

ZB# 98-8

Surendra Sharma

19-5-1

Prelim.

Feb. 9, 1998.

Fees: paid ✓
(Ap. has paperwork)

• Motion to S. deal. p. 11
Notice to S. to be heard 2/21/98.

Public Hearing:

March 9, 1998.

Approved - Area

Refund: *171.50

#98-8 - Sharma, Surendra.

Area - 19-5-1

DATE APRIL 24 1992 RECEIPT 341018

RECEIVED FROM B.T. S. SIMMONS, M.D.

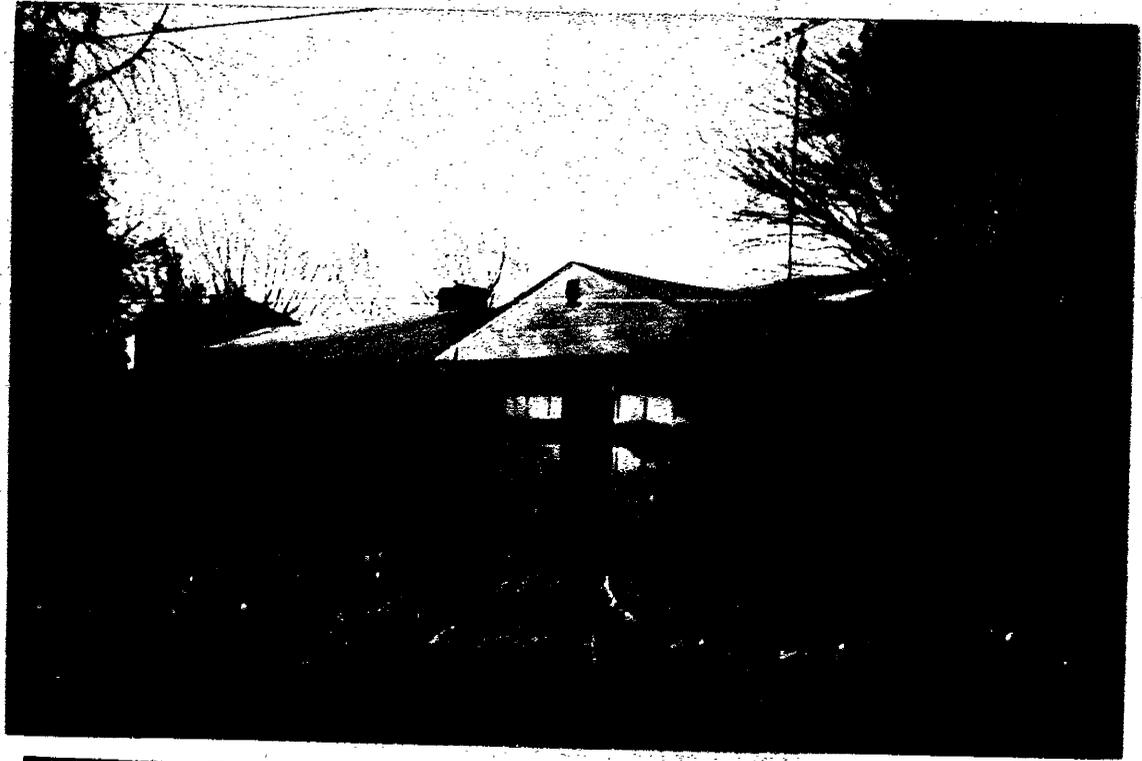
Address Highway 100 DOLLARS \$ 50⁰⁰/₁₀₀

FOR Z.B.A. #18-8

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	
AMOUNT PAID		CHECK	<u>50.00</u>
BALANCE DUE		MONEY ORDER	

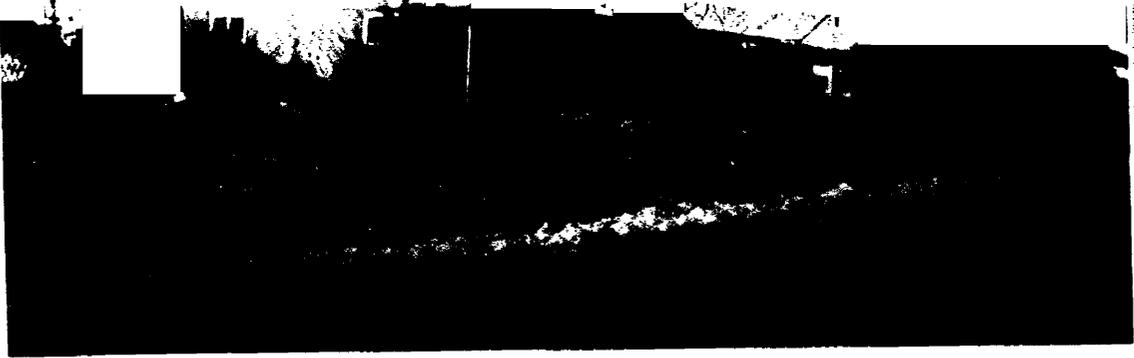
Town Clerk
BY Roxie H. Johnson







#98-8 - Sharma & Srinivasan.
Gina - 19-5-1



Area - 19-5-1

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Sharma, Surendra

FILE# 98-8

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

INTERPRETATION: \$150.00

AREA

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE ^{2/9/98-7} \$ 31.50

2ND PRELIMINARY- PER PAGE ^{3/9/98-6} \$ 27.00

3RD PRELIMINARY- PER PAGE \$ _____

PUBLIC HEARING - PER PAGE \$ _____

PUBLIC HEARING (CONT'D) PER PAGE \$ _____

TOTAL \$ 58.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: ^{2/9/98} \$ 35.00

2ND PRELIM. ^{3/9/98} \$ 35.00

3RD PRELIM. \$ _____

PUBLIC HEARING \$ _____

PUBLIC HEARING (CONT'D) \$ _____

TOTAL \$ 70.00

MISC. CHARGES:

..... \$ _____

TOTAL \$ 128.50

LESS ESCROW DEPOSIT \$ 300.00

(ADDL. CHARGES DUE) \$ _____

REFUND DUE TO APPLICANT . \$ 171.50

*paid #162-
2/24/98.
paid #163-
2/24/98.*

DR. S. SHARMA, M.D.
464 RIVER ROAD
NEWBURGH, NY 12550

162

50-7088/2219
BRANCH 72

DATE 2.20.98

PAY TO THE
ORDER OF

Town of New Windsor | \$ 50.00

ollar Fifty only

DOLLARS Security features
included
Details on back.

POUGHKEEPSIE

SAVINGS BANK, FSB
Bank of the Hudson
Newburgh Price Chopper Office
Newburgh, NY 12550 72

FOR

ZBA #98-8.

Friedman

⑆221970993⑆ 8658003929⑆ 0162

MARLAND

DR. S. SHARMA, M.D.
464 RIVER ROAD
NEWBURGH, NY 12550

163

50-7088/2219
BRANCH 72

DATE 2.20.98

PAY TO THE
ORDER OF

Town of New Windsor | \$ 300.00

ollar Three hundred only

DOLLARS Security features
included
Details on back.

POUGHKEEPSIE

SAVINGS BANK, FSB
Bank of the Hudson
Newburgh Price Chopper Office
Newburgh, NY 12550 72

FOR

ZBA #98-8.

Friedman

⑆221970993⑆ 8658003929⑆ 0163

MARLAND

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

SURENDRA SHARMA

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES**

#98-8.
-----X

WHEREAS, SURENDRA SHARMA, Clintonwood Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 5 ft. and 12 ft. front yard variance and 3 ft. 5 in. side yard variance on existing single-family residence located at corner of 22 Clintonwood Drive in an R-4 zone; and

WHEREAS, a public hearing was held on the 9th day of March, 1998 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared together with Jeffrey Lease, Real Estate Broker, before the Board for this Application; and

WHEREAS, there was one spectator appearing at the public hearing.

WHEREAS, the person appearing at the hearing had questions but no objections once those questions were answered; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

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

2. The evidence presented by the Applicant showed that:

(a) The property is a single-family residence located in a neighborhood of single-family residences.

(b) The property has been in existence for approximately 32 years.

(c) The Applicant is now seeking to sell the premises although it appears to be too close to the roadway according to the current standards.

(d) There is no certificate of occupancy in the Building Inspector's file although building permits and all other necessary documents have been issued.

(e) Because the property is located on the corner of a roadway, it is legally considered to have two front yards although in actual practice there is one front yard and a side yard. The location of the house has not changed since it was built nor has the location of the roadway.

(f) There are no exterior changes proposed by the Applicant. No shrubbery will be added or removed and no permission to add to the house is sought.

(g) There have been no complaints, formal or informal, about the house or its location since its location since its construction.

(h) The variances sought are the smallest variances possible considering the location of the house and the roadway.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision 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 the Applicant which can produce the benefits sought.
3. The variances requested are not substantial in relation to the Town regulations but nevertheless is warranted.
4. The requested variances will not have an adverse effect or impact 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 self-created.
6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law 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.

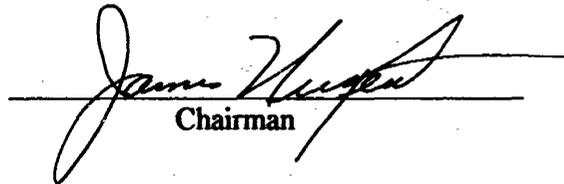
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 5 ft. and 12 ft. 4 in. front yard variance and 3 ft. 5 in. side yard variance for an existing single-family residence on a corner lot at the above address in an R-4 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: April 27, 1998.


Chairman

SHARMA, SURENDRA

MR. NUGENT: Request for 5 ft. and 12 ft. 4 in. front yard variance and 3 ft. 5 in. side yard variance on existing single-family residence on corner lot at 22 Clintonwood Drive in an R-4 zone.

Mr. Jeff Lease appeared before the board for this proposal.

MR. LEASE: My name is Jeff Lease, I'm from Lease Real Estate, I'm coming back to you representing Dr. Sharma.

MR. KANE: Do you want to see if anybody wants to speak?

MR. NUGENT: Is anyone here to speak on the Sharma issue?

MR. LEASE: The property at 22 Clintonwood Drive has been in existence for 32 years, built in 1966, it was originally built by the Ruscutti family, transferred ownership to the O'Berns, O'Berns to Sharma and now I'm before you now for a fourth title transfer, which is needing Certificate of Occupancy missing from the file. We have all of our other requirements through the building department regarding safety of the electrical system of the house and the building and the house is getting for the first time it appears in 32 years an actual C.O. The only thing that is outstanding are the setbacks that have been in place since the house was built. The side yard and two front yards because the house sits on a corner lot, it's been designated as having two front yards are compromised by both the angle of the roadway and the curvature of, the skewing of the house and the lot. This particular house sits on two lots and it represents one of the largest lots within that subdivision. The application as it's laid out asked whether there would be any adverse affects by granting this application and in the opinion of Dr. Sharma and Dan Lucia who prepared the application and myself, since the house has existed for so many years, there will be no exterior change with title transfer of the house, no shrubbery added, no addition to the house, just asking it to be permitted as it has for all

these years. The only way really to remediate the situation is to tear down essentially four corners of the house or three corners where it begins to encroach and I believe you have a copy of this survey plan.

MR. KRIEGER: In order to comply with the zoning, you have to move the whole house.

MR. LEASE: We don't have to move the house, we just have to chop it.

MR. KANE: Which is economically not feasible?

MR. LEASE: Economically not feasible. What I'd like to say though is that the house, even though that it does not conform to some of the strictest setbacks is in substantial conformance to the appearance of the neighborhood that the house sits about as far away as it would to any other house in the neighborhood and lines up, the front face of the house lines up with the adjacent, just happens that Clintonwood Drive bends in at that very point.

MR. KRIEGER: It's a one-family house in a neighborhood of one family houses?

MR. LEASE: Yes and will remain as such.

MR. KANE: When was the house built?

MR. BABCOCK: '66.

MR. LEASE: It was built at almost the exact same time as zoning went into effect and it's kind of a question as to what came first.

MR. KANE: Just not enough evidence to prove that it was in before zoning but there is--

MR. BABCOCK: There is a building permit.

MR. LEASE: There is a building permit but there was never a final C.O. issued and there is all other kinds of inconsistencies.

MR. KRIEGER: For the record, it's a question which has been explored and I think the applicant satisfied that he could not meet the burden of proof which is required of him to prove that it pre-exists zoning.

MR. KANE: But I wanted to get on the record that there's some evidence that that was started at least in 1966?

MR. KRIEGER: Yes.

MR. LEASE: At least within the subdivision of Clintonwood Drive, the second half of it, it is one of the oldest homes in the neighborhood. And in fact, I have photographs which I have copied here which actually show not very clearly here, that the road was gravel at the time that the house was completed. So it was a little unclear as to exactly how far the house sat back from the road even from when it was first built.

MR. TORLEY: Too bad they are not dated.

MR. LEASE: They are not dated, no, I got them from the only surviving Ruscutti left. That is basically the strictest interpretation of this determination is whether there will be any undesirable effect produced within the neighborhood, I think not as it was an existing condition which predates nearly every home in the neighborhood. Whether this applicant here, Dr. Sharma, has caused this condition. No, he hasn't, he inherited it and really didn't know that this was a problem until we went for the C.O. and this application. And whether there's going to be any adverse effect here, environmental or physical on the neighborhood, there are no exterior changes that will occur with the transfer of this title. And then finally, whether there will be any difficulty in mitigating this problem. Well, yeah, the corners of the house that you would need to take off would be the garage corner, a bedroom corner and the other garage corner, so it's a lousy looking house.

MR. KANE: The smallest variances possible you wouldn't need one of these variances if it wasn't a corner lot

so you have two front yards on this property?

MR. NUGENT: Right.

MR. LEASE: Yes, there are two front yards on this property.

MR. KRIEGER: You haven't asked for more than you need?

MR. LEASE: No.

MR. KANE: No more questions.

MR. TORLEY: No.

MR. KRIEGER: All set.

MR. NUGENT: I'll accept a motion.

MR. KANE: I move that we grant the requested variances.

MR. NUGENT: Just one minute, I'd like to open it up to the audience if anybody has something they'd like to question?

MS. ANN ALTOMARE: Yeah, I do, I have lived on Clintonwood for 29 years. Could someone please explain to me why a variance wasn't given or requested when Mr. Ruscutti sold that property. Mr. Ruscutti sold to it O'Bern, O'Bern to Dr. Sharma, how come all of a sudden this comes up and there's no certificate?

MR. KANE: The banks.

MR. NUGENT: The banks are much more strict.

MR. KANE: Banks require C.O.s, it's really not the towns, it's the bank that want it, they come and say we want the paperwork. Banks are much more picky than they used to be and that is the truth.

MR. KRIEGER: By used to be, that is within the last two years.

MR. KANE: We see it all the time and it's not the town that is forcing this issue, it's the banks that want the paperwork.

MRS. ALTOMARE: When a house is sold, isn't it surveyed?

MR. KANE: Yes, but that has nothing to do with the C.O. Other banks would accept surveys that could be seven years old and they'll accept it. Other banks, even if you have a one year old one, they want a brand new one right then and there.

MR. KRIEGER: Even if the present survey is the same as all the other surveys, not always, even if it is the same in the past, certain theoretical discrepancies which may have existed were overlooked or ignored by lending institutions as being inconsequential and something that didn't concern them. Now, with the change in their approach, everything concerns them, so that which was considered trivial two years ago is no longer trivial and necessitates such an application. It's entirely possible when the present owner of the premises bought it as well as the prior owner, the lending institutions may have known about it but simply didn't care and therefore, no application was necessary at that point.

MR. TORLEY: Nor did they need one.

MR. KANE: For instance, to give you an example, I refinanced my house and I heard back from the bank that I didn't have a C.O. for a structure on my property and the structure turned out to be a dog house. Okay?

MRS. ALTOMARE: I have nothing against Dr. Sharma, he's been my neighbor, but I was just wondering, it's ludicrous.

MR. NUGENT: You're absolutely right, it is, if you don't have one on your house, you're going to go through the same thing.

MRS. ALTOMARE: Me? When I sell my house, I better not.

MR. KRIEGER: Ludicrous though it may be, it is the reality of 1998.

MR. TORLEY: If you don't know whether you have one or not, you can come in and make an appointment with Mike, one of his staff give you a hand to make sure the paperwork is there.

MRS. ALTOMARE: Well, I'll be back and I'll make sure I have one.

MR. TORLEY: Not on your busy day.

MR. NUGENT: Any other questions from the audience? I'll close the public hearing and open it back up to the board. I'll accept a motion.

MR. KANE: I'd like to make a motion that we grant the requested variances at 22 Clintonwood Drive.

MR. REIS: Second it.

ROLL CALL

MR. KANE	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MS. OWEN	AYE

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

Prelim.
Feb. 9, 1998
#98-8

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

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

DATE: 2/3/98

(Jeff Lease)

APPLICANT: Surendra Sharma
22 Clintwood Drive
New Windsor, New York 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: February 3, 1998

FOR : #121- Issued on 11/15/66

LOCATED AT: 22 Clintwood Drive

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 19-5-1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Existing one family house does not meet minimum front yard set-back for a corner lot.

Arvid S. Lee
BUILDING INSPECTOR

PERMITTED

35'

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: 10 - E

Bulk Tables

48-14-B-2

MIN. LOT AREA:

MIN LOT WIDTH:

①	REQ'D. FRONT YD:	35'	30	5'
②	REQ'D FRONT YD	35	22.8	12' 4"
	REQ'D. SIDE YD:	15'	11.7	3 - 5"

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

4/9/98

Public Hearing: Sharma, Suresh #98-8

Name:

Address:

ANN A HOMARE

33 Clintonwood Dr. N.W.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-8

Date: 2/20/98

I. Applicant Information:

- (a) SURENDRA M. SHARMA & RITA SHARMA, 464 River Rd., Newburgh, NY 12550
(Name, address and phone of Applicant) (Owner)
- (b) RONALD TRUNCALI & CHRISTINE TRUNCALI, 37 City Terr. No., Newburgh,
(Name, address and phone of purchaser or lessee) NY 12550
- (c) DANIEL S. LUCIA, ESQ., 563 Temple Hill Rd., New Windsor, NY 12553
(Name, address and phone of attorney) (914) 561-7700
- (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 22 Clintonwood Drive, New Windsor 19-5-1 160' x 100'
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes - sale
- (d) When was property purchased by present owner? 10/16/79
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? N/A
- (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: no
- _____

IV. Use Variance.

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

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

(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 ___.

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 R-4 Zone Regs., Col. A 10.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
(1) Reqd. Front Yd. <u>35'</u>	<u>30'</u>	<u>5'</u>
(2) Reqd. Front Yd. <u>35'</u>	<u>22.8'</u>	<u>12.2'</u>
Reqd. Side Yd. <u>15'</u>	<u>11.7'</u>	<u>3.3'</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only
** 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)

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:

Please see attached Schedules A.

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

VI. Sign Variance:

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

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

(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.

(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

(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)

Schedule A

History of the Property

The applicants, Dr. Surendra M. Sharma and Dr. Rita Sharma, are the owners of an irregularly shaped, double lot, approximately 160' by 100', located at 22 Clintonwood Drive, New Windsor, New York. The lot is improved by a brick, ranch style house with three bedrooms, three baths, an office, pool with fence, and deck. The applicants purchased the property on October 16, 1979 and used the same as their residence until their recent move to a new house.

The subject lot is generically pie shaped and is located within the interior of the circle formed by Clintonwood Drive. All of the lot frontage is bounded by Clintonwood Drive as the road turns around a long arc describing a rounded corner of the road in front of the said lot. Consequently, the subject lot is considered a corner lot. Under the Zoning Local Law of the Town of New Windsor, New York, § 48-14 B. (2), if the property is considered a corner lot, ". . . front yards are required on both street frontages, and one yard other than the front yards shall be deemed to be a rear yard and the other or others side yards."

Upon information and belief, the house on the subject lot was constructed in approximately 1966 for Joseph Ruscitti and Sylvia B. Ruscitti and was the first house built in the neighborhood. The front yard and side yard setbacks established by this house appear to have been followed generally by the houses subsequently constructed in the neighborhood. The said setbacks

create a relatively uniform view of and from each of the said houses in the neighborhood.

Applicants believe that the said house may have been planned, and construction thereon begun, prior to the effective date of the first Town of New Windsor Zoning Ordinance. Unfortunately records to clearly establish the date construction commenced are not currently available to applicant. If construction of the house had commenced prior to the effective date of zoning in the Town of New Windsor, the existing house, with the existing two front yard setbacks and side yard setback, would be pre-existing and nonconforming, and would not have to comply with the current bulk regulations.

It appears that Building Permit # 121 was issued on November 15, 1966 for a one family dwelling on the subject lot. It is not clear from records available to applicant if the construction of the house had actually commenced prior to the issuance of this Building Permit. In any event, a Certificate of Occupancy was never issued in connection with the said Building Permit.

A review of the records of the Town of New Windsor Building Inspector indicates that there is a hand-drawn sketch in the file, presumably prepared by the builder, which shows two 35' front yard setbacks and a 10' side yard setback. If the house had been constructed on the lot in accordance that plan, the two front yards would have complied with the applicable bulk regulations and the side yard would have been deficient by 5'. If construction had

been commenced prior to zoning, any failure to build in accordance with the sketch, and any deficiencies in required front and side yards, would be pre-existing and nonconforming. Since the date construction commenced cannot be established with certainty by the applicants, they are submitting to the Town of New Windsor Zoning Board of Appeals the instant application for area variances from the bulk regulations.

The property is currently zoned as Suburban Residential (hereinafter "R-4"). In the R-4 zone the bulk regulations for one family detached dwellings, not to exceed 1 dwelling on each lot, with both central sewer and central water, require a 35' front yard setback and a 15' side yard setback (Table of Use/Bulk Regulations R-4 zone, Col. A, Use 10; Required Front Yard Depth at Col. E; Required Side Yard/Total Both Yards at Col. F). The house constructed on the lot provides one 30' front yard, a second 22.8' front yard, and an 11.7' side yard. These deficiencies create the need for two front yard variances, of 5' and 12.2', respectively, and a side yard variance of 3.3'.

Area Variances

The instant application for two front yard variances and one side yard variance result from the insufficient front yards on this corner lot and an insufficient side yard. Although the applicants' single family dwelling house has existed on this lot since on or about the year 1966, it does not comply with the R-4 zone bulk regulations.

The required front yard in the R-4 zone is 35' feet and

the applicant is providing only 30' in one front yard and 22.8' in the second front yard, which generates the need for two front yard variances of 5' and 12.2', respectively. The curvature of Clintonwood Drive as it turns around the subject house creates the deficiencies which are the subject of this area variance application. If the house were located at a right angle corner in the road, only the smaller front yard variance would be required.

The required side yard in the R-4 zone is 15' and the applicant is providing only 11.7' which generates the need for a side yard variance of 3.3'. A review of the survey of the subject property shows that, due to the curvature of the road around this lot, it would be difficult to locate a house of this size on the primary lot (of the double lot), facing either of the straight sections of the road, without a front and/or side yard variance.

Although it would be feasible to locate the house spanning the double lot, or oriented in such a way that no variances were required, for reasons unknown to the applicant, that was not done by the builder. The house has stood in this location since on or about 1966. In addition, since it was one of the first houses built in the area, it set the pattern for setbacks which were followed as neighboring houses were built subsequently. This application does not seek to change any front yard or side yard setbacks from those that are already existing historically. The applicant merely seeks area variances to permit front yards and a side yard that have existed on this site since on or about 1966, and thereby to obtain a Certificate of Occupancy on open Building

Permit # 121.

The benefit to the applicant if the ZBA grants the requested area variances, which would allow the existing one family dwelling to continue to exist on the subject lot, as it has historically, outweighs the detriment to the health, safety and welfare of the neighborhood or community by the grant of such variances. The lands immediately surrounding the parcel containing the applicants' single family home are developed as residential properties with approximately similar setbacks. The house has existed in its present location for approximately 32 years and there is no evidence that the failure to comply with the bulk regulations has had any adverse impacts on the neighborhood or community. The variances requested will have no effect, or only a negligible effect, on health, safety and welfare.

There will be no undesirable change produced in the character of the neighborhood and no detriment to nearby properties will be created by the granting of the area variances requested. The subject residential property is adjacent to other residential properties. There will be no new, adverse impacts created by the granting of the requested variances. The character of the neighborhood will remain the same—the existing residential dwelling is unchanged. There will be no detriment to nearby properties created since the subject property is existing and the nearby residences are all existing. The failure to comply with the bulk regulations does not appear to have created a detriment to nearby properties since all the properties in the neighborhood were

developed with generally similar setbacks.

The benefit sought by the applicant cannot be achieved by some method, feasible for the applicant to pursue, other than an area variance. Since the front line of the existing house, as well as the front and side lines of the existing garage, appear to encroach on the required front yards, a major reconstruction of the house and garage would be necessary in order to remove the portions thereof which encroach on the required front yards. The partial removal of the same would obviate the need for a variance but that is not really feasible since it would severely impact the structure and the utility of the remaining portions of the house and garage. In addition, it would be necessary to reconstruct the side of the house in order to remove the portion thereof which encroaches on the required side yard. The removal of the areas encroaching on the required front yards and side yard would not change in any realistic way the impact of the applicant's deficient front yards and side yard on the neighbors and neighborhood. The need for the two front yard variances and the side yard variance cannot be obviated other than by a significant reconstruction of the existing house. The applicant submits that such a reconstruction to comply with the letter of the bulk requirements would not in any way benefit the public health, safety and welfare.

The requested area variances for front yard are not substantial, or are only moderately substantial, since they are not high percentages (14% and 35%) compared to the bulk requirements. The requested area variance for side yard also is only moderately

substantial since it too is not a high percentage (22%) compared to the bulk requirement. The Board should also be aware that, since the road frontage curves around the house, the impact of the front yard variances is ameliorated since this is not the same situation as one house being sited closer to the road than its neighbors along a straight section of road. Consequently the visual impact on the neighboring properties is negligible. In addition, given the fact that this house has existed in this location for approximately 32 years, it does not appear that the existing location thereof, in violation of the bulk regulations, has had any substantial adverse effects. Given the enormous expense of reconstructing the house to comply with the required setbacks (and such reconstruction would not in any feasible way improve public health, safety and welfare), and given the ameliorative condition of the curving road frontage, it is submitted that the granting of unsubstantial, or only moderately substantial, variances is warranted here.

The proposed area variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district. The single family residential home is existing on the site. There will be no change in the physical or environmental conditions in the neighborhood or district if the requested area variances are granted.

The alleged difficulty has not been self-created. The subject lot is part of a subdivision which presumably occurred prior to the adoption of zoning in the Town of New Windsor. The

construction of the house on the subject lot was commenced around the time that zoning was adopted in the Town of New Windsor. Clearly the contractor building the house was unfamiliar with the then-new concepts of front yard and side yard setbacks in the Town, as is indicated by the anomaly in the sketch in the Building Inspector's file. Had there been a more thorough review of the subdivision and of the builder's plans, as is currently the case, it is probable that the failure to comply with the bulk regulations would have been recognized before the house was built, and the necessary adjustments would have been made, obviating the need for the instant area variances. In any event, the applicants are the third owners of the house on the subject lot. They merely inherited the nonconformities created by builder and they now seek to rectify the failure to comply with the bulk regulations by the instant area variance application.

The requested area variances are the minimum variances necessary and adequate to achieve the benefit sought by the applicant and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

It is respectfully submitted by the applicant that since this application pertains to an existing house, which has stood on an existing lot for approximately 32 years, in an established neighborhood which has been developed for years, with mature trees, landscaping, and screening, with roads that have been paved and repaved, and with fencing, utilities and drainage which have

existed for years, the quality of the zone and neighboring zones is already well established, and this application anticipates no change therein. The quality of the zone and neighboring zones and will continue to be maintained. The intent and spirit of the Zoning Local Law of the Town of New Windsor, New York will be fostered since this application pertains to an existing dwelling on an existing lot. There will be no new impacts resulting from this application.

Conclusion

For the aforesaid reasons, the applicant respectfully submits that it has shown that the benefit to the applicant if the requested area variances are granted outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant of area variances.

It is respectfully submitted that the variances requested by the applicant are the minimum variances necessary and adequate to address the relief from the bulk regulations requested by the applicant, and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

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

In the Matter of the Application for Variance of

Surendra Sharma
Applicant.

98-8.

**AFFIDAVIT OF
SERVICE BY
MAIL**

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, Windsor, N. Y. 12553.

That on 2/27/98, I compared the 57 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses 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
27th day of February, 19 98.

Mary Ann Hotaling
Notary Public

MARY ANN HOTALING
Notary Public, State of New York
No. 01H05062877
Qualified in Orange County
Commission Expires July 8, 1998

*Pls. publish immediately. Send bill to applicant at 464 River Road,
Newburgh, N.Y.*

12558.

**PUBLIC NOTICE OF HEARING
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. 98-8

Request of SURENDRA M. SHARMA & RITA SHARMA

for a VARIANCE of the Zoning Local Law to Permit:
an existing one family detached dwelling to remain on
an existing corner lot containing two insufficient
front yards and an insufficient side yard

being a VARIANCE of Section 48-12, Table of Use/Bulk Regs.,
R-4 Zone, Col. A 10

for property situated as follows:

22 Clintonwood Drive, New Windsor, NY 12553,

known and designated as tax map Section 19, Blk. 5, Lot 1.

SAID HEARING will take place on the 9th day of March, 1998 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James E. Nugent, Jr.

Chairman

By: *Patricia A. Barnhart, Secy.*

4

76
9.2 A(C)

The Church of St. Francis
Assisi Cemetery

1938

53

263.7

55

56

572

95

50

387

541
2.4A

NUGENT

(2)

(3)

49.3

94.6

50

200.6

196.9

200

(4)

(5)

(6)

74

72

71

CONTRACT OF SALE

CONTRACT OF SALE made this 18th day of ^{December}~~November~~, 1997.

BETWEEN:

SELLERS: SURENDRA M. SHARMA and RITA SHARMA, Husband and Wife, both residing at 464 River Road, Newburgh, New York, 12550,

Hereinafter called "SELLER", who agrees to sell: and

PURCHASERS: RONALD B. TRUNCALI and CHRISTINE K. TRUNCALI, both residing at 37 City Terrace North, Newburgh, New York, 12550,

Hereinafter called "PURCHASER", who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A", and also known as:

Street Address: 22 Clintonwood Drive
New Windsor, New York 12553

Tax Map Designation: Section 19; Block 5; Lot 1

Together with Seller's interest, if any, in streets and unpaid awards as set forth in paragraph 8.

**THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL
UNTIL EXECUTED BY THE SELLER**

PERSONAL PROPERTY

This sale also includes the following: Range; Refrigerator; Dishwasher; Dryer; Washer; Pool equipment including pool cover and solar equipment; all fixtures; storms; screens; carpeting and window treatments.

Excluded from this sale are: Nothing specified.

PURCHASE PRICE

1. The purchase price is	\$ 155,000.00
payable as follows:	
on signing of binder: (held by broker)	\$ 500.00
On signing this contract by check subject to collection:	\$ 7,200.00*
BALANCE AT CLOSING:	\$ 147,300.00

*To be held in escrow by seller's attorney pending the closing of title. Said escrow account identified as Duggan, Crotty, & Dunn, P.C., Account #11000023037457 held in M&T Bank, Newburgh, New York.

ACCEPTABLE FUNDS

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

- a) Cash, but not over one thousand (\$1,000.00) Dollars.
- b) Good, certified check of Purchaser, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller or 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 (\$500.00) Dollars, or
- d) As otherwise agreed to in writing by Seller or Seller's attorney.

"SUBJECT TO" PROVISIONS

3. The premises are transferred subject to:

- a) Laws and governmental regulations that affect the use and maintenance of the premises, provided that they are not violated by the buildings and improvements erected on the premises.
- b) Consents for the erection of any structures on, under or above any streets on which the premises abut.
- c) Encroachments of stoops, area, cellar steps, trim and cornices, if any, upon any street or highway.
- d) Covenants, easements and restrictions of record, if any, provided same does not render title unmarketable.
- e) Such state of facts a survey or personal inspection may reveal provided same does not render title unmarketable.
- f) Purchaser executing this contract within ten (10) days of purchaser's attorney receiving it.

This contract is further subject to the following:

1. Purchasers must close title no later than January 30th, 1998 on premises owned by them at the time of contract signing; if closing does not occur by that date, either party may deem this contract null and void and the down payment will be refunded to the purchaser.

2. Seller will provide Home Component Plan to Purchasers for a one year period with a cost of not more than \$320.00.

3. Subject to purchaser's inspection of heating unit; air-conditioning unit and appliances.

TITLE COMPANY APPROVAL

4. Seller shall give and Purchaser shall accept such title as any reputable title company, a member of the New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

CLOSING DEFINED AND FORM OF DEED

5. "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale Deed with Covenants Against Grantor's Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the premises free of all encumbrances except as herein stated. The deed will contain a covenant by the Seller as required by Section 13 of the Lien Law.

CLOSING DATE & PLACE

6. The closing will take place at the office of the lending institution granting the mortgage loan or its attorney on or before January 30th, 1998. In the event the closing of title shall take place more than 25 miles from the office of Duggan, Crotty, & Dunn, the purchaser agrees to compensate the seller's attorney for his time spent traveling to and from the place of closing at the rate of \$150.00, said hourly rate to commence upon the seller's attorney leaving New Windsor, New York.

BROKER

7. Purchaser hereby states that purchaser has not dealt with any broker in connection with this sale other than John J. Lease Realtors and seller agrees to pay the broker the commission earned thereby pursuant to separate agreement.

STREETS & ASSIGNMENTS

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

COMPLIANCE

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

The Seller shall produce a certificate of occupancy at the closing called for herein or a letter from the municipal agency having jurisdiction that no certificate of occupancy was required at the time the improvements to the premises were constructed.

INSTALLMENT ASSESSMENT

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

APPORTIONMENTS

11. The following are to be apportioned as of midnight of the day before the day of closing:

- a) Taxes, water charges and sewer rents, if any, on the basis of the fiscal period for which assessed.
- b) Fuel, if any.

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

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

WATER METER READINGS

12. If there is a water meter on the premises, Seller shall furnish a reading to a date not more than three (3) days before closing date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

ALLOWANCE FOR UNPAID TAXES

13. Seller has the option to credit Purchaser as an adjustment of the purchase price with the amount any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after closing, provided that official bills therefore computed to said date are produced at closing.

ENCUMBRANCES

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

Seller shall not have to pay Purchaser's title company more than \$75.00 for each mortgage pickup charge.

AFFIDAVITS RE: JUDGEMENTS & BANKRUPTCIES

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

DEED TRANSFER & RECORDING CHARGES

16. At closing, Seller shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. Purchaser agrees to duly

complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after closing.

PURCHASER'S LIEN

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

SELLER'S INABILITY TO CONVEY TITLE

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

CONDITION OF PROPERTY

19. Purchaser has inspected the buildings on the premises and the personal property included in this sale and is thoroughly acquainted with their condition. Purchaser agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and closing. Seller agrees to maintain lawns, grounds and driveway until delivery of title, including grass cutting, leaf removal and snow plowing and shoveling. Seller agrees to deliver vacant premises in broom clean condition.

SELLER REPRESENTS

20. The Seller represents, electrical, heating and air conditioning systems included in this sale will be in working order on the date title closes. This representation shall not survive closing.

TESTS

21. Within fifteen (15) days of the purchaser's attorney receiving * Purchaser, at Purchaser's own cost and expense, shall have the right to have the premises inspected by a building inspector or inspection firm(s) for any of the following:

* a fully executed contract of sale,

a. Presence of termites, carpenter ants or other wood destroying insect infestation, and

b. Mechanical and structural conditions or the improvements on the subject premises.

In the event such inspections reveal or disclose the presence of wood destroying insect infestation; or, unsatisfactory mechanical or structural condition or conditions, then or in any such events the Purchaser shall provide the Seller with a written report within fifteen (15) days of the date of this contract, and if Purchaser fails to notify Seller of an unsatisfactory report within the time specified herein, then such condition or conditions shall be deemed waived. Upon receipt of the written report from Purchaser, the Seller may thereupon within ten (10) days of the receipt of such report, at Seller's option, agree to correct the conditions reported, or in the alternative, refund all monies paid on account of the purchase price hereof to the Purchaser whereupon this agreement shall be deemed canceled and of no further effect. Notwithstanding the election of the Seller to terminate this agreement as aforesaid, the Purchaser shall have the final option to proceed with the consummation of this transaction, taking the property subject to such conditions and damage as may exist and the further terms of this agreement, provided that written notice is delivered to the Seller within five (5) days of the Purchaser's receipt of the Seller's notice of election to terminate. Time is of the essence as to each time period set forth in this paragraph.

In the event the water supply to the premises located on the aforescribed property is a well, this contract will be contingent upon such water supply being potable in accordance with the standards of the Orange County Board of Health. The purchasers will take the necessary steps, at their own 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.

Purchaser may, at Purchaser's sole cost and expense, have the Premises tested for the presence of radon. The inspection shall be commenced within fifteen (15) days after Purchaser receives the mortgage commitment, and Purchaser may notify Seller within five (5) days of receiving an adverse report in the event the radon test indicates the presence of radon at a level of 4 pico Curies per liter or greater. In such event, Seller shall have the option within five (5) days of receiving such notice of remedying same or canceling this Agreement and promptly returning the down payment to the Purchaser. In the event, for whatever reason, more than one radon test must be performed, then the cost of any additional tests shall be borne by the Seller. Purchaser shall have the right to waive the provisions of this section.

INSPECTION

22. The Purchaser shall have the right to inspect the premises at any reasonable time upon notice to Seller during the two (2) days prior to the date of closing.

MORTGAGE CONTINGENCY

23. This sale is conditioned upon the Purchaser obtaining a mortgage commitment for a conventional mortgage for a fixed term of not more than thirty (30) years in the amount of \$77,300.00 at the prevailing interest rate. Purchaser agrees to promptly make application to a lending institution for such mortgage commitment. Purchaser further agrees to notify Seller's attorney promptly of the result of such application for a mortgage loan. In the event that Seller's attorney has not been advised in writing within fortyfive (45) days of the * that the mortgage herein referred to has been approved by a letter of commitment from a lending institution and a copy of said letter is delivered to Seller's attorney, then either party shall have the right to cancel this contract. If the contract is canceled by reason of inability of the Purchaser to obtain the loan as herein indicated, any monies paid on account of this contract shall be refunded to the Purchaser.

*Purchaser's attorney receiving a fully executed contract of sale

In no event shall the Seller be responsible for the payment of any points or expenses or origination fees in connection with any mortgage being obtained to finance this purchase by the Purchaser. Time is of the essence as to each and every time period set forth in this paragraph.

ESCROW PROVISION

24. The down payment shall be held in escrow by Duggan, Crotty, & Dunn P.C. (the "Escrow Agent"), as herein provided in an account maintained at M&T Bank, Route 9W, Newburgh, New York, until Closing or until a default hereunder by Purchaser, at which time it shall be delivered to Seller. If Seller defaults hereunder, the down payment shall be returned to Purchaser. The Escrowee shall not be liable to either of the parties for any act or omission, except for bad faith or gross negligence, and the parties hereby indemnify the Escrowee and hold the Escrowee harmless from any claims, damages, losses or expenses arising in connection herewith. The parties acknowledge that the Escrowee is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrowee shall not be bound to release and deliver the escrow fund to either party but may either continue to hold the escrow fund until Escrowee is directed in a writing signed by all parties hereto or Escrowee

may deposit the down payment with the clerk of any court of competent jurisdiction. Upon such deposit the Escrowee will be released from all duties and responsibilities hereunder.

The Escrowee shall not be required to defend any legal proceedings which may be instituted against it in respect of the Premises or the subject matter of this agreement unless requested to do so by Purchaser or Seller and indemnified to its satisfaction against the cost and expense of such defense. Escrowee shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectibility of any check delivered in connection with this agreement. Escrowee shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

That parties agree that notwithstanding Escrowee's role as escrow agent, Escrowee may and does represent the Seller as legal counsel in connection with the subject matter of this agreement and otherwise.

SMOKE DETECTOR

25. Pursuant to New York State Executive Law, Seller represents that a single-stage smoke detector is presently located in or will be located in the Premises at the time of Closing and will execute and affidavit with respect to same.

LEAD PAINT

26. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the sellers possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LIQUIDATED DAMAGES

27. If Purchaser shall default, the down payment paid by Purchaser to Seller on account of this agreement may, at Seller's option, be retained by Seller. In the event Seller elects to retain the down payment both parties shall be relieved and released of and from any further liabilities hereunder, and

Purchaser expressly releases any lien Purchaser may have against the property.

NON-ASSIGNMENT

28. The Purchaser shall not assign or otherwise transfer this agreement without the prior written consent of Seller.

ENTIRE AGREEMENT

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 full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

CHANGES OR REVISIONS

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

SINGULAR MEANS PLURAL

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

155 - 52 - 1744
SOCIAL SECURITY #
098 - 55 - 8079
SOCIAL SECURITY #
098427549
SOCIAL SECURITY #
05844 4386
SOCIAL SECURITY #

S. Sharma
SURENDRA SHARMA, Seller
R. Sharma
RITA SHARMA Seller
Ronald B. Truncali
RONALD B. TRUNCALI Purchaser
Christine K. Truncali
CHRISTINE K. TRUNCALI Purchaser

Standard Form 100-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000

1637

THIS INSTRUMENT, made the 16th day of October nineteen hundred and seventy-nine

BETWEEN RICHARD P. O'BEIRNE and CRYSTAL O'BEIRNE, husband and wife, both residing at 22 Clintonwood Drive, Town of New Windsor, Orange County, New York

party of the first part, and SURENDRA M. SHARMA and RITA SHARMA, husband and wife, both residing at 130 New Road, Apt. A-11, Parsippany, New Jersey

party of the second part.

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

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

Lots 4 and 5, Block A as shown on map of Clinton Wood, dated the 24th day of March 1965 and revised on the 3rd day of August 1965 and filed in the office of the Clerk of the County of Orange on the 3rd day of September 1965 as Map #2160.

TOGETHER with the right of ingress and egress over certain proposed roadway known as Clinton Drive. The said right of ingress and egress shall not interfere with the dedication of the said roadway to the Town of New Windsor.

SUBJECT: however, to utility grants of record.

BEING the same premises heretofore deeded by Frank Denick to Sylvia D. Ruscelli by deed dated May 24, 1967, recorded in the Orange County Clerk's Office in Liber 1768 of Deeds at page 360, Sylvia D. Ruscelli having died on January 18, 1968, a resident of Orange County, New York.

BEING the same premises conveyed by Joseph Ruscelli to Richard P. O'Beirne and Crystal O'Beirne by deed dated May 24, 1974, recorded in the Orange County Clerk's Office on May 29, 1974 in Liber 1979 of Deeds at page 27.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center line thereof; TOGETHER with the appurtenances and all the covenants 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. AT TEST: BY THE FIRST PARTY, 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 encumbered in any way whatsoever, 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 trust of the same for any other purpose.

The word "party" shall be construed as if it said "parties" whenever the sense of this instrument 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:

Richard P. O'Beirne
Crystal O'Beirne

1974146 not 421

Post-it brand fax transmittal memo 1/21/77 2 of pages 2
To: Anne Reilly
From: [unclear]
Phone: 991-3698
Fax: 991-3141

RIDER TO CONTRACT OF SALE

SELLER: SURENDRA M. SHARMA & RITA SHARMA

PURCHASER: RONALD B. TRUNCALI & CHRISTINE K. TRUNCALI

1. The seller represents that the plumbing, heating, electrical and air conditioning system and all appliances conveyed hereunder will be in ~~good~~ working order and free of liens or encumbrances, and the roof and basement will be free of leaks at the time of closing. This representation shall not survive delivery of the deed.
2. Purchaser shall have the right to inspect the premises within twenty-four (24) hours of the closing of title.
3. In the event that either of the purchasers dies or becomes disabled before the closing of this transaction, this contract may be canceled at the option of the purchaser's attorney and the down payment shall be refunded.
4. Premises shall be delivered vacant, free of all debris and in "broom clean" condition at the time of closing.
5. The seller agrees to supply a Certificate of Occupancy for the residence and any and all improvements for which the municipality requires a Certificate of Occupancy including, but not limited to, the pool. Seller also agrees to correct any violations of record.
6. Should the premises be substantially damaged by fire or other elements, the seller and purchaser shall both have the option of proceeding with this contract, with adjustments as to purchase price, or declaring the same null and void and the sole liability of the seller in the latter case will be to return the money paid on account hereof to the purchaser.
7. The Seller agrees that between the date hereof and the date of the closing, he will remove no trees, flowers, shrubs or landscaping from the premises and will, at his own cost and expense, maintain the grounds of the premises in good condition by mowing the lawn, trimming the shrubbery and shoveling walks and driveway, etc.
8. The Seller represents that the premises are located on a Town dedicated road.
9. Seller agrees to repair the oven portion of the range as well as any burners not working.
10. Seller agrees to have all windows sealed shut unsealed.

11. ~~Seller agrees to repair any and all windows that do not properly move back and forth on their tracks prior to closing.~~
12. Seller agrees to replace any and all frayed electrical services wires on the exterior of the house prior to closing.
13. ~~Seller agrees to have the entire interior of the house professionally cleaned.~~
14. ~~Notwithstanding anything contained herein to the contrary, the parties agree that the sum of \$5,000.00 shall be held in escrow by Seller's attorney pending inspection of the inground pool which shall be done no later than June 1, 1998. In the event said pool is not in good operating condition, the parties agree that the cost of placing the pool in said condition shall be paid from the escrow account and the balance, if any, shall be refunded to the Sellers.~~
15. The execution of the printed form of contract by the parties shall constitute an acceptance of the terms of this rider.

18, 427 SLR/ms

DB 3 Sub 12

Standard Form 100-2-73-3... **CRIMINAL YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT... THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

THIS INSTRUMENT made the 16th day of October nineteen hundred and seventy-nine **B66**
between **RICHARD P. O'BEIRNE and CRYSTAL O'BEIRNE**, husband and wife,
both residing at 23 Clintonwood Drive, Town of New Windsor, Orange County,
New York

party of the first part, and **SURENDRA M. SHARMA and RITA SHARMA**, husband and
wife, both residing at 130 New Road, Apt. A-11, Parsippany, New Jersey

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Two Dollars and other valuable con-
sideration said 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, sit-
uate, lying and being in the Town of New Windsor, Orange County, New York, bounded
and described as follows:

Lots 4 and 5, Block A as shown on map of Clinton Wood, dated the 24th day of
March 1965 and revised on the 3rd day of August 1965 and filed in the office of
the Clerk of the County of Orange on the 3rd day of September 1965 as Map
#2180. **VD**

TOGETHER with the right of ingress and egress over certain proposed roadway
known as Clinton Drive. The said right of ingress and egress shall not inter-
fere with the dedication of the said roadway to the Town of New Windsor.

SUBJECT: however, to utility grants of record.

BEING the same premises heretofore deeded by Frank Denick to Sylvia D.
Ruscitti by deed dated May 24, 1967, recorded in the Orange County Clerk's
Office in Liber 1768 of Deeds at page 360, Sylvia D. Ruscitti having died on
January 13, 1968, a resident of Orange County, New York.

BEING the same premises conveyed by Joseph Ruscitti to Richard P. O'Beirne
and Crystal O'Beirne by deed dated May 24, 1974, recorded in the Orange
County Clerk's Office on May 29, 1974 in Liber 1979 of Deeds at page 27.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets
and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appur-
tenances 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. **ATTENTIONS BY THE PARTIES**

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whenever the said premises have been encumbered in any way whatsoever, 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 con-
sideration or 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 said "parties" whenever the sense of this instrument 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:

Richard P. O'Beirne
Richard P. O'Beirne
Crystal O'Beirne
Crystal O'Beirne

1392146 MS 471

11/21/77

Post-It brand fax transmittal memo (5/7) # of pages 2

To	New Health	From	Paul Marks III
Co.		Co.	
Phone	575-4133	Phone	991-2648
Fax		Fax	241-2641

LIBER 2146 PAGE 422

STATE OF NEW YORK, County of Orange
On the 16th day of October 1978, before me personally came RICHARD P. O'BEIRNE and CRYSTAL O'BEIRNE

STATE OF NEW YORK, COUNTY OF ...
On the ... day of ... 19 ... before me personally came

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

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

[Signature]

STEPHEN C. EDWINE
Notary Public, State of New York
Qualified in Orange County
Commission Expires March 31, 1981

STATE OF NEW YORK, COUNTY OF ...
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 ...

STATE OF NEW YORK, COUNTY OF ...
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 ...

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 the order

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 the order

Bargain and Sale Deed
With Covenant Against Grantor's Acts

1978 Vol. (7) 1125-1126
RICHARD P. O'BEIRNE
and CRYSTAL O'BEIRNE

TO
SURENDA M. SHARMA
and RITA SHARMA

SECTION
BLOCK
LOT
COUNTY OR TOWN

68 2146



A Member of The Colonial American Company

Return by Mail To:
Charles Obrowski, Esq.
276 Hudson Street
Cornwall - on Hudson

RECEIVED
ORANGE COUNTY CLERK'S OFFICE
RECORDED ON THE ... day of ... 1978 at ... o'clock ...
J. M. ... Clerk

SCHEDULE B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

DISPOSITION

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. Mortgage shown herein to be considered or disposed of.
4. Grant in Liber 1715 Cp. 963 and Liber 1715 Cp. 972.
5. Survey made by Ronald Washburn, L.S., dated 10/12/79 shows premises with location of house with attached garage, macadam drive, pool with fence enclosure in rear of house, utility service line. All within bounds. Personal Inspection made by Hardenburgh Abstract Company 1/10/98 shows addition of blacktop drive west of house. No other variations found.

Title Certified in:

A duplicate copy of the exceptions is furnished to you with the thought you may wish to transmit same to the attorney for the owner of the property, and thereby facilitate the clearing of the objections prior to closing.

First American Title Insurance Company of New York

Title No. 730-O-0537

MORTGAGES

Mortgagor: Surendra M. Sharma
Rita Sharma

Amount: \$ 46,500.00

Dated: 10/16/79

Mortgagee: Newburgh Savings Bank

Recorded: 10/18/79

Liber: 1783

Record: Page: 696

Reel:

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.



of New York

1998 TAX ROLL

TAX SEARCH

Title No. 730-0-0537

Assessed Valuation:

Land \$ 12,300.00
Total \$ 51,200.00

Assessed To: Surendra M. and Rita Sharma
Bounded: 22 Clintonwood Dr. Lots 4 & 5 Block A Clinton Wood, 160 x 100
Bill No.: 6614
Property Code: 210

County Orange City School District 331100
Borough Town New Windsor Village
Section 19 Block 5 Lot 1

1997 State, County and Town Tax \$2,528.04, which includes unpaid utilities of \$111.73 - paid January 30, 1997.

1997/98 School Tax:

1st Installment \$1,017.14 - paid October 16, 1997.
2nd Installment \$1,017.14 - paid December 22, 1997.
3rd Installment \$1,017.14 - open. Due March 6, 1998.

1998 State, County and Town Tax \$2,533.62, which includes unpaid utilities of \$173.82 - open.

Subject to Sewer and Water owing, if any.

Policy will except all unpaid water rates and/or sewer rents or assessments in the absence of paid bills and receipts to be presented at closing. If the said premises are in an incorporated village, village tax receipt must be produced. Does not include assessments for any special district not a part of the state and county tax roll

COMPANY EXCEPTS ANY LIABILITY OR DAMAGE DUE TO THE REMOVAL OF PREMISES FROM AGRICULTURAL/VETERANS/EXEMPTIONS.

Company will not accept seller's check for payment of taxes at closing. Payment must be by attorney's check or purchaser's check.

Our policy does not insure against such items which have not become a lien up to the date of closing, or installments due after such date. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut.

If the tax lots above mentioned cover more or less than the premises under examination, this fact will be noted herein. In such case, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553
Telephone: (914) 563-4632
Fax: (914) 563-4693

OFFICE OF ASSESSOR FOR TOWN

57

February 20, 1998

Daniel S. Lucia, Esq.
343 Temple Hill Road
New Windsor, N. Y. 12553

Re: Sharma, Surendra M. - Tax Parcel 19-5-1

Dear Mr. Lucia:

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 \$75.00, minus your deposit of \$25.00.

Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

LESLIE COOK
Sole Assessor

/pab
Attachments

cc: Pat Barnhart, ZBA

William B. & Mary S. McGovern
1 Windsor Drive
New Windsor, N. Y. 12553

Thomas G. Nucifore
11 Sunset Drive
New Windsor, N. Y. 12553

Robert G. & Lucy M. Pisanona
16 Stonecrest Drive
New Windsor, N. Y. 12553

Raymond & Gladys Patnode
18 Stonecrest Drive
New Windsor, N. Y. 12553

Jean M. Edge
179 Lakeside Road
Newburgh, N. Y. 12550

Thomas & Connie DiCarrado
Angola Road
Cornwall, N. Y. 12518

Heather Parrone
26 Stonecrest Drive
New Windsor, N. Y. 12553

Secretary of Veterans Affairs
111 West Huron Street
Buffalo, N. Y. 14202

John B. & Patricia Y. Mullarkey
35 Stonecrest Drive
New Windsor, N. Y. 12553

Joseph & Mary Nucifore
31 Stonecrest Drive
New Windsor, N. Y. 12553

Robert W. & Julia H. Halford
22 Sunset Drive
New Windsor, N. Y. 12553

William A. & Mary C. Hudson
24 Sunset Drive
New Windsor, N. Y. 12553

John & Jeanne M. Sherman
18 Sunset Drive
New Windsor, N. Y. 12553

Fred Staples & Marian Smith
20 Sunset Drive
New Windsor, N. Y. 12553

James F. & Mary J. Fox
29 Stonecrest Drive
New Windsor, N. Y. 12553

Carol L. Roth Living Trust
Carol L. Roth & Stephen Roth Trustees
23 Stonecrest Drive
New Windsor, N. Y. 12553

Ronald H. & Harriet D. Buckner
21 Stonecrest Drive
New Windsor, N. Y. 12553

George A. & Tiernan Leahy
19 Stonecrest Drive
New Windsor, N. Y. 12553

David R. & Gailanne Hickey
17 Stonecrest Drive
New Windsor, N. Y. 12553

Victor J. Jr. and Karen Marie Rocco
15 Stonecrest Drive
New Windsor, N. Y. 12553

Rosario & Salvatore J. Frustace
13 Stonecrest Drive
New Windsor, N. Y. 12553

Herbert R. & Shirley C. Resnick
5 Clintonwood Drive
New Windsor, N. Y. 12553

Anthony & Joan A. Mattaroccia
11 Clintonwood Drive
New Windsor, N. Y. 12553

Arthur G. & Catherine O'Leary
15 Clintonwood Drive
New Windsor, N. Y. 12553

Angelina L. Palmer
3 Jennifer Court
New Windsor, N. Y. 12553

Stephen R. & Nora J. Smith, Trustees
Stephen R. Smith & Nora J. Smith Joint
Revocable Living Trust
5 Jennifer Court
New Windsor, N. Y. 12553

David M. & Kathleen Maksomski
4 Jennifer Court
New Windsor, N. Y. 12553

Jane R. Krieger
17 Clintonwood Drive
New Windsor, N. Y. 12553

William B. Jr. & Jean H. Scruggs
19 Clintonwood Drive
New Windsor, N. Y. 12553

James P. & Linda D. Mangan
21 Clintonwood Drive
New Windsor, N. Y. 12553

George Botzakis
23 Clintonwood Drive
New Windsor, N. Y. 12553

Thomas L. & Rose Ann Ponesse
25 Clintonwood Drive
New Windsor, N. Y. 12553

Jose P. Olympia
27 Clintonwood Drive
New Windsor, N. Y. 12553

Arthur R. & Catherine E. Howard
29 Clintonwood Drive
New Windsor, N. Y. 12553

Talmadge W. & Georgia M. Atkins
31 Clintonwood Drive
New Windsor, N. Y. 12553

Phillip & Antoinette Altomare
33 Clintonwood Drive
New Windsor, N. Y. 12553

Mary Ann John
35 Clintonwood Drive
New Windsor, N. Y. 12553

Ludivinia G. Caballero
37 Clintonwood Drive
New Windsor, N. Y. 12553

Erma P. Sorrentino
39 Clintonwood Drive
New Windsor, N. Y. 12553

Achilles J. & Shirleann T. Rossi
41 Clintonwood Drive
New Windsor, N. Y. 12553

James & Priscilla Lazarski
43 Clintonwood Drive
New Windsor, N. Y. 12553

Courtney M. Buckner
Michael R. Vasseghi
45 Clintonwood Drive
New Windsor, N. Y. 12553

Robert J. & Patricia A. Trifilo
47 Clintonwood Drive
New Windsor, N. Y. 12553

Robert Scott & Patricia McMahon
49 Clintonwood Drive
New Windsor, N. Y. 12553

Frank & Stephanie L. Bloomer
51 Clintonwood Drive
New Windsor, N. Y. 12553

James & Sharon Formato
53 Clintonwood Drive
New Windsor, N. Y. 12553

Jennie C. & Allen C. Stevens
24 Doral Drive
New Windsor, N. Y. 12553

A. Catherine Plumstead
23 Doral Drive
New Windsor, N. Y. 12553

The Church of St. Francis of Assisi
145 Benkard Avenue
Newburgh, N. Y. 12550

Donald F. & Mary F. Mills
20 Clintonwood Drive
New Windsor, N. Y. 12553

Sheldon & Arlene Siper
18 Clintonwood Drive
New Windsor, N. Y. 12553

James J. & Ann Fox
36 Clintonwood Drive
New Windsor, N. Y. 12553

Jerome L. & Mary L. Wyant
34 Clintonwood Drive
New Windsor, N. Y. 12553

Zoltan A. & Viola K. Bucsay
32 Clintonwood Drive
New Windsor, N. Y. 12553

Roberta Scott
30 Clintonwood Drive
New Windsor, N. Y. 12553

Marie & Brian Marshall
28 Clintonwood Drive
New Windsor, N. Y. 12553

Stanley & Claudia Goldman
26 Clintonwood Drive
New Windsor, N. Y. 12553

February 9, 1998

7

SHARMA, SURENDRA

Ms. Pat Morrison appeared before the board for this proposal.

MR. NUGENT: Request for 5 ft. and 12 ft. 4 in. front yard and 3.5 ft. side yard variances or corner lot located at 22 Clintonwood Drive in an R-4 zone.

MR. NUGENT: Is somebody representing her?

MS. MORRISON: I'm Pat Morrison from John Lease Real Estate, I'm representing Dr. Sharma. I'm the realtor that is trying to sell this house and we need this variance to get a C.O.

MR. NUGENT: You're on.

MS. MORRISON: Actually, I was waiting for Jeff, he needs to be here. Apparently, there was no C.O. or there is no C.O. on this house and we can't close because there's no C.O. and this came up that this variance was necessary and without a variance, we can't get a C.O., without a C.O. we can't close on the house.

MR. KANE: How old is the home?

MS. MORRISON: 1965 and last closed in 1979, that is when Dr. Sharma bought it.

MR. NUGENT: How come it didn't require one then?

MS. MORRISON: Apparently nobody knows where it is.

MR. TORLEY: Has it been changed since '65?

MS. MORRISON: Has the structure been changed?

MR. TORLEY: Footprint of the building?

MS. MORRISON: I think there was an addition put on and I don't know the year, all the C.O.s are in place. There has been a pool, electrical work, everything that is in place.

MR. KANE: But not the C.O. for the main building?

MS. MORRISON: Exactly, because the house is now too close to the road.

MR. TORLEY: Can I trouble you to show me, is it this part of the map? Do you remember does that building predate zoning all the way through or is that addition since then?

MR. NUGENT: That is what I wanted to ask Mike.

MR. KRIEGER: That question had occurred to me, too, I had a, 1965 is before zoning, clearly, so why this wouldn't be grandfathered in, I do not know.

(Mr. Jeff Lease entered the room.)

MR. NUGENT: I received a call on this the other day by an attorney and I asked him that those buildings were built before '67 why a C.O. is even required and they couldn't answer that question, so I was hoping that Mike was going to be here tonight.

MR. TORLEY: If you can show that the addition if any on that building incurred before the zoning code.

MR. NUGENT: Not the addition, addition has C.O.s.

MR. LEASE: We have C.O.s on everything.

MR. NUGENT: Except for the main house.

MR. LEASE: There's no addition on the house, there's an unheated porch we have, we were requested and got a C.O. for the house, electrical inspection for the house, C.O. for the pool, C.O. for the fence, C.O. for the deck, we have five separate C.O.s or four C.O.s and one electrical inspection.

MR. NUGENT: Now can you prove to this board that that building was built before 1967?

MR. LEASE: Can I prove it was built before 1967?

MR. NUGENT: Do you have the original deed?

MR. LEASE: According to the building permit in the office, it was built in 1968, as I recall, I don't have that file with me.

MR. NUGENT: 8 or 5, that is a big difference.

MR. LEASE: It came in a year after the zoning came in.

MR. NUGENT: That was 8.

MR. LEASE: Well, here they show it on 11/15/66, in paperwork for notice of disapproval for building permit application, which is I think the same paperwork that Pat you gave me a couple days ago, shows it on 11/15/66, does that make it or not make it?

MR. NUGENT: Yeah.

MR. KRIEGER: That is before zoning.

MR. LEASE: All right, all I know is that when we accessed the file, it was supposed to be a year after zoning came in, but maybe we weren't right about that. Well, this was documentation generated by Mike from Mike's office, Mike Babcock, rather.

MR. KANE: That is a disapproval for a building permit?

MR. LEASE: Yes.

MR. TORLEY: Dated '66.

MR. LEASE: No, maybe you don't have this thing, it was made out for me so I'm not completely familiar with this, you have got the same thing right there, we were under the misunderstanding that it came in a year after zoning.

MR. TORLEY: That was a building permit issued in '66 but when is the house completed. It would be a big help to us if you can give us some documentation showing what the house was built and occupied because the building permit says '66, when was the house--

MR. LEASE: See that is the whole problem with this thing. Mike gave us a clue as to why this may be so. The building permit was taken out in 1966, but for whatever reason, the C.O. was never issued on the house. Mike had suggested that years ago, full assessment was avoided by never applying for a C.O. so though we have a building permit in his file for '66, a final C.O. was never issued and that was the generation, that was the generation of this whole problem and the fact the present sale is the 4th transfer of this home, so it has gone unnoticed and unrecorded three times before.

MR. TORLEY: Andy, I have a question for you. If he could show the house was without, whether a C.O. was issued because they weren't issuing C.O.s fairly back then, if he can show that the house was occupied or built before zoning came in, that would be sufficient, would it not, there's no C.O. issued?

MR. KRIEGER: I'm inclined to think so. I would be most anxious to hear what the position of the town is but fortunately, there is nobody here.

MR. NUGENT: I'm conferring with the attorney, his suggestion which I think is good is to set them up for a public hearing and then have them do some investigation work and if Mike feels that it is not necessary, just let it go but don't bring it back again.

MR. KANE: If they find out that they predate.

MS. BARNHART: If not, they can file their paperwork then.

MR. KANE: Then they can go ahead.

MR. NUGENT: Is that agreeable, Jeff?

MR. LEASE: That would be fantastic. I'm just thinking here maybe there's a record of when municipal sewer and water was hooked up to the house cause it has both and everything in Clintonwood Drive has municipal sewer and

water.

MR. KRIEGER: Might of but it's among the, that is among the earliest places in the town where the service was provided.

MR. TORLEY: How about the tax records?

MR. KRIEGER: Possibly.

MR. KANE: But if they didn't get the C.O. to circumvent full assessment, tax records may not be there.

MR. NUGENT: They have got to be taxed for something.

MR. KRIEGER: And it's not the tax records for the truth of what's in them, it's a tax record for a record of date.

MR. TORLEY: I would assume if a building was commenced, if you started building something for zoning that came in that was grandfathered, even if it wasn't finished on the day the zoning passed.

MR. KANE: I believe so and you have a building permit for '66?

MR. LEASE: We do.

MR. KANE: So if you can add something to that.

MR. KRIEGER: I would think I'm inclined to believe that you are right, I also know from other experience that lending institutions, the persons at lending institutions traditionally are persons without flexibility or imagination and so trying to argue yeah, well, it should be this way and they look it, maybe depending on the institution involved maybe difficult and they may be better served by simply getting the variance. That maybe within the parameters of the authorizers of the loan.

MR. KANE: We'll set them up for a public hearing.

MR. NUGENT: Let him do a little investigation and I will talk to Mike tomorrow.

MR. KANE: Accept a motion?

MR. LEASE: Let me just get this clear. If we can show within the next week that there was a tax assessment that dates, and taxes paid for full assessment with the house on the record is 1966, this would essentially allow us to get around this variance, we can get some kind of a letter?

MR. NUGENT: Pre-existing.

MR. LEASE: Stating?

MR. KRIEGER: What happens is if you have that evidence you confirm with the building inspector if he agrees he will issue whatever you want, fine and dandy, then you don't have to go through with the authorization, it confers a right not an obligation. If, however, all these things don't work out, it doesn't come out the way you want it to come out and you want to go ahead with the variance which you may for other reasons which I have previously placed on the record, then you simply proceed.

MR. LEASE: Terrific, thank you very much.

MR. NUGENT: Accept a motion.

MR. KANE: Mr. Chairman, I move that we set up Surendra Sharma for a public hearing for the requested variances.

MR. REIS: Second it.

ROLL CALL

MS. OWEN	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. NUGENT	AYE

February 9, 1998

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MR. KRIEGER: When you return, if you would address yourself to the criteria, those are the criteria on which the state requires that the Zoning Board must act. I will also need to see at the hearing the deed and title policy of the present owners, don't make me a copy, I don't have to keep it, I don't have to see it ahead of time, I have to look at it then and give it right back to you and the application papers you have to see.

MS. BARNHART: He has those already.

MR. LEASE: Thank you.

19-5-1

No. 121

Nov 15 1964

BUILDING PERMIT

FEE: 37.50

A permit is hereby given by the Zoning Officer of the Town of New Windsor, Orange County, N. Y., for building as described:

Owner's Name D-C Contr

Address RD #4 Caesar Lane

Architect's Name

Address

Builder's Name D-C Contr

Address RD #4 Caesar Lane

Location of Building Lot 47 Clinton Woods Sub Division

Material Frame + Masonry Number of Stories 1 Number of Families 1

Dimensions of Building 8x12 Dimensions of Lot 145 x 110

Use of Building One Family Res.

Number of Toilets 2 Number of Baths 2

Heating Plant Oil

I am familiar with the Zoning Ordinance of the Town of New Windsor.

Remarks:

Signature of Applicant Frank Smith

Approximate Cost \$25,000

Tygart Williamson
Zoning Officer

A permit under which no work is commenced within 6 months after issuance shall expire by limitation and a new permit shall be secured before work is started.

10. Size of lot: Front 145' Rear 175' Depth 110' Front Yard 35'
Rear Yard 40' Side Yard 10'-35' Is this a corner lot? YES

11. Zone or use district in which premises are situated.....
.....R.B......

12. Does proposed construction violate any zoning law, ordinance or regulation?

13. Name of Compensation Insurance Carrier UTICA MUTUAL
Number of Policy ~~93~~ 54413LM Date of Expiration JUNE 6, 1967

14. Name of Owner of Premises D.T.C. - CONTRACTING
Address Phone No.

Name of Architect
Address Phone No.

Name of Contractor D.T.C. - CONTRACTING
Address CAESARS LANE R.D.#, NEWBURGH, NY Phone No. JO-1-2223

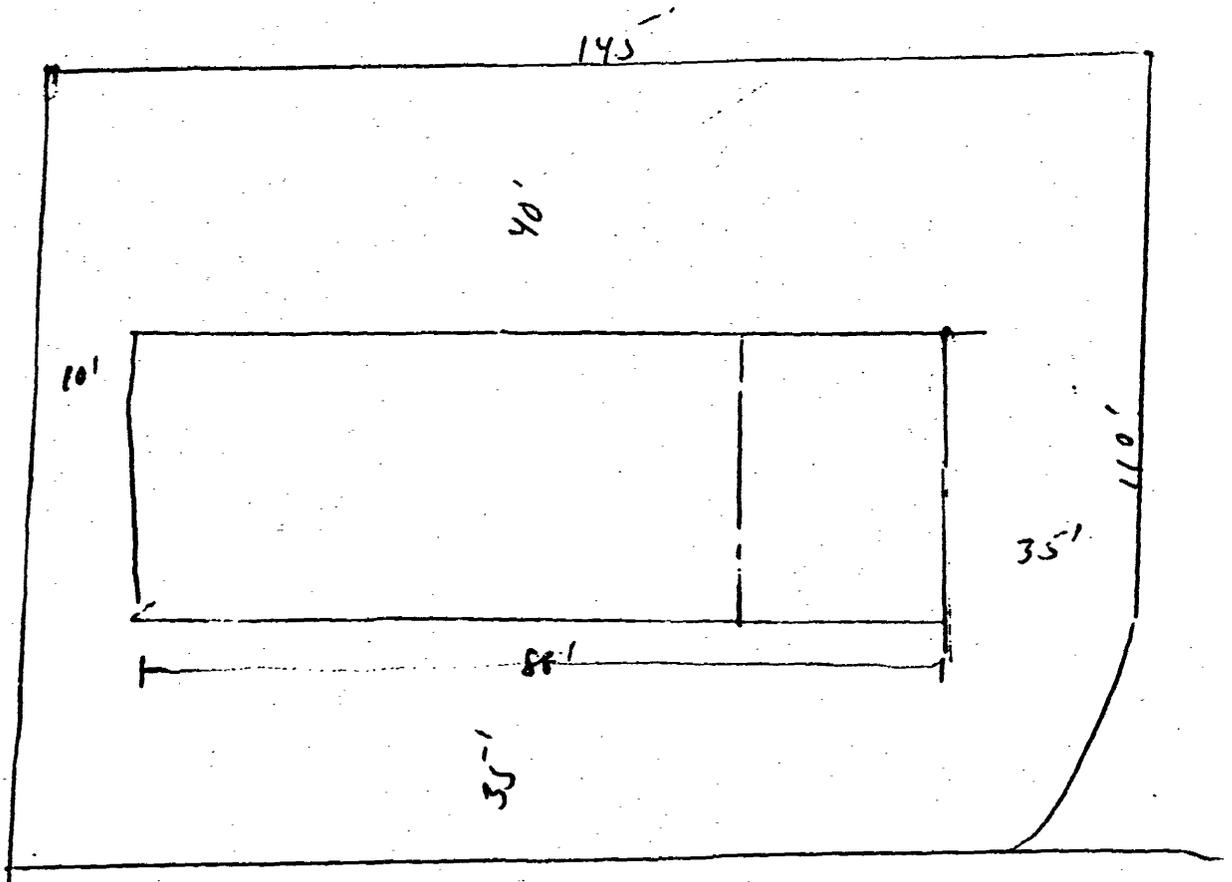
15. Will electrical work be inspected by, and a Certificate of Approval obtained from, the New York Board of Fire Underwriters or other agency or organization?
If so, specify YES

- 16. IMPORTANT: Do not pour footings until the location of building on lot, and soil has been inspected.
- 17. Before a Certificate of Occupancy can be issued, a certified survey must be filed. (May be waived.)
- 18. Walls not to be lathed until Department inspection is made.
- 19. Defer backfilling until waterproofing of foundation is approved by Department.

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

SHOW PLOT PLAN ON NEXT PAGE

PLOT PLAN



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

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

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

DATE: 2/3/98

**APPLICANT: Surendra Sharma
22 Clintwood Drive
New Windsor, New York 12553**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: February 3, 1998

FOR : #121- Issued on 11/15/66

LOCATED AT: 22 Clintwood Drive

ZONE: R-4

DESCRIPTION OF EXISTING SITE: 19-5-1

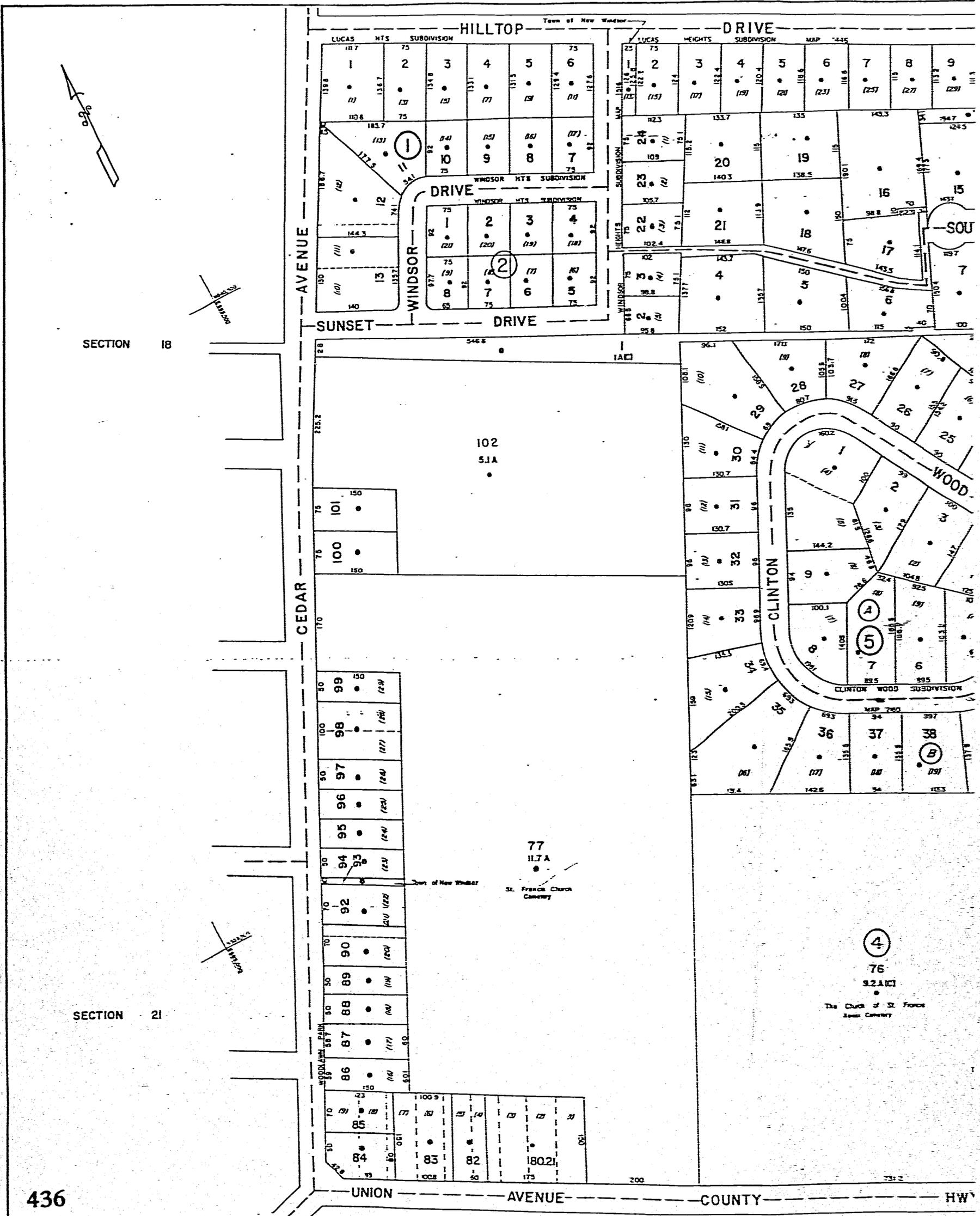
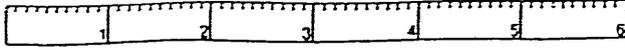
IS DISAPPROVED ON THE FOLLOWING GROUNDS:

- 1. Existing one family house does not meet minimum front yard set-back for a corner lot.**

Linda Dini
BUILDING INSPECTOR

PERMITTED	35'	PROPOSED OR AVAILABLE:	VARIANCE REQUEST:
ZONE: R-4	USE: 10 - E	Bulk Tables	48-14-B-2
MIN. LOT AREA:			
MIN LOT WIDTH:			
1) REQ'D.. FRONT YD:	35'	30	5'
2) REQ'D.. FRONT YD:	35'	22.8	12', 4 "
REQ'D. SIDE YD:	15'	11.7	3 - 5
REQD. TOTAL SIDE YD:			
REQ'D REAR YD:			
REQ'D FRONTAGE:			
MAX. BLDG. HT.:			
FLOOR AREA RATIO:			
MIN. LIVABLE AREA:			
DEV. COVERAGE:			

cc: Z.B.A., APPLICANT, FILE , W/ ATTACHED MAP



SECTION 18

SECTION 21

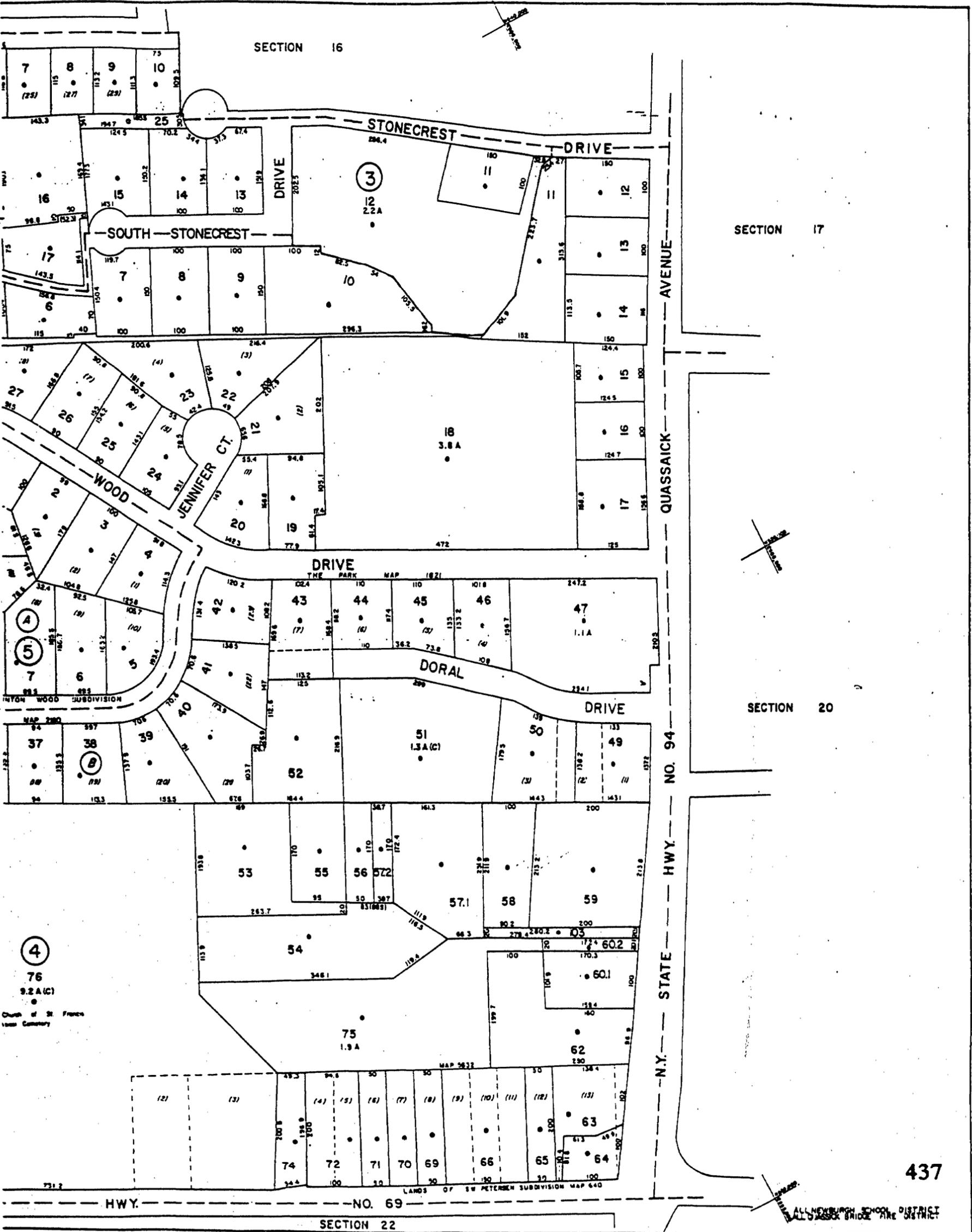
436

Prepared by AERO SERVICE CORPORATION A DIVISION OF LITTON INDUSTRIES 4700 MARKET ST. PHILADELPHIA, PA 19139

FOR TAX PURPOSES ONLY NOT TO BE USED FOR CONVEYANCE

LEGEND

Table with 4 columns: STATE OR COUNTY LINE, CITY TOWN OR VILLAGE, BLOCK & SECTION LIMIT, SPECIAL DISTRICT LINE, PROPERTY LINE, FILED PLAN LOT LINE, EASEMENT LINE, MATCH LINE, STREAMS, TAX MAP BLOCK NO, TAX MAP PARCEL NO, AREAS, DIMENSIONS, FILED PLAN BLOCK NO, FILED PLAN LOT NO, STATE HIGHWAYS, COUNTY HIGHWAYS, TOWN ROADS.



ORANGE COUNTY~NEW YORK

Photo No. 14-3132 Date of Map: 9-24-67
 Date of Photo: 1-1-65 Date of Revision: 3-1-93

Scale: 1" = 100'

TOWN OF NEW WINDSOR

Section No. 19

FILED PLAN BLOCK NO.	2
FILED PLAN LOT NO.	111
STATE HIGHWAYS	as state map on
COUNTY HIGHWAYS	as county map on
TOWN ROADS	as town map on

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ALL NEW WINDSOR SCHOOL DISTRICT
 ALL QUASSAICK FIRE DISTRICT