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PLANNING BOARD
TOWN OF COLONIE

COUNTY OF ALBANY

TEXAS ROAD HOUSE
105 WOLF ROAD
SKETCH PLAN REVIEW

THE STENOGRAPHIC MINUTES of the above entitled
matter BY NANCY STRANG-VANDEBOGART, a Shorthand
Reporter, commencing on August 21, 2012 at
8:10 p.m. at the Public Operations Center
347 Old Niskayuna Road,
Latham, New York 12110

BOARD MEMBERS:

- PETER STUTO, CHAIRMAN
- MICHAEL SULLIVAN
- KATHY DALTON
- LOU MION
- BRIAN AUSTIN
- TIMOTHY LANE
- KAREN GOMEZ
- ELENA VAIDA, Esq., Attorney for the Planning Board

Also present:

- Joe LaCivita, Director, Planning and Economic Development
- Michael Tengeler, Planning and Economic Development
- Joe Grasso, PE, Clough Harbour and Associates

1 CHAIRMAN STUTO: Next on the agenda is
2 Texas Road House, 105 Wolf Road. This is a
3 sketch plan review.

4 For the benefit of the public, sketch
5 plan review is just sort of a look see for the
6 planning board. If the application goes
7 further, the applicant continues with their
8 application. We will have a public hearing
9 wherein the public will be able to comment and
10 we'll consider those. We're just getting a
11 first blush look at this now.

12 Joe, do you have any introduction for
13 this?

14 MR. LACIVITA: Sure. I think that those
15 of you who were on this board since 2010
16 remember when this project sort of came in an
17 overall site plan with Mr. Burg* when we had
18 done Clay's Seafood and we now see the
19 Chipotle which is on 105 Wolf Road. This is
20 Phase II of their overall project that was
21 kind of talked about back then. We're going to
22 see 7,000 square feet of restaurant coming in
23 at 105 Wolf Road. We've identified the Texas
24 Road House as the applicant coming in. Mr.
25 Burke is here this evening, as well as Mr.
Lynch to talk a little bit about the project

1 moving forward. It is before us for sketch
2 plan review.

3 MR. LYNCH: Good evening everyone. I'm
4 Peter Lynch and here tonight with Pat Mitchell
5 from Creighton Manning and is the project
6 engineering with Mr. Burke.

7 We were fortunate enough to be before you
8 prior to tonight in having approval for the
9 Chipotle restaurant. For those of you who were
10 not on the board at that time, this is 105
11 Wolf Road and it comes back from this point
12 here on Wolf all the way back to this point
13 here, actually. This is 455 Sand Creek Road
14 which had the former Clays' Restaurant on it.
15 Before Chipotle, 105 Wolf Road was a two
16 story, 16,000 square foot office building.
17 This project includes an additional parcel at
18 449 Sand Creek Road. Mr. Burke already owns
19 105 Wolf and 455 but putting together an
20 assemblage, there is a key-hole lot that comes
21 off of Sand Creek Road, at this point here and
22 it opens up in the back at about this point
23 that I'm showing on the plan and there is an
24 old commercial type garage back there, kind
25 of a residence and kind of a commercial
garage. In any event, what we are proposing to

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1 do - if we accomplish this approval,
2 ultimately we're going to tear down that whole
3 garage and we're going to construct a 7,000
4 square foot Texas Road House restaurant. The
5 exciting thing about this project and I know
6 that we all have restaurants on Wolf Road but
7 this is a new business coming into town. It
8 will provide some very interesting diversity
9 in a steakhouse. So, we're very excited about
10 it. The project meets all of the dimensional
11 setbacks of the ordinance. It meets the
12 parking requirements. There was one hitch that
13 we did overcome and that is the parking along
14 the boundary line between the project and the
15 residential properties here are required under
16 the code a 25-foot setback. We're proposing a
17 10-foot setback. We went to the zoning board
18 of appeals and before we went to the board, we
19 actually met with a number of the effected
20 neighbors on this street. Frankly, we were
21 able to accomplish a consensus, so, when we
22 went to the zoning board, our proposal is to
23 plan this row of spruce trees to put up a
24 white vinyl fence and to include that area. It
25 will be on an 18-inch berm. That area will be
included in the irrigation system. One of the

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1 issues that was raised during the zoning board
2 process was, when we did Chipotle, we had not
3 really great landscaping back here and it died
4 because it wasn't irrigated and so on. That
5 was Phase I of the project and as Joe
6 indicated, we're now moving onto Phase II of
7 the project.

8 Now, bear in mind that we have about an
9 acre on Sand Creek Road that we've designated
10 as potential future development. We're
11 proposing that ultimately in the future, we're
12 going to have a third user on this site. We
13 have about 2,000 square foot restaurant here
14 in Chipotle and 7,000 square foot here with
15 Texas Road House. We're actually replacing a
16 16,000 square foot office building, about a
17 5,000 square foot restaurant at Clays and
18 about a 2,000 square foot garage. So, at first
19 blush if you have a virgin site and you came
20 in and you said, well, we want to put three
21 users on this site plan - that would be one
22 thing. Here, we're going in and we're
23 essentially redeveloping what had become a
24 blighted site. We all know that Clays was an
25 extreme hazard at the end. We worked with the
town to demolish that in the initial part of

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1 the project. Because frankly, it had not only
2 become an eyesore, it had become a nuisance.
3 Also, the office building that we demolished
4 and had replaced with Chipotle was also fast
5 becoming obsolete. We have brand new users,
6 brand new businesses coming into town and
7 ultimately we have identified this part of the
8 site for future development. We don't know
9 what it is. We don't have a use yet. But what
10 we've done here is we have laid it out with
11 Texas Road House that this part of the site
12 for a very simple but very important reason.
13 The president of Texas Road House made it very
14 clear to us during our negotiations with the
15 lease that the building had to be as far over
16 here to enhance its visibility from Sand Creek
17 Road. Fundamentally clear that it's visible
18 from Sand Creek Road but from Wolf Road, we
19 wanted to have the enhanced visibility. So,
20 the way that the building is oriented, the
21 front of the building is at this point, facing
22 Wolf. The entrance to the building is actually
23 facing Sand Creek Road. So, the major parking
24 field for the entrance to the building is
25 oriented toward that entrance. Parking will be

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1 in the front yard and it will be a waiver
2 request to this board.

3 CHAIRMAN STUTO: With respect to that,
4 are there, are there any prohibitions for the
5 third building that you want to put in?

6 MR. LYNCH: The only prohibition that we
7 have -

8 CHAIRMAN STUTO: To block the frontage
9 towards Sand Creek.

10 MR. LYNCH: When we were dealing with
11 Texas Road House - they were very concerned
12 that they're doing this project and we're
13 keeping a little over an acre or so in the
14 front what if these guys put in some use that
15 requires parking variances and tremendous
16 density in parking. So, actually we have a
17 restriction and agreement with the Texas Road
18 House that whatever use we do in the front, it
19 has to be a soft use on parking to the extent
20 that we can't apply for parking variances. We
21 have to meet all the setbacks. We have to meet
22 all the density. The point of the matter is
23 that while we are hoping to accomplish a third
24 use on the site, it cannot under our agreement
25 with Texas Road House compromise their ability

1 to function and their ability to have the
2 appropriate amount of parking.

3 CHAIRMAN STUTO: They didn't say anything
4 about blocking the view from there?

5 MR. LYNCH: Well, the way that we look at
6 it Peter, we don't' have a specific on that.
7 As a practical matter, with Chipotle we have
8 an obligation to have the access. The idea
9 here is to have an access on Sand Creek for
10 all the users on the site. So, we don't know
11 whether or not the third user is going to be
12 closer to wolf road. We don't' know if it's
13 going to be on this side; we just don't know
14 yet. So, we're going to have to orient the
15 driveway. But the goal would be not to
16 interfere with the Texas Road House.

17 So with that said, that's essentially in
18 a nutshell what our plan is. I will say that
19 one of the benefits that we accomplished with
20 the zoning board - apart from gathering a
21 consensus with the directly effected
22 neighbors, there was some concern about the
23 parking being close to the property line. As
24 you can see here, we have this large section
25 that is actually going to remain in tact. IN
fact, one of the conditions of the zoning

1 board for the variance is that this area here
2 not be disturbed. Right now if you approve
3 this reject ultimately, we have a 35 percent
4 open space. We have 52 percent. We're going to
5 be coming back on that third user. So, the 35
6 percent will be a more relevant discussion at
7 that point in time. It is a redevelopment site
8 and consequently, right now we meet all the
9 criteria under the ordinance, assuming as the
10 zoning board did - they granted the variance
11 so for purposes of coming to this board, the
12 setbacks are in compliance with the ordinance.

13 CHAIRMAN STUTO: Can you trace the entire
14 property? I think that I have it figured out.

15 MR. LYNCH: The property on Sand Creek
16 begins here. We have this row of trees that go
17 like so. It comes up to this point here. This
18 is the area that I was just talking about.

19 CHAIRMAN STUTO: You're saying that's
20 going to stay in tact?

21 MR. LYNCH: That's going to stay in tact
22 as a condition of the zoning board. This
23 property line runs along the parking between
24 our site and 99. It comes over like so. It
25 comes down to here and we have a bank here and
here on the corner and then it comes all the

1 way over here to Sand Creek and back around
2 again. So, right now it's three distinct
3 parcels and this assemblage of parcels can be
4 unified into a signal lot once the process is
5 completed.

6 CHAIRMAN STUTO: Thank you.

7 I know that Joe Grasso has taken a look
8 at this.

9 Joe, do you have some comments that you'd
10 like to share?

11 MR. GRASSO: We don't issue a review
12 letter during sketch plan review but I will
13 make some comments on it.

14 Like Peter mentioned, I think that is'
15 important for the board to understand that
16 this remains a redevelopment project and we
17 commend the applicant for bringing forth a
18 redevelopment of this parcel. The chipotle
19 which was developed in the past, we think, is
20 a great reuse of the site and we think that
21 the applicant did a great job both from a
22 design perspective and from a construction
23 perspective and is a great addition to the
24 wolf road corridor and we see this Texas Road
25 House project fitting in with that.

1 In general, we're supportive of the site
2 plan, the way that it's laid out. We think
3 that it has a lot of merit. There are some
4 site layout issues. Some comments regarding
5 the layout that others have made and I'm sure
6 that the applicant will take those into
7 consideration and will provide more comment on
8 the merits of changes as the project goes
9 through the process.

10 I'd just like to commend the applicant
11 for reaching out to the neighbors on Kelin*
12 drive with them to develop what appears to be
13 an agreement in terms of the mitigation and
14 support of the variance. There is some
15 comments made by the town departments
16 regarding the proximity of the parking to the
17 backs of those residences on Kenlin Drive.
18 Typically, that's subject to the planning
19 board review. In this case it's important to
20 understand that's what the variance was
21 specifically granted for. The ZBA took a close
22 look at the justification for that variance
23 and granted that 10-foot setback and that's
24 what is proposed on the plan. So, although the
25 planning board can provide some comment on it,
I'm not sure how much they can enforce

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1 changing that parking setback against the rear
2 of those properties on Kenlin Drive.

3 Just one comment regarding - as part of
4 the variance conditions of approval, they're
5 proposing a small fence with trees and eight-
6 foot high fencing, I believe.

7 MR. LYNCH: There is high fencing at the
8 Norway Spruce trees are going to be planted at
9 a height between 8 and 10 feet.

10 MR. GRASSO: Which side of the fence are
11 those trees going to be on?

12 MR. LYNCH: They're going to be on the
13 parking side of the fence.

14 CHAIRMAN STUTO: What is the width of
15 that area?

16 MR. LYNCH: It's 10 feet.

17 MR. GRASSO: We feel that's adequate to
18 contain everything. It goes to my next
19 question.

20 I know that there is some fencing behind
21 some of the properties on Kenlin. It's
22 intended for those owners to keep that fence
23 or remove those fences - only because I see us
24 having a thin strip of a couple of feet
25 between the two fences.

1 MR. LYNCH: Some of the neighbors did
2 raise that. Some of them indicated that
3 they're going to keep their fence up and other
4 indicated that they may take it down. I think
5 that will be their prerogative. Our plan is to
6 put the fence right up to the property line
7 and their fences are set back from the
8 property line.

9 Joe, I can't compel them to take their
10 fences down or move their fences, but the idea
11 of us putting up the white vinyl fence - eight
12 foot high fence was actually something that
13 the neighbors really wanted us to do and we
14 actually had in our narrative to do it anyway.
15 So, we had a meeting of the minds on that
16 issue. Apart from the fence - as I indicated
17 earlier, one of the sticking points was that
18 some of the arborvitaes that had been
19 previously planted - they weren't watered and
20 they died. They looked terrible. So the idea
21 here is that this whole berm/landscaped area
22 are going to be part of the irrigation system
23 immediately. We did make a commitment to the
24 zoning board that as part of the construction
25 process, as soon as feasible in the context of
construction of the project - to get that

1 fence up and get that berm up and to get those
2 trees up as soon as practicable to serve as a
3 barrier at least to the extent that we can
4 during construction. There will likely be a
5 gap between our fence and the adjoining fence
6 of a foot or two.

7 MR. GRASSO: The reason why I bring it up
8 is as we go through the site plan review
9 process, there will be a couple of meetings
10 where the public is going to be invited to
11 attend and they may speak to that area there
12 and it's just something that I think that the
13 planning board, as they get the site plans in
14 for review, really focus on that area so
15 you're in a position to make some
16 recommendations or decisions regarding exactly
17 how that 10-foot strip is handled. I think
18 that generally what they're proposing appears
19 acceptable in terms of mitigating the impacts
20 of the parking against the rear of those
21 properties.

22 As peter mentioned, this is basically
23 Phase II of what appears to be a three phase
24 development project. We haven't had an
25 opportunity to look at what full development
of the site may be and I think that it may

1 help the planning board in the review of the
2 site plan and to look at the access
3 consideration both within the site and then
4 the potential cross access connections to the
5 adjacent properties to see possibly a full
6 development plan; even though it wouldn't be
7 binding on the applicant. It may be useful to
8 the Planning Board to see how the remainder of
9 the site could be developed and that's
10 something that you should consider whether
11 that is something that should be required as
12 the applicant puts together a concept site
13 plan.

14 MR. LYNCH: We don't' have a problem with
15 that.

16 CHAIRMAN STUTO: Do you have any ideas on
17 cross connectivity right now?

18 MR. GRASSO: During the review of the
19 chipotle, we had made a recommendation and it
20 was supported by some of the town departments;
21 Planning - is that there be established a
22 cross connection to the 99 Restaurant which is
23 just to the north on Wolf Road. Although the
24 applicant designed their site such that there
25 could be a possible cross access connection,
they were hesitant to construct one at this

1 time because of both sites having restaurants
2 on them and putting this applicant at a
3 competitive disadvantage by allowing the
4 adjacent neighbor to access through their
5 site. Nonetheless, we strongly support a cross
6 connection to the 99 parcel.

7 CHAIRMAN STUTO: Is 99 required to do
8 it;' is that what you're saying?

9 MR. GRASSO: They're not. There were no
10 conditions of that site plan approval to
11 provide cross connectivity.

12 CHAIRMAN STUTO: Does the applicant have
13 a view on it? We generally favor it.

14 MR. LYNCH: It's extremely problematic
15 for us.

16 CHAIRMAN STUTO: For what reason?

17 MR. LYNCH: Our competition and legal;
18 liabilities arising out of the access -

19 CHAIRMAN STUTO: We do that all the time.

20 MR. LYNCH: I understand that Peter. I'm
21 just telling you. You asked us our position
22 and it's very problematic for us.

23 CHAIRMAN STUTO: because of liability and
24 why else?

25 MR. LYNCH: Competition.

1 MR. GRASSO: I think that the way that it
2 was left when the chipotle was approved,
3 understanding that it could put this project
4 at a competitive disadvantage if the uses -

5 CHAIRMAN STUTO: Can someone explain that
6 to me? You win some and you lose some.
7 Wouldn't' it work out in the end and sort of
8 equalize itself?

9 MR. GRASSO: But you're encumbering this
10 project site without putting an equal
11 encumbrance on the adjacent property and I
12 think what was discussed was if that parcel
13 ever came up for redevelopment or was ever in
14 front of the town, seeking an additional
15 approval, at that time equal encumbrances to
16 both properties could be established. Then it
17 would be something that there would be a
18 competitive disadvantage is no longer as a
19 valid concern and something that the town
20 would look to implement. I think that the
21 intent would be to continue to link up the
22 properties along the wolf road corridor such
23 that people are not forced to go out.

24 On the other side of the 99 is the dry
25 cleaner business, which could very well come
up for redevelopment at some point in the near

1 future. On the other side of that is Wolf's
2 111.

3 The other thing - in terms of cross
4 access - this site is important because it's
5 just off of the Wolf Road corridor off of Sand
6 Creek Road and there are two - - are they both
7 banks?

8 MR. LYNCH: They're both banks. There is a
9 bank on the corner here and then there is a
10 bank at 103 Wolf. Actually, this bank at 103
11 Wolf has an access drive right at this point
12 here. So, they have their access off of Sand
13 Creek and Wolf Road. We're supportive of cross
14 connections to the properties along Sand Creek
15 Road. Obviously this property is advantageous
16 for access management because it could provide
17 a curb cut that's further away from Wolf Road.
18 So, it gets you out of some of the queuing
19 that occurs along Sand Creek Road at that
20 signal. So, if there is a way for this project
21 site to provide access to those properties and
22 in turn be able to eliminate or restrict the
23 movements out of those curb cuts, it would
24 definitely provide a public benefit for that.
25 That's something that should be considered. It
was also brought up by the town's engineering

1 department - - they say, "a driveway
2 connection at this time or in the future to
3 103 Wolf Road must be provided. Consideration
4 of providing a shared Sand Creek Road access
5 drive for lots, 459 Sand Creek Road, 103 and
6 105 Wolf Road should be given and coordinated
7 through the town highway division to improve
8 the corridor access management along this
9 portion of Sand Creek Road."

10 Obviously we've got a town department
11 that is also willing to assist in forwarding
12 that access management plan.

13 We're supportive at least conceptually of
14 the waiver of the parking in the front yard of
15 Sand Creek Road or understanding of the
16 location of the building and how that puts
17 parking closer to Sand Creek Road. Obviously
18 as they described it, there is probably going
19 to be another building there along Sand Creek
20 Road and we'll have to decide whether it's
21 appropriate to have parking there between that
22 last building and Sand Creek Road or if all of
23 the parking should be in between those two
24 establishments; the Texas Road House being one
25 and the future pad site up on Sand Creek Road
being the other.

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1 All of the other comments that have been
2 raised by the departments at this time, I
3 think, will be able to be worked out through
4 the planning process. In terms of SEQRA
5 review, it's an unlisted action pursuant to
6 SEQRA and the town attorney's office has just
7 recommended submission of a short EAF to
8 assist in the environmental review of the
9 project.

10 CHAIRMAN STUTO: Kathy?

11 MS. DALTON: Do you have plans for
12 signage on Wolf Road. It's so far set back. I
13 was wondering if at some point you were going
14 to ask.

15 MR. LYNCH: When we come back, we'll be
16 discussing that but we have a sign up here - a
17 pylon sign up here on Wolf Road, but it does
18 have room for the additional space. We may
19 need some variances on the signage. So, that
20 will be an issue.

21 MS. DALTON: That's not us.

22 MR. LYNCH: In answer to your question,
23 there is a monument sign up there already. We
24 believe that it has appropriate room and
25 appropriate space for Texas Road House. There
are some variances to work out on that.

1 MS. DALTON: I don't know if this next
2 question goes to you or to Joe.

3 Right now, to meet that 80 foot road
4 frontage requirement, we're using the frontage
5 off of Sand Creek. But if they put another
6 parcel on there, does that effect whether or
7 not -

8 CHAIRMAN STUTO: Will these parcels be
9 merged?

10 MR. LYNCH: They're going to be merged as
11 part of the process of all the buildings on
12 the site will have equal rights to the road
13 frontage on both Wolf and Sand Creek Roads.

14 CHAIRMAN STUTO: As I see t, it's not a
15 violation but I'm happy to listen to Elena or
16 Joe on that. I think that solves the problem.

17 MR. GRASSO: In terms of how it's going
18 to be calculated -

19 MS. DALTON: The parcels will be joined,
20 right?

21 MR. GRASSO: It will be a combination of
22 the road frontage on both roads added
23 together. Multiply that times 80 percent and
24 that's what's going to be required of the
25 project.

1 CHAIRMAN STUTO: She's talking about the
2 80 foot frontage.

3 MS. DALTON: Like if you had a key hole
4 entrance there and then you could then walk to
5 the back, that wouldn't count. The reason why
6 this works is because they joined the parcels.

7 MR. GRASSO: That's correct.

8 MR. LYNCH: That existing parcel is a
9 good example of a key hole lot. The one that
10 we're going to buy in the back - they
11 basically have a driveway and it runs that
12 whole course back to back here. But our goal
13 is to acquire the lot, assemble it with the
14 other three lots into a signal lot and all of
15 the uses would enjoy the benefit of that road
16 frontage.

17 MS. DALTON: Thank you.

18 CHAIRMAN STUTO: Lou?

19 MR. MION: I'm looking here at the plans
20 for the parking. Is that the parking where the
21 slants are?

22 MR. LYNCH: Yes.

23 MR. MION: Against the building?

24 MR. LYNCH: Correct.

25 MR. MION: So, we're going to have six?

 MR. LYNCH: Correct.

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1 MR. MION: Thank you.

2 CHAIRMAN STUTO: Brian?

3 MR. AUSTIN: My only concern is from a
4 layman's perspective. The placement of the
5 building - it's so far back and the signage on
6 Wolf Road I'm sure will help and there is
7 going to be some signage on Sand Creek as well
8 - potentially?

9 MR. LYNCH: Potentially.

10 MR. AUSTIN: Other than that, there
11 really is no disability for the building
12 itself.

13 MR. LYNCH: Brian, the fact of the matter
14 is the building itself stands out and that was
15 the location factor for Wolf Road. The
16 visibility from Sand Creek is clear and we
17 believe that it's going to have ample
18 visibility and we worked extensively with the
19 people from Texas Road House. Arthur
20 Harrington is from Texas Road House and I'm
21 sure that they're very interested in making
22 sure that their project is a success. That
23 location became a major discussion. From our
24 perspective - we're like the middle man here.
25 We're coming here to ask you guys for approval
but we're also trying to satisfy our tenant's

1 request and that's the location that they
2 want.

3 MR. AUSTIN: I think that it's a good
4 location for it but I haven't been out to the
5 site myself yet to look it over. I'm sure that
6 it will work.

7 CHAIRMAN STUTO: Tim?

8 MR. LANE: I don't' have anything.

9 CHAIRMAN STUTO: Mike?

10 MR. SULLIVAN: The one question that I
11 had on the buffer has been answered. I was
12 concerned about that. I applaud you reaching
13 out to the neighbors. I think that will
14 certainly help moving forward.

15 I would like to investigate any cross
16 connect to the banks, if that would be an
17 issue moving forward.

18 MR. LYNCH: I'll have to tell you that
19 we'll take a look at it with the engineers but
20 that is extremely difficult right there. Just
21 by virtue of the existing facilities. Also, if
22 we do that, for example, if we add a cross
23 connect here, we're losing parking spots.
24 We're gaining nothing.

25 CHAIRMAN STUTO: Do you share a driveway
with them?

1 MR. LYNCH: No, we don't'.

2 CHAIRMAN STUTO: Theoretically, could
3 you?

4 MR. LYNCH: Peter, I don't' know why we'd
5 want to. It's essentially a drive way. That
6 access to that back doesn't help us in any
7 way, shape or form. Again, realizing that
8 we're the applicant, but we're interested in
9 very zealous in protecting the interests of
10 our uses of the site and our tenants. One
11 thing that Mr. Burke did have the foresight to
12 do was to gather an assemblage of these
13 properties so that when he redeveloped 105
14 Wolf Road, he had the ability to have the
15 cross access to sand Creek and in turn Sand
16 Creek had the ability to do Wolf Road. There
17 is, just internally amounts his own property,
18 this cross connection being implemented.

19 CHAIRMAN STUTO: Okay, we'll think about
20 it.

21 Karen?

22 MS. GOMEZ: You've answered all my
23 questions.

24 CHAIRMAN STUTO: Our aerial shows the old
25 office building. It's obvious the improvements
that you have done and that you're going to do

1 are going to be an improvement. Clays was an
2 eyesore, it seems like since I've been in
3 Junior High School, which is a long time ago.

4 MR. LYNCH: It became a matter of police
5 intervention because there were various
6 vagrants that would break into the place and
7 set up shop. It was a real problem.

8 CHAIRMAN STUTO: Think about the cross
9 connectivity. I have a strong bias in favor of
10 that, if possible. We look forward to hearing
11 from the neighbors the next time you come in.
12 They may offer something that we hadn't
13 thought of.

14 MR. LYNCH: Thank you for your
15 consideration.

16 CHAIRMAN STUTO: Thank you.

17

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19

20 ***(Whereas the above entitled proceeding***

21 ***was concluded at 8:42 p.m.)***

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CERTIFICATION

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

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11 _____
12 ***NANCY STRANG-VANDEBOGART***

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14 ***Dated September 4, 2012***