

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: GASLIGHT VILLAGE AD HOC

DATE: MARCH 31, 2011

COMMITTEE MEMBERS PRESENT: OTHERS PRESENT:

SUPERVISORS MONROE
MERLINO
THOMAS
KENNY
BELDEN

JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS
KATE JOHNSON, DIRECTOR OF TOURISM
DANIEL STEC, CHAIRMAN OF THE BOARD
PAUL DUSEK, COUNTY ATTORNEY/ADMINISTRATOR
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISORS BENTLEY
CHAMPAGNE
MCCOY
TAYLOR
VANNESS
WOOD
ROBERT BLAIS, MAYOR OF THE VILLAGE OF LAKE GEORGE
HOWARD KRANTZ, ATTORNEY FOR THE VILLAGE OF LAKE GEORGE
PETER BAUER, EXECUTIVE DIRECTOR OF THE FUND FOR LAKE GEORGE
WALT LENDER, EXECUTIVE DIRECTOR OF THE LAKE GEORGE ASSOCIATION
JOHN CAFFRY, ATTORNEY FOR THE 3E'S
FRED AUSTIN, FORT WILLIAM HENRY RESORT
ROBERT FLACKE, FORT WILLIAM HENRY RESORT
ROBERT HAFNER, ATTORNEY FOR THE FORT WILLIAM HENRY RESORT
BILL DOW, LAKE GEORGE STEAMBOAT COMPANY
PATRICIA DOW, LAKE GEORGE STEAMBOAT COMPANY
WAYNE JUDGE, ATTORNEY FOR THE LAKE GEORGE STEAMBOAT COMPANY
WILLIAM DUTCHER, AMERICADE, INC.
LUISA CRAIGE-SHERMAN, EXECUTIVE DIRECTOR OF THE LAKE GEORGE
CHAMBER OF COMMERCE/CONVENTION & VISITORS BUREAU
DON LEHMAN, *THE POST STAR*
CHARLENE DIRESTA, SR. LEGISLATIVE OFFICE SPECIALIST

In the absence of the Committee Chairman, Mr. Merlino, the Vice-Chairman called the meeting of the Gaslight Village Ad Hoc Committee to order at 9:12 a.m.

Motion was made by Mr. Kenny, seconded by Mr. Thomas and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

Commencing the agenda review, Mr. Merlino said the first item on the agenda pertained to the land swap and requested Paul Dusek, County Attorney/Administrator, provide the details. Mr. Dusek explained the land swap was a situation that arose following the acquisition of the Gaslight Village property due to some easement issues. It was determined that the Fort William Henry, he continued, was encroaching on property owned by the Town and Village of Lake George and there had been questions pertaining to a ROW (right of way) access to the property from Beach Road. He said there had been concern pertaining to the rights of property owners ability to park vehicles along one of the ROW's. In addition, Mr. Dusek said, there was some question pertaining to a gate house owned by the Lake George Steamboat Company as to whether there were infringements or easements. Finally, he advised, there had been discussions pertaining to the relocation of the road

on the Westbrook side of the property and as a result there had been inquiries to determine the possibility of obtaining a small amount of property from the Lake George Steamboat Company. The purpose of the land swap, Mr. Dusek apprised, was to make a series of property exchanges between the owner of the Fort William Henry, the owner of the Lake George Steamboat Company and the owners of the Gaslight Village property, comprised of the 3E's (the Lake George Association, the Fund for Lake George and the Lake George Land Conservancy) and the 2M's (Warren County and the Village of Lake George) to allow all parties to remain whole while resolving their issues. He said the land swap would eliminate the encroachment issue of the Fort, would address the parking issues, enable the construction of a 12' pedestrian walkway leading to the Festival Space, and clean up ROW access issues. At this point, Mr. Dusek stated, there was no longer a need to relocate the road on the Westbrook side of the property. He said there had been concerns as to how the pedestrian walkway would be used and the impact on the surrounding properties. He noted the land swap had originally been referred to as an eight-way land swap. Mr. Dusek advised that it would be appropriate to hear from all concerned parties as to their current position on the land swap. Mr. Belden pointed out that the portion of property owned by the Lake George Steamboat Company which had been included in the land swap was intended for use by emergency vehicles and would not have allowed access to public vehicles.

Fred Austin, of the Fort William Henry Resort, said he had been involved with the project since 2004. He apprised that the 12' pedestrian walkway off Beach Road would solve a number of problems while creating none and would resolve several property issues that had been in existence for some time. He added there was an opportunity for a properly designed, aesthetically pleasing walkway. Mr. Austin stated he had met previously with engineers from The Chazen Companies to discuss how the adjacent owners could landscape their surrounding property in order to make the walkway as aesthetically pleasing as possible. He advised the main issue was safety and if no changes were made there would be horses, carriages, cars, trucks, pedestrians and wheelchairs traveling down a congested Westbrook Road. He said to his knowledge the two adjacent owners, the 3E's and the 2M's had been and currently remained in agreement with the walkway project. Pertaining to the land swap, he continued, the land which fronted on Beach Road was more valuable than other portions of the properties. Mr. Austin said he hoped the walkway portion of the project could move forward quickly to allow the design consultant to commence work and the adjacent owners to complete their landscaping. Mr. Merlino asked if there was a map pertaining to the proposed land swap and Mr. Austin replied affirmatively; *a copy of the map entitled, West Brook Land Swap, is on file with the minutes.*

Mr. Dusek assessed that it was the position of the Fort William Henry that there was no issue with their portion of the land swap and that the intention was to construct a 12' pedestrian walkway into the property with the right to allow emergency vehicle access and Mr. Austin replied that the assessment was correct.

Bill Dow, owner of the Lake George Steamboat Company, apprised the Gaslight Village project started in July 2007 and originally the plan had been to include a "bump out" on Westbrook Road to allow additional parking and construct a pond. In the spirit of cooperation, he continued, a 30' strip of Lake George Steamboat Company property was included in the land swap. Mr. Dow pointed out that in 1989, he had purchased land from Charley Wood, the original owner of the Gaslight Village property, at a rate of \$500,000 per acre. For the 30' strip of land in question, he added, the original purchase price was approximately \$54,000. Mr. Dow apprised that the spirit of cooperation had faded away to the point of becoming acrimonious and the plans for the property no longer included a "bump out" on Westbrook Road or the construction of a pond. He noted there were several access points to the Festival Space. Mr. Dow stated he would do whatever he could to ensure the construction of the 12' pedestrian walkway which was important to all parties; however,

he added, since the plans had changed, there was no longer a need for the 30' strip to be included in the land swap. Mr. Dow said Mr. Dusek had once explained that the land swap would include the County relinquishing ROW access extending behind the Gaslight Village property; however, Mr. Dow argued that the ROW never extended behind the property as it ended 270' from the Lake George Steamboat Company's property line on Beach Road. Therefore, he continued, the County had nothing of equal value to swap for the 30' strip and he stated if the County wanted to purchase the 30' strip, he would be willing to negotiate. Mr. Dow commented that he would be glad to make any necessary concessions pertaining to the construction of the 12' pedestrian walkway.

Mr. Monroe enter the meeting at 9:25 a.m. and assumed the Chair.

Wayne Judge, Attorney for the Lake George Steamboat Company, apprised there was a 20 year period of time when he was the Attorney for both Charley Wood and the Lake George Steamboat Company which made him familiar with the property in question. He explained that prior to the sale of the Gaslight Village property, the Charles Wood Foundation owned ROW access from Beach Road to the property which was comprised of a 28' wide strip of land; however, he added, as part of the ROW the Lake George Steamboat Company was granted the right to park vehicles along the easement provided an 18' wide strip of land remained empty to allow vehicle access. Mr. Judge pointed out that Mr. Wood did not reserve the right to make improvements on the easement. After the passing of Mr. Wood, he continued, land which had been supporting a wall of the Fort William Henry had eroded into the ROW by 6' to 8' which narrowed it significantly. He further explained there had also been an encroachment onto a corner and a traffic issue at the entrance of the Lake George Steamboat Company property. When the Gaslight Village project began in 2007, Mr. Judge continued, there was an opportunity for all parties to agree on reasonable property lines and grant funding was available for improvements. He explained the concept of including the 30' strip of land owned by the Lake George Steamboat Company in the land swap had arisen in 2008; however, he continued, in the course of negotiations the configuration of the project changed in a way that made the 30' strip unnecessary.

Robert Blais, Mayor of the Village of Lake George, advised the 30' strip of land was essentially a gift that was no longer necessary to the success of the project; however, he continued, the 12' pedestrian walkway was essential to the project particularly as it pertained to the Festival Space.

Chairman Stec entered the meeting at 9:29 a.m.

Mayor Blais said the walkway would allow access to the Festival Space from the Beach Road parking lot and he encouraged the Attorney's to facilitate an agreement which would result in the construction of the 12' pedestrian walkway. He said it was necessary to work out the details as soon as possible to allow the design team to commence work.

Mr. Dusek stated it was his belief there was an easement right along the entire parcel of the Gaslight Village property adjacent to the Fort William Henry property and he asked if the easement would be relinquished as part of the land swap. Howard Krantz, Attorney for the Village of Lake George, replied this was his understanding of the agreement, as well. He continued by saying the original land swap involved each party giving something up and receiving something in return. He said the parcel labeled "C" on the West Brook Land Swap map was to be given to the Lake George Steamboat Company and in return the 2M's would receive an easement. Mr. Dusek asked if the Village of Lake George's position on the land swap was that they wished to forgo all parts of the land swap with the exception of the parcels necessary for the construction of the 12' pedestrian walkway and he questioned if it was possible to do so. Mr. Krantz replied that municipalities could not gift real property without consideration and said the original land swap had provided consideration but he

questioned the legality now that there were changes to the land swap.

Robert Hafner, Attorney for the Fort William Henry Resort, recalled that the easement in question extended halfway down the property. Pertaining to the potential land swap, he continued, the question was the value of the land and the parcels which would be relinquished by the Fort William Henry and the Lake George Steamboat Company were near Beach Road and were valuable. He recommended the County request the Real Property Tax Services (RPTS) Department provide an estimated value of all of the parcels in question to ensure justification of a land swap.

Mr. Dusek apprised all of the Attorneys had been comfortable with the original eight-way land swap which had included the 30' strip along Westbrook Road and if changes were made to the original plan it would be necessary to complete an evaluation of the parcels in question to ensure there were no legal or other issues. He also suggested the process be started by having the Director of the RPTS Department provide an estimated value of the parcels in question.

Mr. Judge stated his understanding was that the Fort William Henry and the Lake George Steamboat Company would swap property in order to relocate the easement away from the area of congested traffic by approximately 12' and to relocate the easement on the Lake George Steamboat Company property to accommodate the support necessary for the wall of the Fort. He said the County was not involved in this land swap and there was no reason for the County to have the land evaluated as it was a boundary line issue between two private owners who were in agreement. Mr. Judge noted the Fort William Henry and the Lake George Steamboat Company had agreed to make the necessary compromises in order to ensure grant funding was received to cover the cost of landscaping. He referred to the ROW access which was supposed to be relinquished by the Lake George Steamboat Company as "the right of way to nowhere" as it did not reach Route 9. He said the Lake George Steamboat Company would willingly relinquish the ROW as it was of no use to them. If the 30' strip of property was no longer included, Mr. Judge stated, there was no longer an exchange of land with the County. Mr. Dusek responded that if Mr. Judge's assessment was correct, there was nothing required of the County or the Village of Lake George as the Fort William Henry and the Lake George Steamboat Company could complete their transaction without municipal interference. Mr. Judge interjected that the Lake George Steamboat Company wanted to come to an agreement with the Fort William Henry which was consistent with the overall plan for the Gaslight Village property in order to ensure grant funding was received. Mr. Dusek responded that grant funding for landscaping the walkway had been secured; therefore, he stated, there was no need for the involvement of the 3E's and the 2M's.

Mr. Hafner disagreed with Mr. Judge's assessment and said his understanding of the land swap was that the Fort William Henry would relinquish some property to the 2M's which would allow the relocation of the walkway to property owned by the Fort. He reiterated that the parcel was valuable as it was near Beach Road and in return the Fort would receive a small parcel of property to allow for the continued support of a wall. He continued by saying the Lake George Steamboat Company had rights over some portion of the property owned by the 3E's and the 2M's which had value and would be relinquished as part of the land swap. Mr. Hafner stated it was necessary to evaluate the parcels in question as there would still be a land swap between the three property owners. He added the eight-way land swap would now be a seven-way land swap.

Mr. Judge opined that Mr. Hafner's suggestion would cause a needless delay in the project as the lawyers could negotiate the land swap. When a boundary line was moved from the Lake George Steamboat Company property onto the Fort William Henry property, he added, there would be no need for the involvement of the County. He said the County had an easement on the area in question; however, he continued, the easement was being relocated not extinguished. Another part

of the swap, he said, involved the relocation of a boundary line from the Fort William Henry property onto the Lake George Steamboat property which also did not involve the County. He reiterated there was no reason to evaluate the property if the two adjacent property owners agreed with their equal swap. Mr. Hafner opined the Attorneys could review the details of the land swap.

John Caffry, Attorney for the 3E's, said in the beginning there had been some question pertaining to who owned the panhandle that ran from the Gaslight Village property to Beach Road and it had been determined that the panhandle was included in the property purchased by the 3E's and the 2M's. Based on that determination, he disagreed with Mr. Judge's assessment that the involvement of the owners of the Gaslight Village property was not necessary.

Mr. Monroe questioned the Committee as to their desire to continue with the land swap now that the 30' strip parcel owned by the Lake George Steamboat Company would not be included.

Motion was made by Mr. Kenny and seconded by Mr. Belden to authorize the County Attorney to enter into negotiations with the Attorneys for the 3E's, the Village of Lake George, the Fort William Henry and the Lake George Steamboat Company to secure a land swap agreement on Beach Road excluding the 30' strip owned by the Lake George Steamboat Company, as it is no longer necessary.

Mr. Thomas questioned the owner of the portion of land on which supports for a wall of the Fort William Henry were located. Mr. Dusek responded it was an encroachment on the Gaslight Village property owned by the 3E's and the 2M's and the question was the legal rights of the parties at this point. Mr. Austin stated that the corner of the Fort was on the property line and the encroachment was 4" to 6" over the property line. He explained that in the process of searching for a water valve to the Fort, a section of the hill had been disturbed and had eroded with a portion of the hill sliding almost to the area of the buildings on the Gaslight Village property. At that point, he continued, with the approval of the Charles Wood Foundation, the Fort had installed the existing retaining wall on the Gaslight Village property to stabilize the hill and noted the encroachment in question was the retaining wall. Mr. Dusek said there continued to be issues and the intention of the land swap was to eliminate the issues in an amicable manner.

Mr. Monroe called the question and the motion was carried unanimously to authorize the County Attorney to enter into negotiations with the Attorneys for the 3E's, the Village of Lake George, the Fort William Henry and the Lake George Steamboat Company to secure a land swap agreement on Beach Road excluding the 30' strip owned by the Lake George Steamboat Company, as it is no longer necessary. *The necessary resolution was authorized for the April 15, 2011 Board meeting.*

Mr. Monroe advised the next topic for discussion pertained to the development of the property and the Festival Space. He said a consultant had been selected for the remainder of the project and as they moved forward it would be beneficial for the two projects to work in conjunction. He added it would be difficult for the consultant to complete their work if it was unknown what would be done with the Festival Space. He commented that Mayor Blais had received inquiries from organizations that were interested in utilizing the Festival Space as soon as possible. Mr. Monroe mentioned the main obstacle to moving forward with the plans for the Festival Space had been a lack of funds; however, he added, Mr. Dusek had advised the use of occupancy tax funds was permissible as the Festival Space was clearly for tourism purposes. He suggested the Committee consider recommending the use of occupancy tax funds to move forward with hiring a consultant. He reported that an RFP (Request for Proposal) had been released for consultant services for the remainder of the project and the question was whether it was possible to use the same consultant or if it would be necessary to release a second RFP.

Mr. Dusek advised he had reviewed the RFP process that the Village of Lake George had undertaken for the consultant and he had determined that under State Law, it would be necessary to release a second RFP. He said it was anticipated that the consultant who was already on board would submit a proposal and if they were the lowest responsible bidder, they would be selected. If the current consultant's proposal was not the lowest responsible bidder but was not significantly higher, Mr. Dusek continued, and a justification could be made for selecting them regardless, such as familiarity of the project, it was possible to select the current consultant.

Motion was made by Mr. Belden and seconded by Mr. Kenny to authorize the release of an RFP for consultant services for development of the Festival Space.

Mayor Blais announced that a draft RFP had been completed and would be ready for release following the Village Board meeting on Monday, April 4, 2011. Mr. Dusek said it was immaterial whether the RFP was released by the County or the Village as long as it complied with both municipalities' procedures. Mr. Champagne asked where the occupancy tax funding would be allocated from and Mr. Kenny replied the Occupancy Tax Reserve Fund. Mr. Belden requested a copy of the draft RFP be forwarded to Mr. Dusek for review. Mr. Merlino voiced his opinion that development of the Festival Space did not meet the criteria for occupancy tax funding. Mr. Monroe countered that if the County did not move forward with the development of the Festival Space the property would remain vacant. Mr. Belden said the County would have a better idea of the costs after the proposals were received. Mr. Dusek noted there would be two amounts for the proposal; one for professional services and one for construction. Mr. Monroe apprised there had been discussion about using TEP (Transportation Enhancement Program) Grant funds for development of the area around the boundary lines of the Festival Space for various facilities. Mayor Blais commented the Village of Lake George wanted to construct restrooms in the park in close proximity to the Festival Space using TEP Grant funding and it would be necessary to know how the Festival Space would be developed before making a decision on the location of the restrooms. Mayor Blais said the Village had acted as the lead agency on the TEP Grant and he suggested the County act as the lead agency for the RFP for consultant services. Mr. Belden amended his motion to include that the County would act as the lead agency for the RFP and Mr. Kenny amended his second to the motion.

Mr. Monroe called the question and the motion was carried unanimously to authorize the release of an RFP for consultant services for development of the Festival Space with the County acting as lead agency. *The necessary resolution was authorized for the April 15, 2011 Board meeting.*

Mr. Monroe said the next topic for discussion pertained to the reconfiguration of the boundary lines of the Festival Space. He reminded the Committee members that there was a tentative agreement with the 3E's to reconfigure the boundaries of the Festival Space which had not been finalized. Walt Lender, Executive Director of the Lake George Association, commented that it would be easier for the 3E's to complete the design of the park once the boundary lines were determined and they were awaiting the decision of the County and the Village of Lake George. He said his understanding of the agreement was that the eastern boundary line would be moved as far to the east as possible in order to maximize the size of the Festival Space. Mr. Monroe advised a draft agreement would be necessary. Mr. Caffry said there was an eight-way land swap agreement which had been circulated several times and the last draft was about a year ago. He added there were verbiage issues that were being corrected and the one big issue was the emergency vehicle access which the Town of Lake George had insisted on, even though the other parties thought it was not feasible due to the width of the walkway. He apprised the emergency vehicle access was the only outstanding issue and now that the Town of Lake George was no longer an owner-in-common, he felt the issue could be resolved quickly. In answer to the question of draft language for an agreement, Peter Bauer,

Executive Director of The Fund for Lake George, replied there was draft language but there was a map of the new boundaries which would need to be finalized. He noted the map would need to be amended to reflect the fact that the 30' strip owned by the Lake George Steamboat Company would not be included. Mr. Dusek asked if it would be necessary to amend the Conservation Easement in order to accomplish the reconfiguration of the boundary lines and Mr. Caffry replied affirmatively and noted there were a number of items in the land swap which would require an amendment to the Conservation Easement and he suggested including all the items in one amendment. A copy of the map was provided to Mr. Monroe and he noted the 30' strip was included on the map and the agreement had been that the strip would be added to the Festival Space but not count against the total acreage; *a copy of the map entitled, Map of Lands and Easements to Be Transferred, is on file with the minutes.*

Mr. Belden mentioned he would like to have the Festival Space surveyed and Mr. Monroe responded that sufficient survey information had been obtained in order to draw the boundary lines. Mr. Bauer said some preliminary mapping had been completed but they had postponed the survey until there was an agreement in principle on the land swap and the reconfiguration of the Festival Space. Mr. Belden asked if the 3E's would cover the cost of surveying the property and Mr. Caffry replied it was his recollection that the municipalities were responsible for paying for the survey of the Festival Space due to the fact that they had requested the reconfiguration of the boundaries and the 3E's would be responsible for paying the costs of other surveying involved. He said there had been a split of the surveying costs and this time they would try to be clearer as to who was responsible for covering which costs. He reported that he had completed the majority of the work involved in drafting the agreements and The Fund for Lake George had covered the cost of the legal fees. Mr. Dusek queried the Committee members to determine if all were in agreement with the reconfiguration of the boundary lines of the Festival Space. Mr. Monroe said he thought the Committee had consented to move forward with the reconfiguration because it made sense to eliminate the plans for a "bump out" on Westbrook Road. He added the 30' strip was related to the extent that it would have provided additional land for the Festival Space. In order to give the County Attorney/Administrator clear direction as to the Committee's desire, Mr. Monroe suggested a resolution be passed saying the County wanted to move forward with the reconfiguration of the boundary lines of the Festival Space.

Motion was made by Mr. Thomas, seconded by Mr. Belden and carried unanimously to approve the reconfiguration of the boundary lines of the Festival Space. *(Note: Subsequent to the meeting it was determined that Resolution No. 517 of 2010 approved the reconfiguration of the boundary lines of the Festival Space.)*

Mr. Monroe apprised the next topic for discussion was the use of TEP Grant funding for the construction of facilities near the Festival Space. He said the concept had been discussed at previous meetings and he felt that all parties were in agreement with the use of TEP Grant funds. He added it would be unknown what type of facilities would be constructed until the reconfiguration of the boundary lines was finalized. Mayor Blais reported that the 3E's had granted authorization to utilize the North Parcel for events this summer and once the demolition was completed, the terrain would be soft. He said Jeffery Tennyson, Superintendent of the DPW (Department of Public Works), had proposed bringing in crushed stone as a solution and he would like the Committee's approval of that concept. Mayor Blais noted the Project Management Executive Committee (PMEC) approved of the concept, as it would provide an opportunity to utilize the land for two or more upcoming events. Mr. Tennyson explained that once all of the buildings were demolished and the slabs were removed, the remaining terrain would be assessed and utilizing County and/or Village DPW staff, grading would be completed and aggregate would be brought in to create a gravel parking area. He added that he

had discussed the concept with Mr. Lender who felt the 3E's would be amenable, as there would be no construction of the area until the summer of 2012 at the earliest. Mr. Tennyson advised it was possible that the events would generate sufficient revenue to offset the cost of materials. Mayor Blais said he had been informed that demolition on the north side was anticipated to commence next week.

Motion was made by Mr. Belden and seconded by Mr. Thomas to authorize County and Village DPW staff to place crushed stone on the North Parcel of the former Gaslight Village Property following demolition of the buildings to allow a gravel parking area to be used by organizations renting the property this summer.

Mr. Dusek asked if there was an estimate for the cost of materials and Mr. Tennyson replied \$10,000 to \$15,000 and noted an assessment would be completed once the remainder of the snow had melted. Mr. Tennyson mentioned there were two sources of revenue for the space; revenue from renting to events and municipal parking fees. Mayor Blais said he had not realized the cost of materials would be so high and he would prefer to wait until after the assessment when a more accurate estimate would be available. Mr. Belden advised the concept should be completed at minimal cost using only the amount of crushed stone necessary to utilize the area. Mr. Monroe noted the cost would need to be approved by the Finance Committee and he suggested a resolution to approve the concept pending an estimate of costs with a referral to the Finance Committee to determine a source of funding. Mr. Belden amended his motion as outlined and Mr. Thomas amended his second to the motion.

Mr. Monroe called the question and the motion was carried unanimously to authorize County and Village DPW staff to place crushed stone on the North Parcel of the former Gaslight Village Property following demolition of the buildings to allow a gravel parking area to be used by organizations renting the property this summer and to refer same to the Finance Committee to determine a source of funding.

Mr. Monroe said the next item on the agenda was a report on the status of the contract for development of the West Brook Conservation Project. Mayor Blais reported a meeting had been held last week with Elan Planning to review the scope of the project and a second meeting was scheduled for later that day where a contract would be presented for consideration. Mr. Monroe commented that the RFQ (Request for Qualifications) had been released, the PMEC had approved the qualifications and they were now awaiting the final scope of work and the costs. Mayor Blais stated six firms had responded to the RFQ, four of which were interviewed by the PMEC and Elan Planning from Saratoga Springs had teamed with CT Male Engineering to submit an RFQ. He said it was hopeful that the work would commence in the next couple of weeks and it would take approximately 12 to 13 months to complete the design work on the park portion of the project. Mr. Belden questioned the source of funding for this portion of the project and Mayor Blais replied that TEP Grant funding would be used. Mayor Blais said his understanding was that an additional grant had been awarded in the amount of \$600,000 but he did not yet have all of the details.

Mr. Monroe mentioned the last topic for discussion pertained to parking revenues on the property in close proximity to the Festival Space. He added the issue related to the Beach Road parking lot which was connected to the Festival Space and he further added it was determined that the County owned the Beach Road parking lot and there were revenues being collected by the Village for the parking meters. Mayor Blais reported they had measured the north side of Westbrook Road from the corner of Beach Road to the end of the Lake George Steamboat Company property and he suggested the installation of parking meters in that location. He announced that the Village had 22

unused parking meters which they would be willing to install and maintain in order to generate additional parking revenues which he estimated to be \$20,000 annually. Mr. Monroe acknowledged there would be expenses related to maintaining the Festival Space and any parking revenues collected would help to offset those costs.

Motion was made by Mr. Kenny and seconded by Mr. Thomas to authorize the placement of 22 parking meters on the north side of Westbrook Road.

Mr. Monroe questioned the Committee as to use of the parking revenues from the meters and Mr. Dusek advised the revenues would be deposited in the General Fund but could be allocated towards maintenance of the Festival Space. Mr. Tennyson commented that there had been prior discussions about the possibility of widening Westbrook Road within the existing County ROW. Some of the concepts discussed, he added, would include additional parking spaces, as a wider road would allow diagonal parking, as opposed to parallel parking. He opined it was important to consider the widening of the road prior to installing parking meters. Mr. Tennyson reported the existing roadway was approximately 24' wide and the County had an additional 18' of ROW beyond the existing curb. Mr. Kenny apprised it would be simple to complete an analysis to determine the required investment and how many additional parking spaces would result. Mr. Belden suggested Mr. Tennyson complete an analysis of the possibility of widening the road and inform the Committee members as soon as it was completed. Mr. Dusek asked who would be responsible for the costs and installation of the parking meters, and collection of the fees. Mayor Blais responded that if the Committee was in favor of the concept, he would meet with the appropriate person to work out the details and he reiterated that the Village had 22 parking meters in storage which would otherwise be sold. Mr. Dusek noted an Intermunicipal Agreement would be necessary in order to proceed. Mr. Kenny amended his motion as outlined above and Mr. Thomas amended his second to the motion.

Mr. Monroe called the question and the motion was carried unanimously to authorize an Intermunicipal Agreement with the Village of Lake George to place 22 parking meters on the north side of Westbrook Road with the understanding that revenues derived from the parking meters would be applied towards the development/maintenance of the Festival Space. *The necessary resolution was authorized for the April 15, 2011 Board meeting.*

Mr. Krantz voiced his opinion that diagonal parking on Westbrook Road would facilitate traffic flow. In answer to a question pertaining to the location of the proposed parking meters, Mayor Blais responded the area he was referring to was adjacent to the miniature golf course where it was unlikely the road could be widened. Mr. Tennyson countered that area was being reconfigured as part of the Beach Road Reconstruction Project and the current concept for the Project would not allow any modifications to the road in that area. A brief discussion ensued.

Mr. Kenny reported that information had been received from the Southern Adirondack Tobacco Free Coalition, who had offered to post the Festival Space as a tobacco free zone and he requested the Committee members consider the concept for discussion at a future meeting. He said he appreciated the fact that the adjacent owners and the owners-in-common all shared the same vision for the Gaslight Village property.

As there was no further business to come before the Gaslight Village Ad Hoc Committee, on motion made by Mr. Kenny and seconded by Mr. Thomas, Mr. Monroe adjourned the meeting at 10:32 a.m.

Respectfully submitted,
Charlene DiResta, Senior Legislative Office Specialist