

TOWN BOARD MEETING
UNION, NEW YORK

-----x
In the Matter of:

Fairmont Park Water Main Project
-----x

September 21, 2020
3111 East Main Street
Endwell, New York 13760

APPEARANCES:

FOR THE TOWN OF UNION

RICHARD MATERESE
Town Supervisor

SARA ZUBALSKY-PEER
Planning Director

THOMAS AUGOSTINI
SANDRA BAUMAN
FRANK BERTONI
HEATHER STALEY
Board Members

ALAN POPE
ROSE POPE
Town Attorneys

LEONARD PERFETTI
Town Clerk

Digitally recorded proceeding,
Transcribed by: Ria Jara
Czerenda Court Reporting
71 State St.
Binghamton, NY 13901

1 (On the record)

2 MR. RICHARD MATERESE: Do you know if anybody
3 else is going to show up tonight?

4 MR. PERFETTI: Staley.

5 MR. MATERESE: Okay. All right. Let's get
6 started. Salute the flag please.

7 ALL: I pledge allegiance to the Flag of the
8 United States of America and to the Republic for which it
9 stands, one Nation under God, indivisible, with liberty
10 and justice for all.

11 MS. ROSE POPE: Is that okay for you?

12 MALE VOICE: No. There's no comma there. It's
13 one Nation under God. No, it's not.

14 MALE VOICE: Yes. But when you learn it in
15 first grade, you only take it two words at a time. So
16 [interposing] under God.

17 MALE VOICE: That's true.

18 MR. MATERESE: Okay. We'd like to welcome you
19 to this special town meeting for a public hearing. Mr.
20 Perfetti, do you want to read the notice of the public
21 hearing.

22 MR. LEONARD PERFETTI: Yeah. Pursuant to an
23 emergency order of the Government of New York State,
24 notice is hereby given that a public hearing of the Town
25 of Union will be held on Monday, September 21st, 2020 at

1 7:01 p.m. via Zoom conference to consider the Fairmont
2 Park Water Main Project in accordance to Article 2,
3 Section 202 of the New York State and the Domain Procedure
4 Law. Consider public comments for proposed eminent domain
5 taking an easement interest on property owned by Richard
6 and Laurie Jones located at 5 Woodland Ave., Johnson City,
7 New York 13790. Tax Map number 14211152 in 7 Woodland
8 Avenue, Johnson City, New York 13790. Tax Map number
9 14211128 for Town of Union public safety and improvement
10 project known as Town of Union Fairmont Park Water Main
11 Project. This was published and posted on September 9th
12 through the 13th. And I'm going to read the order about
13 the wearing of mask and all that.

14 MR. MATERESE: Well, we're all here and I think
15 we're okay with the mask.

16 MR. PERFETTI: Okay.

17 MALE VOICE: Yes.

18 MR. MATERESE: Okay.

19 MALE VOICE: It means we can get closer to
20 normal.

21 MR. PERFETTI: Could we have one more person in
22 this meeting?

23 MR. MATERESE: Okay.

24 MR. PERFETTI: It's connecting. Okay.

25 MR. MATERESE: Okay. You've heard this notice

1 of public hearing. At this time we invite comments
2 relative to this particular hearing. And that's all we're
3 doing tonight, is having this public hearing on this
4 topic.

5 MALE VOICE: As a formality, do we have to go
6 through all the other things and just say nothing tonight
7 or something?

8 MR. MATERESE: I don't think so. Do we?

9 MS. POPE: No. But we're starting with the
10 commentary.

11 MR. MATERESE: Yeah.

12 MS. POPE: We're going to get through that,
13 then we're going to proceed.

14 MR. MATERESE: Okay. If you want, I mean we can
15 if you want to.

16 MR. PERFETTI: All right. I don't want any
17 question about the meeting?

18 MR. MATERESE: No. Okay.

19 MR. PERFETTI: If it's -- (interposing)

20 MR. MATERESE: I believe though the meeting is
21 specifically for this public hearing. So we don't have
22 any --

23 MR. PERFETTI: No other business, okay.

24 MR. MATERESE: -- no other business.

25 MR. PERFETTI: Okay.

1 MR. MATERESE: So if there's anyone who wishes
2 to speak, we please ask that you go to the blue (sounds
3 like) box over there or let us know on Zoom. Please give
4 us your name. Clearly state your name and your address
5 for the record. So if you wish to speak, please do so.

6 MS. POPE: Well, first let's have Sara to do a
7 presentation on the project.

8 MR. MATERESE: I'm sorry. Let's have --

9 MS. POPE: Let's have Sara explain the project
10 first.

11 MR. PERFETTI: Let's all check on Zoom if we can
12 hear --

13 MR. MATERESE: Say what?

14 MR. PERFETTI: Do you want to check to make sure
15 that they can hear us on Zoom?

16 MR. MATERESE: Okay. Can you on Zoom hear us?
17 I can't -- how do I tell?

18 MR. PERFETTI: Press this one. Just ask her to
19 make sure.

20 MR. MATERESE: Okay. Ready?

21 MR. PERFETTI: Okay.

22 MR. MATERESE: Can you hear us, ma'am? Yes?
23 Okay. All right, so we're going to have our Director of
24 Planning speak to the project before we have the public
25 hearing.

1 MS. POPE: Well, first Sara is going to make her
2 presentation. Then Mr. Jones, as the property owner, gets
3 to speak.

4 MR. MATERESE: Right.

5 MS. POPE: And we make it open to the public.

6 MR. MATERESE: Okay. Sara.

7 MS. SARA ZUBALSKY-PEER: So I'm basically just
8 going to read the report and then on with the synopsis of
9 the project and the process that it went through just like
10 the other time.

11 MR. MATERESE: Should she come up to this
12 microphone here?

13 MR. PERFETTI: Yeah. If she could get on --

14 MR. MATERESE: Would you come over to this
15 microphone please?

16 MS. ZUBALSKY-PEER: This one?

17 MR. MATERESE: Yeah.

18 MS. ZUBALSKY-PEER: I get to sit on one of the
19 big chairs. Okay. So I'll just read the synopsis of the
20 project and then go through -- for Rose, I have the maps
21 here and the appraisal. That way, we have all the
22 documents with us that we need.

23 MR. MATERESE: Okay.

24 MS. ZUBALSKY-PEER: So I'm just going to read
25 this:

1 The Fairmont Park Water Main Improvement Project
2 will bring the current public water distribution system up
3 to current health department standards. The existing
4 water distribution system is not adequately sized for the
5 supply/demand of the neighborhood and is unable to allow
6 for new construction as currently configured due to the
7 health department regulations that are more stringent than
8 when the subdivision was originally built.

9 These existing water mains are 3/4-inch and 1-
10 inch lines. Additionally, the existing lines are not
11 looped and the current system requires periodic hydrant
12 flushing. This project will upsize the water lines to 8-
13 inch lines and will loop the system thus providing
14 increased public safety and increased public health by
15 ensuring adequate water supply volume and pressure.

16 The project is located in the Fairmont Park
17 neighborhood in the Town of Union, New York, and requires
18 temporary and permanent easements on portions of privately
19 owned property located at 5 and 7 Woodland Avenue, Johnson
20 City, New York.

21 The project requires a 1,687 square foot and 122
22 square foot temporary easement to allow access for
23 excavation and construction of the water mains at 5
24 Woodland Avenue and 7 Woodland Avenue respectively.

25 The project requires a 3,620 square foot

1 permanent easement at 5 Woodland Avenue to allow for
2 future maintenance of the water mains as needed. These
3 easements are required in order to loop the system per
4 health department standards. The property at 5 Woodland
5 is adjacent to an existing earthen levee that provides
6 flood protection to the neighborhood. Water mains must be
7 located as designed due to limits of excavation placed in
8 the design due to the proximity to the toe of the levee.
9 Because of the health department requirements, the
10 location of the existing levee and the stated goal of
11 addressing public safety concerns related to deficiencies
12 in the existing water distribution system, this project
13 cannot be located anywhere other than the proposed
14 location.

15 During the preliminary design concept, the Town
16 of Union considered alternatives that would protect the
17 health and property of residents and property owners
18 within the Fairmont Park neighborhood. These alternatives
19 included a no action alternative, a no looping
20 alternative, a construction on town-owned property only
21 alternative, and the proposed action. The Town determined
22 the only practicable alternative is to address the
23 inadequate water distribution system by upsizing the lines
24 and looping the system to provide adequate water supply to
25 the residents of the neighborhood.

1 This determination was based on the project
2 purpose of providing improved public health and safety
3 benefits through adequate water supply to the residents in
4 the Fairmont Park neighborhood and meeting current health
5 department standards; the need to provide increased fire
6 suppression capabilities to the Fairmont Park
7 neighborhood; to prevent the need for a periodic hydrant
8 flushing to ensure adequate water distribution; to allow
9 for reinvestment in the neighborhood and opportunity for
10 new construction; the ability to mitigate risk and
11 minimize impacts on public health for the Town citizens;
12 and, to prevent encroachment on and the potential
13 compromising of the integrity of the existing earthen
14 levee that provides flood protection to Fairmont Park.

15 The improved water distribution system provided
16 by the project will benefit the public by increasing daily
17 quality of life with increased water volume and pressure
18 for residents in the neighborhood, providing updated
19 public infrastructure assets that meet current health
20 department standards, and most importantly providing
21 increased health and safety for citizens.

22 The Town mailed a letter to Richard and Laurie
23 Jones at 7 Woodland Avenue on July 6, 2020. I also sent
24 an email to Laurie Jones on August 24, 2020 with documents
25 pertaining to the proposed easements. I sent a follow up

1 email to Ms. Jones on August 31, 2020 to ensure that she
2 had received the documents.

3 An appraisal was completed to determine the
4 value of the easements, and that evaluation was provided
5 to Ms. Jones on August 31, 2020. The Town of Union
6 supervisor, Richard Materese, and I spoke with Laurie
7 Jones on the phone on August 31st and met with her at her
8 7 Woodland Avenue property that same afternoon to hand
9 deliver all documents related to the proposed easements.

10 Town Attorney Rose Pope informed me that Richard
11 and Laurie Jones attended the public board meeting on
12 September 2nd and discussed their concerns related to the
13 easement at 7 Woodland Avenue. After discussion with the
14 project engineer and construction manager, the Town
15 determined a way to complete the work without impacting
16 the property at 7 Woodland Avenue. I sent Ms. Jones an
17 email on September 3rd explaining the proposed changes to
18 how construction could be performed and explained that
19 time was of the essence for the construction timeline.
20 Ms. Jones had previously indicated they will be willing to
21 sign the easement; however, responded later that day that
22 they were not willing to sign leaving the Town no choice
23 but to proceed with the eminent domain process.

24 MS. POPE: For the record, I'd like to mark
25 Sara's project synopsis as Exhibit 1. Thank you.

1 MR. MATERESE: And may I ask a clarification
2 question?

3 MS. ZUBALSKY-PEER: Okay.

4 MR. MATERESE: Okay. So just for clarification,
5 I'm sure this is what you just read, but in the original
6 thought it was going to be an easement on two properties -
7 5 and 7. And now we eliminated 7 and are just looking for
8 an easement at 5. Is that correct?

9 MS. ZUBALSKY-PEER: I believe, yes. We can do
10 the work just on 5, but we did include both properties on
11 the eminent domain just in case.

12 MR. MATERESE: Okay. Thank you. Is it Mr.
13 Jones?

14 MS. POPE: I'm sorry. Just one more thing, for
15 the record, I'd like to add two affidavits of service
16 showing that Richard and Laurie Jones were served the
17 public hearing notice - properly served.

18 MR. MATERESE: Okay. Now may I have Mr. Jones
19 please?

20 MS. POPE: Yes.

21 MR. MATERESE: Mr. Jones, would you like to
22 speak?

23 MR. RICHARD JONES: Yes, please.

24 MR. MATERESE: You don't -- you can take the
25 mask off if you want.

1 MR. JONES: I'll leave it.

2 MR. MATERESE: Okay.

3 MR. JONES: My name is Richard Jones. I live at
4 7 Woodland Ave. in Johnson City, New York. The reason I'm
5 here is to challenge the proposed eminent domain maps that
6 I've received, which included 5 Woodland Ave. and 7
7 Woodland Ave. According to these maps, you are looking
8 for an easement through 5 and 7. In a small portion of 7
9 where you want to put a temporary easement, where the pipe
10 you've dug, there are two trees. This is two trees that
11 are 4-foot in diameter and 80-foot tall. I don't quite
12 understand what you're going to do with the trees.
13 Nothing was mentioned about taking them down in the
14 appraisal or replacing them.

15 There is also a chain-link fence on my property
16 and nothing was mentioned about that at all. Is that
17 going to be removed or replaced? You know, there are a
18 lot of things here that aren't clear.

19 The permanent easement that is required is not
20 even on 7 Woodland Avenue, so I don't understand. You're
21 going to put the pipe on 5 and 7, but the permanent
22 easement is only on 5. This doesn't line up so I'm
23 challenging it.

24 MR. MATERESE: Sara, do you have any response to
25 that?

PROCEEDING

1 MS. ZUBALSKY-PEER: I mean as far as, you know,
2 the appraisal, it's just what was done for us. If there's
3 anything, like a chain-linked fence, that would have to be
4 temporarily removed for construction, we would always
5 replace that in kind.

6 As far as the trees, I don't know exactly what
7 they look like. I'd have to come out and look at them.
8 But I did talk to the engineer and the construction
9 manager and they felt that they could do the work without
10 having to disturb the area of the trees.

11 As far as the question about the temporary and
12 the permanent, so they wouldn't need a permanent easement
13 for this tiny section here because they would be able to
14 do any maintenance they would need from this permanent
15 easement that we would have here.

16 MR. JONES: Those are temporary easement. They
17 still install the pipe.

18 MS. ZUBALSKY-PEER: Right.

19 MR. JONES: The permanent easement does not
20 include the temporary easement.

21 MS. ZUBALSKY-PEER: Correct.

22 MR. JONES: It's off to the side of it.

23 MS. ZUBALSKY-PEER: Yeah. It's --

24 (interposing)

25 MR. JONES: And you're going -- I don't

1 understand how that works.

2 MS. ZUBALSKY-PEER: The temporary easement is
3 much wider and that's so that they can --

4 MR. JONES: No. The permanent easement is my
5 point.

6 MS. ZUBALSKY-PEER: I apologize. Yes, this is
7 the permanent easement.

8 MR. JONES: Right.

9 MS. ZUBALSKY-PEER: This provides them
10 additional access for getting -- if they had to get the
11 trucks in there and the equipment needed to do the
12 excavating.

13 MR. JONES: That's the temporary easement.

14 MS. ZUBALSKY-PEER: Yes.

15 MR. JONES: This is what you have now.

16 MS. ZUBALSKY-PEER: Yeah, that's what the
17 temporary easement is for.

18 MR. JONES: When you read the statement, you
19 said the temporary easement is where the pipe is going to
20 go.

21 MS. ZUBALSKY-PEER: The permanent easement is
22 where the pipe will actually be. The temporary --

23 MR. JONES: Can we go back to what you read?

24 MS. ZUBALSKY-PEER: Sure. I'm not sure which
25 section you're referring to exactly.

1 MR. JONES: The temporary easement is to
2 install, but --

3 MS. ZUBALSKY-PEER: So the project requires
4 temporary easements to allow for excavation and
5 construction of the water mains.

6 MR. JONES: Okay.

7 MS. ZUBALSKY-PEER: The permanent easement is to
8 allow for future maintenance of the water mains as needed.

9 MR. JONES: So what that says to me is that
10 you're going to take a temporary easement and put the pipe
11 there through the trees. The permanent easement is off to
12 the side of all that. And I don't know. I just heard
13 (sounds like) so many things.

14 MR. MATERESE: All right. That's a great
15 clarification question. So as I understand, and I could
16 be wrong, the temporary easement is for the trucks and
17 things to move on that property to bring the stuff there
18 but not to dig on that property.

19 MR. JONES: Right.

20 MR. MATERESE: The digging is on 7. Is that
21 correct?

22 MS. ZUBALSKY-PEER: Other way - on 5.

23 MALE VOICE: On 5.

24 MS. ZUBALSKY-PEER: Seven is the tiny corner
25 with the trees.

1 MR. MATERESE: I'm sorry. Yes. I'm sorry.
2 Seven is the --

3 MR. JONES: But that's not what you read.
4 Excavation is in the temporary --

5 MS. ZUBALSKY-PEER: To allow for excavation so
6 they can stage the vehicles.

7 MR. MATERESE: To allow for it. Not to excavate
8 there, to bring the trucks and do that.

9 MS. ZUBALSKY-PEER: Yeah. So they could stage
10 the vehicles on that temporary easement to do the
11 excavation for them.

12 MR. JONES: Okay. (Indiscernible), okay.

13 MS. ZUBALSKY-PEER: I'm glad you asked that.
14 That is good clarification.

15 MR. MATERESE: Yes. Actually, an excellent
16 question.

17 MR. JONES: It doesn't really make sense why you
18 have a temporary easement and then a permanent easement to
19 the side of it, but okay. But then why do we need a
20 temporary easement on 7 Woodland Avenue?

21 MS. ZUBALSKY-PEER: We don't anymore because I
22 asked them if they could stage their equipment here and
23 from the other property.

24 MR. JONES: So why did they think of it in the
25 first place?

1 MS. ZUBALSKY-PEER: It would have made it much
2 easier for them, but I asked them specifically if they
3 could do it without disturbing that corner of the
4 property.

5 MR. JONES: But they never needed it in the
6 first place because there are two trees there that are
7 going to get in the way. Right?

8 MS. ZUBALSKY-PEER: This was designed by the
9 engineering company and the consultant that did the
10 surveying. They said that they felt they would need that
11 in the first place. Regardless --

12 MR. JONES: I do think they should go back and
13 refigure.

14 MS. ZUBALSKY-PEER: Well, I mean regardless.
15 Now I have spoken to them and they feel that we could do
16 it without needing that.

17 MR. JONES: Okay. Well, now I still have a
18 concern.

19 MS. ZUBALSKY-PEER: Sure.

20 MR. JONES: Because I have a 4-foot diameter
21 tree. It's 80-feet tall. It has a root system. It could
22 be as wide as it is tall. What happens to the trees if
23 they're damaged?

24 MS. ZUBALSKY-PEER: I'm going to ask Rose. I
25 don't know if there's any liability for the Town there or

1 not.

2 MS. POPE: Well, maybe the Town has or they
3 don't. We're not talking specifically about trees. It's
4 any excavation that would be done would be fixed and
5 replaced. As far as the Town replacing the tree, I think
6 that falls into a board decision as to, you know, not
7 replacing but taking out.

8 MR. MATERESE: Well, and I believe that if it's
9 determined that the work destroyed the tree and caused it
10 to --

11 MS. POPE: Die.

12 MR. MATERESE: -- die, I believe this board
13 would pay for the removal of that tree if in fact we did
14 cause it.

15 MALE VOICE: That's a separate issue though.

16 MR. MATERESE: That's a separate issue.

17 MALE VOICE: In other words, at any time that
18 somebody comes in and says something we did caused
19 something, then that would be handled individually.

20 MR. MATERESE: Correct. Correct.

21 MR. JONES: Well, then in the planning of this,
22 shouldn't they have taken the trees into consideration
23 before seeing how they wanted to use that for putting
24 their trucks and that kind of thing.

25 MS. ZUBALSKY-PEER: I think the intention was --

PROCEEDING

1 we always ask them whenever they design things to try to
2 leave vegetation, especially when it's on private
3 property. So I believe that's why they did not include
4 any removal of the trees. As far as concerns about the
5 root system, I don't know how much that was considered.

6 MR. JONES: Well, now we know.

7 MS. ZUBALSKY-PEER: Yeah.

8 MR. JONES: But, you know, do I get something in
9 writing that says if the trees died you deal with it?

10 MS. POPE: No, because --

11 MR. MATERESE: No. I think there has to be a
12 determination that what we did caused the death of the
13 tree. Then it would come back to us and I believe this
14 board -- Frank, you've done this before. This board would
15 honor that. That's the way I understand it.

16 MR. FRANK BERTONI: So for example, and maybe
17 this is not a good example, a snowplow hits a mailbox,
18 right? And they come in and they say your snowplow hit
19 our mailbox. Then we turn it to our insurance company to
20 see if we actually did it and they do some sort of report
21 or something. So I would think something similar like
22 that, that you would come in and make a claim. And then
23 we would have to decide how to handle it. Then it goes
24 out to whoever does that kind of investigation and we'd go
25 from there. I mean, you know.

1 But I mean it will be -- I would assume, you
2 know, 20 years from now the tree dies, you can't come back
3 and say, well, 20 years ago when you dug the hole that
4 made -- you know what I mean? So somebody has to go out
5 and make that determination, that the actual digging is
6 what we did it. I don't think we do that. I mean, you
7 know, the board doesn't come out and do that. It's
8 somebody.

9 MR. JONES: Okay. And I also mentioned the
10 fence. That was never mentioned in any of the appraiser's
11 figures.

12 MR. MATERESE: Excuse me. So is the fence on 5,
13 on 7, on both?

14 MR. JONES: On both.

15 MR. MATERESE: It's on both. So no matter what
16 happens, the fence will be impacted?

17 MR. JONES: Oh, definitely.

18 MR. MATERESE: Okay.

19 MR. BERTONI: They usually take it down. Put
20 the line in and put the fence back I think.

21 MS. ZUBALSKY-PEER: Yeah. Any kind of
22 disturbance like that, they have to replace in kind. And
23 we always make --

24 MR. JONES: Well, it doesn't say that and placed
25 in the paperwork that I received.

1 MS. ZUBALSKY-PEER: Okay.

2 MR. JONES: And, you know, I still have concerns
3 and I still am challenging it. And I object to it because
4 I think there's a strong possibility there's going to be
5 damage to the trees. There's no way they're going to dig
6 within five feet of those trees and not do damage to them.
7 So I have concerns.

8 MR. MATERESE: No. Thank you. We appreciate
9 that.

10 MR. JONES: Well, I really hope that somebody
11 goes and looks before they dig.

12 MR. MATERESE: Would anyone on the Zoom call
13 like to speak? Is somebody talking there?

14 MR. PERFETTI: They have to unmute.

15 MR. MATERESE: Unmute if you are wanting to
16 speak. I see lips moving but I don't see --

17 MS. LAURIE JONES: Can you hear me?

18 MR. MATERESE: Now we can.

19 MS. JONES: I'm not part of the --

20 MR. MATERESE: Sure. Please identify yourself.

21 MS. JONES: (Indiscernible) temporary easement
22 on 7.

23 MR. MATERESE: Excuse me. Could you identify
24 yourself and where you live please?

25 MS. JONES: I'm Laurie Jones. I live in 7

1 Woodland Ave.

2 MR. MATERESE: Okay. Thank you.

3 MS. JONES: You're saying it's a temporary
4 easement on 7.

5 MR. MATERESE: Well, there's a temporary
6 easement on 7. That's what this is saying right now, yes.

7 MS. JONES: Okay. Does that show up on our
8 deed?

9 MR. MATERESE: On the deed.

10 MS. ZUBALSKY-PEER: On your deed? You mean
11 after we take the easement? The temporary easement, no, a
12 temporary easement goes away. It's just for construction
13 purposes. Once the construction is done --

14 MS. JONES: So it's not going to be on our deed
15 if we try to sell our house?

16 MS. ZUBALSKY-PEER: For 7, no. No. We don't
17 record a temporary construction easement. That is just
18 what it says. It's temporary until the construction is
19 over. Then that easement is done. It's not recorded
20 where anybody could search it. A permanent easement is,
21 but not a temporary.

22 MS. JONES: Okay. That was my question. Thank
23 you.

24 MR. MATERESE: Thank you. Mr. Jones, go ahead.

25 MR. JONES: I've been thinking about this.

1 Since my wife brought it up, the information that was sent
2 to us - which you and Michelle (phonetic) brought to my
3 house - has the deed for 7 and 5.

4 MR. MATERESE: Correct.

5 MR. JONES: Why would it?

6 MR. MATERESE: Because at that point that was
7 what we were -- they had proposed. The engineers had
8 proposed it at that point when we came to your house.
9 After talking to you, after that --

10 MR. JONES: We're still dealing with what they
11 initially proposed. That's what this eminent domain is
12 about.

13 MR. MATERESE: Yes. Yes.

14 MS. ZUBALSKY-PEER: Yes. So when they prepared
15 these packets, it's just all the information on the
16 property so we know exactly legally which property we're
17 dealing with. But Rose said the temporary one will not
18 impact the deed whatsoever. This is just part of the
19 information.

20 MR. JONES: It does not deal with --

21 MS. ZUBALSKY-PEER: Yeah. Yeah. That's just
22 part of the information that the consultant provided to
23 make sure that we knew exactly which legal property we
24 were talking about.

25 MR. JONES: (Indiscernible)

1 MR. MATERESE: And so when we came to your
2 house, we were going on the engineer's recommendation that
3 they needed both properties.

4 MR. JONES: But they didn't? Now they don't,
5 right?

6 MR. MATERESE: Now they don't. And that's
7 partially because of what you brought to our attention at
8 the meeting after that. So we went back and asked them,
9 can you redo this? And they said, yes, we can redo it
10 without having to --

11 MS. ZUBALSKY-PEER: A lot of that decision
12 depended on the contractor, depending on project manager
13 (indiscernible). He met out on site with the onsite
14 excavator and discussed it with him. And he really is the
15 one that made that final determination that he didn't
16 actually need that easement.

17 MR. JONES: Okay. So if you're proposing to
18 change this whole thing, there will be a new drawing that
19 will show exactly where the new easement will be?

20 MS. ZUBALSKY-PEER: It's still going to be these
21 same easements.

22 MR. JONES: Well, that isn't going to work,
23 right?

24 MS. POPE: No. It's the same easements on 5.
25 And if there's a temporary easement, you're talking about

1 7 and the temporary easement, that goes away.

2 MR. JONES: The whole temporary easement goes
3 away.

4 MS. POPE: Once the work is done, yeah. And so
5 does the temporary easement on 5. The only thing that
6 remains is the permanent easement shown on the map, which
7 I don't have with me, when the pipe is done. Okay? So no
8 maps are going to change.

9 MALE VOICE: The temporary easement is just so
10 they can drive on the property and deliver all of the
11 stuff. Then they drive away. They use it. Once it goes
12 in the ground, that all goes away.

13 MR. JONES: You may want to keep telling me
14 that, but that's not what that paper says.

15 MR. MATERESE: But again, that was the original
16 thing that was given to you. That was the plan.

17 MR. JONES: Right. Well, that's what not
18 (indiscernible)

19 MR. MATERESE: Right. And that's the plan right
20 now.

21 MR. JONES: To go with the original plan?

22 MR. MATERESE: No. That's why this public
23 hearing is being held.

24 MR. JONES: Okay.

25 MR. MATERESE: Because we're going with that, to

1 discuss that original plan. That can change.

2 MR. JONES: Good.

3 MR. MATERESE: So from this point on we can then
4 just say -- if I understood you correctly, sir, the
5 contractor said everything could be done on 5 and not even
6 touch 7, so that could still happen. That would just be a
7 choice by the contractor to do. So would that -- that can
8 happen and should happen, I'm thinking. But right now
9 this public hearing was for those papers.

10 MR. JONES: Okay. Well, that's what I'm here.
11 You know, challenging this, the original proposal.

12 MR. MATERESE: Right.

13 MR. JONES: And I think I have a legitimate
14 challenge because there are trees there. So that being
15 said, if you're going to do something, this is null and
16 void and you're going to give me new information.

17 MS. ZUBALSKY-PEER: So the temporary easement at
18 7 Woodland is the one that we can do away with. These
19 will not change at all. These two that are on Woodland
20 have to stay this way. There's no other way, shape, or
21 form they could design it to run the pipes to loop it.
22 That these are going to stay exactly the same no matter
23 what.

24 MR. JONES: I guess I don't understand why you
25 need some to be temporary and not all of it temporary.

1 MS. ZUBALSKY-PEER: Because they still have to
2 be able to access to do the work. They still have to be
3 able to --

4 MR. JONES: The permanent easement is 20 feet
5 wide.

6 MS. ZUBALSKY-PEER: Correct. Because when they
7 have to do maintenance on it, they don't have to bring in
8 the big machinery. They don't have to deliver the pipe
9 and stage it there. To do maintenance on it will just be
10 like a normal vehicle and a crew that would have to do any
11 type of maintenance on it.

12 MR. MATERESE: So that's a smaller easement.

13 MS. ZUBALSKY-PEER: Yes. And it's just --

14 MR. MATERESE: The permanent easement is smaller
15 than the temporary.

16 MS. ZUBALSKY-PEER: Correct.

17 MR. JONES: Well, I'm still challenging the
18 original and that's because you're showing that you're
19 going to go in to 7. I don't want that to happen because
20 there are trees there. I do want something saying if
21 there's any damage to the trees, you will deal with it.

22 MS. POPE: Well, we've already said that's not
23 going to happen. Sara, I'm sorry. Sara, can you just
24 tell me Exhibit 2 would be which map? Would that be --

25 MS. ZUBALSKY-PEER: Do you care what order I do

1 MR. MATERESE: We're not closing it yet?

2 MS. POPE: No. No. The public hearing will
3 remain open for seven days. For regular comments --

4 MR. MATERESE: Yes. I'm sorry.

5 MS. POPE: -- we receive, and it will be closed
6 on September 28th at a special meeting.

7 MR. PERFETTI: At 7:00 p.m.

8 MR. MATERESE: At 7:00 p.m.

9 MS. POPE: At 7:00 p.m.

10 MR. PERFETTI: One week from tonight.

11 MS. POPE: So we we'll (inaudible).

12 MR. MATERESE: Correct. But I'm closing this
13 version. Writing can continue.

14 MR. PERFETTI: No.

15 MS. POPE: No. No. We leave it open. It has
16 to stay open.

17 MR. PERFETTI: Just move on.

18 MR. MATERESE: Okay.

19 MR. BERTONI: It stays open.

20 MR. MATERESE: All right. I stand corrected.

21 MR. PERFETTI: See any other business.

22 MR. MATERESE: Okay, seeing that there's no
23 other business, Mr. Bertoni.

24 MR. BERTONI: I make the motion we adjourn.

25 MS. HEATHER STALEY: I second.

1 MR. MATERESE: You've heard the motion by Mr.
2 Bertoni and seconded by Ms. Staley to adjourn.

3 MR. PERFETTI: At 7:37.

4 MR. MATERESE: At 7:37. All those in favor, say
5 aye.

6 ALL: Aye.

7 MR. MATERESE: Opposed? Nay? None? Okay. We
8 are adjourned. Thank you everyone.
9

10

11 C E R T I F I C A T E

12 I, Ria Jara, certify that the foregoing transcript of
13 proceedings in the Union Town Board Meeting, State of New York,
14 was prepared using digital transcription software and is a true
15 and accurate record of the proceedings.

16

17

18 

19 Signature: _____

20 Date: September 24, 2020