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## TOWN OF NEWBURGH <br> PLANNING BOARD TECHNICAL REVIEW COMMENTS

| PROJECT: | DONNELLY-LESLIE ROAD SUBDIVISION |
| :--- | :--- |
| PROJECT NO.: | $20-01$ |
| PROJECT LOCATION: | SECTION 26, BLOCK 6, LOT 25 |
| REVIEW DATE: | 28 FEBRUARY 2020 |
| MEETING DATE: | 5 MARCH 2020 |
| PROJECT REPRESENTATIVE: | ENGINEERING AND SURVEYING PROPERTIES |

1. The use of the common driveway by three residences requires approval from the Town Board. Typically, the Town Board refers these applicants to the jurisdictional Fire Department for review as well.
2. The Applicants have provided the existing access and maintenance agreement. An updated access and maintenance agreement will be required to be filed for the use of the common driveway.
3. Utility easements will be required for existing and proposed utilities crossing each of the lots.
4. The subsurface sanitary sewer disposal system plans have been revised pursuant to our previous comments.
5. Prior to final approval the subdivision plan bearing the seal of a licensed Land Surveyor must be submitted.
6. A Public Hearing is required. The Planning Board may wish to defer the Public Hearing until the Town Board addresses the three lots on a common driveway.

Respectfully submitted,
McGoey, Hauser and Edsall
Consulting Engineers, D.P.C.

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Member

NGINEERING \& SURVEYING
ROPERTIES
Achieving Successful Results with Innovative Designs

February 20, 2020
Town of Newburgh Planning Board
308 Gardnertown Road
Newburgh, NY 12550
ATTN: John Ewasutyn, Chairman

## RE: APPLICATION \#2020-01 <br> DONNELLY-LESLIE ROAD SUBDIVISION 67 LESLIE ROAD <br> TAX LOT \# 26-6-25

Dear Mr. Ewasutyn:
Please find attached 16 copies of the Revised Subdivision Plan for the Donnelly - Leslie Road Subdivision. The plans have been revised per a comment letter prepared by Mcgoey, Hauser and Edsall Consulting Engineers D.P.C. dated January 30, 2020. Below is a comment by comment response;

1. According to our client the Highway Superintendent takes no issue with the access road location, as it is an existing access road. Sight distance for the existing access road have been added to the plan which meet the AASHTO minimum standards for stopping sight distance.
2. There are currently 2 residences utilizing the common driveway. As part of this application the owner of proposed lot 3 on the subdivision plan would be added as a third party to utilize the common driveway.
3. The existing access and maintenance agreement is attached for review. The existing agreement allows for future parties to be added to the agreement. An updated agreement will be provided prior to final approval.
4. The proposed utility easement will be provided to the planning board attorney prior to final approval.
5. The design chart has been revised to indicate the 4 equalizer units for lots $1 \& 2$ while lot 3 proposes the use of eljen units.
6. The water service detail has been added to the plans.
7. Applicable standard notes for the municipal water have been added to sheet C-2.
8. The bulk table has been revised to indicate R-2 Zone with either public water or public sewer.
9. The lot surface coverage calculations have been revised to indicate a percentage.
10. The lot numbers have been added to the design schedule.
11. The third item is the proposed design of the lot 3 septic system which the plan indicates an eljen system.
12. A realty subdivision plan bearing the seal of the licensed land surveyor will be provided prior to final approval.

[^1]13. The design schedule has been revised to indicate 148 linear feet of required eljen units (or 37 eljen mats) in accordance with the eljen design manual. The design provides 160 linear feet of units or (40 eljen mats) which exceeds the minimum required.

If you have any additional questions and/or comments, please don't hesitate to contact this office.

Sincerely,
Engineering \& Surveying Properties, PC


Ross Winglovitz, P.E.
Principal
CC: file

# 避loom R 避Loom，羽． $\mathbb{C}$ ． <br> ATTORNEYS AND COLNSELORS AT LAW 

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January 3， 2018
Joseph Saffioti，Esq－
Saffioti \＆Anderson
5031 Route 9W
Newburgh，New York 12550

## RE：ODELL to QUEALLY

Premise： 10 Fallview Drive，Town of Newburgh，New York
S／B／L：26－6－26
Our File No：RE－2735
Dear Mr stafioti：
Enclosed herewith please find the original Private Road Maintenance Agreement，dated November 2， 2017 between Russell Ira Odell and Serdar Ozel and Isil Ozel recorded in the Office of the Orange，County Clerk on December 7， 2017 in book 14332 at page 1074.

Sincerely，

BANIEE J．BLOOM
DJB／kmp
Enclosure

## PRIVATE ROAD MAINTENANCEAGREEMENI

This Agreement made the 2 day of Nofonhar 2017, is intended to refer to a Private Driveway known as Fall View Drive (hereinafter the "DRIVEWAY" or "ROAD") in the Town of Newburgh, County of Orange, State of New York, through the lands of RUSSELL IRA ODEL \%Ogis residing at 10 Fall View Drive, Newbugh, New York 12550 (hereinafter "ODELL") and SERDAR OZEL and ISIL OZEL residing at 9 Fall View Drive, Towa of Newburgh, County of Orange, State of New York 12550 (hereinafter "OZEI"). The aforesaid "ODDELL" premises being described also of the tax map of the Town of Newburgh as Section 26 Block 6 Lot 27 and the "OZEL" premises Section 26 Block 6 Lot 26.

## WITNESSETH:

WHEREAS, there exists a private road extending from Fall View Drive in the Town of Newburgh to Leslie Road through the lands of ODELL and OZEL; and

WHEREAS, the lot owners whose lands are contiguous to said DRIVEWAY will gain access to their driveways on their respective lots by use of said DRIVEWAY from Leslie Road; and

WHEREAS, it is in the best interests of all parties, present and future, that will own the aforesaid lots to have an Agreement, that sets forth the intent to maimatain the DRIVEWAY in a passable condition and also sets forth the apportionment of expenses for repairs and maintenance of said road; and

WHEREAS, it is the intention of the undersigaed to file this Agreement and to make the provisions of this Agreement binding upon the lor owners set forth hereinabove or any other lot owners that will eventually use the DRIVEWAY;

## NOW THEREFORE IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. All owners of the aforesaid lots, will refer to this Agreement in the Deeds conveying title to all lots on the plat and will cause future owners of these lots to assume the obligations under this Agreement.
2. The owners of the respective lots shall meet at least annually to determine what maintenance shall be done on the road for the coming year. The owners shall also agree on a method of determining when contractors shall be requested to perform maintenance on the DRIVEWAY, remove snow or sand when snow or ice conditions prevail.
3. All decisions for maintenance and/or improvement of the DRIVEWAY shall be made with a majority of the lot owners present, and each lor owner shall have an equal vore regardless of the length of road between Leslie Road and his respective driveway.
4. At the first meeting of the lot owners, the initial order of busimess shall be to elect, by majority vote of those lot owners present, a "manager", who shall chair the first such meeting. Thereafter, the lot owners shall elect an individual to act as the Manager of the road.
5. Each lot owner shall be responsible for maintenance, regardless of whether or not a building permit has issued for the construction of a residence on his/her particular lot.
6. All maintenance expenses of said DRIVEWAY shall be borne by the lot owners equally.
7. The Manager of the DRIVEWAY shall receive notification of any sums that may be due and owing from the owners of the participating lots for the maintenance of the road. Upon receipt of an invoice for an expense of the road, the Manager shall immediately notify the respective owners of the total amount of the invoice and their proportionate share of the expense. Within five (5) days of the receipt of this notification, the respective lot owner shall forthwith deliver a check made payable to the contractor to the Manager, who in turn shall contribute his share of the expense and forward all checks to the contractor in full satisfaction of this obligation.
8. In the event one of the lot owners fails to forward his proporionate share of the expenses within five (5) days as set forth above, the Manager shall be authorized to forward the portion of the invoice that has been paid to the Concractor with a statement setting forth the proportionate share that remains unpaid and the lot owner that has not paid his share. The lot owner who has not paid his proporionate share shall subject his real property to the lien of the Contractor as if he had executed the Contract for the performance of the work. For the parpose of this Agreenene and declaration, each lot owner that is affected by this Agreement hereby gives his authorization and by accepring a Deed to che respective lot does hereby accept the condition that a majority vote for the performance of work and the acts of the Manager in carrying out the directive of the lor owmers shall be done by the Manager as an Agent of the lot owners and the lot owners consent to his actions and agree to be bound by them
9. Unless orherwise agreed among the lot owners, it is hereby declared that in the event that accumulation of snow exceeds four (4) inches in depth, as the average depth, the Manager is authorized to engage a Contractor to remove the snow from the night-of-way without further authorization from the lot owners.
10. All lot owners agree that the DRIVEWAY shall always be maintained so as to be passable by ordinary passenger vehicle and this shall inchude any "porholes" that exceed four (4) inches in depth and grading the road when the differeace in elevation of all portions of the craveled area exceeds six (6) inches.
11. Any disputes that may arise under this Agreement shall be submitted for resolution to a single arbitrator through the American Arbitration Association and the prevailing party(ies) shall be awarded reasonable attorneys fees as well as the costs of the Arbitration.


RUSSELI IRAODELL



SERDAR OZEL


ISIL OZEL




[^0]:    Patrick J. Hines
    Principal

[^1]:    Site Design and Development • Land Surveying • Environmental Planning and Permitting Construction Support • Project Management • Client Advocating and Representation • Municipal Engineering

