



# TOWN OF NEWBURGH

*Crossroads of the Northeast*

ZONING BOARD OF APPEALS  
OLD TOWN HALL  
308 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

## APPLICATION

OFFICE OF ZONING BOARD  
(845) 566-4901

DATED: 5/2/19

TO: THE ZONING BOARD OF APPEALS  
THE TOWN OF NEWBURGH, NEW YORK 12550

I (WE) Jennifer Canizzaro & Benny Hatten PRESENTLY

RESIDING AT NUMBER 11 Hollenbeck Dr. Newburgh NY 12550

TELEPHONE NUMBER (845) 564-3224 (h) / (845) 391-2332 (c)

HEREBY MAKE APPLICATION TO THE ZONING BOARD OF APPEALS FOR THE FOLLOWING:

- A USE VARIANCE
- AN AREA VARIANCE
- INTERPRETATION OF THE ORDINANCE
- SPECIAL PERMIT

1. LOCATION OF THE PROPERTY:

37-1-3 (TAX MAP DESIGNATION)

11 Hollenbeck Dr. (STREET ADDRESS)  
Newburgh NY 12550

R-3 (ZONING DISTRICT)

2. PROVISION OF THE ZONING LAW APPLICABLE (INDICATE THE SECTION AND SUBSECTION OF THE ZONING LAW APPLICABLE BY NUMBER; DO NOT QUOTE THE LAW).

185-15-A-4, 185-15-A-3, 185-15-A-1  
Bulk table Schedule 5



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### 3. IF VARIANCE TO THE ZONING LAW IS REQUESTED:

- a) APPEAL IS MADE FROM DISAPPROVAL BY THE TOWN BUILDING INSPECTOR OR BUILDING PERMIT APPLICATION. SEE ACCOMPANYING NOTICE DATED: \_\_\_\_\_
- b) OR DENIAL (REFERRAL) BY THE PLANNING BOARD OF THE TOWN OF NEWBURGH OF AN APPLICATION TO THE BOARD, SEE ACCOMPANYING NOTICE DATED: 2/26/19

4. DESCRIPTION OF VARIANCE SOUGHT: *The addition of sq' to replot back exceeds surface coverage by 1%. Rear yard setback is short 40' on side yard setback to property line but is next to thruway and seperated by 2 fence and @ 20'. The garage requires a height variance as permit is 22' high*

### 5. IF A USE VARIANCE IS REQUESTED: STRICT APPLICATION OF THE ZONING LAW WOULD PRODUCE UNNECESSARY HARDSHIP IN THAT:

- a) UNDER APPLICABLE ZONING REGULATIONS THE APPLICANT IS DEPRIVED OF ALL ECONOMIC USE OR BENEFIT FROM THE PROPERTY IN QUESTION BECAUSE:

*We have already paid Remodeling Concepts Derek Cashner to build both structures in his contract he was responsible for obtaining all permits/ variances. He has since abandoned as project + several others. I have over 10k of work that has not been completed + permits/ variances not obtained*

**(ATTACH WITH THIS APPLICATION COMPETENT FINANCIAL EVIDENCE ESTABLISHING SUCH DEPRIVATION)**

- b) THE HARDSHIP IS UNIQUE AND DOES NOT APPLY TO A SUBSTANTIAL PORTION OF THE DISTRICT OR NEIGHBORHOOD BECAUSE:

*The Deck borders the MS Thruway and is not visible to the road. The height of the garage is due to a second floor to be used for storage only. There is no heat or water and is not a living space*

- c) THE VARIANCE WOULD NOT ALTER THE ESSENTIAL CHARACTER OF THE NEIGHBORHOOD BECAUSE:

*The building aesthetically blends into the neighborhood which is on a dead end and our next door neighbor has an unattached garage as well for the past 50+ years.*



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ZONING BOARD OF APPEALS

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- d) THE HARDSHIP HAS NOT BEEN SELF-CREATED BECAUSE:

While I now realize I should have been more diligent in making sure our contractor had done what he agreed to as previous contractors for our kitchen and roof. Enclosed is a copy of the contract stating his obligations

6. IF AN AREA VARIANCE IS REQUESTED:

- a) THE VARIANCE WILL NOT PRODUCE AN UNDESIRABLE CHANGE IN THE CHARACTER OF THE NEIGHBORHOOD OR A DETRIMENT TO NEARBY PROPERTIES BECAUSE:

We are on a dead end street with an odd lot shape. The side yard is NYS Thruway. The back yard is boarded by neighbors side lot the front yard is both on a dead end st and bordering a neighbor but separated by a fence + woods.

- b) THE BENEFIT SOUGHT BY THE APPLICANT CAN NOT BE ACHIEVED BY SOME METHOD, FEASIBLE FOR THE APPLICANT TO PURSUE, OTHER THAN AN AREA VARIANCE, BECAUSE:

My fly by night contractor already built it. Again, I apologize profusely.

- c) THE REQUESTED AREA VARIANCE IS NOT SUBSTANTIAL BECAUSE:

The deck borders the NYS Thruway & is separated by 2 fences and a wood line. The garage is actually a sound barrier for the rest of the neighborhood from NYS Thruway noise and there is already a neighbor with an unattached garage.

- d) THE PROPOSED VARIANCE WILL NOT HAVE AN ADVERSE EFFECT OR IMPACT ON THE PHYSICAL OR ENVIRONMENTAL CONDITIONS IN THE NEIGHBORHOOD OR DISTRICT BECAUSE:

The architecture fits the style of homes in the area. My neighbors house is 2 stories with an unattached garage and there is no septic line or bathroom facilities in the garage to impact the environment.

- e) THE HARDSHIP HAS NOT BEEN SELF-CREATED BECAUSE:

I was not aware that permits/variances for the deck & garage were not obtained. In discussing with contractor all paperwork was processed. After being abandoned by our contractor we realized this was not the case.



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OFFICE OF ZONING BOARD  
(845) 566-4901

### 7. ADDITIONAL REASONS (IF PERTINENT):

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

  
\_\_\_\_\_  
PETITIONER (S) SIGNATURE

STATE OF NEW YORK: COUNTY OF ORANGE:

SWORN TO THIS 23rd DAY OF April 2019

  
\_\_\_\_\_  
NOTARY PUBLIC

DEBORAH HODGE  
Notary Public, State of New York  
Qualified in Ulster County  
Registration No. 01HO6158022  
Commission Expires December 18, 2022

NOTE: NYS GML Section 239-m (3) for proposed actions that are within 500 feet of the properties or thresholds listed in the statute the Zoning Board of Appeals is required to send a copy of the complete application to the Orange County Department of Planning to be reviewed prior to Zoning Board of Appeals decision. And also NYS GML Section 239-NN requires notification for any proposed actions, to the Municipal Clerk, within 500 feet of the Border of that adjoining County, Town or City.

**(ALL MATERIALS REGARDING THE APPLICATION MUST BE SUBMITTED TO THE ZONING BOARD OFFICE FOR REVIEW NO LATER THAN 10 DAYS PRIOR TO THE HEARING DATE OR THEY MAY NOT BE CONSIDERED THE NIGHT OF THE MEETING).**

(NOTE: BOARD MEMBERS MAKE SITE VISITS TO ALL THE PROPERTIES)



# TOWN OF NEWBURGH

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ZONING BOARD OF APPEALS

OLD TOWN HALL  
308 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

## PROXY

\_\_\_\_\_, DEPOSES AND SAYS THAT

HE/SHE RESIDES AT \_\_\_\_\_

IN THE COUNTY OF \_\_\_\_\_ AND STATE OF \_\_\_\_\_

AND THAT HE/SHE IS THE OWNER IN FEE OF \_\_\_\_\_

\_\_\_\_\_

WHICH IS THE PREMISES DESCRIBED IN THE FOREGOING APPLICA-

TION AND THAT HE/SHE HAS AUTHORIZED \_\_\_\_\_

TO MAKE THE FOREGOING APPLICATION AS DESCRIBED THEREIN.

DATED: \_\_\_\_\_

OWNER'S SIGNATURE

\_\_\_\_\_  
WITNESS' SIGNATURE

STATE OF NEW YORK; COUNTY OF ORANGE:

SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

#### Part 1 - Project and Sponsor Information

Name of Action or Project:

Back deck and 1.5 story garage

Project Location (describe, and attach a location map):

11 Hollenbeck Dr. Newburgh NY

Brief Description of Proposed Action:

Replace existing deck -  
2.5 car unattached garage with storage on second floor

Name of Applicant or Sponsor:

Jennifer Cannizzo & Benny Hatten

Telephone: 845-5643224

E-Mail: jenncann@aol.com

Address:

11 Hollenbeck Dr

City/PO:

Newburgh

State:

NY

Zip Code:

12550

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?

NO YES

If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.

2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:

NO YES

Town of Newburgh 17-0181

3.a. Total acreage of the site of the proposed action?

.44 acres

b. Total acreage to be physically disturbed?

1207 sq ft acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?

.44 acres

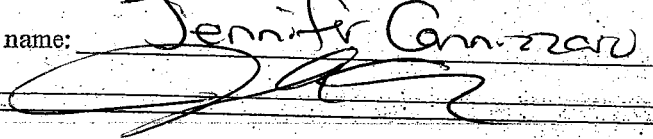
4. Check all land uses that occur on, adjoining and near the proposed action.

- Urban     Rural (non-agriculture)     Industrial     Commercial     Residential (suburban)  
 Forest     Agriculture     Aquatic     Other (specify): \_\_\_\_\_  
 Parkland

<p>5. Is the proposed action, a. A permitted use under the zoning regulations? <i>Garage / deck</i></p> <p>b. Consistent with the adopted comprehensive plan?</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
<p>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p>
<p>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p>
<p>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</p> <p>b. Are public transportation service(s) available at or near the site of the proposed action?</p> <p>c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p> <p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p> <p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p>
<p>10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <i>There is a garden hose in the garage run from the house</i></p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p>
<p>11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____</p>	<p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p> <p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p> <p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:  <input type="checkbox"/> Shoreline    <input type="checkbox"/> Forest    <input type="checkbox"/> Agricultural/grasslands    <input type="checkbox"/> Early mid-successional  <input type="checkbox"/> Wetland    <input type="checkbox"/> Urban    <input checked="" type="checkbox"/> Suburban    <i>My lawn</i></p>	
<p>15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?</p>	<p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>16. Is the project site located in the 100 year flood plain?</p>	<p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties?    <input type="checkbox"/> NO    <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ <input type="checkbox"/> NO    <input type="checkbox"/> YES</p>	<p>NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p> <p>NO <input checked="" type="checkbox"/></p> <p>YES <input type="checkbox"/></p>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Jennifer Cammaro Date: 4/23/19  
Signature: 



Agency Use Only [If applicable]

Project:	
Date:	

*Short Environmental Assessment Form*  
*Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small - impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:	
Date:	

**Short Environmental Assessment Form**  
**Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

N/A

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required:
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

# 2740-19

# Town of Newburgh Code Compliance

## OWNER INFORMATION

**BUILT WITH OUT A PERMIT**

NAME: Jennifer Cannizzaro Building Application # 17-0181

ADDRESS: 11 Holloenbeck Dr. Newburgh NY 12550

PROJECT INFORMATION: **AREA VARIANCE** USE VARIANCE

TYPE OF STRUCTURE: Deck & Accessory buildings

SBL: 37-1-3 ZONE: R-3 ZBA Application # \_\_\_\_\_

TOWN WATER:  YES / NO TOWN SEWER: YES /  NO

	MINIMUM	EXISTING	PROPOSED	VARIANCE	VARIANCE PERCENTAGE
LOT AREA	19,127.60				
Maximum allowed accessory	370.08 sf	1069 sf		699 sf	189.00%
LOT DEPTH					
FRONT YARD					
THRUWAY FRONT YARD	40'	22'		18'	45.00%
10% SIDE YARD	10%=280 sf	765 sf		485 sf	173.00%
MAX. BUILDING HEIGHT	15'	22.67'		7.67'	51.13%
BUILDING COVERAGE	15%=2869.14 sf		3137 sf	268 sf	9.30%
SURFACE COVERAGE	30%=5738.28 sf		5930 sf	192 sf	334.00%

143%  
31%

INCREASING DEGREE OF NON-CONFORMITY - 185-19-C-1 \_\_\_\_\_ YES / NO  
 2 OR MORE FRONT YARDS FOR THIS PROPERTY \_\_\_\_\_  YES / NO  
 CORNER LOT - 185-17-A \_\_\_\_\_ YES / NO

### ACCESSORY STRUCTURE:

GREATER THEN 1000 S.F. OR BY FORMULA - 185-15-A-4 \_\_\_\_\_  YES / NO  
 FRONT YARD - 185-15-A \_\_\_\_\_ YES / NO  
 STORAGE OF MORE THEN 4 VEHICLES \_\_\_\_\_ YES / NO  
 HEIGHT MAX. 15 FEET - 185-15-A-1 \_\_\_\_\_  YES / NO  
 10% MAXIMUM YARD COVERAGE - 185-15-A-3 \_\_\_\_\_  YES / NO

NOTES: **ALL STRUCTURES WHERE ARE BUILT WITHOUT PERMITS**

### VARIANCE(S) REQUIRED:

- 185-15-A-4 Maximum allowed Square footage based on the formula \_\_\_\_\_
- 185-15-A-3 Such building shall not occupy more than 10% of the required yard \_\_\_\_\_
- 185-15-A-1 Such building shall not exceed 15' in height \_\_\_\_\_

SEE PAGE 2

REVIEWED BY: Joseph Mattina DATE: 26-Feb-19

# Town of Newburgh Code Compliance

**OWNER INFORMATION**

**BUILT WITH OUT A PERMIT**

**NAME:** Jennifer Cannizzaro **Building Application #** 17-0181

**ADDRESS:** 11 Holloenbeck Dr. Newburgh NY 12550

**PROJECT INFORMATION:**

**AREA VARIANCE**

USE VARIANCE

**TYPE OF STRUCTURE:** Deck & Accessory buildings

**SBL:** 37-1-3 **ZONE:** R-3 **ZBA Application #** \_\_\_\_\_

**TOWN WATER:** YES / NO **TOWN SEWER:** YES / NO

	MINIMUM	EXISTING	PROPOSED	VARIANCE	VARIANCE PERCENTAGE
LOT AREA	19,127.60				
Maximum allowed accessory	370.08 sf				
LOT DEPTH					
FRONT YARD					
REAR YARD	40'				
10% SIDE YARD	10%=280 sf				
MAX. BUILDING HEIGHT	15'				
BUILDING COVERAGE	15%=2869.14 sf				
SURFACE COVERAGE	30%=5738.28 sf				

INCREASING DEGREE OF NON-CONFORMITY - 185-19-C-1 ..... YES / NO  
 2 OR MORE FRONT YARDS FOR THIS PROPERTY ..... YES / NO  
 CORNER LOT - 185-17-A ..... YES / NO

**ACCESSORY STRUCTURE:**

GREATER THEN 1000 S.F. OR BY FORMULA - 185-15-A-4 ..... YES / NO  
 FRONT YARD - 185-15-A ..... YES / NO  
 STORAGE OF MORE THEN 4 VEHICLES ..... YES / NO  
 HEIGHT MAX. 15 FEET - 185-15-A-1 ..... YES / NO  
 10% MAXIMUM YARD COVERAGE - 185-15-A-3 ..... YES / NO

**NOTES:**

**ALL STRUCTURES WHERE BUILT WITHOUT PERMITS**

**VARIANCE(S) REQUIRED:**

- 4 Bulk table schedule 5 requires a minimum rear yard setback of 40' is 60'3"
- 5 Bulk table schedule 5 allows a maximum lot building coverage of 15% is 16.4
- 6 Bulk table schedule 5 allows a maximum lot surface coverage of 30% is 31% total

**REVIEWED BY:** Joseph Mattina

**DATE:** 26-Feb-19

# ACCESSORY STRUCTURE SQUARE FOOTAGE BY FORMULA

PER THE TOWN OF NEWBURGH MUNICIPAL CODE  
SECTION 185-15(4) - ACCESSORY BUILDINGS

(4) An accessory use to a principal residential use, as listed in Article IV, Schedules of District Regulations, Use Table, Column A, that is housed within an accessory building shall be limited to a maximum of 1,000 square feet or to a lower number as may be determined by the following formula:

**FORMULA:**

$$\frac{A+(B \times C)}{100} = D$$

- A - GROSS AREA OF LOT IN SQUARE FEET
- B - LIVABLE FLOOR AREA OF RESIDENCE IN SQUARE FEET
- C - MINIMUM REQUIREMENT IN THE ZONING DISTRICT FOR ONE SIDE YARD, IN FEET
- D - TOTAL SQUARE FOOTAGE PERMITTED FOR ALL ACCESSORY BUILDINGS

A= 19,127.60 SF  
B= 1,192.00 SF  
C= 15.00 FEET  
D= 370.08 SF OR 1,000 SF WHICHEVER IS LESS IS PERMITTED.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK: NAME(S) OF PARTY(S) TO DOCUMENT

Philip Cannizzaro  
Jennifer K. ...  
G.H.K. Cannizzaro Buckley  
TO  
Jennifer K. Cannizzaro  
Benny D. Hatton Jr.

SECTION 37 BLOCK 1 LOT 3

RECORD AND RETURN TO:  
(name and address)



The Title Service Co.  
P.O. Box 3226  
Kingston N.Y. 12402

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED  MORTGAGE  SATISFACTION  ASSIGNMENT  OTHER

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
- 2001 WASHINGTONVILLE (VLG)
- 2289 CHESTER (TN)
- 2201 CHESTER (VLG)
- 2489 CORNWALL (TN)
- 2401 CORNWALL (VLG)
- 2600 CRAWFORD (TN)
- 2800 DEERPARK (TN)
- 3089 GOSHEN (TN)
- 3001 GOSHEN (VLG)
- 3003 FLORIDA (VLG)
- 3005 CHESTER (VLG)
- 3200 GREENVILLE (TN)
- 3489 HAMPTONBURGH (TN)
- 3401 MAYBROOK (VLG)
- 3689 HIGHLANDS (TN)
- 3601 HIGHLAND FALLS (VLG)
- 3889 MINISINK (TN)
- 3801 UNIONVILLE (VLG)
- 4089 MONROE (TN)
- 4001 MONROE (VLG)
- 4003 HARRIMAN (VLG)
- 4005 KIRYAS JOEL (VLG)

- 4289 MONTGOMERY (TN)
- 4201 MAYBROOK (VLG)
- 4203 MONTGOMERY (VLG)
- 4205 WALDEN (VLG)
- 4489 MOUNT HOPE (TN)
- 4401 OTISVILLE (VLG)
- 4600 NEWBURGH (TN)
- 4800 NEW WINDSOR (TN)
- 5089 TUXEDO (TN)
- 5001 TUXEDO PARK (VLG)
- 5200 WALLKILL (TN)
- 5489 WARWICK (TN)
- 5401 FLORIDA (VLG)
- 5403 GREENWOOD LAKE (VLG)
- 5405 WARWICK (VLG)
- 5600 WAWAYANDA (TN)
- 5889 WOODBURY (TN)
- 5801 HARRIMAN (VLG)

CITIES

- 0900 MIDDLETOWN
- 1100 NEWBURGH
- 1300 PORT JERVIS
- 9999 HOLD

NO PAGES 4 CROSS REF.  
CERT. COPY ADD'L X-REF.  
MAP# PGS.

PAYMENT TYPE: CHECK   
CASH   
CHARGE   
NO FEE

Taxable  
CONSIDERATION \$ -0-  
TAX EXEMPT  
Taxable  
MORTGAGE AMT. \$  
DATE

MORTGAGE TAX TYPE:

- (A) COMMERCIAL/FULL 1%
- (B) 1 OR 2 FAMILY
- (C) UNDER \$10,000
- (E) EXEMPT
- (F) 3 TO 6 UNITS
- (I) NAT.PERSON/CR. UNION
- (J) NAT.PER-CR.UN/1 OR 2
- (K) CONDO

Donna L. Benson  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: Title Service

RECORDED/FILED  
09/29/2003/ 11:03:46  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

FILE # 20030124997  
DEED / BK 11207 PG 1759  
RECORDING FEES 92.00  
TTX# 002166 TRANS TAX 0.00  
Receipt#165799 dab

STATE OF NEW YORK (COUNTY OF ORANGE) SS:  
I, ANN G. RABBITT, COUNTY CLERK AND CLERK OF THE  
SUPREME AND COUNTY COURTS, ORANGE COUNTY, DO  
HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH  
THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE  
ON 9/29/03 AND THE SAME IS A CORRECT  
TRANSCRIPT THEREOF. IN WITNESS WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

Ann G. Rabbitt

COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS  
ORANGE COUNTY 4/2/19



TSC-19301

Bargain and Sale Deed with Covenant against Grantor's Acts - Individual or Corporation (single sheet)

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

**THIS INDENTURE**, made this 15<sup>th</sup> day of Sept, two thousand and three,

**BETWEEN** PHILIP CANNIZZARO,  
JENNIFER K. CANNIZZARO and JILL K. CANNIZZARO BUCKLEY  
residing at 11 Hollenbeck Drive, Newburgh, New York 12550

Party of the first part, and JENNIFER K. CANNIZZARO and BENNY D. HATTON, Jr.  
residing at 11 Hollenbeck Drive, Newburgh, New York 12550

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 Newburgh, County of Orange and State of New York, being more particularly bounded and described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING the same premises conveyed by Philip Cannizzaro to Jennifer K. Cannizzaro and Jill K. Cannizzaro by deed dated September 17, 1997, and recorded in the Orange County Clerk's Office on January 16, 1998, in Book of Deeds in Liber 4700 at page 95.

TOGETHER with all right, title and interest, if any of the party of the first part in and to any streets and road abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

SUBJECT TO restrictions and restrictive covenants, easements and agreements of record;

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purposes 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 purposes.

Philip Cannizzaro hereby relinquishes his life estate in this property.  
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

PHILIP CANNIZZARO BY

Philip Cannizzaro  
JENNIFER K. CANNIZZARO, his atty in fact

Benny D. Hatton, Jr.  
his Attorney in Fact

Jennifer K. Cannizzaro  
JENNIFER K. CANNIZZARO

Jill K. Cannizzaro Buckley  
JILL K. CANNIZZARO BUCKLEY

STATE OF NEW YORK, COUNTY OF DUTCHESS ) ss.:

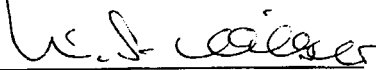
On the 15th day of September, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared JENNIFER K. CANNIZZARO personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lenka C. Knapp  
Notary Public

LENKA C. KNAPP  
Notary Public, State of New York  
Qualified in Dutchess County  
My Commission Expires Dec. 29, 2006  
2006

STATE OF NEW YORK, COUNTY OF DUTCHESS ) ss.:

On the 15th day of September, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared JILL K. CANNIZZARO BUCKLEY personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

R&R:  
Jennifer K. Cannizzaro  
Benny D. Hatton  
11 Hollenbeck Drive  
Newburgh, New York 12550

MIMI S. WILBER  
NOTARY PUBLIC, State of New York  
Qualified in Dutchess County  
Commission Expires Oct. 23, 19

2005



- SCHEDULE A -

All that certain plot, piece or parcel of land situate, lying and being in the Town of Newburgh, Orange County, New York, being designated as Lot #5 on a certain map of part of Lands of Pierre Hollenbeck, Town of Newburgh, Orange Co., N.Y. by C. J. Wilkin, Surveyor, dated May 27, 1964 with revisions as of July 22, 1964 and September 4, 1964, said map having been filed in the Orange County Clerk's Office on October 9, 1964 and given the number 2076.

Together with an unrestricted right of way in common with others over the roadway fronting the above premises for the purposes of ingress and egress.



## Construction Contract

This agreement is made by Remodeling Concepts, Inc. (Contractor) and Benny & Jennifer Hatton (Owner) on the date written beside our signatures.

### Contractor

Remodeling Concepts, Inc.  
4 Marshall Road  
Wappingers Falls, New York 12590  
Work Phone Number: 845-297-7675  
Cell Phone Number: 845-416-2546  
Email Address: Remodelingconcepts@aol.com  
License Number: Dutchess/Ulster/Orange NA, Putnam LIC- PC6329  
Remodeling Concepts, Inc. is incorporated in the state of New York.  
Remodeling Concepts, Inc. will be referred to as Remodeling Concepts throughout this agreement.

### Owner

Benny & Jennifer Hatton  
11 Hollenbeck Drive  
Newburgh, New York 12550  
Day Phone Number: 845-863-6051  
Cell Phone Number: 845-564-3224  
Benny & Jennifer Hatton will be referred to as Owner throughout this agreement.

### The Construction Site

11 Hollenbeck Drive  
Newburgh, New York 12550

#### I. Project Description

A. For a price identified below, Remodeling Concepts agrees to complete for Owner the Work identified in this agreement as the Detached 24 x 28 Garage.

#### II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Remodeling Concepts \$53,837.00 for completing the Work described as the Detached 24 x 28 Garage.

#### III. Scheduled Start of Construction

A. Construction will begin within 15 business days of Town approval.

#### IV. Scheduled Completion of Construction

A. Garage will be complete approximately 6 weeks of construction start.

#### V. Documents Incorporated

A. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

## I. Plans

Consisting of 1-2 sheet(s).

Prepared by Richard Iuele PE.

Plans will be added to this agreement and approved by home owner.

## VI. Scope of Work

A. Remodeling Concepts shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Detached 24 x 28 Garage in compliance with the Contract Documents.

B. Except for materials expressly designated otherwise in the Contract Documents, Remodeling Concepts warrants that all materials and equipment furnished under this contract shall be of good quality and new.

C. Remodeling Concepts shall provide on the Job Site during the period of construction a temporary chemical toilet or water closet which shall be serviced no less than weekly. Upon completion of the Project, Remodeling Concepts will remove temporary toilet facilities from the site.

D. Remodeling Concepts will obtain all permits, plans, inspections and approvals. All underground utilities will be located prior to work. Sill fence will be installed where required. Remodeling Concepts will take full responsibility of Variance process with support of customer as needed for info and signatures.

E. Excavation will follow approved building plan and for required utilities. Property will be graded and seeded at conclusion. Water line will be installed from rear of home to garage. 3/4" PVC line will be installed 36" below grade. Independent spigot and shut will be installed. Pipe will be insulated and have 4" of sand above and below for protection. ITEM 4 shed base will be installed at rear of home at approved location. Item 4 will be installed at 5" thick and tamped as required. 1 shed at rear of home will be demolished and removed from the property. Excess material will be removed from the property.

F. Foundation will follow approved building plan. Concrete footing and block will be installed to approved plan. Foundation will be parge coated and have foundation sealer applied. Garage floor will be poured at 5" thick minimum. All concrete work will be inspected by local building department.

G. Blacktop will be applied at conclusion tying the existing driveway and garage together. Surfaces will have a neat clean appearance.

H. Framing will follow approved building plan. Garage will have a 9-10 foot ceiling with a bonus room ceiling of 7 plus feet. Garage door will be 16 foot wide with a side entrance. 2 entry doors and 3 windows are included. Garage door will be insulated with motor and remote. Roof will have a consistent pitch as existing house with a 1 large dormer installed. Additional Landing and stairs will be installed to access second floor. In addition to garage a 18 x 20 Pressure treated deck with railings and stairs will be built to approved plan. Material will be premium PT lumber from Kuiken Brothers Warwick NY. Deck will have 2 different elevations.

I. Roof will have 12" overhangs with Timberline Lifetime Architectural shingles to match house. Warranties provided. 2 fixed VELUX skylights will be installed at the rear of garage. Gutters will be installed white in color at conclusion of driveway install.

Contract included

J. Siding will be installed to match existing house in a double 4 siding. Product to be Royal. Warranties provided.

K. Windows will be American Craftman LOW-E units. Approximately 6 windows will be installed. Exterior entry doors will be 36" with hardware. Garage door will be 16x8 with 1 row of glass and be an insulated unit. Garage door will have motor and 2 remotes.

L. Electric will include 3 egress lights also as decoration. 4 LED lights for interior, outlets to code and homeowner request. 1 flood light with sensor is included. Electric for future bonus room will be installed with phase 1. Outlets will be located to home owner request. 2 exterior GFI will be installed to code.

#### **VII. Owner's Responsibilities**

A. Owner affirms that Owner has the right to enter into this agreement and has the right to contract for construction of the Detached 24 x 28 Garage on the Job Site. Owner shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.

B. Owner shall have sole responsibility to secure financing for the Detached 24 x 28 Garage and shall pay all fees, charges, or other costs of such financing, including inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Remodeling Concepts. Owner hereby authorizes and directs any lender on the Detached 24 x 28 Garage to furnish Remodeling Concepts with full information on undisbursed loan proceeds when requested by Remodeling Concepts.

C. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Remodeling Concepts or Subcontractors except as provided under this agreement.

#### **VIII. Representations by Contractor**

A. The Contract Price is based on Remodeling Concepts's careful evaluation of Plans, Specifications, Contract Documents, local conditions, including availability of labor, material, equipment, and transportation, the kind and character of soil and terrain, all available reports and tests on soil conditions, Work to be performed by Owner or Separate Contractors, environmental and historic preservation considerations, applicable Code Requirements, climatic conditions, and other local conditions that may affect cost to Remodeling Concepts or duration of construction.

B. Remodeling Concepts shall use skill and attention to complete the Work in a timely manner consistent with the Contract Documents.

C. Based on a thorough evaluation of the Contract Documents, the Job Site, and all conditions that may affect construction cost and duration, Remodeling Concepts affirms that the Contract Price and Contract Time are fair and reasonable for completion of the Detached 24 x 28 Garage.

D. Remodeling Concepts affirms that the company is financially solvent, licensed, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents.

#### **IX. Payment Plan**

A. Owner will pay to Remodeling Concepts the Contract Price in installments consisting of an initial payment, progress payments, and a final payment on completion of the Work.

#### X. Initial Payment

A. Upon execution of this agreement, Owner shall pay to Remodeling Concepts \$10,767.00 as an advance on the Contract Price. ✓  
2/14/17

B. Remodeling Concepts may use the initial payment to buy materials for the Detached 24 x 28 Garage, for pre-construction expenses, and to cover a portion of the fee for doing the Work.

#### XI. Progress Payments

##### A. Schedule of Progress Payments

1. Progress payments are due as each phase of the Work is completed.

I. Amount due when Job Phase 1 is complete: \$12,070.00 ✓ 6/18/18 pd  
Job Phase 1 is complete when Foundation install.

II. Amount due when Job Phase 2 is complete: \$14,000.00 ✓ 7/18/18 pd  
Job Phase 2 is complete when Completion of framing and roofing.

III. Amount due when Job Phase 3 is complete: \$8,000.00 ✓ 8/13/18 pd  
Job Phase 3 is complete when Completion of siding, windows and doors. Excluding garage door. 8/14/18  
2,880  
overrun from

IV. Amount due when Job Phase 4 is complete: \$5,000.00 ✓ 5/14/18  
+ 2150 Rot Removal + 840.00 for Survey

V. Amount due when Job Phase 5 is complete: \$4,000.00  
Job Phase 5 is complete when project completion..

##### B. Processing of Progress Payments

1. No less than 3 calendar days before each progress payment is due under the terms of this contract, Remodeling Concepts shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.

2. Except as provided otherwise in this agreement, Owner shall pay the amount due within 3 calendar days after approval of any application for initial, progress or final payment.

#### XII. Grounds for Withholding Payment

A. Owner may withhold payment due Remodeling Concepts for Defective Work which has not been corrected in compliance with terms of this agreement.

B. Owner may withhold payment due Remodeling Concepts for neglect of Remodeling Concepts to obtain a required permit or license or to comply with applicable Law, ordinance, code, or regulation, providing such neglect of Remodeling Concepts has a material impact on satisfactory completion of the Detached 24 x 28 Garage in compliance with the Contract Documents.

#### XIII. Final Payment

A. Remodeling Concepts will submit an application for final payment to Owner when the Work has been completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due Remodeling Concepts for the entire unpaid balance of the contract amount.

B. Owner has no obligation to make final payment until all Punch List items have been satisfactorily completed unless Owner agrees to accept a certified check equal to the value of any uncompleted Work.

#### **XIV. Cooperation of the Parties**

A. Both Remodeling Concepts and Owner pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. Owner pledges to respond promptly to requests by Remodeling Concepts for guidance, assistance and payments when due and agrees to extend to Remodeling Concepts the deference and latitude a dedicated professional deserves. Remodeling Concepts pledges to commit the skill and resources required to complete the Detached 24 x 28 Garage in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of Remodeling Concepts for dependability and professionalism.

#### **XV. Insurance**

##### **A. General Requirements**

1. Remodeling Concepts shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Remodeling Concepts and Owner during progress of the Work.

**Signatures**

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

This agreement is entered into as of the date written below.

Benny & Jennifer Hatton, Owner

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed Name)

Remodeling Concepts, Inc., Contractor

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Printed Name and Title)



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# Remodeling Concepts

in business since 2000

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## About Us • on Angie's List for 6 years

Let us make your design ideas a reality. Remodeling Concepts is dedicated to providing customers with professional remodeling and construction at the highest quality. Customer satisfaction is our main goal. We do the job right the first time, no exceptions! We provide a wide rang of home improvements and remodeling including: Kitchens, Additions, Decks, Windows/Doors, Framing, Trim, and more. Remodeling Concepts is a full service remodeling company. You'll deal directly with the owner who is a carpenter and craftsman with the experience and know how to construct any remodeling project. We welcome the opportunity to earn your trust and deliver you the best service. Free estimates and fully insured.

[Contact Us](#)

**D Review: Cabinet Making Service**  
2 months ago

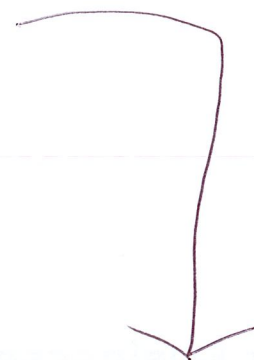
Remodeling basement to add two rooms

Working with Remodeling Concepts was a continual struggle. The owner failed to manage the project, rarely followed through on his promises and actually disappeared for a period of time. The project was scheduled for 5-6 weeks but remained incomplete when we terminated the contract after six months. Material parts of the work had to be redone, sometimes repeatedly. Also, Remodeling Concepts at times installed products different and less expensive from those specified in the contract. Perhaps worst, we soon came to feel that we could not trust the owner's statements and promises with respect to performance or quality.

**Services Performed**

- Cabinet Making
- Drywall Repair
- Electrician
- Flooring
- Insulation
- Lighting Installation
- Room Remodeling
- Woodworking
- Interior Painting
- Door Installation
- Basement Remodeling

One of many online reviews at various sites showing a pattern of promising to obtain necessary permits



**D Review: Deck Building Service**  
5 months ago

Siding, windows, roof, 5 foot bump out of 2nd floor bedroom and chimney for fireplace

We started this project by signing a contract in May, work started in July and as of November 15th is still not complete. Permits were not filed for (pursuant to the contract) and I was not aware until I called the Town to schedule an inspection. Roof was partially replaced- however the portion above bump out was not properly sealed-started leaking and the ceiling fell in the beginning of July. It is now November and my son's room is still not complete--1 bedroom! The windows put in his room don't match the rest

**AFFIDAVIT OF POSTING(S) OF  
NOTICE OF PUBLIC HEARING  
AT THE PROPERTY**

STATE OF NEW YORK: COUNTY OF ORANGE:

I Jennifer Capozzaro, being duly sworn, depose and say that I did on or before

May 9, 2019, post and will thereafter maintain at

11 Hollenbeck Dr in the Town of Newburgh, New York, at or near the front

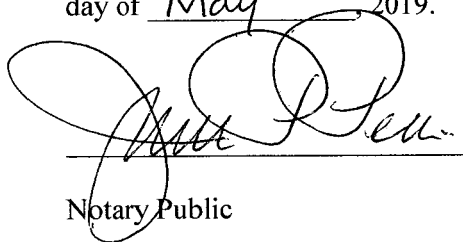
property line(s) and within view of each fronting street a copy(ies) of the Notice of Public Hearing, which notice was in the form attached hereto.

The applicant shall maintain and update notice(s) (with amended information if there is any change to the information contained in the original Notice of Hearing) until after the Public Hearing is closed. The Notice must then be removed and property disposed of within ten (10) days of the close of the Public Hearing. Failure to follow the required procedure may result in the Public Hearing being held open for additional time.



Sworn to before me this 3

day of May, 2019.



Notary Public

JOSEPH P. PEDI  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01PE6370913  
Qualified in Orange County  
Commission Expires February 12, 2022

[Photograph(s) of the posted Public Hearing Notice(s) must be submitted by the applicant with this affidavit.]

