



TOWN OF NEWBURGH

Crossroads of the Northeast

2024-52

ZONING BOARD OF APPEALS
21 Hudson Valley Professional Plaza
Newburgh, NY 12550



OFFICE OF ZONING BOARD
DARRIN SCALZO, CHAIRMAN
SIOBHAN JABLESNIK, SECRETARY

TELEPHONE 845-566-4901
FAX LINE 845-564-7802

APPLICATION

DATED: 2/7/25

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

I (WE) Thomas Watt PRESENTLY

RESIDING AT NUMBER 8 Thomas Watt Drive

TELEPHONE NUMBER 845-566-5663

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

- USE VARIANCE
- AREA VARIANCE (S)
- INTERPRETATION OF THE ORDINANCE
- SPECIAL PERMIT

1. LOCATION OF THE PROPERTY:

51-9-8 (TAX MAP DESIGNATION)

Gardnertown Road (STREET ADDRESS)

R1 (ZONING DISTRICT)

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 PROVISION OF THE ZONING LAW APPLICABLE, (INDICATE THE SECTION AND SUB-SECTION OF THE ZONING LAW APPLICABLE BY NUMBER; DO NOT QUOTE THE LAW).

Bulk Table Schedule 3

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:**

10/10/2024

b) **OR DENIAL (REFERRAL) BY THE PLANNING BOARD OF THE TOWN OF NEWBURGH OF AN APPLICATION TO THE BOARD, SEE ACCOMPANYING NOTICE DATED:**

4. DESCRIPTION OF VARIANCE SOUGHT: Lot Depth, Lot Area

(Note: Lot Area & Lot Width OK per Town Attorney-See Attached)

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:**

Lots not usable due to Town changing zoning from R3 to R1

(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:**

Existing residential lots have houses in accordance with

R3 code requirements

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

The area is either residential or vacant land

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

The Town changed zoning for the area which this filed plat lot is within

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:**

The neighborhood is residential and this lot will be residential also

- 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:**

Without the variances, the lot would be unusable

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

The variance(s) are relatively minor and will be in keeping with other lots in the area and the filed plat

- 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 use will be the same as other lots in the neighborhood (Residential)

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

The Town changed the zoning from R3 to R1

7. ADDITIONAL REASONS (IF PERTINENT):

The lot met all the zoning requirements when approved by the Town Planning Board and was filed in the Orange County Clerk's Office

Thomas J. West
PETITIONER (S) SIGNATURE

STATE OF NEW YORK: COUNTY OF ORANGE:

SWORN TO THIS 31st DAY OF January 2025

Frank J. Valdina Jr
NOTARY PUBLIC

FRANK J. VALDINA, JR.
Notary Public, State of New York
#4082100
Appointed in Orange County
My Commission Expires April 30, 2027

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 13 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)

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			
Thomas Watt			
Name of Action or Project: Lands of Watt/filed plat			
Project Location (describe, and attach a location map): Gardnertown Rd. approximately 1450' east of Lakeside Rd.			
Brief Description of Proposed Action: Construction of a single family residence			
Name of Applicant or Sponsor:		Telephone: 845-566-5663	
		E-Mail:	
Address: 8 Thomas Watt 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.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency?		NO	YES
If Yes, list agency(s) name and permit or approval:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.42	acres
b. Total acreage to be physically disturbed?		0.1	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			acres
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

<p>5. Is the proposed action,</p> <p>a. A permitted use under the zoning regulations?</p> <p>b. Consistent with the adopted comprehensive plan?</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>N/A</p> <p><input type="checkbox"/></p> <p><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</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><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</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input 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</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><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</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><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: _____ Well</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input 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</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" 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</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><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</p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><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</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</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>	
<p>16. Is the project site located in the 100 year flood plain?</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><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 checked="" 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 checked="" type="checkbox"/> YES</p>	<p>NO</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/></p>	

<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)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>Thomas J. Watt</u> Date: <u>2/4/25</u></p> <p>Signature: <u>Thomas J. Watt</u></p>		

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 type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input 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 type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input 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.

- 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.
- 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)

FW: Valdina/Watt two Lots

From: Mark Taylor (mtaylor@riderweiner.com)
To: fjvrpels@aol.com
Cc: codecompliance@townofnewburgh.org
Date: Wednesday, July 10, 2024 at 02:51 PM EDT

Trying this again.

From: Mark Taylor
Sent: Wednesday, July 10, 2024 2:50 PM
To: fjvrpels@aol.com
Cc: Gerald Canfield <codecompliance@townofnewburgh.org>
Subject: FW: Valdina/Watt two Lots

Frank,

Per your request in our second conversation regarding the potential lot depth issue, below is the e-mail I sent to Jerry.

Best,

Mark

From: Mark Taylor <MTaylor@riderweiner.com>
Sent: Wednesday, July 10, 2024 2:41 PM
To: Gerald Canfield <codecompliance@townofnewburgh.org>
Subject: RE: Valdina/Watt two Lots

Jerry,

I spoke to Frank today. I advised it looks as though he has to meet all bulk requirements except lot area and width.

He advised that he thought they could, except they would also rely on **Section 185-18 C 3 for existing lots to reduce the side yard requirements by 15 feet for each yard.**

He confirmed the lots are and will remain in separate ownership.

If you have any further concerns or want to have a conference call or meeting with Frank please let me know. Otherwise you'll likely be receiving permit application(s).

Best,

Mark

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

James Watt
TO
Town of Newburgh

SECTION 51 BLOCK 9 LOT 8



RECORD AND RETURN TO:
(name and address)

Rider, Weiner + Frankel PC
PO Box 2080
Newburgh Ny 12550

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 Sewer Agmt
RT way

PROPERTY LOCATION

- ___ 2089 BLOOMING GROVE (TN)
- ___ 2001 WASHINGTONVILLE (VLG)
- ___ 2003 SO. BLOOMING GROVE (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)
- ___ 5809 WOODBURY (VLG)
- CITIES
- ___ 0900 MIDDLETOWN
- ___ 1100 NEWBURGH
- ___ 1300 PORT JERVIS
- ___ 9999 HOLD

NO. PAGES 13 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. \$ ___

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 Kraiza

RECORDED/FILED
08/28/2012/ 15:13:19
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY
FILE#20120080910
RT WY / BK 1340000 0080
RECORDING FEES 110.00
TTX# 000474 T TAX 0.00
Receipt#1494936 dab



RESIDENTIAL OUTSIDE SEWER USER AGREEMENT

AGREEMENT made as of the 1st day of June, 2012, ~~XXXX~~, by and between the **TOWN OF NEWBURGH**, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York 12550 for and on behalf of the Crossroads Sewer District, (hereinafter the "TOWN").

AND

JAMES WATT, having an address at 8035 Ridge Road, Seminole, Florida 33772, (hereinafter the "OUTSIDE USER").

WHEREAS, the OUTSIDE USER owns real property in the TOWN on Gardnertown Road and shown on the Tax Maps for the TOWN as Section 51, Block 9, Lot 8, (hereinafter the "PREMISES"); and

WHEREAS, the PREMISES will be improved by a single family residence and related accessory structures; and

WHEREAS, the Town by resolution of the Town Board has agreed to provide sewer service to one single family residence on the PREMISES provided OUTSIDE USER installs all required sewer facilities to bring sewer service to the PREMISES from a location designated by the Town, all such installations are to be at no cost to the TOWN, and in accordance with all applicable regulations; and

NOW THEREFORE, in consideration of the provisions set forth herein, the TOWN and the OUTSIDE USER agree as follows:

1. The TOWN, agrees to provide sewer service to one single family residence at the PREMISES provided OUTSIDE USER brings the required sewer facilities to the PREMISES from a location designated by the TOWN, and the OUTSIDE USER installs all other required facilities

necessary so that the TOWN can accept the sanitary sewerage flow from the PREMISES, all at the sole cost and expense of the OUTSIDE USER. The Outside User must commence installation of the sewer facilities within three (3) years of the date of this Agreement, provided, however, that the TOWN's Town Board may grant a one (1) year extension upon written request submitted by OUTSIDE USER prior to the expiration of the three (3) year period, at the sole discretion of the Town Board, if the OUTSIDE USER has submitted all required governmental applications for the installation. If the Outside User does not commence the installation within the three (3) year period or one (1) year extension, as the case may be, then this Agreement shall terminate and be of no further force or effect. OUTSIDE USER agrees that at the OUTSIDE USER's sole expense a water meter shall be installed on the PREMISES, even if the TOWN does not supply water to the PREMISES, and grants to TOWN, its officers and employees the right to enter the PREMISES to read said meter. The OUTSIDE USER shall additionally install and maintain at its expense a check valve on the sewer connection.

2. The sewer facilities OUTSIDE USER installs shall include a force main having a diameter of not less than one and one half (1 1/2) inches to be installed in the rights of way of Gardnertown Road and Lakeside Road, both TOWN highways (hereinafter the "Gardnertown Road Force Sewer Main"). Such installation shall be made in accordance with all applicable state, county and TOWN requirements and shall be acceptable to the TOWN Engineer. The OUTSIDER USER shall obtain all necessary governmental permits and approvals prior to commencing work on the Gardnertown Road Force Sewer Main, including but not limited to a permit issued by the Town Superintendent of Highways pursuant to Highway Law Section 149, a street opening permit issued pursuant to Town Code Chapter 160 and a sewer connection permit. The OUTSIDE USER agrees to provide the TOWN with a certification from a New York State licensed Professional Engineer acceptable to the TOWN, certifying

to the TOWN that the installation of the sewerage facilities is in accordance with all applicable state, county and TOWN requirements. THE OUTSIDE USER agrees further to provide the TOWN with three sets of "as built" plans for all work on the Gardnertown Road Force Sewer Main, in form acceptable to the TOWN Engineer, as installed by the OUTSIDE USER.

3. The OUTSIDE USER shall provide performance and restoration security in an amount approved by the TOWN BOARD for the timely repair and reconstruction of the streets in which the Gardnertown Road Force Sewer Main is to be installed and for the replacement of any trees bordering the road which may be damaged or killed by the installation of the Gardnertown Road Force Sewer Main (hereinafter the "Sewer Main Restoration Security"). Prior to the issuance of a highway work permit by the TOWN and the commencement of the installation work, the OUTSIDE USER shall first deliver to the Town Engineer a cost estimate for road and tree restoration, and upon approval of such amount or a revised amount, as the case may be, by the Town Board upon recommendation of the Town Engineer, the OUTSIDE USER shall deliver to the TOWN as the Sewer Main Restoration Security, either: (a) a deposit of funds to be placed in an interest bearing bank account by the Town; (b) one or more irrevocable letters of credit or (c) one or more performance bonds (hereinafter singularly the "Performance Security and collectively the "Performance Securities"). Letter(s) of credit shall be issued by a bank reasonably acceptable to the Town, located and authorized to do business in the State of New York, and performance bond(s) shall be issued by a surety reasonably acceptable to the Town authorized to do business in the State of New York. The Performance Securities shall be acceptable to the Attorney for the Town as to form and manner of execution. In the event letters of credit are issued for a term of years in accordance with the Banking Law of the State of New York with

consecutive renewal periods, then in such event the letters of credit shall contain provisions requiring the issuing bank to serve a notice in writing on the Town Clerk at least thirty (30) before the expiration of the term of such letter(s) of credit if the issuing bank elects not to renew or re-issue such letter(s) of credit. In the event of election by the issuing bank not to renew or re-issue such letter(s) of credit, such election shall for all purposes be deemed a default by the OUTSIDE USER in performance of this Agreement and the TOWN shall be entitled to draw on the letter(s) of credit such amounts as the Town Board in its sole discretion determines are necessary to cover the cost of all restoration work remaining to be performed, regardless of whether there exists any other default in the performance of this Agreement. Any balance of such draws remaining on hand after the Town Board has adopted a resolution finding the restoration has been fully performed, shall be returned to the OUTSIDE USER or issuing bank or surety, as the case may be.

4. In consideration of the TOWN's agreement to provide sewer service to the PREMISES and other good and valuable consideration the receipt of which is hereby acknowledged, the OUTSIDE USER does hereby irrevocably offer to dedicate and transfer to the TOWN all of the OUTSIDE USER's right, title and interest in and to the installed Gardnertown Road Force Sewer Main. The OUTSIDER USER covenants that it shall maintain good right to convey the Gardnertown Road Force Sewer Main to the TOWN free from all mortgages, liens, encumbrances or other security arrangements. The TOWN may accept this irrevocable offer of the Gardnertown Road Force Sewer Main at such time as the Town Board in its sole discretion determines that such acceptance serves and benefits the Crossroads Sewer District. The OUTSIDE USER agrees to execute such other documents and instruments as may be required for

the dedication and acceptance to be completed. Until the TOWN accepts the dedication of the Gardnertown Road Force Sewer Main by formal action of the Town Board, the OUTSIDE USER shall be solely responsible for the maintenance and repair of the Gardnertown Road Force Sewer Main, as well as all other sewer facilities OUTSIDE USER installs. The OUTSIDE USER shall indemnify, save, and hold the TOWN harmless from all claims, judgments, costs, awards, liabilities, damages, suits or expenses of any kind arising from the installation, placement, operation, repair and maintenance of the Gardnertown Road Force Sewer Main prior to the Town's acceptance of dedication, including any expenses that may be incurred in enforcing this Agreement, including but not limited to reasonable fees of the TOWN'S attorney and court costs. In the event the OUTSIDE USER fails to timely make any repair which the Town reasonably determines necessary to the Gardnertown Road Force Sewer Main following delivery of written notice by the TOWN, the TOWN may undertake such repairs and the OUTSIDE USER shall promptly reimburse the TOWN for the expense thereof upon receipt of an invoice for such work. In the event the OUTSIDE USER defaults on such reimbursement, the TOWN shall, in addition to all other available remedies, have the right to place a lien upon the PREMISES. The OUTSIDE USER shall obtain and maintain liability insurance covering death, bodily injury, property and environmental damage arising from the Gardnertown Road Force Sewer Main until the main's dedication is accepted by the TOWN. The insurance policy shall conform to such reasonable policy limits as the TOWN from time to time, but no more frequently than annually, may notify the OUTSIDE USER are acceptable. Upon request, the OUTSIDE USER shall deliver to the TOWN certificates

of insurance evidencing such coverage which shall provide that the insurer will not cancel or change the insurance policy without first giving the TOWN thirty (30) days prior written notice. Unless the TOWN otherwise agrees, it shall be named as an additional insured for the insurance policy. No connections other than the PREMISES and one single family residence located upon the tax parcel designated as Section 51 Block 9 Lot 7 are to be permitted to the Gardnertown Road Force Sewer Main except upon the express written consent of the TOWN following approval by the TOWN's Town Board, and OUTSIDE USER shall take all action necessary, including legal action at OUTSIDE USER's sole cost and expense, necessary to prevent such a connection not approved by the TOWN.

5. Upon the execution of this Agreement by all parties, an original shall be recorded in the Office of the Clerk of the County of Orange to provide notice of the terms and provisions of this Agreement to all subsequent owners of all or any portion of the PREMISES. If the OUTSIDE USER does not fully comply with the terms and conditions of this Agreement and any TOWN issued permit with respect to the installation of the Watt-Gardnertown Road Sewer Main, the TOWN may perform, or cause to be performed, all or any part of the work described herein and may apply all of or any part of such security to reimburse the TOWN for costs incurred thereby. The amount of reimbursement deemed necessary to cover the cost of such work shall be determined solely by the Town Board of the TOWN.
6. The OUTSIDE USER agrees that in the event that the OUTSIDE USER, its contractor, agent or employee causes damage to the sewer lines,

facilities or property of the TOWN arising during OUTSIDE USER'S connection to the TOWN'S sewer system that OUTSIDE USER will indemnify, save, and hold the TOWN harmless and pay any damages that arise to the TOWN'S facilities during the hookup including any expenses that may be incurred in enforcing this Agreement including reasonable fees of the TOWN'S attorney. OUTSIDE USER further agrees to indemnify, save and hold the Town harmless from any and all claims that may arise for damage to the private line to be used by OUTSIDE USER for connection to the TOWN'S system.

7. This Agreement pertains solely to sewer service to one single family residence at the PREMISES and shall not be construed to grant any entitlement to sewer service to any addition buildings or structures on the PREMISES or any other facility constructed or installed on the PREMISES.
8. The OUTSIDE USER agrees to pay such fees and charges for sewer service including but not limited to operation and maintenance charges, usage charges, capital and bonding charges as the TOWN may charge within the time set forth on the TOWN'S bills provided the fees and charges are determined on the same basis and are at the same rate as the TOWN charges users within the Crossroads Sewer District of the Town (hereinafter "CROSSROADS"). The TOWN reserves the right to modify any determination of benefit units should the nature or extent of the PREMISES usage change and adjust all the TOWN'S fees and charges accordingly.
9. The OUTSIDE USER agrees that commencing with the assessment roll and special assessment roll prepared by the TOWN for the next quarterly sewer district billing, and thereafter, all lands and improvements making

up the PREMISES shall be assessed, taxed and charged amounts equivalent to those which would be assessed by the TOWN if the said lands and improvements were situated within CROSSROADS or any extension thereto and OUTSIDE USER agrees to pay said charges. OUTSIDE USER agrees, that commencing with the bills issued based upon the assessment roll, all said charges to the lands and improvements contained in the PREMISES shall be levied and collected as if the lands and improvements were within CROSSROADS or any extension thereto. OUTSIDE USER agrees that TOWN at its sole discretion may determine whether said charges shall be entered on the annual tax bills, quarterly utility bills or otherwise.

10. If OUTSIDE USER, or any subsequent owner of all or any portion of the PREMISES, shall default in the obligation to pay any of the charges set forth in this Agreement and does not cure such default within ten (10) days after receipt of written notice of such default, a lien therefore shall attach to the OUTSIDE USER'S or subsequent owner's property within the PREMISES effective on recording of notice thereof in the Office of the Clerk of the County of Orange. Such lien shall be superior and prior in time to all liens recorded subsequent to recordation of this Agreement as if any such lien had been recorded concurrently with this Agreement. In the event those charges are not paid within ten (10) days after the receipt of written notice of default, all rights of the OUTSIDE USER, its heirs, successors or assigns or a subsequent owner to receive sewer service under this Agreement shall cease and the TOWN reserves the right to immediately discontinue the sewer service. The TOWN may, at its option, enter unpaid operation and maintenance charges and special assessments upon the property tax bill for the PREMISES.
11. The TOWN shall have and OUTSIDE USER hereby expressly grants to it, all legal and equitable remedies now or hereafter available to such a

municipality against the property and the owners thereof who shall default in the payment of any tax, service charge or assessment payable to it, to the same extent and with the same effect as such legal and equitable remedies could be asserted and pursued by the municipality against OUTSIDE USER were the PREMISES located within CROSSROADS or any extension thereto.

12. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

13. Every notice, demand, consent, request, approval or other document or instrument ("Notice") required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served, if personally delivered or if mailed on the date of mailing (it being agreed, however, that, except in an emergency, the time period in which a response must be given to any such notice shall commence to run on the date on which the addressee thereof has received or has refused to receive the same). Mailing shall be by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the parties at the address set forth in the beginning of this Agreement or to such other address as may hereinafter be designated in writing by either party to the other.

14. The parties acknowledge that the Town is simultaneously entering into an Outside Sewer User agreement with the owner of the parcel designated as Section 51 Block 9 Lot 7 on the tax maps for the Town of Newburgh containing substantially identical terms and conditions. The duties, obligations and liabilities to the Town established hereunder with regard to the Gardnertown Road Force Sewer Main shall be joint and several for the OUTSIDE USER and the owner of Section 51 Block 9 Lot 7.

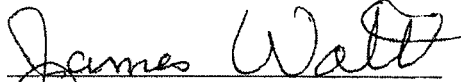
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE TOWN OF NEWBURGH

By:



Wayne C. Booth,
Supervisor



James Watt

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

On the 1st day of June, 2012, in the year 2010 before me, the undersigned, personally appeared Wayne C. Booth 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.


[Handwritten signature of Andrew J. Zarutskie]
Notary Public
ANDREW J. ZARUTSKIE
Notary Public, State of New York
No. 01ZA4502524
Qualified in Orange County
Commission Expires Nov. 30, 2013

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

On the 4th day of NOV., 2011, in the year 2010 before me, the undersigned, personally appeared James Watt 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.

[Handwritten signature of Andrew J. Zarutskie]
Notary Public
ANDREW J. ZARUTSKIE
Notary Public, State of New York
No. 01ZA4502524
Qualified in Orange County
Commission Expires Nov. 30, 2013

I, ANDREW J. ZARUTSKIE, certify that I am the Town Clerk of the Town of Newburgh, a municipal corporation, organized and existing under the law of the State of New York, and a party to the foregoing instrument; that WAYNE C. BOOTH, who signed said instrument on behalf of the Town of Newburgh, was at the time of the execution the duly elected and serving Supervisor of the Town of Newburgh, and that said instrument was duly signed for and on behalf of the said TOWN by authority granted to him the Town Board of the Town of Newburgh.



ANDREW J. ZARUTSKIE, TOWN CLERK



TOWN OF NEWBURGH

~Crossroads of the Northeast~

CODE COMPLIANCE DEPARTMENT
21 HUDSON VALLEY PROFESSIONAL PLAZA
NEWBURGH, NEW YORK 12550

TELEPHONE 845-564-7801
FAX LINE 845-564-7802

2004-52

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

Date: 10/10/2024

Application No. 24-1111

To: ^{Thomas} ~~Barbara~~ Watt
8 Thomas Watt Dr
Newburgh, NY 12550

SBL: 51-9-8
ADDRESS: Gardnertown Rd

ZONE: R1

PLEASE TAKE NOTICE that your application dated 10/08/2024 for permit to Construction of a Single Family Home. on the premises located at Gardnertown Rd is returned herewith and disapproved on the following grounds:

Town of Newburgh Municipal Code:

- 1) Bulk table schedule 3 requires: Minimum lot area of 40,000 sf
- 2) Bulk table schedule 3 requires: Minimum lot depth of 150'


Joseph Mattina

Cc: Town Clerk & Assessor (500')
File

TOWN OF NEWBURGH ZONING CHART

NAME: THOMAS BARBARA WATT ADDRESS: GARDNERTOWN RD
LOT 2 WATTS SUB DIVISION

STRUCTURE: SINGLE FAMILY TYPE OF VARIANCE: AREA

S:B:L: 51-9-8 ZONE: R1 TOWN WATER: NO TOWN SEWER: YES

VARIANCE DISCRIPTION	CODE SECTION	MINIMUM	REQUESTED	VARIANCE	%
LOT AREA	BULK TABLE SCHEDULE 3	40,000 SF	19,382SF	20,618 SF	51.50%
LOT DEPTH	BULK TABLE SCHEDULE 3	150'	143.72'	6.28'	4.10%

SEE SECTION 185-18-C-3 FOR SIDE YARD SETBACKS

REVIEWED BY: JOSEPH MATINA DATE: 10-10-2024 APPLICATION: 24-1111
COMA 2024-52





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

STATE OF NEW YORK: COUNTY OF ORANGE:

I Thomas L. Watt, being duly sworn, depose and say that I did on or before
February 13, 2025, post and will thereafter maintain at
Gardnertown Rd 51-9-8 R1 Zone 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 properly 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.

Thomas L. Watt

Sworn to before me this 12th

day of Feb., 2025.

Frank J. Valdina, Jr.

FRANK J. VALDINA, JR.
Notary Public, State of New York
#4082100
Appointed in Orange County
My Commission Expires April 30, 2025



M/F ANTHONY JR.
& KATHLEEN FABRIZIO

SBL: 51-9-9
LOT 3 - FM # 8211

S 82° 16' 00" E
46.29'

IRON ROD SET (TYPICAL)

(FM 52.0')

LOT 2 - FM # 8211

SBL: 51-9-B

AREA = 18,381 ± SQ. FT.

M/F RICHARD E. PALMER
SBL: 47-1-58

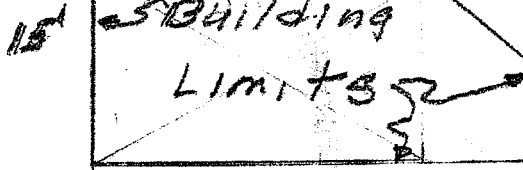
S 40° 55' 45" E
211.43'

(FM 542.09-149E)

M/F BARBARA L. WATT
SBL: 51-9-7
LOT 1 - FM # 8211

143.72'

N 07° 44' 00" E



EASEMENT (SEE NOTE 1)

WOOD STAKE SET
(TYPICAL)
50'

20'

20'

N 82° 16' 00" W

(FM 211.30')

203.92'

CHISELED 'X' SET BACK

GARDNERTOWN ROAD

CULVERT

Q UP



Certified
Field

NOTE 1: Existing Force main/pump station in use by others