

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS - AIRPORT AND PARKS, RECREATION & RAILROAD
(MEETING HELD AT THE FLOYD BENNETT MEMORIAL AIRPORT)

DATE: MAY 28, 2009

COMMITTEE MEMBERS PRESENT:

SUPERVISORS BELDEN
BENTLEY
TESSIER
STEC
MERLINO
CHAMPAGNE
TAYLOR
GOODSPEED
PITKIN

OTHERS PRESENT:

WILLIAM LAMY, SUPERINTENDENT OF PUBLIC WORKS
PAUL BUTLER, DIRECTOR OF PARKS, RECREATION & RAILROAD
DON DEGRAW, AIRPORT MANAGER
PAUL DUSEK, COUNTY ATTORNEY
JOANN MCKINSTRY, DEPUTY COMMISSIONER OF ADMINISTRATIVE
& FISCAL SERVICES
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISORS STRAINER
THOMAS
RICH SCHERMERHORN, FBO, RICH AIR
ANN POLLARD, FBO, RICH AIR
LEONARD FOSBROOK, WARREN COUNTY ECONOMIC
DEVELOPMENT CORPORATION
ALYSON MARTIN, THE POST STAR
AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST
PLEASE SEE SIGN-IN SHEET FOR ADDITIONAL MEETING ATTENDEES.

Mr. Belden called the meeting of the Public Works Committee to order at 1:00 p.m.

Privilege of the floor was extended to William Lamy, Superintendent of Public Works, to begin the review of the Parks, Recreation & Railroad agenda, copies of which were distributed to the Committee members. *A copy of the agenda is also on file with the minutes.*

Mr. Lamy began the agenda review with Item 2 which he said referred to the railroad washout that had occurred approximately one mile south of the Riparius Station. He apprised that since their previous discussions on the matter during the May 26th Committee meeting, he and Paul Butler, Director of Parks, Recreation & Railroad, had spoken with the contractors that had expressed an interest in making the necessary repairs, as well as Julie Pacyna, Purchasing Agent, who had informed them that any contract secured would have to include prevailing wage rates which would significantly increase the estimates given. Mr. Lamy added that when prevailing wage rates were introduced, the repair costs had escalated to a figure in the range of \$130,000, including materials. He said that he and Mr. Butler had determined that although they would still be considerable, the repair costs could be reduced by involving DPW forces wherever they were able and they were working to develop a scope of services to bid the work as necessary to outside contractors.

Mr. Lamy reminded the Committee that one of the main concerns expressed in connection with the washout had been the interruption of a scheduled trip to the 1,000 Acres Ranch Resort during the upcoming Americade weekend due to the impassable tracks. He explained that alternate arrangements had been made to include a round trip from the North Creek Station to the Riparius Station, to be followed by a motorcycle

ride to the 1,000 Acres resort for a dinner which would close the event. Mr. Lamy stated that because alternate arrangements had been made for this event, it allowed the Committee more time to determine how the repairs could be made on a non-emergency basis, incorporating some work by DPW forces which would reduce the costs incurred.

Although the County did not have all of the equipment necessary to make the repairs, Mr. Lamy pointed out that there were things that DPW staff could do to defray repair costs. He said that he had spoken with the potential contractors, as well as the DPW Engineering staff, to determine if a plan to incorporate both contracted services and DPW efforts was feasible and all parties seemed to agree that this was a worthwhile effort. Mr. Lamy proposed the use of DPW forces and equipment to do the work they were capable of and he noted that the County owned a rubber tired excavator which they felt could reach the site. He noted that the work necessary to reset the rail and railroad ties could not be performed by County staff and would require contracted services. Mr. Lamy stated that the only feasible way to bring materials to the washout site was by rail and he advised that there were contractors who had access to equipment able to travel in this manner. He said that the County would partner with one of those contractors to make the repairs and that the DPW would haul the necessary materials to the Riparius Station where they would be stockpiled then loaded onto the high-rail dump trucks by DPW staff before they were transported to the washout site via the railroad tracks. Mr. Lamy advised that a DPW crew and the rubber tired excavator would be used to remove the debris from the culvert and return the stream to its natural channel. He noted that a considerable amount of the fill that had been eroded from beneath the railroad tracks remained in the area but could not be used to re-establish the foundation of the tracks; however, he said, it could be used to repair the bed of the stream. Once the water was returned to its normal course, Mr. Lamy said that DPW forces would place the aggregate fill and compact it in its place beneath the path of the railroad tracks, at which point the job would be turned over to the chosen contractor to replace the rails and railroad ties to complete the project.

Mr. Lamy apprised that two areas of the railroad had been impacted by the washout, the first being the 40 foot section crossing the drainage pipe and the second being a less significant washout that had occurred further down stream. He said that using the appropriate spreading machinery, the chosen contractor could apply the necessary ballast to repair this minor washout as well. Mr. Lamy advised that one of his staff members had contacted Clough, Harbour & Associates (CHA), the engineer for another project along the rail line, and they had given the County some valuable advice which allowed the Engineering staff to be completely confident in developing the specifications which would be used to bid the project. He stated that the only thing they might need was some engineering service from CHA as the level of the ballast was increased and they approached the point of the project where the rail would be re-set, as well as for possible final inspection services. Mr. Lamy estimated that the County could save approximately \$27,000 in the repair costs by using County DPW staff to provide some of the work and by using County equipment as they were able. He stated that another issue to be discussed was the possibility of introducing a second drainage culvert at the site which could be used in the event of another high water event or clog. Mr. Lamy advised that by incorporating the use of County staff, the estimated cost for the repair project could be reduced to approximately \$105,000; he added that he would suggest that a bid process be undertaken to determine the exact costs of the project if the Committee decided to proceed with the work.

With respect to the grant funding awarded by the State for the Rail Station Improvement Project, Mr. Lamy apprised that he and Mr. Butler had been in touch with NYSDOT (New York State Department of

Transportation) to question whether any remaining grant monies could be used to fund the railroad repairs but they had yet to receive a clear response. Although such use of grant funding had not been approved, Mr. Lamy said they had been advised that if approval was given to use grant funding to make the repairs, the County would be required to provide a 10-year service life on the repairs which would mandate complete repayment of the grant funding used if the culvert were to fail within the following 10-year period.

Mr. Lamy noted that in reviewing the Parks, Recreation & Railroad budget, he and Mr. Butler had identified \$15,000 in unexpended funds previously identified for paving on the Warren County Bikeway which could be used to purchase materials for the washout repairs. He added that the funds were available because they had been able to provide the Bikeway paving services using grant funds and had not used the monies identified within the budget.

Mr. Belden questioned whether there was an engineer on the DPW staff with railroad experience and Mr. Lamy replied affirmatively, explaining that a member of his engineering staff had already begun developing specifications for the bid work and had conferenced with CHA to provide all of the necessary engineering services on an in-house basis. He added that his only request for outside engineering services would be if the project reached a point which was outside of the engineering capabilities of his staff or for any necessary construction inspection services. Mr. Lamy stated that although he did not anticipate the need for outside engineering services, he would appreciate the Committee's support if such a need arose.

Mr. Goodspeed inquired as to what the County's estimated financial impact for the repairs would be if they accepted a low bid and used the funds remaining in the Parks, Recreation & Railroad budget to purchase materials and Mr. Lamy said that he would estimate the cost to be in the area of \$85,000 to \$90,000. Mr. Goodspeed then questioned whether there was an interim solution that could be implemented to safeguard the railroad and prevent any further damage for the time being, with more extensive repairs to be made in the future when the County's financial standing was more conducive to the expenditure. Mr. Lamy replied that in his opinion, as long as they were going to work at the site they should complete all of the necessary repairs now and do the job right the first time, rather than implementing a temporary fix. He added that failing to complete the job in its entirety would not prevent any further damage to the site as another event with raging waters would make the problem worse and lead to higher repair costs.

Mr. Goodspeed apprised that he had recently spoken with a representative of the Canadian Pacific Railroad (CPR) who had noted that the railroad was notorious for washouts and he asked if there was a way to pass the responsibility of repairs on to the County's chosen railroad operator in the future. Paul Dusek, County Attorney, apprised that this issue had not been included in the RFP (Request for Proposal) for the 2011 Railroad Operator contract but noted that it could be; although, he said, he did not know what the responses to this inclusion would be.

Mr. Geraghty asked if contact had been made with CPR to gain their opinion on washout repairs, as per his suggestion at the prior Committee meeting and Mr. Butler responded that he had contacted CPR but had yet to receive any response from them. Mr. Geraghty noted that CPR dealt with issues such as these on a daily basis and he felt it was imperative to gain their assessment of the situation; Mr. Butler advised that he would be sure to contact CPR once again. Mr. Geraghty then questioned whether the tracks had been barricaded to ensure that no one would be harmed by crossing the damaged section of tracks and Mr. Butler replied that although these measures had yet to be taken, they would address the matter as quickly as

possible. Mr. Lamy interjected his opinion that when the bid for railroad repairs was released they would receive several responses, one of which might be from CPR.

Mr. Goodspeed asked if a determination had been made as to whether the State and Federal grant funding received in connection with the Rail Station Improvement Project would have to be returned if repairs were not made to the tracks and the train could not feasibly reach the Hadley and Thurman Stations. Mr. Dusek replied that although he could certainly research the issue, it would be a complicated and lengthy process which would not receive an immediate answer. He noted that he had undertaken a similarly lengthy process in contacting the State to determine whether the County would be permitted to retain the use of the Fish Hatchery property if they discontinued its operation. Mr. Dusek advised that subsequent to discussions with State officials respective to the Fish Hatchery, he had found that due to the current economic climate many of the governmental officials were receptive to working with the County and he thought they might receive the same response from Federal agencies willing to assist the County in this difficult time.

Mr. Goodspeed pointed out that when the Committee had previously considered reducing the scope of the Rail Station Improvement Project to include only one platform or two of lesser quality, it had been indicated that if both platforms were not functionally complete as per the guidelines of the State and Federal granting agencies, the County might be forced to return the \$2 million in grant funds received and he questioned whether the lack of functionality of the tracks would lead to a requirement for the County to repay the grant funds awarded for their purchase. Mr. Dusek replied that the railroad tracks had been purchased in 1996 through the use of grant funds which included an agreement that required a good faith effort of a certain time frame; therefore, he said, he thought that the good faith effort had been fulfilled as it had been over 10 years since the purchase, although the Federal granting agencies would have to agree with this assessment also. He noted that the problem they faced was with the additional grant funding that had been received in connection with the purchase and he would have to research all of those grant agreements to see if any limitations were included thereon. Mr. Goodspeed then questioned whether it was possible that the County could be held liable for the repayment of the \$2 million in grant funding awarded for the Rail Station Improvement Project if steps were taken to abandon the repair project, thereby disallowing the train to reach the newly constructed stations and subsequently holding the County in breach of any agreements made for grant funding and Mr. Dusek replied that this potential did exist based on the grant agreements in effect currently.

Mr. Taylor asked if the County faced any liability exposure or contract liability with the railroad operator, Upper Hudson River Railroad (UHRR), if they failed to make the necessary repairs and Mr. Dusek replied that the County held no contract liability with UHRR. He noted that the current contract specified that UHRR was not required to make any railroad repairs costing more than \$7,500 and that they had the right to terminate their contract if the County did not assume the responsibility for making the repairs themselves. However, he added, the contract included no right for UHRR to hold the County liable for any lost income or expenses they might incur as a result of the lack of repairs. Mr. Taylor then questioned whether liability issues were faced with respect to the public safety aspect and Mr. Dusek replied that if the tracks were barricaded as Mr. Butler advised they would be, there should be no issue.

Mr. Pitkin inquired as to how long it would take to determine whether the County would be required to repay any grant funding if the tracks remained inoperable and Mr. Dusek replied that as per his past experiences, he estimated that it would take at least a month or two before he would have this information.

Subsequent to further discussion on the matter, motion was made by Mr. Merlino and seconded by Mr. Tessier to proceed in developing and releasing bid documents to seek out quotations for the repair of the damaged portions of the railroad.

Mr. Belden clarified that the motion was simply to authorize the development and release of bid documents and that they were not currently approving the repairs. He stated that once the bids were returned they would have a clear picture of the costs associated with the repairs and the Committee would make a decision as to whether or not to continue with the repairs at that time.

Mr. Pitkin stated that while they awaited the results of the bid process, he encouraged Mr. Dusek to actively pursue the appropriate Federal and State granting agencies to determine whether repayment of the grant funding expended would be required if the repairs were not completed.

Mr. Belden called the question and the motion was carried unanimously to proceed in developing and releasing bid documents to gain quotations for the repair of the damaged portions of the railroad.

Mr. Goodspeed commended Messrs. Lamy and Butler for their efforts in developing a plan to do as much work as possible on an in-house basis to reduce the cost to the County.

Concluding the agenda review, Mr. Lamy announced that Item 3 referred to the RFP for the Warren County Railroad Operator contract, a draft copy of which was included in the agenda.

Mr. Belden stated that he felt it was very important to complete and release the RFP as quickly as possible due to the prevailing displeasure amongst many members of the Board of Supervisors with respect to the actions of the current Operator whose contract was to expire on December 31, 2010.

Mr. Dusek stated that the RFP process was well under way and that the members of the RFP Committee had met and reviewed the draft RFP which had been amended to include the comments of the Committee members before it was recently forwarded to them. He said that in his opinion, the RFP was nearing completion and could be ready for release within a matter of days, depending on how quickly the RFP Committee could reconvene to finalize it. Mr. Dusek noted that the tentative return date for responses to the RFP had been set for September 24, 2009, which would allow one year and three months to perform interviews, select an operator and develop all of the necessary contracts, allowing the chosen contractor sufficient opportunity to place their equipment and prepare themselves to begin the contract term.

Referring to Section IV Subsection A.ii., Mr. Goodspeed commented that the RFP required "financials to include balance sheet, the last three (3) annual reports if applicable, lines of established credit, plans for financing project and pro-forma of operation of project". He stated his concern that new entities, or an outfit forming a new LLC (Limited Liability Company), would not have financial reports available and he felt that the County was entitled to some explanation as to how they intended to fund the operation. Mr. Goodspeed then suggested that the RFP language be broadened to require documentation of a viable funding stream, in addition to the current financial requirements and Mr. Dusek replied that he would be sure to include those revisions.

Mr. Dusek apprised that the RFP was being developed jointly with the Town of Corinth with the goal being

to attract an operator that was willing to travel the entire rail line from the City of Saratoga Springs to the North Creek Station. He added that the Town of Corinth would continue to participate in the preparation of the RFP so long as the Committee was amenable to the agreement.

Moving on, Mr. Lamy advised that although he had not prepared a DPW agenda, he had three items to present which required Committee action, the first of which was a request for a new contract with UniFirst Corporation for uniform laundry services for the Maintenance Shop personnel. He noted that the contract term was for two years and would incur a cost of approximately \$6,000 per year, which exceeded his authority to sign contracts without a resolution.

Motion was made by Mr. Tessier, seconded by Mr. Taylor and carried unanimously to approve the request for a new contract with UniFirst Corporation for uniform laundry services as outlined above and the necessary resolution was authorized for the June 19th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Lamy announced that the second DPW item pertained to requested repairs to the parking lot of the church where the Town of Bolton Mealsite was housed. He explained that he had been approached by Candy Kelly, Director of the Office for the Aging, who had advised of the problems with the parking lot and had noted that the church was willing to purchase the stone necessary to re-coat the parking lot and had requested the County's assistance in spreading and compacting the stone.

Motion was made by Mr. Tessier, seconded by Mr. Merlino and carried unanimously to authorize DPW staff to place, grade and compact the materials purchased by the church to repair the parking lot of the building where the Town of Bolton Mealsite was housed.

Proceeding to the final DPW item, Mr. Lamy advised that he had been contacted by the new manager of the Warrensburg National Grid Station who was seeking a site to perform a three-day training session where they would train approximately 20 of their operators in backhoe operation. He said that the Toney Pit seemed to be a perfect location for the training which would include digging holes, refilling them and then grading the site. Mr. Lamy said that if the Committee was in agreement with the use he would issue a County Facilities Use Permit to authorize use of the Toney Pit for the training. He concluded that the training would have no impact on DPW operations. Mr. Pitkin asked if any insurance liability issues had been considered and Mr. Lamy replied that the matter would be addressed prior to issuing the County Facilities Use Permit.

Motion was made by Mr. Pitkin, seconded by Mr. Bentley and carried unanimously to authorize Mr. Lamy to issue a County Facilities Use Permit, thereby allowing National Grid to perform their three-day training course from the Toney Pit as outlined above.

Privilege of the floor was extended to Don DeGraw, Airport Manager, who distributed copies of the Airport agenda to the Committee members. *A copy of the Airport agenda is also on file with the minutes.*

Commencing with the New Business portion of the agenda, Mr. DeGraw advised that Item 2 consisted of a request to enter into an agreement with Dick Bovey, of Argyle Aviation, to allow him the ability to conduct FAA (Federal Aviation Administration) flight examinations at the Airport. He reminded the

Committee that this request had been presented at the April 28th meeting; however, he said, the Committee had decided to table the issue at that time at the request of Rich Schermerhorn, of Rich Air - Fixed Base Operator (FBO), who had requested additional time to review the implications of the proposed contract. Mr. DeGraw apprised that Mr. Schermerhorn had reviewed the proposed contract with his legal counsel and was agreeable to its terms and conditions. Mr. Dusek interjected that Mr. DeGraw's assessment of the situation was accurate and he noted that Mr. Schermerhorn had no objection to the contract, provided that Rich Air was listed as additional insured and was included in the indemnity provisions; he added that they had also requested that Mr. Bovey be required to provide advance notice of the use of the Airport building and facilities in order to monitor the use which would be subject to availability on a first come, first served basis. From a legal prospective, Mr. Dusek said that he had no issues with the requests made by Rich Air, all of which had been made based on the fact that if a lawsuit were to arise, it was a certainty that as the FBO, Rich Air would be named along with the County.

Mr. Belden asked Mr. Schermerhorn to confirm that he was in agreement with the contract and Mr. Schermerhorn replied that he had no objection to the contract, provided that the items specified by Mr. Dusek were included.

Motion was made by Mr. Champagne, seconded by Mr. Merlino and carried unanimously to approve the request for a new contract with Dick Bovey, of Argyle Aviation, to allow Mr. Bovey the ability to conduct FAA flight examinations at the Airport and to include the provisions cited by Mr. Dusek on behalf of Rich Air, and the necessary resolution was authorized for the June 19th Board meeting. *A copy of the resolution request form is on file with the minutes.*

Mr. DeGraw stated that Agenda Item 3 referred to the five-year Capital Improvement Program (CIP), a copy of which was included in the agenda. He said that the ultimate goal of the CIP would be the 1,000 foot extension of the main runway in 2011 and he said that most of the efforts included in the CIP would lead to this goal. Unfortunately, Mr. DeGraw noted, FAA funding was not available for the purchase of the snow removal equipment or the fire vehicle in 2009 as previously anticipated; however, he said, it appeared that the top three items listed in the report, *preliminary engineering for Runway 1 extension; land acquisition costs for the Powers' parcel and technical support services for land/easement acquisition*, would all receive FAA funding, which would require a 2.5% Local Share. Mr. DeGraw advised that he had arranged for a shuttle to tour the Airport grounds immediately following the meeting during which he would point out the specifics of the runway expansion proposed, and he encouraged any Committee members who were able to remain for the tour to do so.

Agenda Item 4 referred to a business and operations update by the FBO, Mr. DeGraw advised, and he introduced Ann Pollard, General Manager for Rich Air, to address the item.

Ms. Pollard began by announcing that she was very pleased to join Rich Air and to be working with the County. She apprised that she had recently moved to the area from Massachusetts where she had worked as the FBO Manager at an area airport for the past 19 years. She said she was very impressed by the efforts of Mr. DeGraw and his crew in managing and maintaining the Airport grounds and she noted that Mr. Schermerhorn had done an excellent job on the improvements to the Airport terminal building. Ms. Pollard stated that the renovations were not quite complete, as there were more planned for the exterior of the building which would be completed in the coming weeks. She said that since she had been in attendance,

she had received many compliments from both new and returning visitors commending Rich Air on the improvements to the terminal building and stating that they were excited about the ongoing changes at the Airport. Advertising efforts for both the Airport and other area amenities were planned to begin once the exterior improvements were complete, Ms. Pollard stated; she added that they would be partnering with the Warren County Economic Development Corporation to offer getaway packages to attract more visitors to the area.

With respect to the self-serve fueling facility, Ms. Pollard apprised that they were making progress and expected the self-serve unit to be installed within the following 30 to 45 days. She noted that the installer chosen was very highly recommended and because the companies services were in such great demand, it was difficult to pin down an exact schedule for the installation. Ms. Pollard advised that they were also considering altering the project plans to slightly increase the paved area surrounding the self-serve fueling facility for safety reasons. In addition, she advised, plans were currently being finalized for security and monitoring systems at the Airport which would be significantly better than what was required in the FBO lease.

Ms. Pollard stated that she was thrilled to report that a record amount of general aviation fuel had been sold for the term extending from February through April since the year 2000, which was very good considering the current state of the economy. She noted that although jet fuel sales were lower than expected, as they were across the Country, they were still higher than they had been for the same time during the prior year. Ms. Pollard advised that they were working on plans for new t-hangars which would accommodate general aviation planes, as well as some of the larger planes with wider wing spans. She added that they were working diligently to complete the t-hangar plans as they currently had a waiting list for people seeking hangar space.

Mr. Schermerhorn advised that his accounting staff had been closely monitoring the costs incurred for improvements to the terminal building and he advised that they were nearing a total expenditure of \$95,000. He added that they were nearing a total expenditure of \$500,000 for new computer systems and equipment and had tried to purchase either new or very nice second hand equipment. Mr. Schermerhorn said that he had yet to purchase the de-icing equipment but said that it would be in place for the upcoming winter season. He stated that his efforts in improving the Airport terminal building and operations were not just about making a good presentation for Rich Air, but also about representing the County and he said that so far almost every visitor had been impressed with the efforts. Mr. Schermerhorn said that the appearance and operation of the Airport was very important as it was the first representation of Warren County that anyone flying into the Airport would see.

Mr. Belden commended Mr. Schermerhorn on the improvements he had made to the Airport buildings and he stated that he felt Ms. Pollard was a tremendous addition to his staff.

Mr. Merlino stated that Mr. Sokol had hoped to attend the meeting but had been unable to do so and had asked that he pose some questions on his behalf, the first of which was whether or not the Airport had a suggestion box available for patrons to make suggestions on changes to Airport operations. Ms. Pollard replied that they did not currently have a suggestion box in place, but this was something that could be easily added. Mr. Merlino then questioned whether aviation oil was available for purchase and Ms. Pollard replied affirmatively, explaining that oil was available for purchase by either the quart or the gallon. In response to

Mr. Merlino's inquiry as to whether navigational charts were sold at the Airport, Ms. Pollard advised that charts were sold on a limited basis. She advised that due to a change in regulations which required that anyone selling navigational charts purchase them in lots of \$5,000 or more, they would be selling them in minimal numbers for the local area only. Mr. Merlino noted that the charge for an outer tiedown had risen from \$35 to \$60 and he questioned the reason for the increase. Mr. Schermerhorn apprised that the increase was directly related to increases in liability and operation costs and he said that it was very likely that the previous FBO would have made the same increase if they had remained in control of the Airport. Ms. Pollard interjected that the \$35 fee previously charged was far below industry standards and she noted that the charge for a similar outer tiedown at the facility where she previously worked was \$70.

Mr. Belden recalled that Mr. Schermerhorn had previously suggested the construction of a new restaurant on the Airport grounds and he asked if these plans were still being considered. Mr. Schermerhorn replied affirmatively, noting that they were discussing whether the current building should be expanded to include a larger restaurant or if a separate building should be constructed. He added that they were currently working to complete the t-hangar plans and would revisit the restaurant issue once they were complete.

Resuming the agenda review with Item 5, Airport News/Events, Mr. DeGraw apprised that the Young Eagles event would be held on Saturday, June 13th from 9:00 a.m. to 3:00 p.m., weather permitting. He explained that during the event a number of local pilots would give free airplane rides to children under the age of 18 and Ms. Pollard added that hot dogs and refreshments would be offered during the event.

Mr. DeGraw stated that a number of school tours had been given of the Airport grounds and he noted that a letter thanking the Airport staff for the tour had been received from the Washington County Head Start, a copy of which was included in the agenda. He advised that he had also included a copy of an article recently printed in *The Post Star* with respect to an elderly man who had suffered significant burns and was transported via helicopter from the Warren County Airport to a hospital specializing in burn treatment.

Mr. Lamy presented Agenda Item 6, Downsizing Staff, as referred to in the letter from the Budget Officer dated May 18, 2009, a copy of which was included in the agenda. He said that they had started 2009 with seven Airport staff members, including Mr. DeGraw, and that number had been decreased to six in March when one of the staff members had retired. Mr. Lamy reminded the Committee that he had approached them on the matter and had advised that he would attempt to leave the position vacant for the remainder of 2009, which they had done. He apprised that another Airport employee, who performed the custodial responsibilities at the Airport, was pursuing retirement for health reasons. Mr. Lamy said that a schedule had been set up to allow this person to provide the cleaning services over the weekend; however, he said, the person no longer had this capability and the services were being provided by the Buildings & Grounds staff on a limited basis. He advised that although they were currently able to function in this manner, he felt that they would need to fill the position previously vacated due to retirement in the near future and he said that he did not feel that the Airport could reasonably function if further staff reductions were made as requested in the letter from the Budget Officer.

Mr. Lamy stated that one of the most time consuming responsibilities at the Airport during the summer was mowing and he said that he had advised Mr. DeGraw to contact him when his current staff could no longer maintain the grass cutting so that he could divert resources from another DPW division to do the mowing; he added that he anticipated this request would be made in the near future. Mr. Lamy noted that although

the Airport staff had been able to provide all of the necessary services during the prior winter season, he was not sure that they would be able to do the same for the upcoming winter due to the retirement that had already occurred and the one that was likely to occur in the near future. He said that depending on the severity of the upcoming winter weather, it might become necessary to supplement the Airport staff to appropriately provide the duties required.

Proceeding to Agenda Item 7, Mr. Lamy announced that a second issue discussed by the Budget Committee was the idea of privatizing the Airport. He noted that in the past Len Fosbrook, President of the Warren County Economic Development Corporation, had been involved in a study which was prepared for the County respective to privatization of the Airport. Mr. Lamy reminded the Committee that at the time the study was completed, the Committee had determined that privatization was not in the best interest of the County. He added that because the matter had been recently re-introduced by the Budget Committee, Mr. DeGraw had briefly discussed the idea of privatization with Mr. Schermerhorn and he asked Mr. Schermerhorn to speak on the matter.

Mr. Schermerhorn stated that he had discussed the issue of privatization with Mr. DeGraw and had advised that he was consumed with the responsibilities of serving as FBO, which he enjoyed immensely. He said that he was not interested in privatizing the Airport and could not foresee what his outlook would be at the end of his 10-year contract term. Ms. Pollard interjected that becoming involved with the privatization of the Airport was not the right decision for Rich Air at the present time as they were currently focused on economic development efforts. However, she said, Rich Air would be happy to work with the County to determine ways in which the Airport could be run more efficiently in an effort to reduce expenditures.

Mr. Fosbrook apprised that there had actually been two studies performed with respect to the Airport's privatization, with the goal of both being to reduce costs to the County. He advised that the concept of one of the studies had been to bring commercial t-hangars to the Airport and that goal had been successfully attained. Mr. Fosbrook noted that 90 acres had been identified at the Airport site as a potential for an Airport Aviation Park and he advised the EDC had budgeted for a study which would determine whether the Aviation Park was a feasible option that would facilitate a return on Airport operation costs.

Concluding the agenda review, Mr. DeGraw presented the listing of items pending from prior Committee meetings which he detailed as follows:

1. Mr. DeGraw apprised that he intended to resume discussions with the County Attorney's Office in the near future with regard to the validity of the easement on the Chartrand parcel;
2. Regarding the vacancy on the NYSAC (New York State Association of Counties) Public Safety Committee, Mr. Lamy advised that he had yet to determine who would be appointed to this position but said that he had been in contact with NYSAC officials regarding the matter;
3. The status of the self-fueling facility being constructed by Rich Air was discussed previously;
4. Mr. DeGraw advised that this item should be removed as the current meeting was being held on the Airport grounds;
5. No update was provided with respect to the County Attorney's Office determining the legality of leasing Airport property to Mr. Schermerhorn for construction of a new stand-alone restaurant;
6. Mr. DeGraw asked that this item be removed as it referred to the contract with Mr. Bovey

- which was approved earlier in the meeting;
7. Discussion on options to reduce the Airport Budget, including the feasibility of privatization, were held previously; therefore, no further update was given.

As there was no further business to present, on motion made by Mr. Tessier and seconded by Mr. Stec, Mr. Belden adjourned the meeting of the Public Works Committee at 2:06 p.m.

Respectfully submitted,
Amanda Allen, Sr. Legislative Office Specialist