

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: **AIRPORT**

DATE: February 27, 2007

Committee Members Present:

Supervisors Tessier
Stec
O'Connor
Haskell
Mason

Others Present:

Marshall Stevens, Airport Manager
William Lamy, DPW Superintendent
Kim Lussier, Empire East Aviation
Paul Dusek, County Attorney
William H. Thomas, Chairman
Hal Payne, Administrator, Westmount Health
Facility
Joan Sady, Clerk of the Board
JoAnn McKinstry, Confidential Secretary to
Commissioner of Administrative & Fiscal
Services
Debra L. Schreiber, Legislative Office Specialist

Committee Members Absent:

Supervisors Girard
Sokol

Mr. Tessier called the meeting to order at 12:35 p.m.

Motion was made by Mr. Haskell, seconded by Mr. Stec, and carried unanimously to approve the minutes of the January 31, 2007 Committee meeting, subject to correction by the Clerk.

Privilege of the floor was extended to Marshall Stevens, Airport Manager, who distributed copies of his Agenda to the Committee members, and a copy of same is on file with the minutes.

Commencing with the first item on the agenda, Mr. Stevens reiterated his request to utilize the funds from the closeout of the obstruction removal project as part of the local share of the Runway 1 Safety Area. As they previously discussed, he said, the Federal Aviation Administration (FAA) closed the project without forwarding the County their final reimbursement; therefore, he requested to amend the existing grant (H206.9550 280) increasing the maximum amount payable by \$5,518 to match the amount expended of \$370,982.58.

Motion was made by Mr. Haskell, seconded by Mr. Stec and carried unanimously approving the request as outlined above, and the necessary resolution was forwarded to the Finance Committee for consideration. A copy of the resolution request form is on file with the minutes.

Mr. Stevens said he would skip Item 2 (AYA Convention/Insurance) until the County Attorney was present.

Referring to Item 3 of the agenda, Mr. Stevens advised he was approached by Richard Schermerhorn, who expressed an interest in redeveloping and leasing the old maintenance hangar. He stated there were five parties interested in this hangar and after discussing the matter with Paul Dusek, County Attorney, he recommended putting the hangar out to RFP (Request For Proposal).

Mr. O'Connor entered the meeting at 12:37 p.m.

Mr. Tessier said he thought the building necessitated some work; however, if the building were put out to RFP, Mr. Stevens stated there would be a building lease at no cost to the County. While he acknowledged he had not structured the details of the RFP, he said, he thought he would try to obtain the best offer.

Mr. Dusek entered the meeting at 12:38 p.m.

Regarding Item 2, American Yankee Association (AYA) convention/insurance, Mr. Dusek reminded the Committee the County did not carry insurance coverage for competitive events. He stated AYA

provided the County with a \$1 million insurance policy for their event covering the organizer as well as the host; however, he said, the County could purchase additional coverage for \$1 million/\$5 million for \$1,100 and \$1,600 respectively. Mr. Dusek said he requested clarification from the insurance carrier on their coverage as he disputed their claim the County would not be covered. He said if he were successful, he would recommend the County purchase the \$5 million policy for \$1,600 for every competitive event. Mr. Tessier suggested the event organizers fund the policy and collect it through their fees. Mr. Dusek indicated the AYA had already reserved the Queensbury Hotel but were never informed they would be required to purchase additional insurance. In response to an inquiry by Mr. Mason, Mr. Stevens reported there would be approximately 120 airplanes, 200-240 people and revenue to the Queensbury Hotel of approximately \$50,000. Mr. Tessier suggested they ask the Queensbury Hotel to fund the insurance binder after which Mr. Stevens replied they made that offer informally.

Motion was made by Mr. Stec authorizing the County to purchase a \$5 million insurance binder for the AYA Convention and direct the Airport Manager/Chairman of this Committee to contact the Queensbury Hotel asking for their sponsorship in the amount of \$1,600. There was no second to the motion and further discussion of options continued.

Mr. Stec suggested in the future that all event sponsors hosting an event at the Airport be required to fund this additional insurance coverage. Mr. O'Connor asked whether the Committee had a "Plan B" if the Queensbury Hotel refused to sponsor the event. Mr. Stevens stated if the event did not occur, the County would receive a "black eye" in the aviation industry. Mr. Tessier said they were still uncertain whether coverage would include liability for accidents that occurred on Airport property and Mr. Dusek replied he requested clarification.

Mr. Stevens reiterated this was a competitive event that provided additional risks to people at the Airport that were not normal in the day-to-day operations at the Airport. Furthermore, he said, this was a non-public convention, which eliminated the use of Occupancy Tax funds. He reminded the Committee the Airport was still open for regular business while this convention was ongoing. Mr. Mason asked if it was the intention of the Committee to formulate a policy for future events specifying that every event host must provide this insurance request prior to acceptance by the County. Mr. Stevens recommended it be included in the Airport Minimum Standards. In response to inquiry by Mr. Haskell, Mr. Stevens apprised there were currently no other scheduled events for 2007. As another possible option, Mr. O'Connor suggested splitting the cost between the County and the Queensbury Hotel.

Mr. Stec amended his previous resolution as follows:

- ▶ authorizing the County to purchase a \$5 million insurance binder for the American Yankee Association, in a lump sum of \$1,600;
- ▶ authorizing the Airport Manager/Chairman of the Committee to contact the Queensbury Hotel requesting their sponsorship of this event;
- ▶ or alternatively, splitting the cost of sponsorship between the County and the Queensbury Hotel.

The motion was seconded by Mr. Haskell and carried unanimously; and the necessary resolution was authorized for the March 16, 2007 Board Meeting.

Note: Subsequent to the meeting, Mr. Stevens said the \$5 million insurance binder would, in fact, be \$1,580.

At the direction of this Committee, Mr. Stevens reported he researched the Minimum Standards of many airports (including Warren County) as it pertained to hangar development for smaller aircraft. He apprised the Minimum Standards for Warren County applied only to commercial operators, which was normal within the industry; however, he stated, he had been approached by

a non-commercial individual who expressed the desire to build a T-hangar, thereby making their Minimum Standards non-applicable. While Mr. Stevens acknowledged he had not had the opportunity to discuss the various options with the County Attorney, he emphasized the importance of treating all parties equally. Mr. Stevens asked Paul Dusek, County Attorney, where general liability insurance fell in terms of a commercial operator versus a private company/person and Mr. Dusek replied it was the same.

Upon further research, Mr. Stevens proposed strengthening the Minimum Standards as it related to reviewing the architectural design, color, et cetera, giving Warren County control of construction occurring at the Airport.

Mr. Stevens said there were discussions at a prior Committee meeting about setting a minimum building size and utilizing the available space to its maximum efficiency. After several lengthy discussions with the FAA (Federal Aviation Administration) as to whether it was permissible, he stated, he failed to receive a response. He indicated he had seen examples in the industry but after calculating some of the various options, he was indecisive on size and quantity. For example, he apprised, a six unit T-hangar was approximately 7,500 square feet; an eight unit was 9,600 square feet and a 10 unit was roughly 11,781 square feet. In addition, Mr. Stevens stated, Mr. Schermerhorn had informed him of his potential interest in constructing his fourth hangar but would reduce it to 10,000 square feet instead of 12,000 to avoid any potential wetlands.

Motion was made by Mr. Haskell and seconded by Mr. Stec approving the minimum size T-hangar building be at least 7,500 square feet.

Mr. Mason queried whether a Master Plan would be designed delineating the placement of T-hangars and Mr. Stevens responded the current Master Plan identified generic locations since it was a federally reviewable document; however, he commented, the County could articulate their own plan.

Mr. Stevens related they had yet to include the land necessary for utility service vehicle parking in their original Minimum Standards land lease with the T-hangars constructed by Mr. Schermerhorn. He said Mr. Schermerhorn had been given an easement for the installation of his personal utilities but the County had not required a land lease.

After discussion, Mr. Tessier called the question on the previous motion relative to the minimum size for T-hangar construction and the motion was carried unanimously.

Motion was made by Mr. Stec, seconded by Mr. Mason and carried unanimously authorizing Mr. Stevens to modify the Airport Minimum Standards to reflect the size for T-hangar construction be the same for private as well as commercial operators.

After further discussion, Mr. Stevens recommended revising the Minimum Standards to include events, layout, insurance, et cetera. Mr. O'Connor queried whether the amendments would be incorporated into one resolution and Mrs. Sady responded that upon the approval of the amendments at the next Committee Meeting, a resolution would be brought adopting the revised Minimum Standards that included these amendments.

Relative to Item 5 of the agenda, Mr. Stevens advised he had been approached by Empire East Aviation as well as another individual requesting permission to construct new T-hangars. Mr. Stevens distributed copies of a proposed layout of two 10 unit T-hangars.

Mr. Mason exited the meeting at 1:04 p.m.

Mr. Stevens apprised the current Minimum Standards articulated a pre-qualification process that was incorporated upon Mr. Schermerhorn executing his first hangar lease. He said they utilized the first lease for his second and third leases. While the Committee suggested some recommendations be incorporated into the new Minimum Standards, he said, he was uncertain whether either entity would be interested; whether a private entity would be willing to construct six T-hangar units; and if there were multiple people desiring T-hangar construction, would each person have their own space meeting the County specifications; or would the County recommend going out to RFP (request for proposal). He said Empire East Aviation requested a Letter of Intent from the County to arrange financing. Pursuant to the lease with Mr. Schermerhorn, Mr. Stevens stated he was responsible for engineering costs associated with the drainage design for the storm water detention; all subgrading work related to paving; and the only cost to the County was laying macadam. If this was the recommendation of the Committee, he stated, he would like to have a clear understanding there were other expenses besides the construction and ground work. Based upon the County budget, Mr. Haskell stated these costs would be the responsibility of the developer.

Mr. Stevens proposed changing the floors, frost walls and footings of the T-hangars to concrete as required by building code. Mr. Lussier added the hangars should be positioned north/south rather than east/west solving the icing problem they currently experienced on the north side of the building. Mr. Stevens apprised that several solutions had been reviewed but many were found to be impractical or cost prohibitive. The airport was attempting to address the issue through the application of de-icing agents, he added.

Mr. Tessier asked the Committee if it was their desire to peruse all the amendments to the Minimum Standards prior to putting out RFP's (request for proposals) and the Committee agreed.

Mr. Stevens briefly itemized the current Minimum Standards requirements for T-hangar construction.

Relative to Item 6 of the Agenda, Mr. Stevens stated the environmental assessment for their five-year development plan had been completed with approximately \$30,000 of remaining funds in the project. He said he forwarded a letter to the FAA requesting they amend the grant to include the environmental work associated with the Runway 12-30 project currently under design, which they estimated would impact approximately one-tenth of an acre. Mr. Stevens requested approval to extend the grant with the FAA to include this revised scope of work.

Motion was made by Mr. Haskell, seconded by Mr. Stec and carried unanimously authorizing the request as outlined above; and the necessary resolution was authorized for the March 16, 2007 Board Meeting. A copy of the resolution request form is on file with the minutes.

Mr. Haskell stated that Item 7 had been discussed and resolved at the Department of Public Works (DPW) Committee Meeting earlier in the day.

Continuing on with Item 8, Mr. Stevens apprised the Glens Falls Pilots and Owners Club was hosting their meeting on March 29, 2007 at 6:00 p.m. at Pizzeria Uno. He said an invitation had been extended to the Airport Committee.

With respect to the request by Mr. Stevens for Executive Session, he suggested discussing that at the next Committee meeting.

Mr. Tessier reported that the Adirondack Industrial Park purchased property that abutted the Airport fence in 1994. Pursuant to the Industrial Development Agency (IDA) rules, he said, after two years all undeveloped land reverts back to the IDA. While he acknowledged little could be done to make

it retroactive; he suggested discussing the matter at the next IDA meeting. Mr. Stevens asked if the Chairman of the Committee would like to discuss a conditional agreement with the IDA relative to the land swap for wetlands. While they agreed to a price of \$35,000 per acre (four acres total), he stated they had nothing in writing. Mr. Haskell suggested Mr. Dusek prepare a draft contract and Mr. Stevens said he would discuss the matter with the County Attorney and report back to the Committee.

There being no further business to come before the committee, on motion by Mr. Haskell and seconded by Mr. O'Connor, Mr. Tessier adjourned the meeting at 1:14 p.m.

Respectfully submitted,

Debra L. Schreiber
Legislative Office Specialist