

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS

DATE: JUNE 30, 2009

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COMMITTEE MEMBERS PRESENT:

SUPERVISORS BELDEN  
BENTLEY  
TESSIER  
STEC  
MERLINO  
CHAMPAGNE  
TAYLOR  
GOODSPEED  
PITKIN

OTHERS PRESENT:

WILLIAM LAMY, SUPERINTENDENT OF PUBLIC WORKS  
JEFFREY TENNYSON, DEPUTY SUPERINTENDENT OF ENGINEERING  
DON DEGRAW, AIRPORT MANAGER  
PAUL BUTLER, DIRECTOR OF PARKS, RECREATION & RAILROAD  
DAVE WICK, DIRECTOR OF THE WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT  
FREDERICK MONROE, CHAIRMAN OF THE BOARD  
PAUL DUSEK, COUNTY ATTORNEY  
HAL PAYNE, COMMISSIONER OF ADMINISTRATIVE & FISCAL  
SERVICES  
JOAN SADY, CLERK OF THE BOARD  
KEVIN GERAGHTY, BUDGET OFFICER  
SUPERVISORS SHEEHAN  
STRAINER  
THOMAS  
PATTY BETHEL, COOPER'S CAVE ALE COMPANY, LTD.  
JAMIE WHITE, SMALL BUSINESS DEVELOPMENT COORDINATOR  
WALT LENDER, LAKE GEORGE ASSOCIATION (LGA)  
DAVE DECKER, LAKE GEORGE WATERSHED CONFERENCE  
JOHN RIEGEL, UPPER HUDSON RIVER RAILROAD (UHRR)  
AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST

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Mr. Belden called the meeting of the Public Works Committee to order at 10:30 a.m.

Motion was made by Mr. Champagne, seconded by Mr. Pitkin and carried unanimously to approve the minutes from the May 26, 2009 and May 28, 2009 Public Works Committee meetings, subject to correction by the Clerk of the Board.

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.*

Beginning with the review of the New Business portion of the agenda, Mr. DeGraw announced that Item 2 referred to a request to authorize an agreement with the Adirondack Balloon Festival for the Balloon Festival event to be held at the Floyd Bennett Memorial Airport on September 25 - 27, 2009.

Motion was made by Mr. Pitkin, seconded by Mr. Bentley and carried unanimously to approve the request for an agreement with the Adirondack Balloon Festival as outlined above and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. DeGraw stated that Agenda Item 3 referred to a press release from Senators Schumer and Gillibrand announcing that a \$332,500 grant was being awarded in connection with the Runway 1 Extension Project, a copy of which was included in the agenda and is on file with the minutes. He added that the grant award was part of

a larger \$750,000 grant which left additional funds to be used in connection with the Project in the future. Agenda Item 4, Mr. DeGraw advised, pertained to a request for a new contract with C&S Engineers for the environmental assessment and preliminary engineering required in connection with the Runway 1 Extension Project which would be funded by the previously noted \$332,500 in grant funding. Although the resolution request form indicated the total associated with the contract to be \$334,162, Mr. DeGraw pointed out that this was a discrepancy and the actual total was \$334,469.

Mr. Belden questioned if a Local Match was required in connection with the grant funding received for the Project and Mr. DeGraw replied affirmatively, noting that the match was 2.5%.

Motion was made by Mr. Goodspeed, seconded by Mr. Taylor and carried unanimously to approve the request for a new contract with C&S Engineers in the amount of \$334,469 for the environmental assessment and preliminary engineering services required in connection with the Runway 1 Extension Project, contingent upon the receipt of grant funding, and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. DeGraw announced that Agenda Item 5 referred to a request to ratify the actions of the Chairman of the Board of Supervisors in applying for and executing a grant agreement with the FAA (Federal Aviation Administration) for an amount not to exceed \$340,000 to be used in connection with the environmental assessment and preliminary engineering services necessary for the Runway 1 Extension Project. He noted that a request to ratify the actions of the Chairman had been presented because the grant application deadline was July 15<sup>th</sup>; therefore, he said, it would be necessary to submit the application prior to the July 17<sup>th</sup> Board meeting. Mr. DeGraw pointed out that the resolution request form indicated a grant total of \$334,162 but stated that this was a discrepancy as the total should be \$340,000.

Motion was made by Mr. Goodspeed, seconded by Mr. Pitkin and carried unanimously to approve the request to ratify the actions of the Chairman of the Board in applying for and executing a grant agreement with the FAA as outlined above and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Continuing, Mr. DeGraw presented Agenda Item 6 which included a request for a new contract with C&S Engineers in the amount of \$29,431 to perform technical support services for the acquisition of an easement in connection with the Runway 1 Extension Project. He advised that the easement would be secured from Forest Enterprises.

Motion was made by Mr. Bentley, seconded by Mr. Stec and carried unanimously to approve the request for a new contract with C&S Engineers in the amount of \$29,431 as outlined above, contingent upon receipt of the FAA grant funding outlined in Agenda Item 7, and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

In connection with the previous request, Mr. DeGraw apprised that Agenda Item 7 consisted of a request to ratify the actions of the Chairman of the Board in applying for and executing a grant agreement with the FAA to provide funding for technical support services to be received from C&S Engineers in the acquisition of an easement from Forest Enterprises. He noted that the anticipated grant funding was for an amount not to exceed \$29,431 and would require a \$736 Local Share.

Motion was made by Mr. Champagne, seconded by Mr. Stec and carried unanimously to approve the request to ratify the actions of the Chairman of the Board in applying for and executing a grant agreement with the FAA as outlined above and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. DeGraw advised that Agenda Item 8 referred to a presentation on the Airport Master Plan and the Airport Layout Plan. He stated that the Airport Master Plan was finally ready to be approved by the County and to be subsequently forwarded to the FAA for their approval. Mr. DeGraw introduced Charles McDermott, of C&S Engineers, who was in attendance to speak on the matter.

Mr. McDermott distributed copies of the Airport Layout Plan which he then proceeded to review for the Committee's benefit; *a copy of the Airport Layout Plan is on file with the minutes.* He explained that the Airport Layout Plan was part of the Airport Master Plan and would be used as a tool in connection with the FAA to seek funding for the various projects planned at the Airport over a 20 year planning period. Mr. McDermott said that over the past few years they had been dealing with obstruction issues determined by the FAA at the Airport and since Mr. DeGraw had become the Airport Manager they had worked to address and resolve these issues. He added that together with the FAA they have developed a solution for addressing all of the obstructions which would not require the displacement of the runway ends, which was an advantage for the Airport from a performance standpoint. Mr. McDermott pointed out that the biggest development project shown on the Airport Layout Plan was the Runway 1 Extension Project which was a major piece of the proposed developments. He noted that additional apron and tie down areas had been included for aircraft parking, as well as additional t-hangar development and smaller navigation projects. Mr. McDermott stated that if they were to total all of the development projects represented in the Airport Layout Plan they would reach a figure of \$12 to \$15 million in proposed development over the 20 year planning period. He advised that the Airport Layout Plan was crucial to the receipt of FAA funding in connection with the environmental assessment for the Runway 1 Extension Project as funding would not be granted unless the Airport Layout Plan was approved by both the County and the FAA. Mr. McDermott concluded that once all of the necessary approvals for funding were received, they would secure the necessary environmental reviews, approvals and permitting necessary to begin the design process in 2011, with construction to begin in 2012 or 2013.

Referring to the Airport Layout Plan, Chairman Monroe questioned if the areas located to the east of the north end of Runway 1, labeled as "Apron/Hangar Development" would be designated solely for t-hangar construction and Mr. McDermott replied in the negative, noting that the areas were being reserved to be sure that nothing incompatible with Runway 1 would be constructed there.

As the Committee had no further questions for Mr. McDermott, Mr. DeGraw presented Agenda Item 9 which consisted of a request to ratify the actions of the Chairman of the Board in executing the Airport Layout Plan, contingent upon FAA approval.

Motion was made by Mr. Stec, seconded by Mr. Tessier and carried unanimously to approve the request to ratify the actions of the Chairman of the Board in executing the Airport Layout Plan contingent upon FAA approval and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. DeGraw announced that Agenda Item 10, the final New Business item, referred to an article published in *The Post Star* regarding the Young Eagles event that was recently held at the Airport, a copy of which was

included in the agenda.

Concluding the agenda review with the Old Business section, Mr. DeGraw presented the Referrals, and items pending from prior Committee meetings, which he detailed as follows:

1. Mr. DeGraw said that he continued to work with the County Attorney's Office with respect to legal action previously authorized by the Committee to determine the validity of an easement on the Chartrand parcel;
2. Respective to the vacant position on the NYSAC (New York State Association of Counties) Public Safety Committee which was previously held by the former Airport Manager, Marshal Stevens, William Lamy, Superintendent of Public Works, apprised that he had spoken with NYSAC officials and had determined that if the Committee was in agreement he would nominate Mr. DeGraw to fill the vacancy on behalf of Warren County for the approval of the appropriate NYSAC Committee.

Motion was made by Mr. Champagne, seconded by Mr. Tessier and carried unanimously to nominate Mr. DeGraw to fill the vacant position on the NYSAC Public Safety Committee on behalf of Warren County.

3. Mr. DeGraw stated that Rich Air was still working to produce the self-fueling facility at the Airport and he anticipated that it would be completed some time during the upcoming summer;
4. No update was provided with respect to the legality of leasing Airport property to Rich Air for the construction of a new stand-alone restaurant.

As there was no further Airport business to present, Mr. DeGraw left the meeting at 10:42 a.m.

Chairman Monroe left the meeting at 10:43 a.m.

Privilege of the floor was extended to Mr. Lamy who distributed copies of the DPW agenda and the Expense Budget Performance Report to the Committee members; *copies of both documents are on file with the minutes.*

Mr. Lamy advised that the first agenda item listed referred to the Expense Budget Performance Report and he noted that they were doing very well and remaining under budget in most areas. He stated that although they had implemented a 10-hour work day for the paving crews in prior years, they had decided to maintain an 8-hour workday for the 2009 paving season and had limited the work performed to just what was required to complete the job at hand. In doing so, he added, they had reduced the amount of overtime incurred by 156 hours through the last pay period. Mr. Lamy stated that there were only two County paving jobs left to be completed for the current paving season, one of which was the Peaceful Valley Road which they did not intend to complete until late summer due to road closures caused by a bridge project performed during the spring. He added that they would be ready to begin the Town paving schedule in the near future.

Mr. Lamy circulated pictures taken by his staff of reconstruction work on DPW projects such as those occurring on Garnet Lake Road and some other bridge projects. He said that the DPW crews were fully engaged and were trying to do as much work on an in-house basis as possible. Mr. Lamy noted that although the increased use of County staff to provide work that would have traditionally by contracted to private entities might not result in a budget savings, he felt that more work could be completed by County staff with the funds available than if they were required to pay an outside contractor for the same work. He said that they had three bridge projects left for 2009 which the DPW staff enjoyed working on and he was proud of the work they had completed. Mr. Lamy added that he encouraged the Committee members to visit the job sites to see the work that had been completed

by his staff. He then displayed a set of plans developed by the engineering staff and noted that this was another testament to their abilities to provide work that had traditionally been sought from an outside source and had incurred additional costs to the County.

Mr. Lamy advised that there had been no overages in salary codes which was directly related to the fact that they had not been filling vacant positions. He said that several retirements had occurred and the related settlements had been absorbed within the payroll codes. Mr. Lamy said that he would require a transfer of funds in the next quarter resultant from previous position changes. He advised that when the Administrative Assistant position was abolished it had been removed from the Highway Department, while the Confidential Assistant position was created in the Public Works Administration Department; therefore, he said, a transfer would be required to move funding to the appropriate codes to cover salary costs.

Mr. Lamy said that if fuel prices remained at their current level the Fuel Budget would not be exceeded and he noted that they were also doing well with overtime in the Snow and Ice Removal Codes due to the relatively mild winter weather experienced during the early portion of 2009.

Mr. Belden questioned when the fuel billing system would be current and Mr. Lamy replied that the fuel bills for the month of April had recently been sent and he did not think the billing system would be current until a new system was installed. He said that they expected to bid the replacement of the billing systems at all of the fuel sites early in July; he added that the new billing system would implement increased computer capabilities and programs. Mr. Lamy stated that the current system was unreliable and they continued to experience problems with the system regardless of the assistance of the very helpful Information Technology staff.

Mr. Champagne pointed out that page 10 of the Expense Budget Performance Report reflected a total of \$2.6 million for Code 8160, Solid Waste. Mr. Lamy stated that this was one weakness in his budget as a shortage of as much as \$2 million was being anticipated for this Code. Mr. Belden announced that Chairman Monroe had indicated that a special meeting would be scheduled to discuss Solid Waste issues and this matter could be further discussed during that meeting.

Paul Butler, Director of Parks, Recreation & Railroad, entered the meeting at 10:55 a.m.

Resuming the agenda review, Mr. Lamy directed the Committee members to page 1 of the agenda which reflected results of the online equipment auction which had raised \$48,956.61 in revenues for the County. He noted that two items had been held from the auction, a 1986 trailer valued at \$12,000 and a 1997 Volvo dump truck valued at \$7,600, as the Town of Lake George had been interested in purchasing them. Mr. Lamy advised that page 2 of the agenda included a request to transfer these items to the Town of Lake George for the sum of \$19,600.

Motion was made by Mr. Goodspeed, seconded by Mr. Bentley and carried unanimously to approve the request to transfer a 1986 trailer and a 1997 Volvo dump truck to the Town of Lake George for the sum of \$19,600 and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. Lamy apprised that the next agenda item consisted of a request for transfer of funds as outlined on page 4 of the agenda. He explained that the transfer was necessary in relation to an unemployment claim which had been submitted by a former County employee and was later challenged by the County. Mr. Lamy said that a hearing had been held by the New York State Unemployment Board during which the County's objections to

the unemployment benefits had been heard and subsequently upheld by the Board. He advised that the employee had been paid a total of \$1,791 in unemployment benefits prior to the hearing and it was his understanding that the amount would be collected from the former employee and returned to the County; however, he said, in the meantime a transfer of funds was necessary to cover the amount expended.

Motion was made by Mr. Champagne, seconded by Mr. Pitkin and carried unanimously to approve the request for a transfer of funds in the amount of \$1,791 from Code D.5020 110, County Road - Engineering - Personal Services - Regular, to Code D.9050 850, County Road - Unemployment, and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Chairman Monroe rejoined the meeting at 10:57 a.m.

Mr. Lamy advised that the next agenda item pertained to tax bills received for the Gaslight Village Property, copies of which were included on pages 5 and 6, while page 7 reflected a summary of the amount owed. He said that it was his understanding that the County would pay a total of \$8,023.34 for the County Share of the tax bills, an amount he had been asked to pay from the DPW budget. Mr. Lamy apprised that in speaking with Mr. Belden it had been suggested that the issue be raised at the current Committee meeting to discuss the possibility of using funds received for parking at the Gaslight Village Property to pay the tax bill.

Joan Sady, Clerk of the Board, interjected that the County would actually need to pay the total of both tax bills, \$12,940.86, and the County Attorney had suggested that revenues received for parking at the Gaslight Village property be used to offset the tax bills. However, she noted, in order to do so resolutions from the County, Town and Village of Lake George authorizing the transaction were required. Mrs. Sady advised that she had forwarded memos to this effect to both the Town and Village of Lake George and was awaiting their approval.

Mr. Belden stated that he did not think the taxes could be paid from the DPW budget because there was not an appropriate budget code to support the expenditure and Mr. Lamy replied that there was a code available; however, the funds therein were earmarked for water and other taxes which must be paid for the remainder of the year. Mrs. Sady stated that the theory had been that Mr. Lamy would pay the tax bill from his budget and the amount would be reimbursed to the DPW budget once the appropriate resolutions of approval were received from the Town and Village of Lake George and the County, thereby allowing the use of parking revenues.

Mr. Belden questioned if the \$8,023.34 total listed in the summary on page 7 of the agenda was the total County Share of the tax bill and Mrs. Sady replied affirmatively. She reiterated that the County should pay the total of both bills, \$12,940.86, and the monies could be reimbursed from parking revenues received when the appropriate resolutions were in place. Mrs. Sady then clarified that the \$6,627.06 tax bill included on page 5 of the agenda reflected the property taxes owed to the Village of Lake George, while the \$6,313.80 bill on page 6 was for taxes owed to the County and Town of Lake George. She added that as per the County Attorney's Office, these were the last tax bills that would be received on the property as it was now classified as a tax exempt property. Mr. Belden then asked if the Town and Village of Lake George were required to pay a portion of the taxes owed and Mrs. Sady replied affirmatively, noting that each were responsible for 19% of the total and the County was responsible for 62%.

Chairman Monroe requested that the County Attorney review the bills once again because the closing on the property had taken place on March 14, 2008 and it was his understanding that the taxable status change date had been March 1, 2009, making the property non-taxable after that date. He noted that the tax warrant

forwarded by the Village of Lake George was dated June 1, 2009 for the term June 1, 2009 through May 31, 2010 during which period the property was tax exempt; therefore, he added, there should be no taxes due. Additionally, Chairman Monroe pointed out that the value of the conservation easement on the property should have been deducted from the total assessed value for the property and he questioned whether this had been done. He said that these were legal issues that should be reviewed before the bills were paid.

Mr. Belden questioned whether the 3M's (Municipalities - Warren County, Town of Lake George and Village of Lake George) were being billed for taxes only on their 2.5 acre portion of the Gaslight Village Property and if the 3E's (Environmental Groups) were being taxed for the remainder. Chairman Monroe replied that the 3M's should be billed only for the total of the assessed value of the property, less the assessed value of the conservation easement, and he reiterated that he was unsure as to whether this had been done. Mr. Bentley pointed out that typically, interest and penalty fees were waived for taxes paid by municipalities and he questioned why those had not been removed from the tax bills; in addition, he questioned why the 3E's were not responsible for a portion of the tax bill.

Mr. Belden suggested that the issue be tabled pending further information from the County Attorney's Office as to the questions raised by Chairman Monroe and Mr. Bentley. Mrs. Sady countered that the issue should be presented at the upcoming Finance Committee meeting, provided that the necessary information could be obtained by the County Attorney's Office in that time frame.

Motion was made by Mr. Champagne, seconded by Mr. Pitkin and carried unanimously to refer the issue to the Finance Committee for further discussion.

Mr. Belden noted that if the County Attorney's Office was not able to provide the information requested at the upcoming Finance Committee meeting, the issue would be tabled.

Mr. Lamy announced that a bill had been received for the engineering reports provided by Clark Patterson Lee (CPL) for the building on the Gaslight Village property. He noted that originally an agreement had been developed between the 3M's which stated that 62% of the cost for the reports would be funded by the County with the Town and Village of Lake George each providing 19% of the remaining total. Mr. Lamy advised that they had intended to pay the full amount of the invoice and subsequently bill the Town and Village of Lake George for their portions; however, he said, the resolution previously adopted in relation to the CPL contract allowed for the County to pay only 62% of the total and the County Attorney's Office had directed him to address this issue with the Committee. He stated that it was his understanding that the Village of Lake George had since expressed that they were not in favor of paying their 19% portion, which raised a dilemma as to how the contract costs would be funded.

Mr. Belden asked Mr. Tessier if the Town of Lake George intended to pay their 19% share of the invoice and Mr. Tessier replied in the negative, noting that he was not willing to approve the expenditure as he did not agree with the results of the report. He said that the dimensions noted in the engineering report for the Cavalcade of Cars building were incorrect and the proposed uses for the building were out of proportion with the project and he did not feel that CPL should be paid for the work. Mr. Tessier reminded the Committee that the Town of Lake George had commissioned and paid for engineering reports to determine the structural integrity of the buildings on the Gaslight Village property which were received and reviewed before the County contracted with CPL for the same reports and he did not intend to pay twice for the same information, especially in light of the discrepancies in the CPL report.

In light of Mr. Tessier's complaint that the measurements listed in the CPL report were incorrect, Mr. Pitkin questioned whether a third party had been requested to verify the information in the CPL report and Mr. Lamy replied in the negative. Mr. Pitkin stated that in his opinion, the measurements should be verified and if the CPL figures were incorrect, they should not be paid for the report. Mr. Champagne questioned whether they could re-negotiate with CPL to decrease the price of the engineering reports based on the opinion that the dimensions reported were incorrect and Mr. Lamy replied that they had already done this and had reduced the price of the engineering reports from \$21,000 to \$16,000. Mr. Lamy added that the County had contracted with CPL for the engineering reports and were ultimately responsible for payment of the contract.

Subsequent to further discussion on the matter, motion was made by Mr. Goodspeed, seconded by Mr. Champagne and carried by majority vote to authorize the County to pay the entire \$16,000 CPL invoice and seek reimbursement from the Town and Village of Lake George for their respective 19% shares, with Messrs. Merlino and Pitkin voting in opposition, and refer same to the Finance Committee.

Mr. Lamy apprised that Dave Wick, Director of the Warren County Soil & Water Conservation District, Walt Lender, of the Lake George Association (LGA), and Dave Decker, of the Lake George Watershed Conference, were in attendance to address the Committee respective to the Westbrook Road realignment which had been proposed in connection with the environmental portion of the plans for the Gaslight Village property.

Mr. Lender distributed two concept maps displaying prospective plans for the Gaslight Village property and Westbrook Road, one of which was a color map while the other was printed in black and white; *copies of both maps are on file with the minutes*. He explained that the color map reflected the first concept presented for the property and the other was the concept approved during the prior winter when discussions were held with respect to the anticipated uses for the festival space located on the property. Mr. Lender apprised that during the prior week the Management Committee for the Westbrook/Gaslight Village property, which included representatives from both the 3M's and the 3E's, had met primarily for discussion on the \$2.5 million transportation enhancement grant which was available and to make sure that adequate non-federal matching funds could be provided. He said that the conversation had included discussion on one of the larger decisions that had to be made in connection with the project which was whether or not to physically move the north lane of Westbrook Road. Mr. Lender reminded the Committee that early plans had included adding an aggressive bump-out of the north lane into the northern parcel of the Gaslight Village property which would allow sufficient room to include a sediment retention pond to remove sediment from West Brook. He said as they progressed with the engineering process they had found that certain design standards needed to be met and the aggressive bump-out could not be used; therefore, he said, a much less invasive bump-out had been included in the later plans, as reflected in the black and white map, which restricted the size of the retention pond that could be constructed.

New information had been received from the DPW Department with regards to the Beach Road Reconstruction Project, Mr. Lender apprised. He said that there was an option of installing a sediment retention pond at the intersection of Westbrook and Beach Roads, which could give additional sediment retention capacity. Mr. Lender said that subsequently, discussion had been held as to whether or not the relocation of West Brook Road was actually necessary in light of the fact that a sediment retention pond could be included in an alternate location. He added that they had been unable to answer this question as all of the information was not available and they had decided that this discussion would be brought back to the DPW Committee to gain input as to what factors would determine whether or not the road would be moved.

Mr. Lender noted that regardless of the option chosen, certain highway standards had to be met and they were

looking into whether the bump-out could still be implemented if all of the standards were met. He advised that the addition of the sediment pond in connection with the Westbrook Road realignment would assist them in a number of areas both aesthetically and for sediment retention measures, as well as for the treatment of West Brook itself, as this was not being done on the south parcel with the stormwater design. Mr. Lender stated that in conversations held with Mr. Wick over the past few months it had been suggested that there might be areas of West Brook that could be widened to allow for sedimentation control and although it would require removing some trees along the route, it would not require any movement of West Brook Road. He concluded that these were options for the Committee to consider and comment on before final decisions were made.

Mr. Wick apprised that a Technical Committee, which included himself, Mr. Decker, Mr. Lender, Mr. Lamy and Jeffrey Tennyson, Deputy Superintendent of Engineering, had previously been developed to forward the concept behind the Westbrook Project. He said that during one of the meetings of the Technical Committee held over a year ago, the question had been raised as to whether or not in-stream sedimentation retention could be performed without realigning West Brook Road, which had prompted himself and his staff to research the matter and subsequently develop an aerial drawing reflecting how the in-stream sedimentation retention could feasibly be implemented; *Mr. Wick distributed copies of the map, a copy of which is on file with the minutes.* Mr. Wick confirmed that a sediment pond could be constructed in the existing space, without requiring any realignment of West Brook Road. He added that the basin would have the capacity of approximately 1,000 cubic yards and could be shortened or extended to meet the desired dimensions; however, he said, this would mean that some of the existing trees would have to be removed. Mr. Wick noted that in the current depiction, the size and location of the basin had been chosen to minimize tree loss. He concluded that he did feel it was feasible to constrict in-stream sediment removal within the existing confines of West Brook Road and he advised that additional in-stream enhancements could be implemented if the suggestion of the DPW was used at the intersections of Beach and West Brook Roads, although additional amenities, such as having a flood plain for the stream and other aesthetic values, would be lost by not realigning the road.

Mr. Tennyson advised that preliminary design work for the Beach Road Reconstruction Project was ongoing and a preliminary draft design report had been produced. He said that in the course of performing the preliminary engineering review they had investigated the existing culvert that carried West Brook beneath the end of West Brook Road and into Lake George and had found that it was a 220' long concrete structure which would require replacement prior to the reconstruction of Beach Road. He added that at that point they had also determined that they would prefer to realign the intersection of Beach and West Brook Roads to improve the traffic flow and safety of the intersection, and in doing so would free up a considerable amount of existing County right-of-way (ROW) which would allow sufficient space to construct an open channel sediment basin, rather than replacing the entire 220' closed culvert structure; he advised that the change would also result in costs savings for the Project.

The implementation of a settling basin at the end of West Brook Road would capture sedimentation from the entire length of West Brook, Mr. Tennyson stated, which was preferable to the construction of the sediment basin proposed through the realignment of West Brook Road as this method would provide sediment control for the entire length of West Brook, rather than for the top half, leaving the lower half untreated. He said that they would be proceeding with plans to include the open channel sediment basin in the final design for the Beach Road Reconstruction Project as it was in the best interest of the County to do so, regardless of what sedimentation steps were included farther upstream. Mr. Tennyson stated that the Project was to be fully funded through NYSDOT (New York State Department of Transportation) grants and he noted that although the open channel sediment basin had not been incorporated into the final design report previously submitted, NYSDOT

had given an informal approval of the concept when they had been apprised of the idea.

Mr. Belden questioned whether a Local Share was required for the NYSDOT grant funds received in connection with the Beach Road Reconstruction Project and Mr. Tennyson replied affirmatively, advising that a 5% Local Share would be required.

When questioned on the matter, Mr. Tennyson apprised that there would be direct pedestrian access to the sediment basin and the only negative effect to the Westbrook Project would be that the open channel sediment basin would not be integral to the environmental projects planned for the Gaslight Village property.

Discussion ensued.

Mr. Lamy asked Mr. Lender what action the 3E's sought of the Committee and Mr. Lender replied that the 3E's were looking to proceed with their project developments and desired some indication as to whether or not the County would allow for the realignment of West Brook Road as indicated in the plans distributed. He said that although they did not require an immediate answer, they preferred to receive one in the next 30 to 60 days.

Motion was made by Mr. Bentley, seconded by Mr. Taylor and carried by majority vote, with Mr. Belden voting in opposition, to leave the road as it was and to construct the sediment pond at the intersections of Beach and West Brook Roads, as was to be included in the Beach Road Reconstruction Project, and to rescind Resolution No. 754 of 2008 which previously approved the realignment of West Brook Road. *A copy of the request to rescind Resolution No. 754 of 2008 is on file with the minutes.*

Mr. Belden stated that he had opposed the motion as he felt the realignment of West Brook Road would provide the best sedimentation measures for West Brook.

Mr. Belden thanked Messrs. Wick, Lender and Decker for attending the meeting and all three left at 11:43 a.m.

Resuming the agenda review with an update on Federal Stimulus Package funding for the Milton Street Bridge Project, Mr. Tennyson advised that with the help of the Town of Warrensburg they had secured all of the necessary utility agreements and were expecting to receive clearance from NYSDOT within the following week or two to proceed with the project at which point they would be ready to bid the construction work. He said that one issue complicating the matter was the fact that NYSDOT had indicated the possibility of a second round of funding which might become available, similar to the Federal Stimulus funding that had been received for the two bridge projects ongoing in the Town of Stony Creek. Mr. Tennyson said this possibility had led them to wonder whether they should proceed under the existing grant, which required a 5% Local Share, or wait to see if additional Federal Stimulus funding would become available which required no Local Share and would save the County approximately \$170,000. He apprised that he had spoken with a NYSDOT representative who indicated that although he was relatively sure no additional Federal Stimulus funding would become available, there was always a small chance that something could change and the grant opportunity would resurface. Mr. Tennyson added that the NYSDOT representative had indicated that he would know for sure whether or not funding would be available by the end of July; therefore, Mr. Tennyson said, they had decided to proceed with the bid process for the Milton Street Bridge Project with the award of the bid to occur subsequent to a determination as to whether or not additional Stimulus monies were available. He concluded that the matter had been presented as an informational item only and required no Committee action.

Mr. Belden questioned whether the \$170,000 Local Share for the Milton Street Bridge Project had been included in the existing Budget and Mr. Lamy replied affirmatively. Mr. Bentley noted that the Local Share for the two bridge projects in the Town of Stony Creek had been included in the 2009 Budget but had not been used as they were being completely funded through the use of Federal Stimulus funding which did not require a Local Share. Mr. Lamy asserted that Mr. Bentley's statement was correct and that the funds attributed to the 2009 Budget for the anticipated Local Share remained within the budget and would eventually be transferred to General Fund Surplus at the close of the project if they managed to complete both bridge projects solely using grant funds.

Mr. Lamy directed the Committee members to page 8 of the agenda which included a request to authorize the Chairman of the Board to sign all agreements for engineering, construction and cost sharing agreements in connection with the Corinth Road/Main Street/Broad Street Project.

Motion was made by Mr. Champagne, seconded by Mr. Taylor and carried unanimously to approve the aforementioned request and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. Stec apprised that the Town of Queensbury would be adopting a similar resolution at their July 6<sup>th</sup> Town Board meeting.

With respect to paving projects being funded by Federal Stimulus grant monies, Mr. Lamy apprised that \$746,000 had been awarded to Warren County for the resurfacing of two roads, those being Glenwood Avenue and a portion of Corinth Road. He said that Kevin Hajos, Senior Civil Engineer, had completed the design reports and the specification manuals for the paving projects in-house, both of which had been submitted to NYSDOT for final approval and would eventually be released in connection with the bid for the construction work. Mr. Lamy noted that using the existing engineering staff to produce these documents had saved the County approximately \$15,000, a cost which would have been incurred if they had contracted with a private entity to do the work. He said that there was currently a question as to whether they would use the grant monies to contract with an outside firm to do the paving or if the County would do the work itself; he noted that although the County could probably perform the paving work more efficiently than an outside contractor, any money saved had to be returned to the Federal Government. Mr. Belden stated that he felt it was more sensible to bid the work to an outside contractor and Mr. Lamy advised that the Union had an issue with using Federal Stimulus monies to pay an outside contractor to do the work, rather than doing it on an in-house basis; therefore, he said, there were issues that had to be resolved in determining which direction to proceed. He added that they planned to provide inspection services on an in-house basis and if there was an opportunity to bill time for the inspections against the project, they intended to do so.

Mr. Lamy said that beginning on page 20 of the agenda he had included a brochure outlining the New York State County Highway Superintendent Association's 100<sup>th</sup> Anniversary Summer Conference & Celebration which was scheduled to be held on August 30<sup>th</sup> - September 2<sup>nd</sup>, 2009 at The Saratoga Hilton in Saratoga Springs, NY. He said he was requesting permission for both himself and Mr. Tennyson to attend the meeting and he noted that they would be traveling daily to and from the meeting; he added that he also sought permission for himself to attend the Reception/Banquet being held on the evening of September 1<sup>st</sup>. Mr. Lamy stated that the funds necessary to support the costs of the meeting attendance were available within his existing budget.

Motion was made by Mr. Champagne, seconded by Mr. Bentley and carried unanimously to approve the requests to attend the New York State County Highway Superintendents Association's 100<sup>th</sup> Anniversary Summer

Conference & Celebration as outlined above. *Copies of the Authorization to Attend Meeting or Convention forms are on file with the minutes.*

Mr. Lamy advised that on pages 24 through 27 of the agenda he had included information pertaining to contracts which had been automatically renewed at the same rates as the prior year. He said that the information included on agenda page 28 pertained to a fuel contract which had been renewed; however, he noted, the current fuel price was \$2.06 per gallon and that figure fluctuated daily depending on prevailing rates. Mr. Lamy stated that these items required no Committee action and had been provided for informational purposes only.

Moving on, Mr. Lamy advised that agenda page 29 reflected a request for a new contract with Peckham Materials Corporation for bituminous dust control materials which were used during highway construction projects. He added that the funds to support the contract were available within the existing budget.

Motion was made by Mr. Goodspeed, seconded by Mr. Champagne and carried unanimously to approve the request for a new contract with Peckham Materials Corporation for bituminous dust control materials and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. Tennyson announced that the next agenda item referred to a request to amend the existing contract with Earth Tech, Inc. for an amount not to exceed \$21,939 to include supplemental consultant agreement #6 for the Woolen Mill Bridge Reconstruction Project, as reflected on agenda page 31. He explained that additional ROW work had been required in connection with the project and he noted that the increased costs would be covered by grant funding.

Motion was made by Mr. Tessier, seconded by Mr. Bentley and carried unanimously to amend the existing contract with Earth Tech, Inc. in the amount of \$21,939 as outlined above and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Continuing, Mr. Tennyson directed the Committee members to agenda page 38 which included a request to authorize the Chairman of the Board to execute aerial easements with utility companies in connection with aerial utility lines spanning, running parallel to or crossing County ROW. He explained that in connection with the Milton Street Bridge Project, National Grid had been required to move some aerial lines that crossed the County ROW; therefore, he noted, the easement granted to them required modification. Mr. Tennyson said they were requesting permission for the Chairman of the Board to be authorized to execute agreements in all future instances, pending recommendation by the Superintendent of Public Works and the approval of the County Attorney. He noted that these were no-cost agreements which occurred each time they directed National Grid to move a line on a County ROW.

Motion was made by Mr. Champagne, seconded by Mr. Bentley and carried unanimously to approve the aforementioned request and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. Tennyson stated that agenda page 39 consisted of an announcement regarding an upcoming public meeting pertaining to the Exit 20 Corridor Study which had been underway since the previous fall season. He said that Creighton Manning was performing the study in connection with the Adirondack Glens Falls Transportation Council (AGFTC) which covered the Route 9 corridor from Round Pond Road north to State Route 149. Mr. Tennyson advised that agenda page 40 included a notice regarding a public meeting being held in the Town of

Johnsburg relating to the Harrington Road Bridge Project. He added that neither of these items required any Committee action.

Concluding the agenda review, Mr. Lamy presented the listing of referral items which he outlined as follows:

1. With respect to the Corinth Road Project, Mr. Lamy advised that they were moving along on the acquisition of property required to further the Project and he stated that condemnation proceedings for all of the necessary parcels had been submitted to the Courts except for one, which would be addressed in the near future. He said that they were still working to meet the September deadline to retain Federal funding and he asked Mr. Stec if he had anything to report on the status of the Town of Queensbury's condemnation process. Mr. Stec apprised that the Town of Queensbury had commenced proceedings on all of the properties which would require condemnation actions and the final Court date had been scheduled for July 13<sup>th</sup>. He said that the Court had been revising the issues very quickly and he anticipated that the condemnation actions would proceed in this manner, allowing for all Court actions to be completed by the end of July;
2. The Budget Performance Report was discussed previously;
3. No update was provided with respect for NYSDEC (New York State Department of Environmental Conservation) requests for work at Scaroon Manor;
4. No update was provided with respect to NYSDEC violation citations at the North Creek fuel farm;
5. No update was provided with respect to the Stormwater Officer position;
6. The Milton Street Bridge was discussed earlier in the meeting;
7. No update was provided with respect to the Middleton Bridge;
8. Mr. Lamy advised that Sunnyside Road had been weight posted during the spring months and would remain weight posted for the duration of the construction season;
9. No update was provided with respect to whether the City of Glens Falls DPW was willing to transport blacktop materials to City paving projects being performed by the County to save costs;
10. Mr. Lamy stated that the DPW was prepared to pave the parking lot of the Human Services Building when it was appropriate to do so and arrangements had also been made to pave the parking lot and drive for the new Soil & Water Building.

Chairman Monroe left the meeting at 11:58 a.m.

There being no further DPW business to present, Mr. Belden announced that they would commence with a review of the Warren County Sewer agenda, copies of which were distributed to the Committee members; *a copy of the Warren County Sewer agenda is also on file with the minutes.*

Mr. Lamy announced that because there was no Old Business to discuss he would begin the agenda review with New Business Item 2, which consisted of a request to extend the existing contract with Clough, Harbour & Associates (CHA) in the amount of \$63,700 for additional construction inspection services. He explained that the extra work authorization had become necessary when the contractor performing directional drilling in connection with the Hague Sewer Project had experienced difficulties which had delayed the drilling process. Mr. Lamy advised that CHA had originally engineered the Sewer Project to include an open cut across State Route 9; however, he said, those plans had subsequently been changed to allow for directional drilling beneath Route 9 to reduce construction costs. He noted that one condition of the NYSDOT permit for the directional drilling had been that constant construction inspection was necessary which meant that CHA was required to

maintain a constant presence at the work site, resulting in higher than anticipated construction inspection expenses due to drilling delays.

Mr. Belden said that he was opposed to the additional charges as a contract had been secured with CHA in the amount of \$497,000 at the start of the Hague Sewer Project which was supposed to include all construction inspection services. He reminded the Committee that they had previously approved a change order for additional inspection services and combined with the current request, a total cost of approximately \$100,000 had been charged for additional inspection services, on top of the \$497,000 contract costs, and the project was not yet complete. Mr. Belden stated that he wished to see a more accurate breakdown on the hours they would be spending for construction inspection services in connection with the Project to justify their charges. Mr. Lamy replied that the additional costs for inspection services were directly resultant of the NYSDOT permit which required constant construction inspection during the directional drilling process. He added that because the contractor had experienced an issue which caused a delay in the process, the inspection services were required for a longer period than originally anticipated, which consequently increased the amount charged by CHA. Mr. Lamy stated that he felt Mr. Belden's anger was directed at the wrong party as this was not an engineering issue, but rather a problem with the contractor who was responsible for the delays. He noted that the construction inspection services included in the original CHA contract had been exceeded; therefore, he said, additional charges for construction inspection were being billed as they occurred. Mr. Belden questioned if this would be the last billing for construction inspection services and Mr. Lamy replied that he was unable to answer the question as the need for such services depended on how long it took the contractor to finish the directional drilling.

Paul Dusek, County Attorney, entered the meeting at 12:03 p.m.

Mr. Champagne pointed out that as the Project Engineer, CHA had to authorize the change in Project plans to allow for the direction drilling and he felt that they should be held somewhat responsible, along with the contractor, for the delays in the drilling work. Mr. Lamy responded that he did not agree with this opinion and he noted that the contractor had assumed responsibility for all additional construction costs related to the direction drilling. Mr. Pitkin questioned whether the contractor would also be responsible for any part of the additional construction inspection fees associated with the Project delays and Mr. Lamy replied in the negative, noting that the increased fees were resultant of requirements in the NYSDOT permit secured by the County. He said that the obligation for ensuring the inspection services fell with the owner of the Project, which was the County until such time that the Sewer Project was turned over to the Town of Hague at its completion. Mr. Lamy added that if the County so desired they could research any means available to recover the funds expended through litigation against the responsible parties. However, he said, in the meantime construction had to continue to protect the asset that was being installed and they were required to maintain the construction inspection services as directed by the NYSDOT permit.

Mr. Merlino said that he agreed with Mr. Champagne's statement because if CHA had not approved a change to the Project plans to allow for the directional drilling, the originally intended open cut procedure would have been used and the delays would not have occurred. Mr. Lamy advised that he did not agree with this viewpoint because the directional drilling had avoided some oil spill contamination at one site for which the County would have been required to fund the resulting cleanup costs.

Mr. Pitkin questioned whether there was a means to recover some of the funds expended from the contractor and Mr. Lamy replied that this was a possibility, although he would have to discuss the matter with the County

Attorney's Office.

Subsequent to further discussion on the matter, motion was made by Mr. Goodspeed, seconded by Mr. Champagne and carried by majority vote, with Mr. Belden voting in opposition, to approve the request to extend the existing CHA contract in the amount of \$63,700 as outlined above and to explore all of the options available to recover the funds expended, and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. Lamy stated that for the record, the direction drilling process had saved approximately \$200,000 and he anticipated another change order based on the engineers negotiations for a reduction in paving which would net additional savings for the Project and he said he would report further on the matter at the next Committee meeting.

Concluding the agenda review, Mr. Lamy presented a request to authorize the Chairman of the Board to sign Contract No. 1, General and Contract, and Contract No. 2, Electrical, both in connection with the North Bolton Sewer Project. He said that they expected to release and receive the bids for the work prior to the next Committee meeting and the contract would be awarded to the lowest responsible bidder based upon the recommendation of the Project Engineer and the approval of the EPA (Environmental Protection Agency).

Motion was made by Mr. Pitkin, seconded by Mr. Goodspeed and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

As there was no further Warren County Sewer business to discuss, privilege of the floor was extended to Mr. Butler to begin the Parks, Recreation & Railroad portion of the Public Works Committee meeting. Mr. Butler distributed copies of the Parks, Recreation & Railroad agenda to the Committee members, a copy of which is also on file with the minutes.

Mr. Butler noted that because Mr. Dusek was present at the meeting, he would prefer to begin the agenda review with Items 4, 5 and 6b which required his input. He advised that Agenda Item 4 referred to the public easement for the Stony Creek train boarding platform, which was to be constructed on County property and required an easement from the neighboring 1,000 Acres Ranch Resort to allow for public access, and he asked Mr. Dusek to speak on the matter.

Mr. Dusek apprised that the attorney for Jack Arehart, owner of 1,000 Acres Ranch Resort, had presented some significant requests in connection with the easement desired by the County, the first of which was that they wanted the County to provide a two-inch top coat to resurface an approximately 100' by 200' area of their parking lot and access driveway. He said that the reason for this was because the County's easement request had sought permission to use this area of the parking lot. Mr. Dusek stated that if the use of the parking lot was not necessary, this request could be eliminated; however, he said, he did not know how important this use was to the platform. He noted that if the parking area was included in the easement, the County would have to ensure that the parking lot was reasonably maintained in its current state, which attributed to the request for the application of a top coat to the parking area. Secondly, Mr. Dusek advised that Mr. Arehart sought for the County to indemnify himself and his corporation against any event occurring on the property which might lead to litigation against the County and he noted that he did not see this request as an issue but felt that Mr. Arehart should be making the same concessions to indemnify the County against any incident occurring in the 1,000 Acres parking

area. Mr. Dusek stated that the final request had been to subordinate the easement to the 1,000 Acres mortgage and he felt this would be an issue with the State or Federal funding agencies because if 1,000 Acres were to default on their mortgage, any easement rights would be lost to the mortgage company also. He noted that there were a few other requests for changes in the verbiage of the agreements; however, he said, he had found no issues with these requests.

The current question for the Committee, Mr. Dusek said, was whether or not the use of the 1,000 Acres parking lot was necessary to the function of the platform or if an alternate parking lot on County property could be used. He reminded the Committee that if they determined that use of the 1,000 Acres parking lot was necessary, either the County or 1,000 Acres would need to ensure that the parking lot was maintained to avoid any injuries to someone visiting the property which might lead to litigation issues.

Mr. Lamy advised that there was not sufficient space on the existing County property to support a parking area. He added that he was not aware of any study that had been performed to indicate how many people would access the train from the Stony Creek platform who were not patrons of the 1,000 Acres Ranch Resort.

Mr. Dusek stated that the information had been presented because he wanted the Committee to be aware of the requests presented by Mr. Arehart; however, he noted, decisions on the matter could be delayed as the tracks were not currently passable due to the washout that had occurred on the northern portion of the tracks. In addition, he noted that his Office had been asked to explore what other possibilities existed with regard to the railroad and he anticipated further conversations with State officials on the matter in the coming weeks. Mr. Dusek suggested that the Committee delay in making any decisions until the usability of the washed out portion of the tracks was determined and until the information sought with respect to the alternate possibilities for the railroad was known.

Motion was made by Mr. Champagne, seconded by Mr. Taylor and carried unanimously to table the issue for further discussion at a future Committee meeting.

Proceeding to Agenda Item 5, which pertained to the transfer of the Kellogg property to the County from OSI (the Outdoor Space Institute), Mr. Dusek advised that although he had thought the property transfer would have been completed by now, he had recently been made aware of the possibility of an environmental issue on the property relating to underground storage tanks that had been removed from the property. He said that he had been unable to access the proper NYSDEC documentation which would have given their approval of the storage tank removal and would assert that there were no resulting environmental issues. Mr. Dusek said he would not recommend that the County take possession of the Kellogg property until the NYSDEC documentation was obtained and he said he anticipated that the information would be received within the following month.

Motion was made by Mr. Goodspeed, seconded by Mr. Merlino and carried unanimously to table the issue for further discussion at a future Committee meeting.

Mr. Butler announced that Agenda Item 6b referred to a request from Cooper's Cave Ale Company, Ltd. to build a 16' by 30' deck on County-owned park property along the Warren County Bikeway. Mr. Dusek noted that the Committee should keep in mind that the Bikeway was park property which meant that the County could not sell or grant an easement over the property without State Legislative approval. He said that in the past the County had issued revokable permits to use property, such as driveway access across the property or to gain access to the Bikeway, and in the case of Cooper's Cave Ale Company, Ltd. to use a portion of the property in connection with

their business. Mr. Dusek stated that typically the revokable permits were issued for uses that were relatively minor in nature and did not interfere with the Bikeway property; he added that when issuing these permits, it was understood that they could be revoked with only 30-days notice which would require the removal of any improvements within that time frame. He said that this request was a little unusual because it included additional construction to part of an existing building and there were questions that had to be asked in terms of whether or not the deck was compatible with the Bikeway and whether or not the County wanted to allow this because they would be creating a precedent of sorts. Mr. Dusek stated that the person seeking the permit also had to be aware that they could invest quite a substantial sum of money in the construction of the deck, only to be told that it had to be removed in the event that the permit was revoked. Finally, he advised that a SEQRA (State Environmental Quality Review Act) process would be required, a resolution would have to be adopted by the Board of Supervisors and the deck construction would be subject to all applicable building codes and permitting requirements. Mr. Dusek said that the issue for the Committee to consider was whether this was an appropriate use for County-owned park property and whether they were willing to permit other such uses in the future.

Patty Bethel, owner of Cooper's Cave Ale Company, Ltd., provided the Committee with a time line outlining the past of her quickly growing business from its establishment as a brewery in 1999, to the addition of an ice cream and soda window in 2001, to the opening of The Pub at Cooper's Cave in 2009 which served approximately 900 meals per week. *A copy of the time line, building plans for the proposed deck, as well as written requests seeking the County's permission to build the deck are included in the agenda and are on file with the minutes.* Ms. Bethel advised there was a great demand for seating at The Pub during meal times and the proposed deck would allow for an additional 10 tables with outdoor seating.

Mr. Taylor said he felt that the proposal was complimentary to the Bikeway and that the Committee should seek ways in which to assist Ms. Bethel in achieving her request, rather than trying to prevent it. He then questioned whether the environmental process required was a short one and Mr. Dusek replied affirmatively. Both Messrs. Stec and Merlino agreed with Mr. Taylor's comments in favor of approving Ms. Bethel's request. Mr. Pitkin stated that he was agreeable to Ms. Bethel's request but worried about the precedent it would set for other individuals seeking the same liberties on County-owned park property. Ms. Bethel commented that she did not understand any opposition to the request or reluctance to set a precedent as there were currently very few other businesses along the Bikeway and if these measures were allowed for individuals to bring other businesses to this area it would only serve to increase tax revenues to the County.

Motion was made by Mr. Taylor, seconded by Mr. Merlino and carried unanimously to approve the issuance of a revokable permit to Cooper's Cave Ale Company, Ltd. to build a 16' by 30' deck on County-owned park property along the Warren County Bikeway and to authorize the necessary SEQRA process, and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Mr. Butler apprised that Agenda Item 6a consisted of a request for a new contract with NYSDOT to establish a Master Agreement for grant funding under the project entitled "Make the Connection Round 1: Warren County Bike Trail Repairs". He advised that although the work funded by the grant had already been completed, the formal paperwork necessary to complete the process had not been received by NYSDOT; therefore, a new resolution was required to formalize the agreement, he said.

Motion was made by Mr. Merlino, seconded by Mr. Pitkin and carried unanimously to approve the request for a new contract with NYSDOT as outlined above and the necessary resolution was authorized for the July 17<sup>th</sup>

Board meeting. *A copy of the request is on file with the minutes.*

Returning to Agenda Item 1a, Mr. Butler suggested a \$25.00 per use fee for the pavilions located at the Fish Hatchery which would generate an annual income of approximately \$2,000. He added that there was currently no charge for the pavilions which were frequently used.

In light of previous discussions regarding the possible closing of the Fish Hatchery as a cost savings measure for the County Budget, Mr. Belden stated that a better plan needed to be developed to reduce expenses and generate income to offset operation costs. He said that eventually the matter would require a vote by the Board of Supervisors as to whether or not the County would continue to fund operations at the Fish Hatchery and he felt it was a good idea to have this information available for presentation at that time and Mr. Butler advised that he would work to develop such a plan.

Agenda Item 1b, Mr. Butler announced referred to the prospect of instituting a schedule of fees for use when issuing County Property Facility Use Permits for County-owned properties such as the Hadley and Thurman Stations and the Kellogg Property. He said that the fee could range from \$25 to \$150 per day or use, depending on the property being used. Mr. Butler explained that currently, Mr. Lamy issued County Property Facility Use Permits as they were deemed appropriate, for which there was no charge to the user.

Mr. Merlino said that he agreed with the introduction of a fee schedule for use of County-owned properties because it would give increased control over their use, as well as to ensure accountability for damages to them, which he felt would be accomplished by charging a permit fee. Mr. Belden questioned how liability issues would be addressed when using the properties and Mr. Dusek advised that this would depend upon the requirements of the permitting process.

Mr. Goodspeed noted that a site such as the Kellogg Property was likely to entail a much higher use fee than the Fish Hatchery pavilions and he felt that a more defined fee schedule proposal should be presented as the discussion on the matter could be endless. In addition, he noted that the Kellogg Property had yet to be transferred to the County and could not be included in the fee schedule; therefore, he said, he would propose that any further discussion on the matter be tabled until the transfer of the Kellogg Property to the County and been completed and a fee scheduled had been developed for the use of County properties.

Mr. Bentley suggested that a \$25 use fee be instituted immediately for use of the Hadley and Thurman Stations, as well as the Fish Hatchery pavilions, with a more formal fee schedule to be developed at a later date.

Mr. Geraghty interjected that a number of residents in the Town of Warrensburg had advised that they would be willing to pay a \$25 to \$50 usage fee for the pavilions in order to maintain operations at the Warren County Fish Hatchery. He said that as a cost savings idea and a good faith effort to retain the Fish Hatchery, he felt it was a good idea to institute a per day use fee as soon as possible. Mr. Geraghty added that there were a number of studies which reflected that the Fish Hatchery was worth the amount the County contributed to its operations through the sales tax received from fishing related merchandise and license sales.

Motion was made by Mr. Bentley and seconded by Mr. Pitkin to institute a \$25 per day usage fee for the Hadley and Thurman Stations, as well as the Fish Hatchery pavilions, with a more formalized scheduled to be developed at a later date, and the necessary resolution was authorized for the July 17<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

Continuing with the Agenda review, Mr. Lamy advised that Items 2 and 3 were closely related as they pertained to the Rail Station Improvement Project and the washout of the tracks that had occurred south of the Riparius Station. He reminded the Committee that they had previously authorized him to execute change orders in connection with the Rail Station Improvement Project not to exceed \$106,530 to expend grant funds remaining within the Project at the Hadley and Thurman Stations. As they were entertaining what work would occur, Mr. Lamy said that the washout had occurred and there had been much discussion as to how to proceed in making repairs to the tracks at the washout site, as well as regarding whether the grant money could be used to fund these repairs. He advised that the last indication received from NYSDOT was that the grant funds could be used to perform the washout repairs; however, he said, at that point work had already been initiated at the Hadley and Thurman Stations.

Mr. Lamy said that he and Mr. Butler had met with Messrs. Merlino and Pitkin to discuss the work proposed for the Hadley and Thurman Stations, at which time both Supervisors had indicated that if the grant monies could be used to repair the washout site, they would prefer that it be used in that manner, rather than for making additional improvements to the Station locations. In light of this information, Mr. Lamy advised that they had completed the work started at the Thurman and Hadley Stations, which had included the installation of a septic tank and an effluent pump chamber which were then hooked to a dry force main; the replacement of timber curbing with concrete curbing and the installation of a conduit beneath the parking lot from the pump to the electric panel so that wiring could be included at a later date. He said that the intention had been to install water and sewer facilities at both the Hadley and Thurman Stations and although these facilities were not currently available, they had done the minimum amount of work to prepare the sites for completion of these facilities in the future and so that the Thurman Station parking lot could be paved by County forces. Mr. Lamy noted that a \$3,100 credit had been achieved by raising the grade of the Thurman Station parking lot to allow the stormwater catching devices to work and he estimated that by using the \$3,100 credit and an additional \$3,000 the paving services could be completed. Mr. Lamy stated that they had been able to withdraw the reimbursement request submitted to NYSDOT before it was processed and they were able to resubmit the expenses against the Rail Station Improvement Project, instead of the Rail Rehabilitation Project, which made approximately \$69,000 available within the Rail Rehabilitation Project that could be used to fund repairs to the washout site.

Upon revisiting the washout site, Mr. Lamy advised that he and his staff had determined that the initial estimates for materials necessary to make the repairs were excessive and they had found a County-owned one-ton dump truck with high rail capabilities which allowed it to travel along the tracks. He said that they had moved both the one-ton dump and the heavy equipment necessary to reintroduce the stream to its natural channel, to the Riparius Station, as well as some ballast materials. Mr. Lamy announced that DPW forces had been successful in re-establishing the flow of the stream through the existing stone culvert and had replaced some of the materials that had been eroded during the washout. He added that DPW forces would remove the rail and replace the materials beneath it, at which point they would be prepared for an outside party to replace the rails. Mr. Lamy said that the Operator contract the County held with Upper Hudson River Railroad (UHRR) specified that repairs to the tracks under the amount of \$7,500 would be funded by the operator and if UHRR was willing to replace the rails for less than this amount they would proceed to have them complete the work; otherwise, he noted, a bid process would be necessary and the work could be funded through the use of remaining grant funds. Mr. Lamy advised that a special inspection performed by a certified party might be required to return the tracks to regular service and he said that if this became necessary he would return to the Committee for authorization.

Mr. Pitkin stated that he felt these were outstanding efforts by Mr. Lamy and his staff which were performed for far less than the initial estimates received and he commended them for their efforts. Mr. Lamy thanked Mr.

Pitkin and noted that Mr. Hajos and Brian Humphrey, Deputy Superintendent of Highways and Bridges, had been instrumental in developing plans to do the work on an in-house basis while continuing to maintain their regular work loads.

Mr. Stec questioned if any determination had been made as to what the County's obligation regarding grant funds received and expended would be if they decided to cease all work on the railroad. Mr. Dusek replied in the negative, noting that he hoped to receive this information from the granting agencies within the next week.

Resuming the agenda review, Mr. Lamy announced that Item 7 referred to the Feeder Canal Project. He explained that a plan had been developed in connection with the Planning & Community Development Department some time ago to resurface the Feeder Canal Bike Path with a stone product. He said that when the work was being coordinated it was determined that the best way to apply the stone would be with the paver; therefore, he said, the project had been postponed until the end of paving season in the fall when the paver was no longer in use. Mr. Lamy stated that this was a joint project between the County, the City of Glens Falls and Washington County.

Mr. Butler apprised that the RFP (Request for Proposal) for operation of the caboose at the Riparius Station for seasonal operation had been released as per the Committee's direction; however, he said, no proposals had been received in response. He stated that UHRR has subsequently advised that they had secured a contract for operation of the caboose as a concession stand which would begin on July 1<sup>st</sup>.

Mr. Geraghty questioned who would receive revenues in connection with operation of the caboose and Mr. Butler replied that although the County owned the caboose, UHRR controlled it as part of their lease of the Riparius Station and would receive any revenues from the lease.

Mr. Lamy advised that in recent discussions Mr. Butler had been advised by UHRR staff of a beaver dam which they had been watching for some time as it had the potential to become problematic. He said that Mr. Butler's staff had responded to the report to clean the culvert and the dam had not reappeared. Mr. Lamy advised that he and Mr. Butler had talked about instituting an increased presence along the rail to ensure that additional washout issues were avoided whenever possible. He added that although the future of the railway was currently unknown, he had asked one of his staff members to determine the costs to outfit a tandem dump truck for high rail capability as it would be sensible to maintain equipment appropriate to enable DPW staff to make repairs as necessary to the tracks such as in the case of the current rail washout. Mr. Lamy predicted that this would not be the last washout situation the County experienced in connection with the railroad. Mr. Tennyson noted that through the railway the County incurred the responsibility for maintaining 12 rail bridges and two major culverts; he added that the washout that had occurred was not considered one of the major culverts. Mr. Lamy added that the 12 bridges and two culverts had become part of the County's infrastructure system which must be maintained and kept in functional order.

As there was no further business to come before the Public Works Committee, on motion made by Mr. Goodspeed and seconded by Mr. Merlino, Mr. Belden adjourned the meeting at 12:54 p.m.

Respectfully submitted,  
Amanda Allen, Sr. Legislative Office Specialist