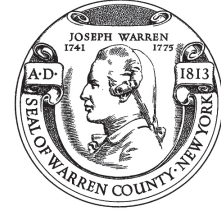


# Warren County Board of Supervisors

WARREN COUNTY MUNICIPAL CENTER  
1340 STATE ROUTE 9  
LAKE GEORGE, NEW YORK 12845-9803



Telephone 518-761-6535  
Fax 518-761-7652

Ronald F. Conover, Chairman

Amanda Allen, Clerk of the Board

## NOTICE OF SPECIAL MEETING

### TO THE MEMBERS OF THE BOARD OF SUPERVISORS OF WARREN COUNTY:

You are hereby notified that I, RONALD F. CONOVER, Chairman of the Board of Supervisors of the County of Warren, pursuant to the power vested in me by Rule A.3 of the Rules of the Board of Supervisors, hereby call and convene a special meeting of the Board of Supervisors of Warren County to be held in the Supervisors' Room in the Warren County Municipal Center, Town of Lake George, New York, on **APRIL 4, 2017 AT 10:00 A.M.**, for the purpose of considering, and if determined by the Board to be appropriate, voting on, or otherwise taking action on, the following matters:

1. Matters leading to the approval of action regarding a potential settlement with Siemens Building Technologies.
2. To conduct such other business as may properly come before the Board of Supervisors.

The Clerk of the Board of Supervisors is hereby directed to call for the meeting and give written notice to all members of the Board of Supervisors of such meeting.

Dated: March 30, 2017

RONALD F. CONOVER, CHAIRMAN  
Warren County Board of Supervisors

To the Members of the Board of Supervisors: At the direction of the Chairman of the Board, I am notifying you of the Special Meeting called for the time, place and purposes set forth above.

AMANDA ALLEN, CLERK  
Warren County Board of Supervisors

The Board of Supervisors of the County of Warren convened at the Supervisors' Room in the Warren County Municipal Center, Lake George, New York, at 10:00 a.m.

Mr. Ronald F. Conover presiding.

Salute to the flag was led by Supervisor Leggett.

Roll called, the following members present:

Supervisors Leggett, McDevitt, Brock, MacDonald, Frasier, Simpson, Dickinson, Merlino, Strough, Seeber, Beaty, Montesi, Sokol, Hyde, Geraghty and Conover - 16; Supervisors Girard, Braymer, Vanselow and Thomas absent - 4.

Commencing the Agenda review, Chairman Conover called for a motion to bring proposed Resolution No. 141, *Approving a Settlement Agreement with Siemens Building Technologies, Inc.*, to the floor. The necessary motion was made by Supervisor Simpson, seconded by Supervisor Montesi and carried unanimously.

Chairman Conover offered privilege of the floor to Larry Paltrowitz, *Special Counsel for the County*, who proceeded to remind the Board members they of the on-going negotiations with representatives of Siemens in an attempt to resolve the issues with the Co-Gen Plant located at the former Westmount Health Facility, as well as the problems with the Geothermal Unit at the Warren County Municipal Center Building. He continued, last week he met with the Finance Committee during an executive session to verbally review in detail all of the terms of the settlement agreement with Siemens as they stood at that time. He informed he was successful in his attempt to adjust some of the terms they were negotiating to include some of the suggestions Supervisors made at that meeting. He stated a few weeks ago he had provided them with information pertaining to the settlement and a week ago Monday they received the drafts of the Settlement Agreement and Release, as well as a separate document regarding the reaffirmation forbearance agreement for the financing division of Siemens who financed the Co-Gen Plant. He advised proposed Resolution No. 141 pertained to the approval of these agreements. In regards to the settlement agreement and release, Mr. Paltrowitz said there was a provision included that required the County to be paid \$500,000 within thirty days of it being approved. He continued, in the event Siemens declined to pay within that thirty day period there was a provision included that allowed for enforcement of the required payment of \$500,000. He informed the settlement agreement included five acknowledgements, as well as a requirement that the Board of Supervisors, County Administrator, himself as the Special Counsel for the County and the County Attorney would not make any statements inconsistent with them and would not cause someone else to make such statements either. He mentioned there were provisions for this enforcement similar to the provisions for the enforcement of the \$500,000 payment.

Mr. Paltrowitz apprised the settlement agreement and release would discharge all civil claims that the County had in connection with Siemens and in return Siemens was releasing all claims that it had against Warren County. He stated this meant the settlement agreement with release resolved all of the issues related to the Co-Gen Plant, as well as the Geothermal Unit at the Warren County Municipal Center Building.

In respect to how the settlement agreement would work with regard to the Co-Gen Plant, Mr. Paltrowitz reminded them when the sale occurred on the former Westmount Health Facility it was determined at that point in time the County would continue to lease the Co-Gen Plant and the purchaser of Westmount would reimburse the County for its lease payments so there was no cost to the County going forward following the sale. He apprised there were four months remaining on the lease for the Co-Gen Plant, April-July of 2017, during which time the County would continue to make the lease payments that in turn would be reimbursed by the purchaser of Westmount so the County did not accrue any cost. He mentioned at the end of the four month period the lease of the Co-Gen Plant terminated and the County would be free to transfer the Co-Gen Plant to the owners of Westmount. He stated all of this was part of the agreement that was entered into at the closing on the sale of the

former Westmount Health Facility with the purchaser.

Mr. Paltrowitz stated the purpose of the reaffirmation and forbearance agreement was to affirm that the County would make the lease payments to the financing division of Siemens which financed the lease of the Co-Gen Facility. He continued, assuming that all of the payments were received by the County from the purchaser, at the end of the four month period the financing entity of Siemens, as well as Siemens themselves, would release the security interest it had in the original documents to the Co-Gen Plant. He said this meant there would be no limitation on the County to transfer free and clear the Co-Gen Plant to the current owners of the former Westmount Health Facility.

Mr. Paltrowitz thanked Chairman Conover for leading the negotiating team which consisted of Supervisor Geraghty, Brian Reichenbach, *County Attorney*, and Supervisor Sokol. He expressed his appreciation for the support provided to him by the negotiating team during the discussions with Siemens representatives. He acknowledged Supervisor Braymer who was not present today, for meeting with the negotiating team and helping with guidance on the negotiating process. He remarked he was pleased to state he felt the settlement was in the best interest of the County and he was aware that it was being recommended to move forward with it by the negotiating team to the full Board.

Chairman Conover called for public comments on proposed Resolution No. 141, *Approving a Settlement Agreement with Siemens Building Technologies, Inc.*

Travis Whitehead, *Town of Queensbury Resident*, advised he had a series of questions and a few concerns that he would like to bring to the Board's attention, the first of which concerned the false statement made that the County had determined there was no basis for the County to further investigate Siemens; he said he would not go into the reasons at this time since engineers such as himself and the ones hired by the County all came to the same conclusion that there was considerable basis to believe that there were issues which had not been resolved. He informed his understanding of what Mr. Paltrowitz just stated was that Centers would reimburse the County for all of the lease payments but he was aware there had been some issues over the past year getting them to agree to this. He continued, he believed eventually the County received the balance of the money due to them. He voiced his concern that Centers may perceive the settlement as releasing them from some obligation. In regards to the New York State Nursing Home settlement the County anticipated receiving but had to hire legal counsel to litigate, the same as Essex County had, he surmised there may be additional problems associated with this, as well, which they should keep in mind when dealing with Centers.

Mr. Whitehead read aloud the following statement included within Element 3.9 in the "gag order": *"the County agreed that the Board of Supervisors, the County Administrator, County Attorney and Special Counsel to the County in this matter will not make or cause to be made any public statements, its employees, etc. and further stated "upon written notice by Siemens, the Chairman of the Warren County Board of Supervisors, the Warren County Attorney shall publicly repudiate in seventy-two hours any statement that was inconsistent with or different than the public acknowledgements set forth in Section 1.2 above"* and he questioned whether his assumption was correct in that the reference to the Board of Supervisors as a body. He mentioned he was aware that disagreements amongst Supervisors were not uncommon and statements questioning one thing or another that came before the Board were not unheard of and he hoped his interpretation that a resolution which was something put forward by the Body would be something that Siemens would find offensive and ask the County to repudiate; however, he queried whether an individual member of the Board were to make such statements would the County be so inclined to censor that person or make any efforts to stop that. He remarked he felt it was important for not only him but a number of people present today to hear the answer to the question which could be provided now or at the conclusion of his comments. Chairman Conover apprised an

answer would be provided at the conclusion of Mr. Whitehead's comments.

Mr. Whitehead informed the County was receiving \$500,000 from Siemens, as well as getting itself out of the clear contract violation it committed with Siemens when it tried to transfer the Co-Gen equipment to Centers without the right to do so. He stated his understanding was while the public was not aware this dispute was going on, many of the Board members were. He remarked he thought it was advantageous for the County to get this resolved; however, he noted, it was not coming without a price. He opined that Mr. Paltrowitz was at fault for this issue, as he accepted a position where he was supposed to transfer the real estate which included a system that was questionable during the same time he was attempting to question that same system he was attempting to transfer. He advised to him this appeared to be a conflict of interest and he believed in addition to the \$500,000 payment from Siemens, the County should receive payments or a refund from Mr. Paltrowitz of some of the payments made to him. He opined at the very least the County was deserving of an apology from Mr. Paltrowitz.

Michael Wild, *Town of Queensbury Resident*, apprised that he wanted to add to the comments he made at the February 17<sup>th</sup> Board Meeting regarding the issue with Siemens. He referred to portion of the agreement which stated the County would not further investigate Siemens, as this surprised him since he did not believe this was something the County would want to include in the agreement. He said this request must have come from Siemens which he perceived was due to some wrong doing on their part. His second comment was based on his understanding that the agreement was originally brought to the County as a "no lose contract" which meant there was no bid and it was a zero loss type of contract. He pointed out Siemens acquired \$22 billion in annual revenue just with its business located in the United States. He said he did not mean to imply the \$500,000 settlement offered was not a significant amount of money, but from the information he had been able to gather it was significantly less than the amount of money the County lost based upon this deal. He commented from an ethics standpoint one would think Siemens would want to honor the spirit of this agreement versus the contractual terms. He mentioned if it was a "no lose contract" Siemens had the means to make the County whole and dissipate this issue. He informed he was unsure whether the \$500,000 settlement was inadequate; however, he noted, his first look perceived that there was probably additional money left on the table. He stated he thought it had been mentioned at the Finance Committee meeting last week that Siemens had provided the County with assurances to assist with making the Geothermal Unit at the Warren County Municipal Center Building more efficient as was originally intended; however, he noted, he did not see any reference to this in the agreement.

Dave O'Brien, *Town of Queensbury Resident*, stated the premise of the report commissioned by the County indicated the savings were not realized due to joint culpability on the part of the County and Siemens. He questioned whether Supervisor Sokol, or any Supervisor for that matter, would violate what was constituted in the agreement if a concerned constituent questioned whether anything could be done about the "cold rooms" at the Warren County Municipal Center Building and Supervisor Sokol responded by directing them to the report prepared by Bergmann Associates. Chairman Conover assured an explanation to this would be provided following the public comment portion of the meeting.

Chairman Conover requested that Mr. Paltrowitz respond to Mr. Whitehead's question pertaining to enforcing section of the regulation. Mr. Paltrowitz advised his understanding of the question was whether there was going to be any censure by the Board which had nothing to do with the agreement. He apprised the agreement indicated if there was a statement made that was inconsistent with the five acknowledgements the Chairman or County Attorney would have to make a statement. He added whether or not there was any censure by the Board was not part of the document and would be determined by the Board whether they took any action in that regard. Supervisor Beaty interjected that he felt Mr. Paltrowitz misunderstood Mr. Whitehead's question, as his inquiry pertained to whether

there would be any censure if an individual Supervisor made a comment. Mr. Paltrowitz apprised there was nothing in the agreement that pertained to censure; however, he noted, in regards to what would be repudiated if in fact a member of the Board were to make a statement inconsistent with what was in the document or cause it to be made then that could trigger a request for a statement of repudiation. He informed this meant it was not a case where the Board could hide behind the fact that an individual Board member would be able to make statements but the body as a whole would not. He said he felt an argument could be made that a request for repudiation could be submitted at that point to either the Chairman or the County Attorney; however, he noted, it was clear that it was only in regard to inconsistency with those five acknowledgements. In reference to the question regarding whether Supervisor Sokol, or any Supervisor for that matter, would violate as its constituted in the agreement if a concerned constituent questioned whether anything could be done about the "cold rooms" at the Warren County Municipal Center Building and Supervisor Sokol's response was to direct them to the report prepared by Bergmann Associates; Mr. Paltrowitz apprised this would not be a violation since it was not inconsistent with anything included within the document. He informed any member of the Board of Supervisors was permitted to comment on any aspect of this as long as the statement was not inconsistent with any of those five acknowledgements. He added a referral to the report prepared by Bergmann Associates was not inconsistent with anything included within the document.

Mr. Whitehead asked Mr. Paltrowitz to answer his other inquiry regarding what assurances there were that Centers would provide the County with reimbursement for the settlement and Mr. Paltrowitz replied the original transaction, which was always contemplated, was that the Co-Gen Plant would not be transferred to Centers or actually Warren Operations which is the entity that purchased the nursing home until and unless the County obtained releases on the security interest that Siemens had. He continued, at this point in time the agreement with Warren Operations required them to reimburse the County 100% of those expenses and the leverage was the County would not transfer it to them until they made the four remaining lease payments. He stated independent of that there were provisions in the agreement with Warren Operations in the event that they defaulted in making any of those payments the County could take action against them and secure money damages. He informed there had never been any contention over the fact that Warren Operations did not owe those monies nor had they ever claimed they do not owe the remaining lease payments. He reiterated the County would not transfer the Co-Gen Plant to Warren Operations until the balance of the lease payments were reimbursed to the County. He mentioned he thought the County had significant legal action in the event that Warren Operations defaulted on these payments. In regards to the Global Settlement Mr. Whitehead referred to, Mr. Paltrowitz explained this occurred with New York State and dealt with a whole host of other issues that were somewhat ambiguous; therefore, he stated, there was no agreement with Centers over that aspect which was why legal counsel had been retained by the County to resolve these rights.

Chairman Conover then called for Board discussion on proposed Resolution No. 141, *Approving a Settlement Agreement with Siemens Building Technologies, Inc.*,

Supervisor Seeber thanked Messrs. Reichenbach and Paltrowitz for taking the time to review the restrictions on them as Board members versus how an individual in their community could discuss the matter with her. She mentioned Mr. Reichenbach had provided her with a memo which outlined specifically what their guidelines were as members of the Board, a member of the Board who resigned, or someone who was not re-elected, to ensure they were all on the same page with what their legal guidance was in terms of what they were able to discuss. She announced for the record she was voting in opposition of the proposed Resolution because she did not agree with the terms of the contract. She thanked Amanda Allen, *Clerk of the Board*, for posting the proposed Resolution to the website; however, she noted, she, and some of her constituents had difficulty locating it on the website. She informed she

had posted it on social media to ensure the public was able to review those terms and discuss her opinion about it with the understanding after it was adopted she would be unable to be as free with her comments. She voiced her concern that the County would be liable for Siemens legal fees if in fact a circumstance arose where Siemens requested something to be reputed. Mr. Reichenbach advised there were reciprocal provisions included within the agreement which required either side to pay attorney fees if they had to enforce any of their rights under the agreement. As an example, he stated, Siemens would have to reimburse the County for attorney fees if they did not make the \$500,000 payment within thirty days of the resolution being adopted and the County had to take action in order to secure this payment from them. Another example, he said would be if Siemens made a claim for damages, they had the right to seek attorney fees. Ms. Seeber informed she would make her best effort to stay within the provisions stated in the memo provided by Mr. Reichenbach and she asked whether this had been forwarded to the full Board; Mr. Reichenbach replied that he had not shared it with the full Board because it was in response to an inquiry she made, but if it was her desire for him to so he would. She stated that if anyone felt the information was relevant and requested a copy of it she had no objection to Mr. Reichenbach sharing the information with them.

Supervisor Beaty asked whether it was correct to assume that no Supervisor could state anything that was contrary to the acknowledgements in the agreement and Mr. Paltrowitz replied that they were permitted to state their opinions regarding the document or the Geothermal Unit or Co-Gen Plant as long as they were not inconsistent with the five specified acknowledgements; He clarified they were free to discuss other items that were not referenced in the five acknowledgements. Supervisor Beaty inquired whether the reference that they were no longer permitted to investigate Siemens pertained to the Siemens Project at Countryside Adult Home and Mr. Paltrowitz replied in the negative. He explained the agreement only pertained to the Co-Gen Plant and the Geothermal Unit.

Supervisor Brock questioned whether the agreement would prevent the Sheriff's Office or the District Attorney from investigating Siemens or it prevented the County from taking any further action and Mr. Paltrowitz responded that the documents pertained to civil claims. He informed this meant anything outside of civil claims were not dealt with in these documents.

Supervisor MacDonald informed because he was a newer member of the Board he did not have the same kind of history with Siemens that many of the other Supervisors did, but he did have some knowledge from the review he did of the RFP's (Request for Proposals) and the debates he participated in concerning how to move forward on the matter. He opined that although this settlement was not perfect it offered them the opportunity to take a step forward and rid themselves of a significant amount of weight they had been shouldering over the past few years and address the energy system which was still in place to try and make some improvements. He mentioned this would allow them to focus on issues they otherwise would not have the time or energy to concentrate on. He commented although he shared his colleagues reservations about the language included within the agreement he would be voting in favor of moving forward with the proposed Resolution.

Supervisor McDevitt stated that he was pleased that the matter was coming to a close, as it had been going on for a number of years, but he would be voting in opposition to the proposed Resolution because of the verbiage within it that restricted any members of the Board from discussing it. He stated that he disagreed with an elected official being "gagged like that". He said both Projects were funded with taxpayer money and he believed it was in disagreement with the First Amendment of the United States Constitution which permitted freedom of speech. He commented as an elected official he thought it was incompatible to vote in favor of the proposed resolution. He informed one of his fears concerned addressing questions pertaining to the issues with Siemens in the future, as he felt the agreement would require him to state it was not permissible for him to comment on the matter. He

remarked he felt the “gag order” included within the agreement was a violation of his right to freedom of speech as a citizen of Warren County. Supervisor McDevitt advised the other reason for his opposition concerned the timing, as he believed an insufficient amount of time had been provided not only to the Supervisors but also the public to discuss and evaluate the agreement before it was voted on. He implied if the agreement was strong enough on its own merits than it was worthy enough to hold off on making a decision for a few more weeks. He pointed out it had only been released to the public last Friday which meant the time allotted for review was four days which he felt was inappropriate. He quoted the following from the May 16, 2006 Board Meeting minutes: *“former Supervisor Haskell expounded that this co-generation project took three years to get going, they had seen the savings and over the next fifteen years the savings should add up to \$1.5 million. He added that if, for some reason the County did not save money with the co-gen, Siemens would pay the difference. He thanked the representatives from Siemens and most importantly he thanked Mr. Payne on behalf of the taxpayers in Warren County for bringing this project forward. Former Chairman Thomas added that a press release had gone out in regards to this project, as well”*. Supervisor McDevitt advised he felt it was imperative to note the lesson learned from this matter was that if they did not fully grasp what they were reading then its time to seek expert advice which he thought this Board had been reluctant to do. He apprised the key to the agreement was that the County had obtained expert testimony from an engineer that could substantiate information enabling the negotiating team to sit down and accurately go from Point A to Point B. He stated should this agreement be adopted today, which he surmised that it would, he was bound by a legally binding agreement to not discuss the matter any further, which he would abide by.

Supervisor Sokol advised that as a Supervisor when he made decisions he viewed them from a business owners perspective. He said the contract with Siemens was an unhealthy one that was adopted well before any of their time on the Board. He said it was imperative for them to make a sound business decision to move forward and do what was in the best interest of the County taxpayers. In regards to Supervisor McDevitt’s comment that individuals were not given enough time to review the agreement, Supervisor Sokol stated that most individuals were aware of the agreement following the Finance meeting last week because the Supervisors discussed it with many. He commented he would be voting in favor of moving forward with the proposed resolution and he thanked Mr. Paltrowitz for his efforts.

Supervisor Strough apprised he felt the two independent reports the County had obtained spoke volumes, as they both concluded the County was due money. He said the report prepared by Bergmann Associates concluded the net unrealized gain for the County was a total of \$392,490 and was available for public review. He referred to the report prepared by EnerNoc which indicated the County’s unrealized savings pertaining the Co-Gen Plant totaled \$63,369 and was also available for public review. He concurred with Supervisor Sokol that it was in the best interest of the taxpayers for the Board to move forward with the agreement.

Supervisor Beaty thanked residents Doug Auer, Kathy Sonnnabend and Lincoln Cathers as they were the first citizens to call into question the supposed savings from the Co-Gen Plant several years ago. He mentioned the passion and expertise this group had expressed to ensure the County was not being taken advantage of was inspiring. He pointed out Frank O’Keefe, *former County Treasurer*, had consistently questioned these alleged savings. He stated their voices as citizens were often muted by Paul Dusek, *former County Attorney*, some members of the existing Board, as well as some former Board members, which he and many other citizens found to be disturbing. He commented that the Board should embrace the concerns brought forward by County residents and not silence them like they repeatedly did with this matter. He opined had it not been for these individuals the supposed efficiencies as indicated by Siemens never would have been questioned. He continued, this effort lead to Mr. Whitehead opening up his own investigation and ultimately convincing the Board to commission

some independent audits. He thanked former Supervisor Mark Westcott, Supervisors Seeber, McDevitt, MacDonald and Braymer for joining the course of justice and refusing to let this go because if they did not keep bringing this to fruition it would have perished. He mentioned due to the abundant amount of concern regarding the alleged savings the Sheriff's Office along with two State Agencies and an FBI Agent who was also a lawyer collaborated on a criminal investigation of the matter. He read aloud the following excerpt from the three page report compiled on the investigation which took three years to complete and he felt those that had not taken the time to review it should: "*Additionally we determined that Warren County Board of Supervisors entered in to more than \$10 million in Siemens Energy Performance Contracts and as a result of representations made to them by Siemens and former County Attorney Paul Dusek. Dusek repeatedly misrepresented his comprehension of the Energy Performance Contract to the Board, to other officials and the public. As a result of an intensive criminal investigation by the Warren County Sheriff's Office and FBI Agent Matthew Fontaine, we conclude the following; there is probably cause to charge our former Warren County Attorney Paul Dusek with the crime of official misconduct as a result of his conduct as it relates to Westmount Co-Gen Project. There is also probable cause to charge Siemens employee Bill Casey with offering a false instrument of filing in the first degree as a result of his conduct as it relates to the Co-Gen Project*". Supervisor Beaty stated he was aware that a number of the Supervisors were unaware the report concluded criminal charges were substantiated since they did not read the it. He mentioned he found it troublesome as a Supervisor that all of the information was not always provided to them. He said when it was they were responsible for doing their due diligence to get answers. He informed despite the objection of many of the Supervisors, the Board concluded that an independent engineering report was necessary to assist with making determinations on the Co-Gen Plant and the Geothermal Unit. He credited the resolution before them today to settle the matter as a result of the efforts of the countless citizens and a few relentless Supervisors who refused to let the matter go. He commented that he found the entire process to be disturbing and ugly and he noted his distaste for it. He apprised he was troubled with the fact that the process to approve the resolution appeared to be rushed, as it only allowed the public four days to review the agreement. He added the language included within the agreement was disconcerting to him and had not been altered the way he felt appropriate, as no Supervisor was allowed to discuss anything following the adoption of the agreement with the exception of the acknowledgements which was why he would be voting in opposition of it. He acknowledged Chairman Conover and Supervisor Sokol for their efforts negotiating the agreement. He encouraged anyone interested in reading the criminal investigation report to contact him.

Chairman Conover called for a vote on the resolution, following which Resolution No. 141 was approved as presented with 630 voting in favor (*Supervisors Leggett, Brock, MacDonald, Frasier, Simpson, Dickinson, Merlino, Strough, Montesi, Sokol, Thomas, Hyde, Geraghty and Conover*) and 227 against (*Supervisors McDevitt, Seeber and Beaty*) and 143 absent (*Supervisors Girard, Braymer, Vanselow and Thomas*).

Chairman Conover called for public comments for anyone wishing to address the Board on any matter.

Mr. Whitehead remarked he was not surprised by the outcome of the vote on Resolution No. 141, nor was he indicating it was the wrong choice; however, he noted, he felt more Supervisors should have voted in opposition. He stated what he found to be most troubling was Supervisor Strough who he felt was a poster child for how something like this occurs since he openly stated that the net realized savings that EnerNoc claimed for the Co-Gen was a loss of about \$68,000. He suggested Supervisor Strough not try and interpret things he did not understand, as the indication from the report was that if the County never entered into an agreement on the Co-Gen Plant with Siemens and remained on the grid they would have saved \$68,000. He mentioned according to Supervisor Strough this resulted in a \$68,000 loss to the County over an eight year period; however, he noted, Supervisor Strough was not



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SPECIAL BOARD MEETING  
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taking into account that over this eight year time frame the County paid over \$4 million to Siemens for the privilege of losing \$68,000 which was why the County progressed into issues such as this.

Supervisor Strough advised the money invested in the Project was used to update equipment to allow for Westmount Health Facility to become partially self-sufficient. He reiterated that EnerNoc was an independent agency that realized no benefit from their findings. He said the \$68,000 was the unrealized gain for the County they calculated from their review. He added that he felt Mr. Whitehead was making these unfair and inaccurate accusations against him because it was an election year.

Supervisor Merlino commented right, wrong or indifferent he was pleased that the matter was being brought to a close and it was time to move forward. He advised he hoped in the future they would all spend more time reviewing large contracts such as the ones with Siemens rather than relying on the recommendation of the County Administrator and County Attorney to prevent mistakes such as this one from occurring.

There being no further business to come before the Board of Supervisors, on motion made by Supervisor Dickinson and seconded by Supervisor Montesi, Chairman Conover adjourned the Board Meeting at 10:52 a.m.