

CHANGE OF USE FOR		
MAD BATTERS PASTRIES & THE BAKER'S TALE		
578 ROUTE 44/55 HIGHLAND, NEW YORK 12528		
TOWN OF MARLBOROUGH		
IT IS A VIOLATION OF THE LAW FOR ANY PERSON TO ALTER INFORMATION INCLUDED IN THESE DOCUMENTS IF THESE PLANS HAVE BEEN APPROVED WITH THE SEAL OF A LICENSED ARCHITECT.		
REVISION	DATE	DESCRIPTION

BOLDER ARCHITECTURE PLLC
DAVID TODER
ARCHITECT / CRAFTSMAN
LEED AP

298 Plutarch Road Highland, New York 12528
Town of New Paltz
845-532-8354 fax 845-255-2548
BolderArchitect@gmail.com Bolder-Architecture.com

PROJECT # 21-38 DATE: 12/1/2021

REGISTERED ARCHITECT
DAVID R. TODER
STATE OF NEW YORK
020171

ELEVATIONS

A02

**Town of Marlborough Planning Board
Site Plan Application Rev. 6-22-2021**

Application #

Please refer to the Town of Marlborough Town Code Section 155-31 <https://www.ecode360.com/8667578#8667578> to review all relevant local legislation with regards to Site Plan Review.

Please refer to Town of Marlborough Route 9W Corridor Building and Site Design Guidelines for New Commercial Construction and Rehabilitation of Existing Buildings.

[<https://www.townofmarlboroughny.org/Search?searchPhrase=Route%209W%20Corridor%20Building%20and%20Site%20Design%20Guidelines>]

Failure to accurately complete this application in its entirety may result in delays and additional review costs.

Date of Initial Submission and Latest Revision	
Name of Project	
Address of Project	
Tax Section, Block, and Lot Number	
Zoning District	
Number of Acres	
Square Footage of Each Building	

Reason For Application:

Description of Proposal 155-31 E (3) (a):

CONTACT INFORMATION	
Name of Property Owner	
Address of Property Owner	
Telephone Number of Property Owner:	
Email of Property Owner	
Name of Applicant	
Address of Applicant	
Telephone Number of Applicant	
Email Address of Applicant	
Name of Surveyor	
Address of Surveyor	
Telephone Number of Surveyor	
Email Address of Surveyor	
Name of Engineer	
Address of Engineer	
Telephone Number of Engineer	
Email Address of Engineer	
Name of Attorney	
Address of Attorney	
Telephone Number of Attorney	
Email Address of Attorney	
Name & Profession of Other Involved Personnel	
Address of Other Involved Personnel	
Telephone Number of Other Involved Personnel	
Email of Other Involved Personnel	

Town of Marlborough Planning Board

Checklist For Site Plan Application

Revision 6-22-2021

The following items shall be submitted for a Planning Board Site Plan Application to be considered complete.

Site plans and Checklist shall be prepared by a licensed professional engineer, architect, land surveyor or landscape architect. Additional Town Codes apply to all site plans.

Please check each required item. Y for yes provided, N for not provided, or RW for Request Waiver. **Provide a written explanation for any requested waivers from the checklist.** After final approval is given by the

Planning Board, the Building Department should be contacted for further guidance.

Y/N/RW	Required Items To Be Submitted
1	Complete application with below information and 12 copies of plans. Site plans SHALL be prepared by licensed professional (155-31 E) and shall refer to specific data sources.
2	Completed Site Plan Application form (Pages 1 and 2) 155-31 E (1).
3	Site Plan Application Checklist Complete (Automatic application rejection without checklist) pages 3 to 6.
4	Ethics code Town of Marlborough Disclosure of Interest (where applicable) Pages 8-10
5	Application Fee Paid (Separate check from Escrow Fee) see page 11.
6	Initial Escrow Fee Paid (Separate check from Application Fee) see page 11, also 155-31 J.
7	Disclaimer Forms Provided See Page 12.
8	Letter of Agent Statement Page 13.
9	A location map, at a scale of 2,000 feet to the inch or larger, showing the applicant's entire property and all easements and streets and existing structures within 500 feet of the applicant's property as well as the Tax Map and section on of USGS (United States Geological Survey) mapping. 155-31 E (2).
10	<p>Project Narrative. Complete Brief document 155-31 E (3)</p> <p>(a) A description of proposed project (bottom of page 1 of Site Plan Application)</p> <p>(b) A description of whether the site design includes the possibility for interconnections with adjoining sites and, if no such interconnection is provided, a thorough narrative as to why an interconnection is not feasible.</p> <p>(c) An analysis of how the project complies with the requirements contained within this Chapter 15 5, Zoning, is included.</p> <p>(d) Any waivers or variances needed have been identified.</p> <p>155-31 F Waivers shall be discussed in the briefing document to be submitted by the applicant.</p>
11	Title of the drawing, including the name and address of the owner of record, applicant, and licensed professional(s) responsible for the preparation of such drawing, including seal and signature. 155-31 E(4)(a).

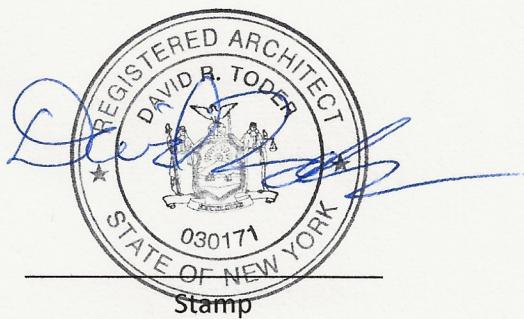
12	Map of the site includes North arrow, scale, and date. 155-31 E (4) (b).
13	Map of the site depicts boundaries of the property with surveyed dimensions. 155-31 E (4) (c).
14	Names of all owners of record adjacent to the applicant's property are indicated. 155-31 E (4) (d).
15	Existing school district (if applicable), zoning district, and overlay district boundaries (if applicable), within 500 feet of the site's perimeter is indicated. 155-31 E (4)(e).
16	Map of the site depicts acreage of each distinct existing and proposed land use on the applicant's property, and the proposed density of each if residential uses are proposed. 155-31 E (4) (f).
17	Grading and drainage plan showing existing and proposed contours with intervals of two feet extending 50 feet beyond the tract. If any portion of the parcel is within a one-hundred-year floodplain as determined by the Federal Emergency Management Agency (FEMA), the area will be shown and base flood elevations given. 155-31 E (4) (g).
18	Map of the site depicts location and boundaries of all existing natural land features on the property, including rock outcrops, isolated trees 12 inches or more in diameter at breast height (dbh) and all trees over 24 inches in dbh (whether isolated or in a forested area), existing vegetative and forest cover, orchards, hedgerows and other ornamental landscaping, stone walls, soil types and boundaries, active farmlands, visually prominent agricultural landscape features, such as fields, pastures, and meadows on knolls and hilltops, woodlands along roadways, property lines, and streams, steep slopes in excess of 15%, and water sources. Water sources include ponds, lakes, wetlands and watercourses, primary aquifers and primary aquifer recharge areas, floodplains, and drainage retention/detention areas. The plan shall show locally significant trees which include rare or unusual species, trees associated with historic events or persons, or trees that significantly contribute to a unique scenic viewshed. 155 E (4) (h).
19	Location of all existing buildings, structures, signs, and agricultural lands, on adjacent property within 100 feet of the subject lot lines is shown. 155-31 E (4) (i).
20	Map of the site depicts location, proposed use, height, and setback measurements of all existing and proposed buildings, structures and signs on the applicant's property, including floor plans, and plans for exterior elevations, at a scale of 1/4 inch equals one foot, showing the structure's mass and architectural features, and indicating the type and color of materials to be used. A table indicating square footage of building areas to be used for a particular use, such as retail operation, office use, warehousing, or other commercial activity; maximum number of employees; maximum seating capacity, where applicable; and number of parking spaces existing and required for the intended use. 155-31 E (4) (j).
21	Traffic flow patterns within the site, entrances and exits, the location of potential interconnections between the project site and adjoining sites, truck/commercial vehicle loading and service areas, curb cuts on the site and within 100 feet of the site, and all streets which are either proposed, mapped or built are indicated. 155-31 E (4) (k). The Town requires right-of-way of 25 feet from the center line of Town roads along the property frontage. See also 155-31 G (8).
22	Any cross-access easements, walkways, and bicycle path opportunities associated with the project are indicated. 155-31 E (4) (l).

23	The location, design (including size of spaces, and accessible parking information) and construction materials of all off-street parking areas (open and enclosed, if any), including the number of parking spaces required and to be provided is indicated. 155-31 E (4) (m) and 155-31 G (9) (c) Off-street parking spaces are a minimum of 200 square feet each. See 155-27 A (1) (a).
24	The location, design and construction materials of all present and proposed walkways, bicycle paths and bicycle parking, benches, ramps, outdoor storage or display areas, retaining and/or landscaping walls and fences is indicated. 155-31 E (4) (n).
25	A general and conceptual landscape plan showing proposed changes to existing natural land features. Trees to be saved shall be noted on site plans, and appropriate measures shall be outlined to protect the tree stock from damage during construction. 155-31 E (4) (o). Native species are encouraged. 155-31 G (17) (b).
26	Map of the site depicts the location, design and construction materials of all existing and proposed water supply system. 155-31 E (4) (p) [1].
27	Map of the site depicts the location, design and construction materials of all existing and proposed sewage disposal system. 155-31 E (4) (p) [2].
28	Map of the site depicts the location, design and construction materials of all existing and proposed telephone, cable and energy systems, including electric, oil, gas, solar, or other energy systems. 155-31 E (4) (p) [3].
29	Map of the site depicts the location, design and construction materials of all existing and proposed storm drainage system, including but not limited to existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, manholes, and drainage swales. 155-31 E (4) (p) [4] Identify a distance off site to show drainage structures or a natural discharge location.
30	The location of fire and emergency access ways and zones, including the location of fire hydrants or of the nearest alternative water supply for fire emergencies are indicated. 155-31 E 4 (q) Discussed lock box provision with fire department (see Milton or Marlboro Fire District) except on single family detached residential dwellings See also 155-31 G (13).
31	The location, type, and screening details for solid waste disposal facilities and containers is indicated. 155-31 E (4) (r).
32	The proposed location, height, orientation, type of illuminating device, bulb type and wattage, and photometric data of all outdoor lighting fixtures is indicated. 155-31 E (4) (s). See also 155-31 G (14)
33	The location, height, size, materials, design, and illumination of all present and proposed signs and other advertising or instructional devices are indicated. 155-31 E (4) (t) See also 155-28.
34	Estimates of noise generation at the source and property line are provided. 155-31 E (4) (u). See also 155-31 G (16).
35	Inventory and quantity of hazardous materials anticipated for on-site storage and/or use, if applicable, are provided. 155-31 E (4) (v).
36	Plans for the disposal of construction and demolition, waste, whether on-site or at a New York State approved solid waste management facility are indicated. 155-31 E (4) (w).
37	A park or open space is being provided see 155-31 E (4) (x).
38	For projects involving more than one phase, a site plan showing each phase of the project is included. 155-31 E (4) (y)

39 Y	Proposed days and hours of operation are indicated. 155-31 E (4) (z).
40 Y	A copy of the deed to the property as most recently filed and/or a copy of the executed contract of sale is included 155-31 E (4) (aa) [1].
41 NA	A copy of each covenant, easement or deed restriction in effect or intended to cover all or part of the tract is included 155-31 E (4) (aa) [2].
42 NA	Enforceable map notes of stormwater drainage, utility rights-of-way, etc., are indicated 155-31 E (4) (aa) [3].
43 NA	Identification, and submittal when available, of all necessary permits from federal, state, county or local agencies, approvals required from said agencies for the project's execution, and proof of special permit and/or variance approvals, if applicable, are included 155-31 E (4) (aa) [4].
44 Y	Short-unlisted actions or full EAF Type one action, as required by the lead agency under the Environmental Conservation Law, is complete and included. See 155-31 E (4) (aa) [6] Environmental Assessment Form. Applicants must use NYSDEC* web based system EAF mapper Application. https://www.dec.ny.gov/permits/6191.html Make sure to unblock popups.
45 Y	Twelve (12) copies of all maps, plans, reports, and a PDF file of all documentation submitted. Plan sets must be submitted in collated packages. (155 E, 155-31 E (5)). (See section 75-6 B. (6) regarding plan stamp requirements of licensed professional).
46 NA	Agricultural Data Statement (If applicable). See also 155-52 Setbacks and buffers from active agricultural lands.
47 Y	Off-street parking spaces are a minimum of 200 square feet each. See 155-27 A (1) (a).

The plat for the proposed Site Plan has been prepared in accordance with this checklist. A waiver request must be submitted by design professional for any items which are not provided.

By: David Toder, RA of BOLDER Architecture, PLLC
 Licensed Professional



Stamp

12/1/21

Date

Disclaimer

The applicant is advised that the Town of Marlborough Town Code, which contains the Town's Zoning Regulations, is subject to amendment. Submission of an application to the Planning Board does not grant the applicant any right to continued review under the code's current standards and requirements. It is possible that the applicant will be required to meet changed standards or new code requirements made while the application is pending.

An approval by the Planning Board does not constitute permission, nor grant any right to connect to or use municipal services such as sewer or water. It is the applicant's responsibility to apply for and obtain Town of Marlborough and other agency approvals not within this Board's authority to grant.

AFTER FINAL APPROVAL IS GIVEN BY THE PLANNING BOARD, THE BUILDING DEPT. MUST BE CONTACTED FOR FURTHER GUIDANCE.

The Town of Marlborough Town Board sets forth the schedule of fees for applications to the Planning Board. The signing of this application indicates your acknowledgment of responsibility for payment of these fees to the Planning Board for review of this application including, but not limited to, fees for professional services (Planners/Consultants, Engineers, Attorneys,) public hearings and site inspections. Applicant's submissions and re-submissions that are not complete will not be considered by the Planning Board or placed upon its agenda unless all outstanding fees have been paid.

The undersigned applies for subdivision, site plan, or lot line approval as described above under the rules and procedures of the Town of Marlborough, New York as duly authorized by the Town Board of Marlborough, New York.

The undersigned also acknowledges receipt of the "Disclaimer" above.

Applicant's Name (Print): David Toder, RA of BOLDER Architecture, PLLC

Applicant's Signature: 

Date: 12/1/2021

*****Application will not be accepted if not signed and filled out completely*****

Town of Marlborough Planning Board

Letter of Agent

I (We), Andrew Bullaro of 576-578 Route 44-55, LLC am (are) the owner(s) of a parcel of land located on 576-578 Route 44-55 in the Town of Marlborough, Tax Map Designation: Section 95.2 Block 2 Lot 10.

I (We) hereby authorize David Toder, RA of BOLDER Architecture, PLLC to act as my (our) agent to represent my (our) interest in applying to the Town of Marlborough Planning Board for a Lot Subdivision, Site Plan, Minor Site Plan, or Lot Line Revision Application. (circle one)

Signature

Date

12-1-2021

Signature

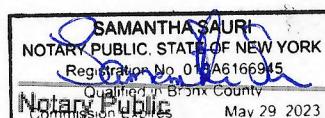
Date

State Of New York

County of Bronx

On the 1 day of December in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared

Andrew Bullaro, 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, 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.



WARNING: No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language")

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION.

This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

RESIDENTIAL CONTRACT OF SALE

CONTRACT OF SALE made as of the 30th day of December 2019,
BETWEEN

PLATTEKILL REALTY CORP.

Address: 3 Orchard Lane, Highland, NY 12528

hereinafter called "Seller", and

576-578 ROUTE 44-55, LLC

Address: 334 Faile Street, Bronx, NY 10474

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. **Premises.** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 576-578 Route 44-55, Marlborough

Tax Map Designation: 95.2-2-10

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including 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 the change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property.** This sale also includes, in "as is" condition, all fixtures and articles of personal property now attached or appurtenant to the Premises,

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unless specifically excluded below. Seller represents and warrants at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances. Specifically excluded herefrom is any personal property owned by the tenants or Premier Contracting, Inc. which shall be removed prior to closing.

3. **Purchase Price.** The purchase price is \$125,000.00, payable in accordance with paragraph 4 hereof.

4. **Acceptable Funds.** All Money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over \$1,000.00;

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as seller may otherwise direct upon not less than 3 business days notice (by telephone or otherwise) to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

5. **Permitted Exceptions.** The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use. Notwithstanding the foregoing, the Premises are sold and conveyed subject to municipal violations;

(b) Consents for the erection of any structures on, under or above streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The premises are conveyed subject to record easements of utility companies provided such easements do not substantially reduce the usable area of the premises or threaten the continued existence of structures thereon.

(f) Conditions, agreements, restrictions and easements of record, if any, provided the same have not been violated by use, occupancy, or structure, and further

provided that the same do not substantially reduce the usable area of the premises or threaten the continued existence of structures thereon.

(g) Any state of facts an inspection or survey of the property may show if it does not make the title to the property unmarketable.

(h) Unpaid assessments payable after the date of the transfer of title.

6. Seller's Representations. (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes other than those which a title search will disclose; and

(v) Seller has been known by no other name for the past ten years.

(vi) Seller is an entity in good standing with the State of New York.

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

7. Condition of Property. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing. Purchaser agrees to accept the Premises in "AS IS" condition without representation or warranty as to use or condition.

8. Insurable Title. Seller shall give and Purchaser shall accept such title as a title company licensed or authorized to issue title insurance by the New York State Insurance Department shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this contract.

9. Closing, Deed and Title. (a) "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 & SALE WITH COVENANT AGAINST GRANTOR'S ACTS deed in proper statutory short

form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

10. **Closing Date and Place.** Closing shall take place at the office of McCABE & MACK LLP, 63 Washington Street, Poughkeepsie, NY at 10 o'clock on or about February 7, 2020.

11. **Conditions to Closing.** This contract and Purchaser's obligations to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(c) The delivery of the Premises and all building(s) and improvements comprising a part thereof, in as-is condition, subject to the tenancies set forth in paragraph 21(b).

(d) Intentionally Omitted.

(e) If the premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(f) The delivery by the parties of any other affidavits required as a condition of recording the deed.

12. **Deed Transfer and Recording Taxes.** Purchaser agrees to pay all recording fees, transfer taxes, and premiums and/or fees related to title searches and title insurance policies.

McCabe & Mack LLP, 63 Washington Street, PO Box 509, Poughkeepsie, NY 12602-0509

13. **Allowance for Unpaid Taxes, etc.** There shall be no adjustments for taxes, fuel oil, rent or other assessments. The Premises are being conveyed subject to the 2020 State County & Town land taxes which Purchaser shall pay.

14. **Use of Purchase Price to Remove Encumbrances.** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

15. **Affidavit as to Judgments, Bankruptcies, etc.** If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

16. **Defaults and Remedies.** If either party defaults hereunder, the non-defaulting party shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

17. **Notices.** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party to whom the Notice is to be given, or to such other address as such party shall hereafter designate by Notice given to the other party or parties pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

18. **Broker.** Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach of their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

19. **Miscellaneous.** (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract. Unless expressly stated to the contrary, none of the sections, representations, terms or provisions of this Contract shall survive closing and delivery of deed.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall be considered only as an offer on the part of the Purchaser(s) and shall not be binding or effective until the same and all of its terms and conditions are approved by the Seller(s) and this instrument is duly executed and delivered by Seller(s) and Purchaser(s).

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

20. **COMPLIANCE WITH EXECUTIVE LAW**

Seller represents that there is an operating smoke detector and carbon monoxide detector in the premises installed as required by Part 1225 of Title 19 of the Official Compilation of Codes, Rules and Regulations of the State of New York Section 1225.2.

21. Tenancies.

- (a) Seller represents to Purchaser that the rent roll is as set forth below.
- (b) Seller shall assign the tenancies:

Jana Calabrese – Unit C, \$1,050/month rent; \$1,000/security

Larry Salgr – house, \$1,050/month rent; \$0.00/no security

Jennifer Sekishavy – Unit B, \$1,000/month rent; \$1,000/security

utilize the form assignment annexed hereto as Schedule "A". The security deposits shall be turned over to Purchaser at closing.

(c) Purchaser's obligation to consummate this transaction is contingent on the removal of RICHARD ROZZI (brother of Thomas Rozzi), as well as all of his possessions, from the Premises prior to closing. Seller shall provide a written release executed by RICHARD ROZZI in the form annexed hereto as Schedule "B", which indicates that he has surrendered all possessory rights to the Premises.

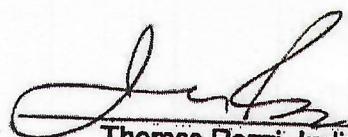
22. Other Agreements. Seller shall provide Purchaser with copies of all other agreements affecting the Premises within 10 days of the date of this Contract.

23. Share Assignment; Releases. The parties acknowledge that Andrew Bullaro, sole managing member of Purchaser, is the owner of 50% of the shares of Seller. At closing, Andrew Bullaro shall transfer and assign his shares in Seller to Thomas Rozzi, and Thomas Rozzi, owner of the remaining 50% of the shares of Seller, shall assume, all of Andrew Bullaro's shares of the Seller. At closing, Andrew Bullaro shall also execute a resignation as an officer and director of the Seller and relinquish any right, title and interest he holds in the Seller, and the assets thereof, including the proceeds of this sale. The parties, both individually and on behalf of their respective business entities, shall execute and exchange mutual releases of liability in the form annexed hereto as Schedule "C". Thomas Rozzi, Seller and Premier Contracting, Inc. shall execute General Releases in favor of Andrew Bullaro and Purchaser. Andrew Bullaro and Purchaser shall execute General Releases in favor of Thomas Rozzi, Purchaser and Premier Contracting, Inc.

24. With the execution of the Contract, Purchaser shall withdraw the pending motion and file a Stipulation of Discontinuance with prejudice and without cost, expenses or attorney's fees to either party in the action, with the Ulster County Supreme Court (Index #2019-3606).

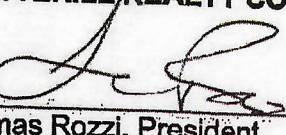
25. Counterpart Originals and Facsimile Signatures. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Contract and of signature pages by facsimile transmission or electronic mail shall be deemed original signatures, shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. In proving this Contract, it shall not be necessary to provide or account for more than one such counterpart signed by the party against whom enforcement is sought.

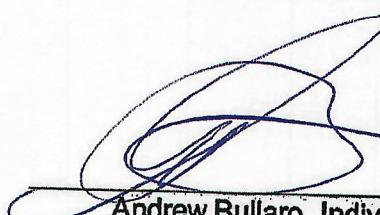
IN WITNESS WHEREOF, this contract has been duly executed by the parties
hereto.



Thomas Rozzi, Individually

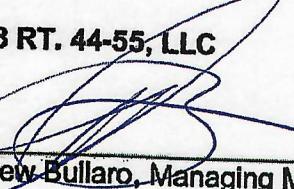
PLATTEKILL REALTY CORP.

By:  President
Thomas Rozzi, President



Andrew Bullaro, Individually

576-578 RT. 44-55, LLC

By: 
Andrew Bullaro, Managing Member

Short Environmental Assessment Form

Part 1 - Project Information

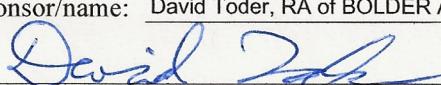
Instructions for Completing

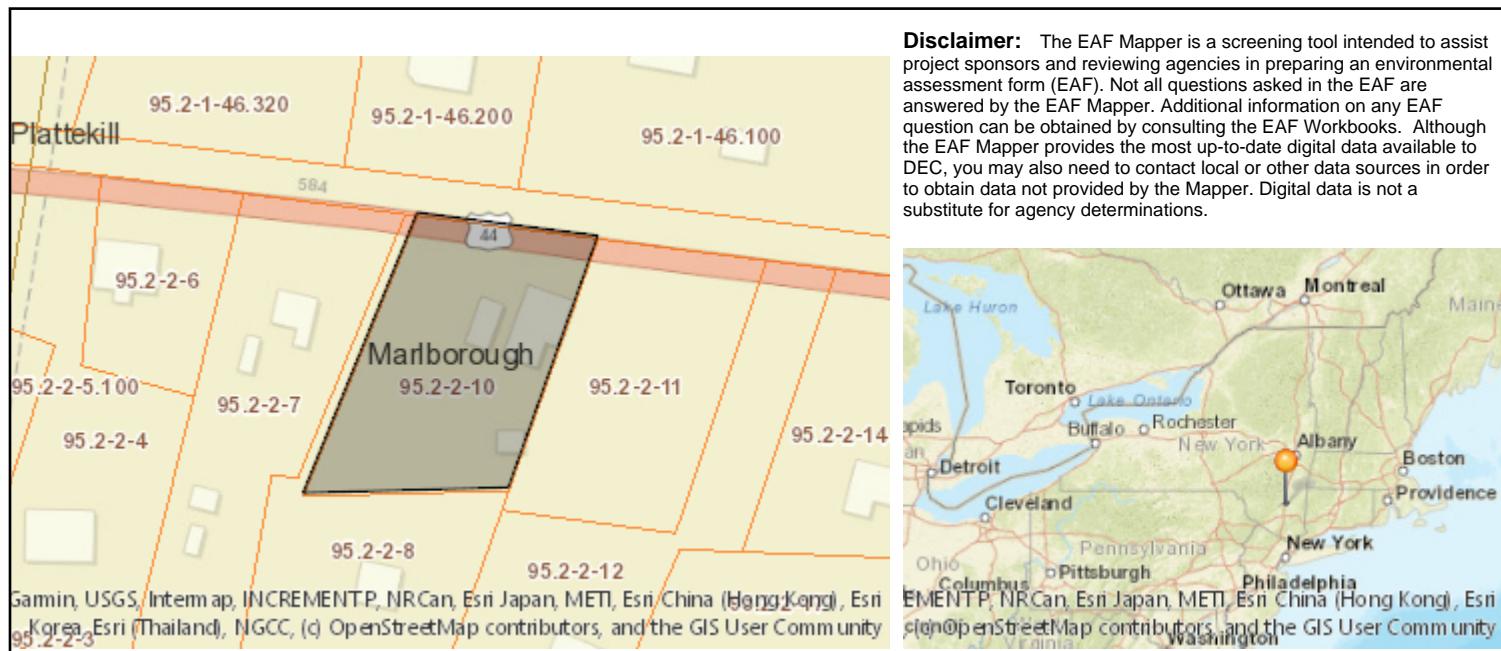
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			
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 government Agency?			
If Yes, list agency(s) name and permit or approval:			
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ 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, are adjoining or near the proposed action:			
5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban)			
<input type="checkbox"/> Forest		Agriculture	
		Aquatic	
<input type="checkbox"/> Parkland		Other(Specify):	

5. Is the proposed action,	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify: _____			
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
If No, describe method for providing potable water: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
If No, describe method for providing wastewater treatment: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
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?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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 type="checkbox"/> Suburban			
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?			
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
16. Is the project site located in the 100-year flood plan?			
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
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? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <hr/> <hr/>			
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?			
If Yes, explain the purpose and size of the impoundment: <hr/> <hr/>			
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: <hr/> <hr/>			
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: <hr/> <hr/>			
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE			
Applicant/sponsor/name: David Toder, RA of BOLDER Architecture, PLLC		Date: 12/1/2021	
Signature: 		Title: Architect	



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No