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**TOWN OF NEWBURGH
PLANNING BOARD
TECHNICAL REVIEW COMMENTS**

PROJECT: MCDONALD'S
PROJECT NO.: 2017-14
PROJECT LOCATION: SECTION 60, BLOCK 3, LOT 41.21
REVIEW DATE: 4 OCTOBER 2017
MEETING DATE: 5 OCTOBER 2017
PROJECT REPRESENTATIVE: CORES STATES GROUP/ ALAN D. ROSCOE, P.E.

1. The Applicants representative have addressed our previous comments dated 17 August 2017.
2. The Applicants have provided a Landscape Plan for the Boards review. The Planning Board should review the Landscaping Plan. Existing trees appear to be over mature for the site. Applicants representative is requested to evaluate additional landscaping improvements. Landscaping Plan must be updated to identify number and type of each species proposed for necessary landscape bonding.
3. The Applicant is requested to evaluate the condition of existing pavement in the parking lot areas.
4. Existing site striping should be evaluated. Additional or new striping should be proposed as existing striping is worn off in portions of the parking lot.

Respectfully submitted,

**McGoey, Hauser and Edsall
Consulting Engineers, D.P.C.**

Patrick J. Hines
Principal

September 27, 2017

Newburgh Planning Board
Newburgh Town Offices
308 Gardnertown Road
Newburgh, NY 12550



Re: McDonald's Remodel – 1403 Union Avenue (Rte. 300) Newburgh Mall

Dear Members of the Planning Board,

Pursuant to our discussion during the meeting held on September 21, 2017, and the review comments prepared by McGoe, Hauser & Edsall (MH & E) dated August 17, 2017, we have prepared the following summary. MH & E's comments are presented below and our response follows in blue italic text.

Comment 1.

A demolition permit is required. Notes on sheet one should identify that a permit is required prior to demolition.

Notes to this effect are included on Sheet C2 (our General Notes sheet). For clarity, we have added the requested notations to our Demolition Drawing (Sheet C3) for consistency and quick reference by the Contractor.

Comment 2.

General Notes on Sheet C4 should be revised identifying the project in the Town of Newburgh not the City of Newburgh.

If this comment is understood, the notation referred to in MH & E's letter appears to be the plan reference of the survey plan used as the basis for our site design. We agree that the surveyor has misidentified the jurisdiction in the title of his drawing, but we cannot change the reference on a drawing by others. However, it is clearly understood that the project site is located within the Town of Newburgh.

Comment 3.

Bulk table on Sheet C4 appears to have been taken off a lease line and not the actual lot line for the facility. All bulk table dimensions and information should be for the entire parcel.

The dimensional and bulk zoning data table has been revised as requested.

Comment 4. The existing lease parcel does not contain adequate parking spaces based on parking calculations. The Planning Board should discuss the availability of parking on the remainder of the site.

The parking count on the lease parcel is not changing from pre- to post- modification condition and should be in compliance if in compliance now. Additionally, the lease agreement allows for parking to be shared in Mall "Common Areas". A portion of the lease agreement document is attached for reference.

Comment 5.

Parking Lot striping should be in compliance with Town of Newburgh double striped lines. Detail of parking lot striping should be added to the plans. If all other existing parking spaces are to remain, parking striping should remain consistent with existing.

The existing parking space striping within the McDonald's parcel is single-line. We are only restriping two spaces within the project area. Based on a phone conversation with the reviewer, since the majority are to remain in current condition, any new parking striping may be single-line.

Comment 6

The Planning Board should discuss with the Applicant's representative any improvements to the site landscaping.

Certain shrub landscaping is identified as being less than desirable, and should be replaced per the Landscape Plan we have included for the plan set. Please review and comment if these upgrades are acceptable.

Comment 7.

Signage on the site should be addressed on the site plans.

Site signage has been reviewed using a plan prepared for the Flaming Grill & Buffet by Minuta Architecture (dated 11-27-2012) using mall-wide data. Said plan provided by the Newburgh Building Department forms the baseline data for our proposed remodel in terms of signage as an economical data source. The Site Signage Table indicates a total of 108 SF of existing building-mounted signage at the McDonald's restaurant. The remodel reduces the area of signage to 86.5 SF.

I trust this response letter adequately addresses the comments received to date. We look forward to the opportunity to appear before the full board at your meeting to be held on October 5, 2017 to discuss this project in more detail.

Respectfully Submitted,
Core States Group



Alan D. Roscoe
Project Manager

attachment

COMMON AREAS AND FACILITIES ADDENDUM

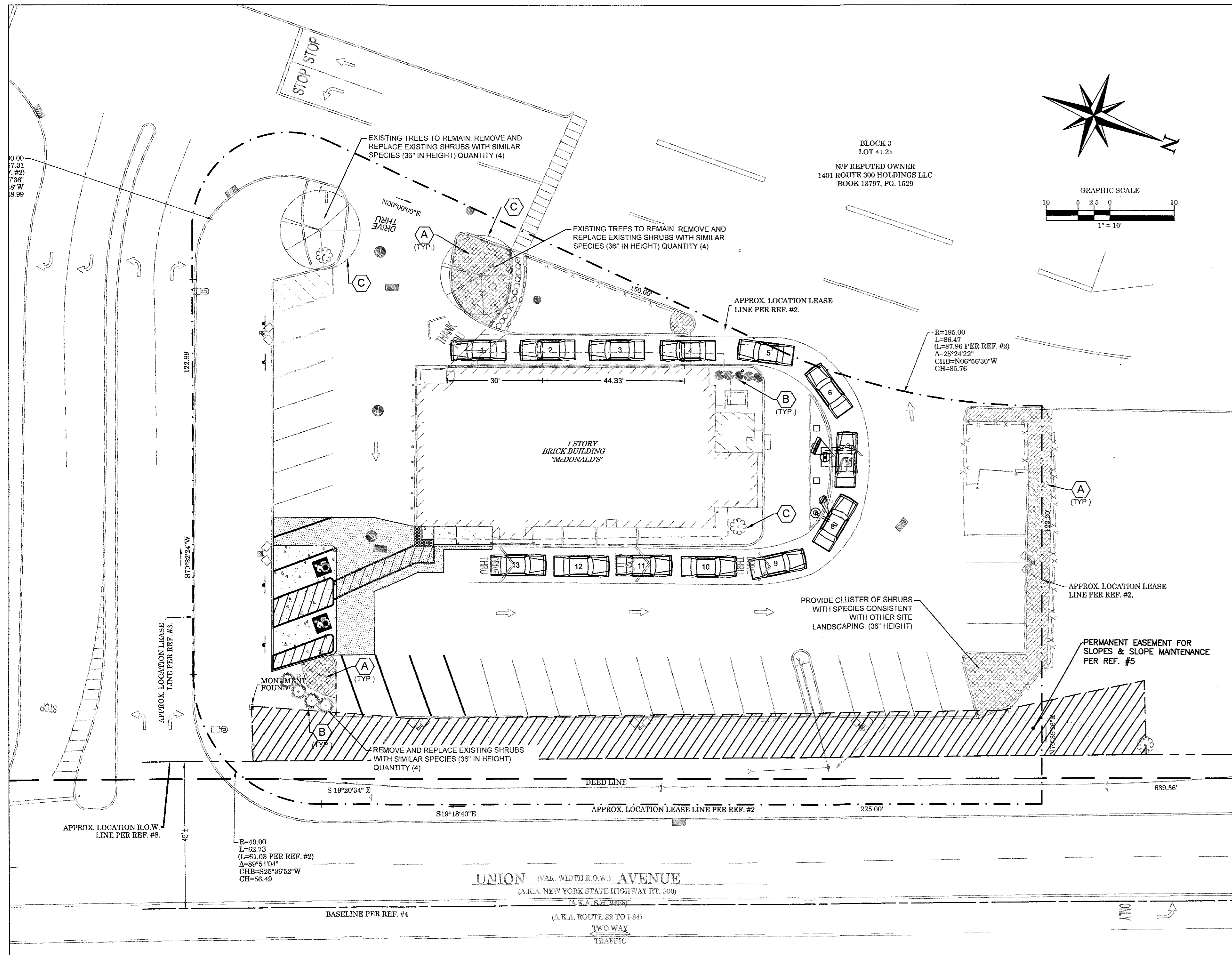
(1) All automobile parking areas, roads, truck ways and driveways, entrances and exits thereto, loading docks, package pick-up stations, pedestrian malls, courts, corridors, sidewalks and ramps, landscaped areas, stairways, comfort stations, lighting and lighting equipment, utilities, signs, shipping and other areas, improvements and other facilities furnished, provided or maintained by Landlord at, in, near or upon the Shopping Center for the general use, in common, of tenants, their officers, agents, employees and customers (herein sometimes referred to as the "Common Areas and Facilities") shall at all times be subject to the exclusive control and management of Landlord. Landlord shall construct, maintain and operate lighting facilities on all said areas and improvements. Landlord shall have the right to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord will operate and maintain the Common Areas and Facilities referred to above in good and reasonable condition and manner. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and Facilities. Landlord reserves the right to dedicate portions of the Common Areas and Facilities and other portions of the Shopping Center (excepting only the Demised Premises) for streets, parks, utilities and other public purposes.

INITIAL
DATE
<i>ms</i>
<i>9/14</i>

(2) Tenant agrees to pay to Landlord, in each calendar year and as additional ^{charge} ~~rent~~ throughout the term hereof, Tenant's Proportionate Share, as ^{herebefore} ~~herein~~ defined, of the "SHOPPING CENTER'S ANNUAL OPERATING COST OF THE COMMON AREAS AND FACILITIES." However, if any of the annual charges payable hereunder shall be payable in respect of a yearly period which commences before or ends after the rental commencement and expiration dates of the term of this lease, respectively (other than by breach of the terms hereof by Tenant), Tenant shall be required to pay only that proportion of the same which is equal to the proportion of said yearly period which falls within the terms of this lease. For the purposes of this paragraph, the SHOPPING CENTER'S ANNUAL OPERATING COSTS OF THE COMMON AREAS AND FACILITIES shall include, without limitation, ~~the cost of operating, maintaining and repairing the HVAC equipment servicing the enclosed Mall Premises and Common Areas and Facilities;~~ the cost of all of Landlord's insurance relating to the Common Areas and Facilities (including but not limited to fire insurance, bodily injury, public liability, property damage liability, automobile insurance, sign insurance, and any other insurance carried by Landlord for the Common Areas and Facilities); gardening and landscaping; repairs; cleaning; preventive maintenance; repainting including restriping of parking lot and accessways; rental of signs and equipment; lighting; sanitary control; removal of snow, trash, rubbish, garbage and other refuse (to the extent not otherwise directly compensated); depreciation over a period not exceeding sixty (60) months of machinery, equipment and other assets used in the operation, repair and maintenance of the Shopping Center; repair and/or replacement of on-site water lines, sanitary sewer lines, storm water lines and electrical lines and equipment serving the property; the cost of police, security and traffic control services; the cost of all personnel required to supervise, implement and accomplish all of the foregoing; reasonable reserves for major repair and/or repaving of the parking areas and/or roadways of the Shopping Center; plus an amount equal to fifteen percent (15%) of the total amount of all of the foregoing costs to defray Landlord's overhead and administrative expenses relating to the operation and maintenance of the Shopping Center's Common Areas and Facilities.

It is hereby understood and agreed that the above noted items of operation, maintenance, etc., shall relate only to those costs attributable to the exterior portions of the Common Areas and Facilities and shall not include any such costs attributable to the operation, maintenance, etc., of the Enclosed Mall Premises.

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LANDSCAPE KEY NOTES: ○

- A. EXISTING MULCH BED
- B. EXISTING SHRUBS
- C. EXISTING TREES

SITE LEGEND

- EXISTING PROPERTY BOUNDARY LINE
- EXISTING ADJOINING PROPERTY LINE
- EXISTING ROAD CENTERLINE
- PROPOSED ROAD CENTERLINE
- PROPOSED DITCH CENTERLINE
- PROPOSED LIMITS OF BMP / DETENTION
- PROPOSED SAWCUT LINE
- LIMITS OF DISTURBANCE
- LOD --- LOD --- EXISTING CURB
- PROPOSED CURB
- PROPOSED MOUNTABLE
- PROPOSED BUILDING
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- ⊙ EXISTING SANITARY STRUCTURES
- ⊗ EXISTING WATER STRUCTURES
- ▲ PROPOSED PARKING COUNT

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SHEET NO.	TITLE	DRAWN BY	DATE	DATE	REV	DATE	DESCRIPTION
<p>DATE: 9/28/17 MATTHEW DEWITT, P.E. NY LICENSE #066101</p> <p>CORE STATES ARCHITECTURE AND ENGINEERING P.C. CORE STATES ARCHITECTURE AND ENGINEERING P.C. 2015 Main Street Amherst, NY 14002 Phone: 716-251-1225 Fax: (716) 251-1224</p>							
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SITE PLAN		BM	2017	MD	01/31/2017	C.S.E. PROJECT #	MCD-20353
LANDSCAPE PLAN		MD	2017	MD	01/31/2017	C.S.E. PROJECT #	MCD-20353
LA		SITE ADDRESS		1403 Rte. 300		Newburgh, NY, 12550	