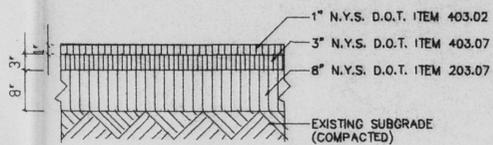
HANDICAP SIGN DETAIL

NO SCALE



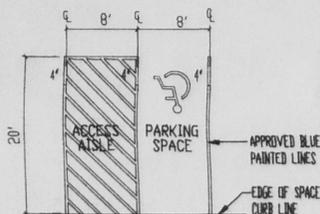
CONCRETE CURB SECTION

SCALE: 3/4"=1'-0"



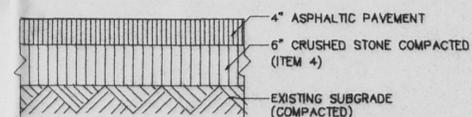
DRIVE SECTION (WITHIN DOT. ROW)

SCALE: 1"=1'-0"



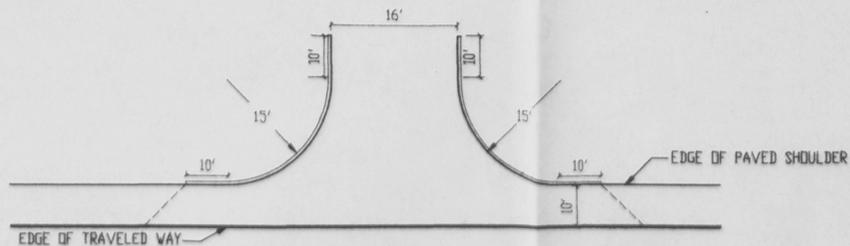
HANDICAPPED SPACE DETAIL

SCALE: 1"=10'



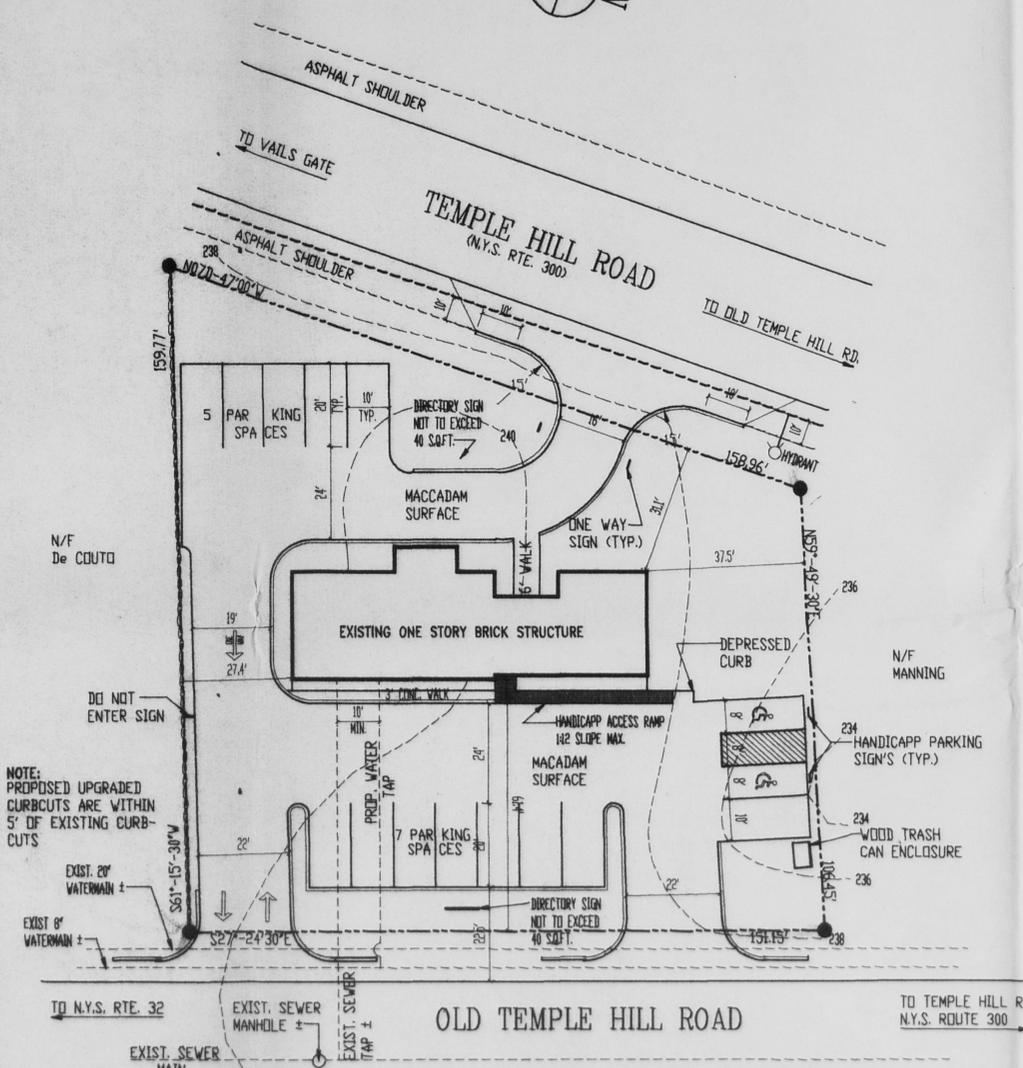
PARKING & DRIVE SECTION

SCALE: 1"=1'-0"



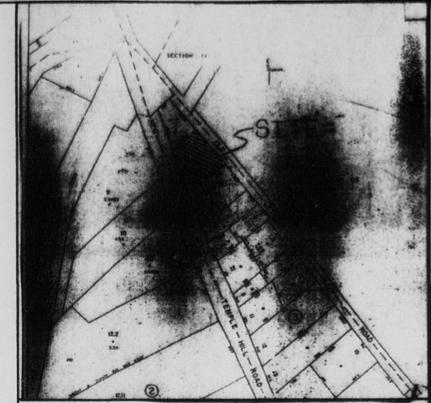
N.Y.S. ROUTE 300

N.Y.S. D.O.T. ONE WAY ENTRANCE CURB CUT DETAIL N.T.S.



SITE PLAN

SCALE: 1" = 20'-0"



LOCATION MAP

ZONING REQUIREMENTS

DISTRICT ZONE 'C' DESIGN SHOPPING (A-9)
SECTION 68 BLOCK 3 LOT 2

ITEM	REQUIRED	PROPOSED	ZBA
LOT AREA	40,000 SQ.FT.	19,868±	*
LOT WIDTH	200'	148.83±	*
FRONT YARD	60'	31.4'	*
SIDE YARD	30'	27.4'	*
BOTH SIDES	70'	64.9'	*
REAR YARD	N/A	N/A	*
MAX. BLDG. HGT.	8.83'	18' +/-	*
FLOOR AREA RATIO	0.5	0.11	*

ZONING NOTES:

- ALL OF THE ABOVE REQUESTED VARIANCES ARE PRE-EXISTING NON-CONFORMITIES.
- THE ABOVE VARIANCES WERE GRANTED ON OCT. 24, 1994 BUT DUE TO AN INCORRECT SURVEY, THE EXTENT OF THE VARIANCES MUST BE INCREASED DUE TO THE SIZE OF THE EXISTING NON-CONFORMING LOT.

VARIANCE REQUEST	VARIANCE GRANTED	VARIANCE REVISION
LOT AREA	19,098 SQ.FT.	1034 SQ.FT. +
LOT WIDTH	44'	7.17' +
FRONT YARD	27.83'(RTE.300)	1.07' +
SIDE YARD	3.5'	2.6' (EXISTING VARIANCE)
MAX BUILDING HGT.	9.17'	9.17' (SAME)

PARKING REQUIREMENTS (D-14)

MEDICAL AND DENTAL CLINICS OR OFFICES: 4 PARKING SPACES FOR EACH DOCTOR OR DENTIST, PLUS 1 FOR EACH EXAMINING OR TREATMENT ROOM

THREE PSYCHIATRIST'S x 4 PARKING SPACES PER PSYCHIATRIST = 12 SPACES

THREE (3) TREATMENT ROOMS x 1 PARKING SPACES PER EXAMINING ROOM = 3 SPACES

TOTAL PARKING SPACES REQUIRED = 15 SPACES

PARKING PROVIDED:

15 PARKING SPACES INCLUDING 2 HANDICAPP

GENERAL INFORMATION

- PROPOSED PSYCHIATRIC ARTS COMPLEX IN THE TOWN OF NEW WINDSOR.
- SURVEY INFORMATION PROVIDED BY: (FIELD SURVEY) WASHBURN ASSOCIATES 44-52 ROUTE 92 NEW WINDSOR N.Y. 12553
- OWNER: ETTA TRIFILO 55 VAILS GATE N.Y. 12584
- APPLICANT: V. R. INAGANTI 43 JEFFERSON ST. HIGHLAND MILLS, N.Y. 10930

APPROVAL BOX

PLANNING BOARD CHAIRMAN

NOTE: THIS PLAN IS COPYRIGHTED UNAUTHORIZED ALTERATION TO THIS PLAN IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.

DATE	ISSUANCE	#1

DATE	REVISION	#1

CUOMO ENGINEERING
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0063

DR. V. INAGANTI
T.N. OF NEW WINDSOR

SITE PLAN AMENDMENT

DATE: 5-16-95

DRAWN BY: N.P.S.

CHECKED BY: P.V.C.

SCALE: AS SHOWN

PROJECT NO.: 94233

DATE: 5-16-95

DRAWN BY: N.P.S.

CHECKED BY: P.V.C.

SCALE: AS SHOWN

PROJECT NO.: 94233

DATE: 5-16-95

DRAWN BY: N.P.S.

CHECKED BY: P.V.C.

SCALE: AS SHOWN

PROJECT NO.: 94233

SHEET OF

SP-1

PLANTING SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT	AMOUNT
A	ACER PALMATUM DISSECTUM	LACELEAF MAPLE	5'	7
B	CORNUS FLORIDA	FLOWERING DOGWOOD	5'	3
C	PICEA GLAUCA CONICA	DWARF ALBERTA SPRUCE	6'	20
D	RHODODENDRON CATAWBIENSE	CATAWBA RHODODENDRON	6'	16
E	PIERIS JAPONICA	ANDROMEDA	10'	34
F	CERCIS CANDENSIS	EASTERN REDBUD	30"	12

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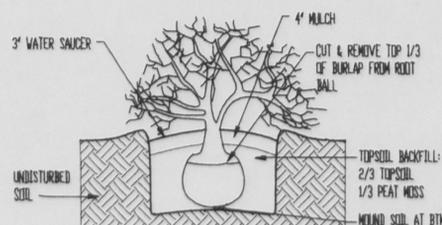
DATE	ISSUANCE	V1

DATE	REVISION	N1

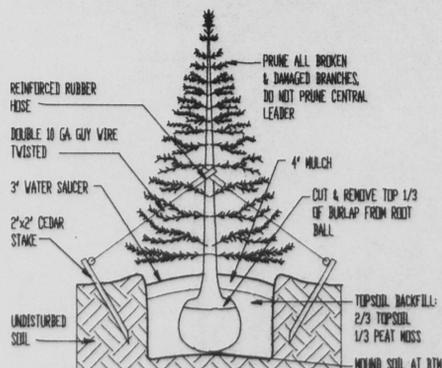
CUOMO ENGINEERING
 STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0063
 PROJECT TITLE: **LANDSCAPING PLAN**
 PROJECT TITLE: **DR. V. INAGANTI**
 PROJECT TITLE: **T.N. OF NEW WINDSOR**

DATE	SCALE
7-28-94	AS SHOWN

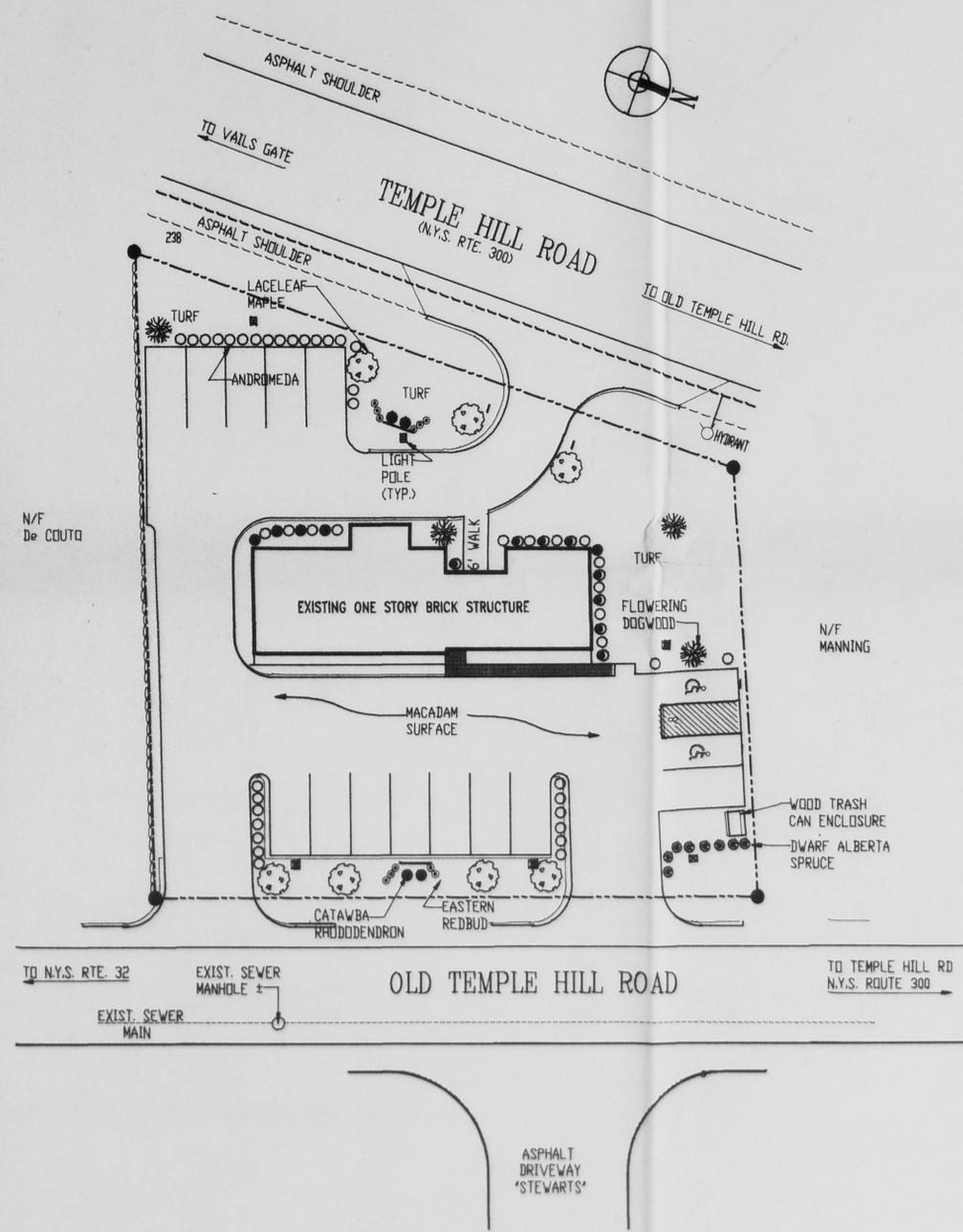
PROJECT NO.: 94233
LS-1



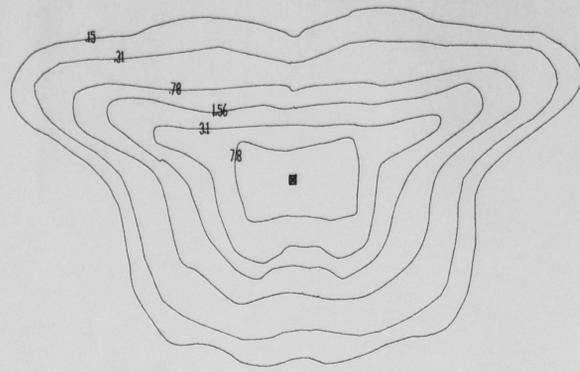
SHRUB PLANTING DETAIL
 NO SCALE



TREE PLANTING DETAIL
 NO SCALE



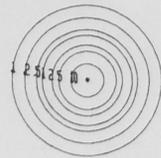
LANDSCAPING PLAN SCALE: 1" = 20'



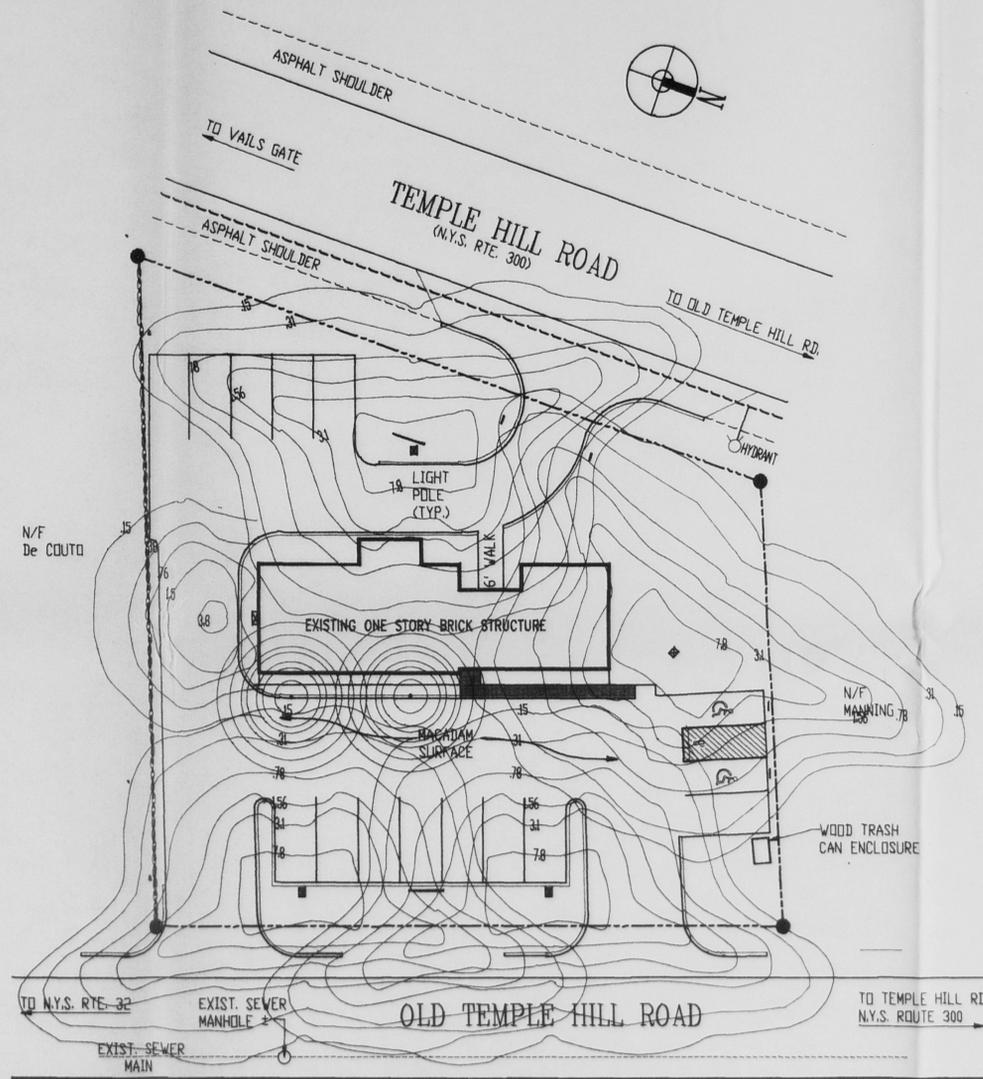
RC RECTANGULAR CUTOFF LUMINAIRE
250 WATT METAL HALIDE
18'-0" MOUNTING HEIGHT



PERMASHIELD CUTOFF LUMINAIRE
100 WATT METAL HALIDE
MOUNTING HEIGHT 11'-0"



MAGHU V. DOLLARD
100 WATT METAL HALIDE



LIGHTING PLAN SCALE: 1" = 20'

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OF SECTION 7209(2) OF THE
NEW YORK STATE EDUCATION
LAW.

DATE	ISSUANCE	BY

DATE	REVISION	BY

CUOMO ENGINEERING
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0063
PROJECT TITLE: LIGHTING PLAN
DR. V. INAGANTI
T.N. OF NEW WINDSOR

SEAL
DATE 7-28-94
DRAWN BY N.P.S.
CHECKED BY P.V.C.
SCALE AS SHOWN
PROJECT NO. 94233

LT-1