

TOWN BOARD

COUNTY OF ALBANY

TOWN OF COLONIE

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AGENDA SESSION

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THE STENOGRAPHIC MINUTES of the above entitled matter by NANCY L. STRANG, a Shorthand Reporter, on June 27, 2019 6:05 p.m. at Memorial Town Hall 534 Loudon Road, Newtonville, New York 12128

BOARD MEMBERS:

- PAULA A. MAHAN, SUPERVISOR
- LINDA MURPHY, DEPUTY SUPERVISOR
- PAUL ROSANO
- CHRISTOPHER CAREY
- MELISSA JEFFERS-VONDOLLEN
- JENNIFER WHALEN
- DAVID GREEN

ALSO PRESENT:

- Michael C. Magguilli, Esq. Town Attorney
- Julie Gansle, Town Clerk
- Christopher Kelsey, Comptroller's Office
- Michael Burick, Director, Civil Service
- John Cunningham, Commissioner, Department of Public Works
- John Cunningham, Commissioner, DPW
- Mary Brizzell, Greater Loudonville Association
- Lonnie Clar, Greater Loudonville Association
- Adam DeSantis, Summitt Senior Living
- John Drake
- Lisa Drake

1 MR. MAGGUILLI: I'm going to move rather fast. We  
2 have a whole bunch to cover tonight. First we have  
3 personnel. They are all Police Department and first is  
4 promoting Derek Breslin to Sargent. John O'Donnell is  
5 retiring.

6 Resolution 295 B is we are creating a new position  
7 of Police Seargent. We are permantly promoting Jason  
8 Orkwis to the position; \$93,930. He starts July 8.

9 Resolution 295 C is permanently appointing David  
10 Kutny as a Police Officer. He is going to fill Ray  
11 Milham's position.

12 Resolution 295 D is permanently appointing William  
13 Purtell as a Police Officer, replacing Gerald Shaw.  
14 Again, he starts July 8.

15 Another July 8 start is Jason Tusch. He's replacing  
16 Derek Breslin who just got promoted.

17 Resolution 295 F is permanently appointing Brian  
18 Seniw to the position of Police Officer. He is going to  
19 be replacing Jason Orkwis, who just became a Sergeant  
20 tonight. That is it for personnel. There will be quite a  
21 few police officers downstairs.

22 Resolution 296 is the public hearing for the  
23 Comprehensive Plan.

24 SUPERVISOR MAHAN: We do not have anything back  
25 from the county yet, so we won't be voting on it.

1 MS. WHALEN: When do you anticipate that we will  
2 be voting on it?

3 MR. MAGGUILLI: The county has 30 days once we  
4 send the Draft Comprehensive Plan to them. They have 30  
5 days to review it and they don't actually approve it or  
6 disapprove it. They just essentially acknowledge that  
7 they have no trouble with it. We cannot pass a  
8 Resolution adopting it until we have that  
9 acknowledgment from the County of Albany. We expect  
10 that soon. I think we sent them the draft back on June  
11 14.

12 SUPERVISOR MAHAN: It's been on the website for  
13 about two weeks now.

14 MR. MAGGUILLI: We had gotten a request from a  
15 resident to add a stop sign at the intersection of Ace  
16 Place and Sherwood Drive. This is the Local Law  
17 regarding the stop sign. I will tell you that since he  
18 made his initial request for the stop sign, he has  
19 written to the Town and said he would like to change it  
20 to a yield sign. We can't place a yield sign on this  
21 type of street in that location. I'm not real sure how  
22 much this resident wants the stop sign now. Our Traffic  
23 Safety Committee did approve it.

24 Resolution 298 is calling a public hearing on July  
25 of this year. This is for the Mohawk View Water

1 Pollution Control Plant project. We have to have workmen  
2 get to the roof so they can perform repairs and so we  
3 have to install roof ladders. It was a part of the  
4 original project. At the time we were trying to save  
5 money.

6 The maximum cost on this is \$56,500. Again, that's  
7 July 25. We will have representatives of Latham Water  
8 here to discuss that with you.

9 Resolution 299 is accepting a donation of 74 Miller  
10 Road. The Town can use this as access to our water tank  
11 at 76 Miller Road. So, if you go for this tonight, we  
12 will take .38 acres off the tax rolls and make it public  
13 land.

14 MR. ROSANO: Mike, we already had an easement on  
15 that property. You know that, right?

16 MR. MAGGUILLI: Yes.

17 Resolution 300 is declaring an emergency. Back on  
18 May 15 a sewer collapsed at 19 Dale Street. We called in  
19 J. Elrot Excavating to come in and fix it. The cost of  
20 the emergency repair was \$5,435.11.

21 We also had an obstructed sewer at 806 Sixth  
22 Street. We again called J. Elrot and they came in on May  
23 29 and the cost of that is \$7,155.56.

24 Resolution 302 puts us in compliance with the New  
25 York State Comptroller Retirement System Regulation.

1 This is establishing the standard workday for members of  
2 the Planning Board, Zoning Board of Appeals, the  
3 attorneys for those entities and the like.

4 Resolution 303 is entering into an agreement with  
5 Constellation New Energy. This is part of the MEGA  
6 municipal gas alliance deal. Now we can amend this. We  
7 have the option. This Resolution calls for a 36-month  
8 agreement, but we do have the option if the Town chooses  
9 to do a 24-month agreement. I talked to Doug Sippel and  
10 this came up late. He says it doesn't matter which one  
11 we do because we save money on either. My recommendation  
12 is sticking with the 36-month agreement.

13 SUPERVISOR MAHAN: Basically, Doug and Chris had  
14 talked to us about it and sent out an email to  
15 everybody explaining the benefits of the 36 month. They  
16 felt that we would get that extra year of it being  
17 stable pricing. It is a benefit to us because it can go  
18 up and down. So far, we have done well. They were  
19 talking about the 36 month.

20 MS. WHALEN: Plus, they said in that email that  
21 they anticipated the market kind of being in flux or  
22 really volatile at the time it would be renewed.

23 SUPERVISOR MAHAN: That's why we want to get ahead  
24 of that because this way for budgeting purposes because  
25 it's predictable and the longer it is predictable, the

1 better it is for us. It's up to you guys if you want 36  
2 or 24. If everybody is okay with 36, that's what  
3 they're recommending. I think that would be the better  
4 way to go.

5 Does anybody have any objections to 36?

6 MS. WHALEN: I thought their explanation was  
7 pretty rational.

8 SUPERVISOR MAHAN: Okay, we will go with 36.

9 MR. MAGGILLI: Resolution 304 is authorizing  
10 Paula to sign an agreement - an amendment to the  
11 agreement with Hi-Tech Systems. What it does is extends  
12 our license agreement. This is for the Police  
13 Department and the annual maintenance agreement for the  
14 safety net to the reporting server at a cost of  
15 \$3,085.72.

16 Resolution 305 is authorizing a purchase of land in  
17 connection with the Boght Area GEIS and accepting  
18 dedication for same.

19 This is part of the Starlite project. We would be  
20 purchasing 629 and 625 Columbia Street. This would be  
21 the Coliseum Road.

22 We had this appraised by our appraiser and the cost  
23 is 150 and it's for 625 Columbia and \$1.225 million.  
24 This should be paid exclusively from the GEIS funds.

25 SUPERVISOR MAHAN: This is part of the original

1 contract.

2 MS. WHALEN: I have a question. Didn't we vote on  
3 something relevant to this a while ago?

4 SUPERVISOR MAHAN: We voted on the entire  
5 contract. What we are basically voting on now is to  
6 disperse the funds.

7 MR. MAGGUILLI: If you recall, we did a Resolution  
8 authorizing the reimbursement agreement. The Town under  
9 the GEIS was under the requirement to build this  
10 connector road. What happened was the Galassi Group  
11 offered - the Capital District Transportation Committee  
12 came up with the cost of building the entire road - six  
13 point something million dollars. So, we ended up doing  
14 the reimbursement agreement with Galassi because they  
15 agreed to put in and build the entire road at their  
16 expense and then be reimbursed including the cost of  
17 the land itself exclusively out of GEIS funds.

18 If there are insufficient funds in the GEIS account  
19 to pay back that full six point something million  
20 amount, then they just don't get paid. They end up  
21 eating it. On the other hand, as money does come into  
22 that GEIS account, it will be earmarked for  
23 reimbursement to Galassi under the terms of the  
24 agreement that you entered into earlier this year. Make  
25 sense?

1 MR. CAREY: So, that's the benefit - because of  
2 the amount of money that he's got to pay up front?  
3 That's the public benefit for that part of the project?

4 We just had this conversation earlier. It seems  
5 confusing to me that the developer has to have some sort  
6 of public benefit to this project and yet he's being  
7 reimbursed out of the fund. I would think the public  
8 benefit would be when he pays for something and isn't  
9 reimbursed for it. I was kind of confused on that.

10 MR. LACIVITA: It's not really public benefit. The  
11 project would have to pay mitigation fees through the  
12 course of it and they have to do improvements  
13 throughout the Boght GEIS area. This isn't a PDD per se  
14 where a public benefit is derived from those types of  
15 projects. This is a zoning compliant project. So, it's  
16 all mitigation related fees and costs. He's building a  
17 for us at a cheaper cost that the Town couldn't. It is  
18 being done up front.

19 MR. CAREY: I guess I call it a public benefit,  
20 but I thought that was part of the sell on this project  
21 - that this connector road was going to be built and  
22 that was kind of the big sort of selling point.  
23 Although the jobs attached to that project also were  
24 very important.

25 SUPERVISOR MAHAN: The other thing, too, in

1 looking at it, Chris, it's not like a public benefit  
2 for the handicapped parking and all of that. It is a  
3 different type of project. The road has been on the  
4 books for long time, but it's never been built because  
5 of funding. Without a substantial project that could  
6 handle that, we would probably never be able to build  
7 it, at least for a long time. So, it is something that  
8 the Capital District Transportation Committee, DOT, the  
9 Town at the time when they designed that - for the  
10 purpose of dispersing the traffic, they thought that  
11 was definitely going to be a benefit for the traffic  
12 patterns. It just never got built. It couldn't get  
13 built due to the funding and the cost.

14 Part of this project is allowing that road to be  
15 built without us coming up with something that we don't  
16 have and therefore - - it is flexible enough, as Mike  
17 said, if there aren't enough mitigation funds then they  
18 have to eat up the cost. That's up to them. Getting the  
19 road built has been a priority for long time.

20 MR. CAREY: The road needs to be built more now  
21 than ever because of that project. We probably could've  
22 went Lord knows how long without that road being there.

23 SUPERVISOR MAHAN: Any project on that property -  
24 the road is beneficial to it, no matter what goes  
25 there.

1           Are they also going to do some improvements on  
2 Johnson?

3           MR. CUNNINGHAM: The Johnson Road intersection -

4           MS. WHALEN: Why are we paying them at all? Don't  
5 they usually donate the roads to us?

6           MR. CUNNINGHAM: Jennifer, normally a project  
7 comes in and the developer owns all the land. They put  
8 in all the infrastructure at their own expense and then  
9 they give it to the Town and a dedication process. In  
10 this instance, this road is part of our GEIS. It is  
11 something that we have collected funds from developers  
12 over the years in order to build this road. This is a  
13 Town obligation. It's not the developer's obligation.  
14 So, what they have done is they've taken on the  
15 responsibility of building the road up, fronting the  
16 cost for us and we will reimburse what we can up to a  
17 point until we are out of money and then they have to  
18 wait to get paid. We have to buy the land because if we  
19 are building the road, we have to buy the land.

20           SUPERVISOR MAHAN: As we said earlier, the money  
21 is in the original agreement - that you were talking  
22 about that we voted on before - it's part of that. It's  
23 just pulling that piece out because it is due and  
24 dispersing those funds.

25           MR. CUNNINGHAM: The Board has to approve buying a

1 piece of land for the Town.

2 MS. WHALEN: But the road is not built on this  
3 land yet.

4 MR. CUNNINGHAM: Most of the road is built. We  
5 anticipate the road being open sometime in mid  
6 September.

7 MS. WHALEN: That's when we will have the money  
8 passed to them. That's when we pay them, when the road  
9 is finished?

10 MR. CUNNINGHAM: We are reimbursing as road  
11 construction goes on. We submit receipts along with  
12 payrolls and other information that is required and  
13 that is dispersed.

14 MR. MAGGUILLI: This money will be paid in 30  
15 days, probably. This is a purchase of land.

16 MS. WHALEN: But we don't take title to the road  
17 until it is finished, right?

18 MR. MAGGUILLI: No, we are accepting dedication  
19 now. We have the deeds in hand. They have already  
20 provided me with the deeds. I don't know how much work  
21 is left to do on the roads.

22 MR. CUNNINGHAM: As of July 8, they are going to  
23 be closing a part of New Loudon Road to finish up the  
24 intersection at the corner of Route 9 and this new  
25 road. Then, they will also be the intersection of

1 improvements at the end of Johnson Road. There will be  
2 a traffic signal being placed at the intersection of  
3 Route 9 and this new intersection. DOT will have to  
4 activate that. They want that activated and the road  
5 completed at the same time.

6 MR. MAGGUILLI: Resolution 306 is authorizing Doug  
7 to advertise for bids.

8 We need a new boiler at the clubhouse for the golf  
9 course. Resolution 307 is authorizing Paula to sign an  
10 amendment to our agreement with Newcastle Paving. The  
11 Town is going to expend an additional \$250,000 on road  
12 repair work, making the total expenditure for this year  
13 of \$2,649,854.50.

14 Paula, is there anything you wanted to add to that?

15 SUPERVISOR MAHAN: No. We worked with Tom Romano  
16 and Jack. He figured out all the additional work that  
17 we could do and what it would amount to with that  
18 \$250,000. I talked to the company at the beginning of  
19 the week - Monday. They said that they can accommodate  
20 us with this extra work. Everybody is ready to go.

21 MR. CAREY: Any roads in particular? What does the  
22 work consist of? Are they additional roads that were  
23 not on the list?

24 SUPERVISOR MAHAN: Yes, additional roads that were  
25 not on the list. One is East Hills Boulevard.

1 MR. CAREY: That's in rough shape.

2 SUPERVISOR MAHAN: Jack, do you have the list?

3 MR. CUNNINGHAM: I do not have it with me.

4 MR. MAGGUILLI: I thought it was in here, Paula,  
5 but it's not. I apologize.

6 MS. WHALEN: We publish the roads on the website,  
7 right?

8 SUPERVISOR MAHAN: East Hills Boulevard is  
9 \$140,000; Buckman Drive \$25,000. There is a portion of  
10 Southgate and Briarwood. It's kind of hard to explain  
11 because it is a portion of it. That is \$19,000.

12 Starboard - that was rough. That's \$19,000.

13 Aragon is \$35,000.

14 Then, we also talked about a paver. It was working  
15 and is fixed. What they have done is the paver - those  
16 are our guys working on this - - Charming Lane off of  
17 Osborne, Robinson, three areas in Manville - Chestnut,  
18 9th Avenue, 10th Avenue. The dead ends have been damaged  
19 or something and so they have all that repaired.

20 Irwin - they got ready to go and they were going to  
21 finish that road, but they might have the company do  
22 that so they can go on - our guys can go onto something  
23 else. There was Glendale and then I guess Jack, you  
24 talked about Tulip Tree. There is Marconi and  
25 Michelangelo and then Marco Polo. It's going to need

1 more work than what we can do right now, but they're  
2 going to try to do some major sections to patch and pave  
3 to get through. Between what they're doing and the roads  
4 that I said that are coming from the \$250,000, that's  
5 quite a bit to get out of \$250,000.

6 MR. CAREY: Where do we take that money from?

7 SUPERVISOR MAHAN: That money was from the excess  
8 funds that were in the highway capital funds. It had to  
9 do with chips money at some point and something with  
10 reimbursing. There was too much transfer there. So, we  
11 had Chris go through and check everything.

12 Jack, you may have had a little bit of that last  
13 year that you used.

14 MR. CUNNINGHAM: Right. Every year there's a  
15 little over and under because we are never exact. Chris  
16 says you used kind of a cash flow process with that.  
17 The residual has kind of accumulated to a point where  
18 we can spend some of it.

19 SUPERVISOR MAHAN: He looked to see if there was  
20 anything that we could spend now rather than later and  
21 it came up to \$250,000. That's why why these guys are  
22 out there and in the area because Newcastle told me  
23 that they are not only working for Colonie, but they  
24 are also working on streets in Colonie for Albany  
25 County. The closer that we can get to their roads, the

1 faster we can get things done. That's basically where  
2 those funds are coming from.

3 Because it's capital - highway it has capital chips  
4 and you have to use it for the roads and you can't use  
5 it for anything else.

6 As the budget season is coming up, Chris is looking  
7 at that as well to see where we will be next year. It  
8 should be at least a little over \$2 million. Tom seem to  
9 think that the chips might come in a little bit higher  
10 for 2020. That's why we're waiting for to move forward.  
11 In the meantime, we can get these extra roads done.

12 MS. WHALEN: I seem to recall that we had this on  
13 the website, don't we? All the roads that we plan on  
14 paving?

15 MR. CUNNINGHAM: We list the roads that are  
16 upcoming to be paved so people are aware of them.

17 MS. WHALEN: Month by month you do it, right?

18 MR. CUNNINGHAM: Yes, pretty much, yes.

19 MR. MAGGUILLI: Resolution 308 and 309 are change  
20 orders for the work of the library project. \*Resolution  
21 308 as an increase \$4,807.93.

22 You know how I look at change orders. Doug does the  
23 same. This is a true change order. It turns out that  
24 there was existing slabs and under slabs that no one  
25 could know about and additional piping and excavation

1 work was thereby required that could not have been  
2 determined at the time the contract was entered into.  
3 Therefore, they expended an additional \$4,807 93.

4 MS. MURPHY: That has happened a number of times  
5 at the library, though. Things that could not have been  
6 disclosed prior to the commencement of the work.

7 MR. MAGGUILLI: Resolution 309 is a deduct of  
8 \$1,227. We eliminated several of the proposed jobs  
9 during the course of construction. Because of that,  
10 they are minor, but it still saves \$1,227.

11 Finally, New York State Law and Town Code requires  
12 that any change or amendment to a planned development  
13 district be approved by the Town Board because it  
14 actually results in a change in the Local Law that  
15 creates the plan development district. In this case, the  
16 homeowners at 15 Nantucket Street want to install an  
17 inground pool. In order to install an inground pool,  
18 they have to amend the enabling legislation, being the  
19 Local Law that created the PDD in the first place. So,  
20 they have to refer to Planning.

21 Planning has to look at it and then make a  
22 recommendation back to the Town Board. Then, you decide  
23 whether you want to do it or not.

24 That's it.

25 We have a number of guests here tonight. First I

1 like to start - - as you may know, we have been in  
2 discussion with the Greater Loudonville Association  
3 about the gateway to Loudonville, particularly the  
4 triangle down on the corner of Osborne and 9 and Menand  
5 Road. We've been working on a partnership with the  
6 Greater Loudonville Association and the Town that the  
7 Town could contribute and what the association can  
8 contribute and basically at this meeting that we had  
9 last week, I advised the Greater Loudonville Association  
10 that I would bring the Board up to date as to what was  
11 going on. We do have a proposed plan, if you would like  
12 to see it.

13 This is what it is tentatively. Mary Brizzell and  
14 Lonnie Clar are here tonight as well for this for any  
15 questions you may have.

16 What the Town would be able to contribute to this -  
17 - this is Town property. We own it. So, we can pretty  
18 much do what we want with it. What we could contribute  
19 is the equipment and the manpower needed to rehab the  
20 site. The Greater Loudonville Association has proposed  
21 to provide the funding needed to do the improvements. We  
22 have envisioned, subject to Town Board approval, doing  
23 the site work and the demolition work, carting the stuff  
24 away, waiving fees for application fees and the like.  
25 Again, because it is Town property.

1 Mary, is there anything you would like to add to  
2 that?

3 MS. BRIZZELL: No.

4 MR. CLAR: This is pretty much the second piece of  
5 what we did when we built the Loudon Green Park across  
6 the street - diagonally across the street. A number of  
7 years ago you may not remember, but it was abandoned  
8 and overgrown and we built that and funded it. We put  
9 in a gazebo and we put in a park and the grounds and so  
10 on. It is much nicer now.

11 We want to do the same thing with the triangle. The  
12 wall that is there is an old wall and it's falling  
13 apart. The pressure of the soil has actually cracked it.  
14 It's pretty much falling down.

15 We want to put in a new wall and instead of having  
16 an angular wall, it might be a curved wall. We will play  
17 with that and we will go to the Town, of course, before  
18 we do anything. We will put in footings. We will put in  
19 the wall. We will cover the cost for that. We will do  
20 some fundraising; we will have public funds and private  
21 funds.

22 We have expanded it to go beyond the wall because  
23 frankly the whole triangle really needs regrading,  
24 re-contouring and some landscaping. We want to do that,  
25 as well. This is really a gateway to the Town and we

1 want to make it look as nice as possible. So, were going  
2 to do the landscaping as well as the new wall. We will  
3 put in lighting and make sure there is an irrigation  
4 system. We will take care of all of that.

5 MS. WHALEN: I have a question. What are the  
6 procurement issues like bidding and who is doing the  
7 work?

8 MR. MAGGUILLI: We haven't worked that out  
9 completely yet.

10 MS. WHALEN: But what are the laws on that?

11 MR. CLAR: If the Town were doing it, you would  
12 have to pay. We are doing it. It is private. We are  
13 donating it to the Town.

14 MS. WHALEN: We own the land, right?

15 MR. CLAR: Yes. We are making a gift of it.

16 MR. MAGGUILLI: That's why we are doing the site  
17 work. We can go in and do the site work and the like.  
18 What we would be doing is we will be doing resolutions  
19 somewhere down the line accepting the donation from the  
20 greater Loudonville Association for the work in the  
21 improvements of this triangle.

22 MS. WHALEN: How much will this project be or this  
23 gift that they are proposing to donate to us? How much  
24 is it? Like, what is the estimate on that?

25 MR. CLAR: We are somewhat unclear on that.

1 Depending upon the extent to what we do, it can run  
2 anywhere from \$40,000 to \$100,000.

3 MS. BRIZZELL: Depending upon what kind of funding  
4 we get - what kind of funds we are able to raise  
5 privately.

6 MS. WHALEN: What about the contractors? Who would  
7 be installing it and building it?

8 MR. CLARE: We haven't selected them yet. We will  
9 look at the contractors and do what we want for the  
10 best price. It's not technically a bid requirement  
11 because we are private organization. We are looking for  
12 an economical installation. We don't want to spend more  
13 than we have to. We don't have to bid it the way the  
14 Town would if the Town were doing it directly. We're  
15 just paying for it and we donate it to the Town in the  
16 way that Loudon Green was done.

17 MR. CAREY: You mentioned public funds. What  
18 public funds you talking about?

19 MR. CLARE: We have a small grant so far from the  
20 county. We have applied for another one. The first one  
21 is \$5,500 the second one is \$6,500 or \$7,000. We are  
22 looking for something from the state, if we can get it.  
23 We hope that we can get a larger grant from the state.  
24 We will do some private fund-raising, as well.

25 MR. CAREY: That doesn't change any of the

1 processes as far as bidding goes? If you have public  
2 funding involved in the project, does that change any  
3 of the bidding process?

4 MR. MAGGUILLI: This is a donation that the  
5 county, as I understand it, made to the greater  
6 Loudonville Association. They converted public funds to  
7 private funds.

8 MS. WHALEN: Is this akin to the Pruyn House  
9 arrangement that we have?

10 MR. MAGGUILLI: It's very similar.

11 MR. ROSANO: Since this is Town property that  
12 they're going to be working on, do we have any inferred  
13 liability from the contractor if something happens?

14 MR. MAGGUILLI: It depends on how we structure the  
15 contract. We could.

16 MR. ROSANO: Try to structure it away from us.

17 MR. CAREY: What time of the year will you be  
18 working on that?

19 MR. CLAR: We plant the flowers and we also take  
20 care of the Loudon Green pretty regularly.

21 MR. ROSANO: If you get hurt, whose insurance  
22 covers it?

23 MR. CLAR: Ours.

24 MS. WHALEN: The lighting - will they be LED  
25 lights or solar lights?

1 MR. CLARE: Probably LED, low energy.

2 MS. BRIZZELL: The wall is falling apart and the  
3 letters are falling off.

4 SUPERVISOR MAHAN: I think depending upon how the  
5 agreement is written in all of that - depending on - -  
6 we will have to look carefully. There is a possibility  
7 that we may have to bid.

8 MS. WHALEN: A possibility we may have to do what?

9 SUPERVISOR MAHAN: Some bidding.

10 MS. WHALEN: Right, because at the Pruyn House we  
11 are obligated to. If it's upwards of \$60,000 to  
12 \$90,000 -

13 SUPERVISOR MAHAN: Unfortunately, that does raise  
14 the cost.

15 Jack, when we were talking about the Boght fields,  
16 they wanted to apply for a grant. They were talking  
17 about that

18 MR. CUNNINGHAM: Correct.

19 SUPERVISOR MAHAN: Is it that we would have to  
20 apply for it?

21 MR. CUNNINGHAM: The grant would have to come to  
22 the Town.

23 SUPERVISOR MAHAN: So, it may work that same way  
24 since we owned that land.

25 MR. CUNNINGHAM: That's a possibility.

1 SUPERVISOR MAHAN: We would really have to sort  
2 all that out.

3 MR. MAGGUILLI: It depends upon the grant that  
4 they are applying for.

5 SUPERVISOR MAHAN: Yes, they were applying for a  
6 state grant. We just have to make sure all our T's are  
7 crossed and I's are dotted, so that we do it correctly.

8 MR. MAGGUILLI: This is all very preliminary.

9 MR. CAREY: What time of year are you going to do  
10 the project?

11 MR. CLARE: Next year.

12 MR. MAGGUILLI: It's been a really depend on their  
13 fundraising. Who knows how long that's going to take?

14 MS. WHALEN: What's lovely about it is that it  
15 comports with this Comprehensive Plan update where  
16 there is - - in the continuation of improving the  
17 gateways to our Town.

18 MR. MAGGUILLI: Looks like there's only one sewer  
19 line running under the property. So, there's not going  
20 to be a lot of relocation work required.

21 SUPERVISOR MAHAN: It's preliminary at this point  
22 right now - preliminary stages.

23 MR. CLAR: I just wanted to alert everyone that it  
24 is out there.

25 MS. BRIZZELL: On behalf of our Board, we want to

1 thank Paula and Mike and Jack because we've have been  
2 in dialogue with them for a number of months now.  
3 They've always been available to discuss this. It's  
4 very hard to get everybody on the same page when you're  
5 working on projects like this.

6 MS. WHALEN: It looks beautiful from the proposed  
7 plan. It really does.

8 MR. MAGGUILLI: Thank you, very much.

9 As you know, at the June 13 Town Board meeting  
10 issues were raised with respect to buffer zones,  
11 treeplanting and garages at the Forts Ferry project.  
12 Since that time, I have met with - - actually, I think I  
13 spoke on the phone with Mary Beth. Yes, we did actually  
14 meet at one point in time. I asked them to come here  
15 tonight and make a presentation to the Board so you  
16 could get it firsthand. They are available to answer any  
17 questions that the Board may have.

18 MR. DESANTIS: My name is Adam DeSantis and I am  
19 with Summit Senior Living representing the developer of  
20 the Summit at Forts Ferry and understanding there was a  
21 concern around the tree plantings outside of the buffer  
22 along the north facing garages here. What we have done  
23 is zoomed in on this section of the site plan so that  
24 we have increased - - we have changed the scale to show  
25 that the trees that were planted in this pie shaped

1 wedge on the north side of the garage will be planted  
2 outside of the buffer. This drawing is consistent in  
3 quantity and type to the approve site plan.

4 MS. WHALEN: Where's the main building?

5 MR. DESANTIS: The main building is right over  
6 here (Indicating).

7 MS. WHALEN: So, where is Catalina Drive, relative  
8 to this property?

9 MR. DESANTIS: The dark line here that is dashed  
10 is the property line. The lighter dashed line here  
11 running parallel to it is the buffer line (Indicating).

12 MR. MAGGUILLI: On some of the drawings that we  
13 saw it appeared that the trees were inside the buffer.  
14 Why is that?

15 MR. DESANTIS: Again, we zoomed in on this scale  
16 so putting these trees on the original site plan were,  
17 quite frankly, the end lines on the plans. They can't  
18 be drawn to scale to show mature trees overlapping the  
19 garage and being planted inside of the buffer. We have  
20 agreed that all of the trees are going to be planted  
21 outside of the buffer, which is consistent with our  
22 approvals and when we increase the scale of 1 on 10,  
23 you can see that we can, in fact, have the trees  
24 outside of the buffer.

25 MR. MAGGUILLI: You are pointing right now - what

1 is the distance between the back wall of that garage in  
2 the buffer line?

3 MR. DESANTIS: When this tree is planted, it is  
4 three feet.

5 MS. MURPHY: I think their concern was that there  
6 wouldn't be enough room for it to properly grow.

7 MR. DESANTIS: So, the intention is that over time  
8 as these trees mature and the diameter increases and  
9 they get wider, there may be some selective pruning and  
10 maintaining that needs to happen between the back wall  
11 of the garage and the trunk of the tree, as the trees  
12 grow over the roof line of the garages they will be  
13 able to continue to go vertical.

14 MS. MURPHY: So, will the garages have to be built  
15 at that angle? Obviously, at the other end the trees  
16 would have no room to grow.

17 MR. DESANTIS: Beyond here there is 13 feet  
18 between the buffer in the back wall of the garage.

19 MS. MURPHY: You have to have that angle?

20 MR. DESANTIS: This is consistent with the  
21 roadways and the circulation around the building.  
22 Certainly, these trees could be pushed away.

23 MR. MAGGUILLI: What are the chances of those  
24 trees surviving? The main concern appeared to be that  
25 there's not enough space between the back of the garage

1 and the buffer line for these trees to thrive and grow.

2 MR. DESANTIS: First, any trees planted in an open  
3 field could certainly die. Anytime you transplant a  
4 tree from a tree farm, there's going to be some risk of  
5 it dying for any number of reasons. So, we have a  
6 two-year warranty on all of our trees. Any time a tree  
7 is replaced because it died within that period of time,  
8 it would have a subsequent two-year period. We got  
9 documentation from the landscaping who we contracted  
10 with to do the landscaping throughout this site and he  
11 has been on-site. His expectation, while these trees  
12 may need to be maintained and pruned in the section,  
13 will be able to thrive over time.

14 MS. WHALEN: So, are the trees called Spruce  
15 White; is that what they are?

16 MR. DESANTIS: So, there is a combination of  
17 trees. Again, this is consistent with the type and  
18 location of the approved site plan. A mix of Norway  
19 Spruce which are 5 to 6 feet tall at install and White  
20 Spruce which will be 7 to 8 feet tall.

21 MR. MAGGUILLI: Is that plan that you have on the  
22 easel presented to the Planning Board as part of the  
23 approval process?

24 MR. DESANTIS: It was not. What would have been  
25 presented to the Planning Board would've been a full

1 comprehensive site plan. It would not have been zoomed  
2 in on this area specifically.

3 MS. WHALEN: Did you discuss this with Joe  
4 LaCivita, or anyone in our department?

5 MR. DESANTIS: We've had preliminary conversations  
6 about this, yes.

7 MS. MURPHY: So, what is the general circumference  
8 of those trees, once they become six-foot trees?

9 MR. DESANTIS: This tree we would anticipate - -  
10 again, they are all going to vary to some degree when  
11 they are installed, but they would be anywhere from 3  
12 to 4 feet in diameter.

13 MS. WHALEN: At full growth?

14 MR. DESANTIS: No, when they are installed.

15 MS. MURPHY: So, you're planting them at 3 to 4  
16 feet.

17 MR. DESANTIS: This area that we are showing the  
18 center of the tree - so, the trunk of the tree being  
19 planted on the buffer line - - if this were a four-foot  
20 tree, it would grow two feet into this wedge and there  
21 would be a foot between the edge of the limbs and the  
22 back side of the garage.

23 MR. MAGGILLI: There's actually no physical  
24 barrier other than the garage from that planting,  
25 correct?

1 MR. DESANTIS: We are permitted to grow over the  
2 buffer line. We are permitted to plant within the  
3 buffer, if we desired. It was dictated, I suppose, that  
4 we plan outside the buffer and that's what we intend to  
5 do.

6 MR. MAGGUILLI: Does that drawing show the number  
7 of trees that was represented to the Planning Board?

8 MR. DESANTIS: It does. It is consistent in  
9 quantity and height and the location of the various  
10 types.

11 MR. MAGGUILLI: Do you want to open it up and  
12 allow members of the public to ask questions?

13 SUPERVISOR MAHAN: Sure.

14 MR. MAGGUILLI: Mr. and Mrs. Drake, if you would  
15 like to ask questions, please feel free.

16 MS. DRAKE: The first thing that comes to my mind  
17 is back on April 16 when we sat at this meeting with  
18 the engineer for the developer, they told us there  
19 would be a foot. So, now we have three feet. Whether  
20 it's a foot or three feet, it is still concerning to  
21 me.

22 MR. DRAKE: They said it was a foot and then they  
23 said the trees would be planted 4 to 5 feet away from  
24 the retaining wall from the garages. So, what they are  
25 saying seems different from what we heard. It just

1 seems like it is a different message because I'm fairly  
2 sure that it was your engineer that said the trees were  
3 going to be planted in the buffer when we met on April  
4 16. Do you remember that statement?

5 MR. DESANTIS: I do remember specifically, but as  
6 we have gone back and increased the scale of this and  
7 consulted with our landscaper, we have confidence that  
8 we can plant trees outside of the buffer and that they  
9 will thrive over time.

10 MS. WHALEN: Some are way outside of the buffer.

11 MR. DESANTIS: The garages angle off and create a  
12 wedge that increases the width as we move to the east.

13 MS. WHALEN: So, some of them on the left side are  
14 kind of smooshed but that it gets wider - the girth  
15 where they can grow. So, it goes from three feet on  
16 that line up to around 13 feet.

17 MR. DESANTIS: Up to about 13 where this last tree  
18 is shown.

19 MS. WHALEN: So, surely the ones on the 13 feet  
20 area have plenty of room, right?

21 MR. DESANTIS: These are shown along the backside  
22 of the garages, as well. Over time, these probably  
23 would not grow into the buffer line. These may, but  
24 again that's permitted.

25 MR. DRAKE: Are all the trees planted from the

1 same distance from the back of the garage?

2 MR. DESANTIS: They are shown to be on this now.  
3 If it was decided administratively that we wanted to  
4 move some of these trees closer to the buffer line, we  
5 would be open to looking at that when we get around to  
6 landscaping the project.

7 MR. DRAKE: How far the trees planted from the  
8 back of the garage, then?

9 MR. DESANTIS: Approximately 4 1/2 feet from  
10 centerline to the trunk to the back of the garage. So,  
11 we have three feet there. That would be consistent and  
12 that's what we are showing as consistent along here  
13 (Indicating).

14 MR. DRAKE: The trunk is basically planted right  
15 on the buffer line.

16 MR. DESANTIS: For this tree, yes. So, there would  
17 be three feet from center of tree back to the garage.

18 MR. DRAKE: So, the trees are planted three feet  
19 from the back of the garage.

20 MR. MAGGUILLI: Are they planted on the buffer  
21 line or to the buffer line? We need to be careful of  
22 our language here.

23 MR. DESANTIS: This tree would be planted just  
24 inside of the buffer line.

25 MS. WHALEN: What about the next one? Is that

1 about the same, would you say?

2 MR. DESANTIS: Again, as this wedge increases, we  
3 are getting inches as we go.

4 MS. WHALEN: Are we getting any more feet on the  
5 second one? Is it all the same?

6 MR. DESANTIS: It would be a few inches.

7 MR. MAGGUILLI: If you're planting that tree  
8 inside of the buffer line, doesn't that counter the  
9 approval that you have - that you're going to plant all  
10 outside the buffer?

11 MR. DESANTIS: I may have misspoke. These are  
12 going to be all outside of the buffer.

13 MS. WHALEN: Yes, he said those would be close to  
14 the buffer line, but they are all outside of the buffer  
15 line. That's what he has just said like four times.

16 MS. DRAKE: The trunk will be outside.

17 MR. DESANTIS: It will be planted outside of the  
18 buffer.

19 MR. MAGGUILLI: Mr. Drake's statement was that you  
20 were going to plant that tree on the buffer line. My  
21 question to you is: Are you planting it on the buffer  
22 line, or are you planting it to the buffer line?

23 MR. DESANTIS: To the buffer line, so that the  
24 trunk is outside of the buffer.

25 MR. ROSANO: How are you going to physically

1 designate that buffer line before you start doing  
2 landscaping? I want to be able to go up there and I  
3 want to be able to see the buffer line from that corner  
4 to that corner (Indicating). I want to be able to  
5 measure according to the site plan from that corner  
6 three feet or whatever it is and 13 feet. I need to be  
7 able to do that.

8 MR. DESANTIS: It will be done by the surveyor. It  
9 will be staked out by the surveyor.

10 MR. ROSANO: We need to be contacted when that's  
11 about to happen. Is that fair enough?

12 MR. DRAKE: Yes.

13 MS. WHALEN: Is it already demarked, or no?

14 MR. DESANTIS: I don't believe it is. The site was  
15 cleared in sections, so that we didn't disturb more  
16 than five acres at a time. So, I don't believe this has  
17 been re-staked back here.

18 MR. ROSANO: John, when you see when you look back  
19 there? Do you see any stakes or anything like that?

20 MR. DRAKE: There was some steaks that were put  
21 in, I think, when construction started.

22 MR. DESANTIS: Those could have been clearing  
23 limits.

24 MR. DRAKE: When they were cutting trees down, I  
25 believe.

1 MR. ROSANO: To my point taken - we need to go up  
2 and see this.

3 MR. MAGGUILLI: There are no survey stakes there  
4 now.

5 MR. ROSANO: No, what I mean some kind of marker  
6 that we can physically go up -

7 MS. DRAKE: You can't measure right now because  
8 there's a big mountain of dirt.

9 MR. LACIVITA: There typically is a de-marker that  
10 shows. You will see a sign that goes up there -

11 MR. ROSANO: I will know.

12 MS. WHALEN: So, do you anticipate taking down  
13 anymore trees that are kind of following along in the  
14 buffer now? Like, when you stand at the end of Catalina  
15 Drive and look past all that tape, you see trees like a  
16 forest still which I am presuming is within the buffer.  
17 So, do you anticipate taking down any more of those,  
18 are those going to be untouched or are you going to  
19 take down some of those with the garage, or are you not  
20 supposed to?

21 MR. DESANTIS: With the exception of the easement  
22 for the water and sewer line, we will take down no  
23 trees from the buffer.

24 MR. MAGGUILLI: There will be no disturbance.

25 MR. DESANTIS: No, sir.

1 MS. WHALEN: No further disturbances there.

2 MR. DESANTIS: That's correct.

3 MS. JEFFERS-VONDOLLEN: Can you give us an idea -  
4 - I am going to be honest with you. I am a foreign  
5 language major and I am not an Earth science major so  
6 this is outside of my realm.

7 In terms of thinking ahead to the years that come  
8 and your talking about a two-year warranty of these  
9 trees - to me it seems like this is east and this is the  
10 way that you're looking down Troy and Vermont  
11 (Indicating), and this is the way looking down towards  
12 Schenectady, the sun is coming up this way and there are  
13 only a couple of feet behind a concrete wall. That, to  
14 me, is where I am concerned or asking - - you mentioned  
15 something about the maintenance of the trees. They said  
16 that they could thrive. I'm just curious if you could  
17 speak to that.

18 MR. DESANTIS: Again, trees can be pretty hardy  
19 they can grow and well developed forests. We have  
20 consulted with our landscaper. They have been in  
21 business for 30 plus years now. He has visited the site  
22 and he has looked at the site plan and again he is  
23 confident that the as-built conditions that these trees  
24 will be able to grow over time. Again, we recognize  
25 that there will be pruning on the trees in the area

1 outside of the buffer and in back of the garage. \*If  
2 you drive around Town and look along powerlines, you  
3 will see trees that are consistently routinely trimmed  
4 so that there are no overhanging limbs.

5 MS. JEFFERS-VONDOLLEN: But how tall will they be?  
6 Will they be lower than the height of the garages when  
7 they are planted?

8 MR. DESANTIS: They will. The lighter circles here  
9 - they are normally Spruce and they are 5 to 6. The  
10 darker circles are the White Spruce and they will be 7  
11 to 8 feet.

12 MS. JEFFERS-VONDOLLEN: What's the height of the  
13 garage?

14 MR. DESANTIS: I couldn't tell you with the height  
15 of the garage is, at this point. I don't know.

16 MR. DRAKE: What we heard - - I thought what we  
17 heard was the retaining wall on that side would be 5 to  
18 6 feet and that's at the peak. I think it is a peak  
19 roof which is 18 feet. That's just the notes that I  
20 took from our meeting on April 16.

21 MR. DESANTIS: The retaining wall is part of the  
22 back of the garages. So, you may not be adding five  
23 feet to 13 feet.

24 MR. DRAKE: 18 feet.

25 MR. DESANTIS: You might not be adding five feet

1 of retaining to 13 feet of garage because part of that  
2 retaining wall is the back side of the garage.

3 MR. DRAKE: Again, I'm just going from the notes  
4 that I took on April 16. Remember, the whole apartment  
5 building can be built up five or six feet. That was  
6 part of the approval and we all knew that because of  
7 the groundwater level and the downslope. As we talked,  
8 our understanding that I thought we had is the garages  
9 also had to be elevated five feet to six feet above  
10 current ground level. So, the discussion that we had on  
11 April 16 was that it is five feet to six feet of  
12 retaining wall, plus 18 feet of garage. So, if that's  
13 not right --- again, I heard it was only one foot  
14 between the wall. I heard the trees were going to be  
15 planted four feet to five feet. Now, I'm hearing we  
16 have three feet of room. The trees are going to be  
17 planted basically just a little less than three feet  
18 across the back.

19 I think to Melissa's point, the trees --- I think  
20 they're going to be below the garages. They're going to  
21 be behind the wall, initially. They're going to be very  
22 close to the wall. You said the trees would have a  
23 diameter of two feet to three feet even with the first  
24 planting.

25 MR. DESANTIS: Yes, when they are planted.

1 MR. DRAKE: Even when there planted, the edge of  
2 the trees are only going to be a foot from the wall, or  
3 thereabouts.

4 MR. DESANTIS: So, they are very close. They were  
5 very close on the approved plan that was reviewed by  
6 both the TDE and Planning. That's not a condition that  
7 has changed since our approval.

8 MR. DRAKE: The trees that are further down where  
9 there is more room - can then we moved back? From an  
10 aesthetic perspective it's better to have them all the  
11 same distance from the garage because the landscapers  
12 think they can survive being three feet versus being  
13 five feet or seven feet away from the garage. The fact  
14 is that it really doesn't matter. I don't know what the  
15 right answer is.

16 MR. DESANTIS: We don't have a particular  
17 preference as to what the trees are planted. We would  
18 be more than happy to move them closer to the buffer  
19 line so that the line of trees runs parallel to the  
20 buffer rather than off at an angle and closer to the  
21 garages.

22 We also know that there are areas within the buffer  
23 that are more open. Again, when we are in the field and  
24 when we are beginning plantings, we would be willing to  
25 take a look at moving some number of trees away from the

1 garages and into those open areas within the buffer if  
2 it was desired at the time.

3 MS. DRAKE: Is it possible then, as Mr. Rosano  
4 said, to have this marked out and walk it?

5 MR. ROSANO: We're going to walk it.

6 MR. MAGGUILLI: I tell you what. It is 7:00. If  
7 you still have more questions Mr. Drake and Mrs. Drake,  
8 I don't think they would mind answering your questions.

9 I need a motion to amend Resolution to 905 C. Mike  
10 Burick just brought to our attention that the name  
11 should be Daniel J. Cutny with no E. I have a motion to  
12 correct the Resolution to reflect the correct name?

13 MS. MURPHY: I will make a motion.

14 MS. JEFFERS-VONDOLLEN: Second.

15 MS. GANSLE: All in favor?

16 (Ayes were recited.)

17 (Whereas the above entitled proceeding was  
18 concluded at 7:02 p.m.)

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## CERTIFICATION

1  
2  
3 I, NANCY L. STRANG, Shorthand Reporter and Notary  
4 Public in and for the State of New York, hereby CERTIFY  
5 that the record taken by me at the time and place noted  
6 in the heading hereof is a true and accurate transcript  
7 of same, to the best of my ability and belief.

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10 NANCY L. STRANG

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