

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS - AIRPORT; DPW AND PARKS, RECREATION & RAILROAD

DATE: MARCH 29, 2011

COMMITTEE MEMBERS PRESENT:

SUPERVISORS BELDEN
BENTLEY
MERLINO
CHAMPAGNE
MONROE
MCCOY
CONOVER
WOOD
TAYLOR

OTHERS PRESENT:

JEFFERY TENNYSON, SUPERINTENDENT OF PUBLIC WORKS
KEVIN HAJOS, DEPUTY SUPERINTENDENT OF PUBLIC WORKS
DANIEL G. STEC, CHAIRMAN OF THE BOARD
PAUL DUSEK, COUNTY ATTORNEY/ADMINISTRATOR
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISORS GIRARD
GOODSPEED
STRAINER
THOMAS
VANNESS
JULIE PACYNA, PURCHASING AGENT
RICH SCHERMERHORN, RICH AIR (FIXED BASE OPERATOR)
CHRIS HATIN, TOWN OF QUEENSBURY RESIDENT
BRUCE MOWERY, NORTH COUNTRY HELI-FLITE
JOANNE SMITH, TOWN OF NORTH CREEK RESIDENT
DON LEHMAN, *THE POST STAR*
AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST

Mr. Belden called the meeting of the Public Works Committee to order at 9:30 a.m.

Motion was made by Mr. Bentley, seconded by Mr. Monroe and carried unanimously to approve the minutes from the prior Committee meeting, 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 agenda is also on file with the minutes.*

Commencing with the agenda review, Mr. DeGraw presented a request to enter into an Airport real property lease agreement with Chris Hatin and Bruce Mowery for construction of a commercial use aircraft hangar building with office space, as well as to set a public hearing on same and proceed with the necessary SEQRA (State Environmental Quality Review Act) review for the proposed project. He reminded the Committee this issue had been discussed during their previous meeting, following which a determination had been made that additional information was necessary prior to approval. Mr. DeGraw noted that as requested, Messrs. Hatin and Mowery had provided more definitive information on their proposal, including a business plan summary and conceptual drawings of the desired hangar structure and placement, copies of which were included in the agenda and are on file with the minutes. Mr. DeGraw then proceeded with a brief review of the documentation for the Committee's benefit.

Mr. Merlino said he was concerned with the proximity of helicopter operations in relation to the fixed wing aircraft and questioned whether this issue had been considered. Mr. DeGraw replied affirmatively, explaining the matter had been researched and a determination was made that an appropriate distance would be three rotor widths between the varying operations. He added that the largest helicopter to be operated at the site would have a 33' rotor width, which would incur a minimum distance requirement of 99'. Because Messrs. Hatin and Mowery had

proposed that the helicopter operations would take place on the north side of the property they wished to lease, they would be approximately 200' away from the Rich Air fixed wing operations, which exceeded the minimum distance previously indicated.

Rich Schermerhorn, of Rich Air/FBO (Fixed Base Operator), apprised he had reviewed the proposal and was in favor of its acceptance, provided that helicopter operations were based in the area indicated on the conceptual drawing, thereby avoiding any conflict with fixed wing operations from his t-hangars. He said his only recommendation would be for any utilities introduced to the site to be brought to the furthest westerly point of the property in order to facilitate future hangar construction. Mr. Schermerhorn said that his firm was ready to begin construction on two new t-hangars previously approved and would likely seek another property lease arrangement to propose additional hangar construction in the future.

Mr. Mowery said he and Mr. Hatin had been trying to base themselves at the Warren County Airport for convenience purposes and noted that his business, North Country Heli-Flite, was currently operating a flight school in Rutland, Vermont educating 38 students on fixed wing and helicopter aviation and he said there was a considerable opportunity to expand those operations at the Warren County Airport. He advised that by housing their businesses in one hangar building, he and Mr. Hatin anticipated an economically feasible manner in which to introduce their businesses to this new location. Mr. Mowery noted that between the scenic flight/flight school operations and Mr. Hatin's experimental aircraft production, he felt the business would pose a considerable asset to the Airport. He concluded they were trying to progress the proposal as quickly as possible to begin operations, as the more time passed the more potential operational locations would become available; however, he noted, Warren County Airport remained their prime target.

Paul Dusek, County Attorney/Administrator, stated that engaging in experimental aircraft developments might increase the activity at the Airport and he questioned whether decisions were being made which would steer the Airport into a given course that could not be changed in the future, filling the area with so many experimental aircraft that it prevented them from attracting other types of airplane and jet traffic. Mr. DeGraw replied in the negative and noted that the term "experimental aircraft" did not appropriately reflect the operations of Mr. Hatin's business. Mr. Hatin explained his business would manufacture light sport aircraft, as per FAA (Federal Aviation Administration) classifications. He further explained his intention was to manufacture the aircraft and ship them to alternate locations on an international basis, which would increase the visiting traffic at the Airport coming in to see the planes, but would not likely have a tremendous affect on the number of airplanes based at the Airport or impede future developments.

Jeffery Tennyson, Superintendent of Public Works, questioned whether the aircraft produced by Mr. Hatin's company would be similar in flight speed and pattern to the general aviation aircraft currently frequenting the Airport. Mr. Hatin replied affirmatively, explaining that his aircraft would be a replica of the Piper J3, which was developed in the 1940's and incorporated a light design body under 1,320 lbs gross weight with tandem seating. He added that this aircraft would fit in perfectly with the majority of the general aviation aircraft operating from the Airport as most were of the same generation.

Mr. Tennyson apologized to Messrs. Hatin and Mowery for not having discussed the matter prior to the meeting, but advised that in recent conversations with Mr. Dusek respective to the lease rates charged by the County, there had been some indication that the rate could increase based on a CPI (consumer price index) adjustment in order to be fair to the other leasing entities at the Airport and ensure that all were paying the same rates. He said he wanted to mention this because the written resolution request specifically identified the rate as being \$.50/sq. ft., which could increase with a review of the existing leases. Mr. Tennyson advised that the increase would likely be

minimal, if incurred at all. Mr. Hatin replied that he and Mr. Mowery had based their cost projections on the \$.50/sq. ft. rate initially provided and he felt it was appropriate to allow them to maintain this starting rate as it was similarly provided to all of the other leasing entities upon initiating their agreements with the County.

Mr. Dusek stated although he did not feel the change would be considerable due to the state of the economy, if the lease rate had been \$.50/sq. ft. two years ago, it was likely that a rate increase would be appropriate. He further noted that Mr. Schermerhorn's lease agreements had started at the \$.50/sq. ft. rate, but were now somewhat higher and they felt that any new lease agreements should incorporate the same increased lease rate, unless the Committee felt an entire market adjustment was necessary to re-analyze the fee. Mr. Dusek reminded the Committee that the initial rate had been determined based on a market study which deemed it appropriate for the time; he added that the Board either needed to re-determine that amount, or include the CPI increase to reflect the appropriate lease rate. To put an increase into perspective, Mr. Tennyson noted that a \$.01/sq. ft. increase would incur an additional cost of \$154 annually for a hangar similar to the one proposed by Messrs. Hatin and Mowery.

Mr. Belden questioned whether the lease rate issue would be considered before a contract was presented and Mr. Dusek replied affirmatively, assuring that the matter would be determined prior to the public hearing.

Mr. Champagne said he would classify an experimental aircraft as one that was typically amateurlly built by a flight enthusiast, usually at his own home, and he questioned whether Mr. Hatin's company manufactured aircraft of this type. Mr. Hatin replied in the negative, advising that his product was a certified aircraft built according to ASTM (American Society for Testing and Materials) standards as set forth by the FAA.

Motion was made by Mr. Conover, seconded by Mr. Merlino and carried unanimously to set a public hearing for an Airport real property lease with Messrs. Hatin and Mowery, as well as to progress the required SEQRA review process, and the necessary resolution was approved for the April 15th Board meeting. *A copy of the request is on file with the minutes.*

Resuming the agenda review, Mr. DeGraw outlined the Items of Interest section as follows:

1. With reference to the tree clearing on the VMJR Companies property located adjacent to the Airport, Mr. DeGraw advised the work was 95% complete, requiring only some final brush clearing and chipping which would be done by the contractor hired to do the cutting during the summer months when the ground had dried and hardened once again.
2. Mr. DeGraw announced that Brian Gereau had been promoted to the Airport Senior Facilities Maintenance Mechanic position. Mr. Belden questioned whether the promotion included a salary increase and Mr. Tennyson responded affirmatively, noting that although Mr. Gereau had received a higher salary than that provided by his previous position, the salary associated with the title had not increased. Mr. Geraghty noted they were slightly overdrawn in the salaries code and asked if this was attributed to a payout of retirement benefits, and Mr. Tennyson responded that it was, but noted that the payout had been anticipated. Mr. Tennyson apprised that due to his prior experience at the Airport, Mr. Gereau had been able to easily assume the Airport Senior Facilities Maintenance Mechanic position and was doing an excellent job.

Mr. DeGraw concluded the agenda review with the Referrals section, which he detailed as follows:

1. At Mr. DeGraw's request, Mr. Dusek updated the Committee respective to the procurement of an easement on the Forest Enterprises parcel needed for the proposed runway extension. He advised that negotiations with the property owner, Victor Macri, continued as they had been unable to reach a satisfactory agreement thus far due to the amount of money Mr. Macri sought for his property. Mr.

Dusek advised it now appeared the County owned right-of-way (ROW) access that Mr. Macri desired which could possibly be traded to gain the necessary property rights to facilitate the runway extension. Additionally, he stated they were working with an appraiser to determine whether the previous property value assigned had changed in light of new development plans being put into place by Mr. Macri, as well as to seek out financial assistance from the FAA to obtain the necessary property. Mr. Champagne questioned the way in which the property value may have changed and Mr. Dusek replied that it would be logical to assume the property value had increased as previously it was vacant land with no set construction plans and Mr. Macri had subsequently gone before the Town of Queensbury's Planning Board to gain conceptual approval of his construction plans and was moving through the process to obtain final approvals, which could affect the property value. Alternately, Mr. Dusek advised they were unaware of what the requirements of the Planning Board would be or whether Mr. Macri could feasibly achieve them, so the matter required further review. He stated that the runway extension initiative was essentially at a stand-still because they could not proceed without a portion of the parcel owned by Mr. Macri. Mr. Dusek added that the only clear option available at this point was to proceed with a condemnation action to obtain the property; however, he noted, the County typically avoided such procedures unless absolutely necessary. He cautioned that although the condemnation option was available, the problem with implementing it was the County would be required to pay Mr. Macri whatever value was assigned to the property by the Court system, for which they may or may not have FAA funding assistance. Mr. Belden questioned whether a commitment was in place to obtain Federal assistance for the runway extension costs and Mr. DeGraw replied that although the FAA had forwarded their conceptual agreement of the extension plans, no written funding guarantee had been provided. Mr. Tennyson added that it was too early for construction funding to be committed, but noted that the FAA had begun the process which would eventually lead in that direction.

2. Mr. DeGraw advised another meeting had been scheduled for April 26th to meet with the Balloon Festival Committee to discuss the possible institution of parking fees during the upcoming Adirondack Balloon Festival event, following which further information would be provided to the Committee.
3. Respective to the possibility of securing a ROW across private property to introduce an additional access road to the Airport property, Mr. DeGraw advised he had made contact with the property owner who was willing to consider an offer for the access, provided that it could be placed at the northernmost edge of the property. He added that the property owner had indicated he might require a non-permanent ROW agreement so that in the event he chose to sell his property, the ROW access would not impede its value. Mr. Dusek stated that if it was the property owner's intention to secure an arrangement that would be revoked upon the sale of the property, it would not be considered an easement, but rather a license, that would have a very limited value to the County and they should weigh the amount of time and effort necessary to construct a roadway that would be unusable if the property was sold. Mr. Tennyson said the next step would be to explore the value of the easement and he suggested they work with Mike Swan, Director of Real Property Tax Services, to make this assessment and return to the Committee to advise on the issue and determine a source of funding, if appropriate. He added that he felt any concerns regarding the revoking of the easement agreement could be alleviated through discussions with the property owner which would indicate this was not agreeable to the County.
4. Discussion on the request from Messrs. Hatin and Mowery concerning an Airport real property lease was held earlier in the meeting. As the matter required no further action, Mr. Tennyson requested that it be removed from the Referral List.
5. Mr. Belden announced that the Airport portion of the June Public Works Committee meeting would

be scheduled at the Airport as determined at the prior month's meeting.

There being no further Airport business to discuss, privilege of the floor was extended to Paul Butler, Director of Parks, Recreation & Railroad, who distributed copies of his agenda to the Committee members; *a copy of the agenda is also on file with the minutes.*

Mr. Butler announced the first agenda item pertained to a request to amend the County Budget in the amount of \$4,658 to reflect the receipt of insurance payments received following an automobile accident that caused damage to the Riparius Crossing. He advised the necessary work to repair the Crossing would take place in either the end of April or beginning of May.

Motion was made by Mr. Champagne, seconded by Mr. Bentley and carried unanimously to approve the request to amend the County Budget, as previously noted, and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Continuing, Mr. Butler presented a request to amend the County Budget in the amount of \$782 to reflect the receipt of restitution funds received for vandalism that occurred at the Fish Hatchery parking lot during the prior fall season. Mr. Belden questioned whether they had been able to identify the person responsible for the damage and Mr. Butler replied affirmatively, noting that some of his staff members had been on site when the vandalism occurred.

Motion was made by Mr. Champagne, seconded by Mr. McCoy and carried unanimously to approve the aforementioned request to amend the County Budget and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

The next agenda item consisted of an update on the Stony Creek Platform, which Mr. Tennyson provided. He advised that the Platform construction was currently on hold, pending the receipt of written confirmation from the NYSDOS (New York State Department of State) that the associated grant funding would be extended, as verbally indicated. Mr. Tennyson said the bids for directional boring services to extend utilities beneath the railroad tracks to reach the Platform site had been received and the agenda included a request to award the contract to the lowest responsible bidder, Die Hard Excavation and Technologies, Inc., pursuant to receipt of written confirmation from NYSDOS on the grant extension. He noted that due to the impending delays, it was conceivable that the Platform construction would not be completed before the new Railroad Operator was in place.

Mr. Belden suggested that a letter be forwarded to NYSDOS to update them on the gravity of the situation and Mr. Tennyson responded that he was in close contact with Wayne LaMothe, Deputy Director of Planning & Community Development, who communicated with the NYSDOS on the matter frequently.

Motion was made by Mr. Champagne, seconded by Mr. Taylor and carried unanimously to approve the request for a new contract with Die Hard Technologies, Inc. for directional boring services as outlined above, and the necessary resolution was authorized for the April 15th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Tennyson apprised it would likely take the Parks, Recreation & Railroad staff a couple of months to complete the Platform construction due to the scope of the project, which included foundation, framing and electrical work. In anticipation of this, Mr. Tennyson said that he and Mr. Butler were working together with the Parks, Recreation & Railroad staff to develop a listing of projects and work to be done during the spring/summer seasons in an effort to classify which were necessary for safety and function and which were purely aesthetic. Using this list, he said they hoped to perform only the necessary functions in order to free up staff and complete the Platform construction as

quickly as possible.

Mr. Butler advised the next agenda item referred to an ice flow from the Hudson River which affected the pond and fish stocks at the Fish Hatchery on March 13th. He explained an ice jam had occurred near the Hatchery location which caused the River to overflow its natural shores and run into the Hatchery pond, causing a loss of 261 Rainbow Trout intended for derby event stocking, in the process. Mr. Butler pointed out that a photograph depicting the damage was included on page four of the agenda packet. He advised the damage incurred had been minimal and noted that due to ice flow, predation and human interaction factors, they typically anticipated fish losses such as this and managed the Hatchery so that supplemental fish were available for stocking; therefore, he added, the stocking season would not be impacted and there was no structural damage to the pond. Mr. Tennyson added that Mr. Butler and his staff had done an exemplary job in removing County equipment from the area in anticipation of the flooding issues to protect their assets and minimize damage.

The next agenda item, Mr. Butler advised, pertained to an update on spring stocking and he advised that beginning on agenda page 5 he had included a chart reflecting stocking statistics from 1983-2010 and noted that the following two pages included photos of the fish raised for stocking.

Mr. Butler said the next item consisted of an update on the Trout Lake Access Path, which he asked Mr. Dusek to comment on. Mr. Dusek advised that during a prior meeting, it had been indicated that the County had no obligation to address issues with impediments blocking access to Trout Lake; however, he noted, subsequent to further information regarding the County's acquisition of the town road leading to the access point, it had been determined that further review on the issue was necessary. Mr. Dusek advised that he and his staff would continue to research the matter and would update the Committee at a future meeting.

Moving on, Mr. Tennyson reminded the Committee that at their prior meeting they had discussed the possibility of introducing an inter-Municipal agreement with the Town of Johnsbury for use of the County-owned pavilion and parking lot located adjacent to the Kellogg Property. He said at that time, the Committee had determined further information was necessary relative to the extent of the rights sought by the Town before a decision could be made. Mr. Tennyson noted that Mr. Goodspeed was in attendance to comment on the matter.

Mr. Goodspeed proceeded to provide a brief history on the transfer of the Kellogg Property to the Town of Johnsbury from the Outdoor Space Institute, following the County's decision to forego acceptance of the parcel. He explained the issue they faced was with the need for vendors to contact various Municipalities in order to obtain permissions and provide insurance certifications to use the Kellogg Property, parking lot and pavilion, which were typically used in conjunction. Mr. Goodspeed suggested the easiest manner in which to resolve this issue would be for the County to enter into an inter-Municipal agreement with the Town of Johnsbury allowing the pavilion and parking lot to be leased for a fee of \$1, in return for which the Town would agree to indemnify the County of all liability associated with the property. He added that once the agreement was in place, the pavilion and parking lot would be operated as a Town property with the one caveat being that the Railroad Operator would be permitted the same usage privileges allowed by the County in the past.

Mr. Dusek stated that while he was not opposed to the agreement proposed by Mr. Goodspeed, the Committee should consider whether they had any future need for the property that should be protected before agreeing. He added that the proposal was legally viable, requiring only a resolution instituting the inter-Municipal agreement.

Following further discussion on the issue, Messrs. Champagne and Taylor questioned whether the property could simply be transferred to the Town of Johnsbury as it appeared to be unused surplus County property, to which Mr.

Dusek replied that the pavilion and parking lot had been traditionally used by the Railroad Operator. Mr. Belden said that while he agreed the simplest solution would be to transfer ownership of the property to the Town of Johnsburg as they did not intend to impede any use by the Railroad Operator, he felt it was best to allow Mr. Dusek the opportunity to research the matter and determine whether there was any need to retain the property before making any final decisions. Mr. Goodspeed said that although he did not take issue with this suggestion, he would recommend that some type of temporary arrangement be reached allowing the Town of Johnsburg to schedule use of the pavilion and parking lot for the upcoming summer season as they were already receiving calls from individuals seeking its use. Mr. Dusek advised that a temporary management agreement would suffice to meet the needs of the Town of Johnsburg while allowing the County to retain ownership.

Motion was made by Mr. Conover, seconded by Mr. Merlino and carried unanimously to approve a one-year management agreement with the Town of Johnsburg for use of the County-owned pavilion and parking lot located adjacent to the Kellogg Property and the necessary resolution was authorized for the April 15th Board meeting. *A copy of the request is on file with the minutes.*

Resuming the agenda review with discussion on the Fairgrounds property sale, Mr. Dusek reminded the Committee that at prior meetings they had entertained bids for the property, dependent upon the ability to obtain special State Legislation allowing its sale. He said they had subsequently learned that the Legislation sought would not be approved, and had instead begun researching the possibility of changing the parkland designation associated with the property in order to forward its sale; however, he advised, following further research, it had been determined that the property was clearly within the realm of the parkland status and could not be changed. Their final resort, Mr. Dusek apprised, had been an attempt to use the Gaslight Village property as a swap of parkland properties, allowing for the Fairground property to be sold. He said that he and Mr. Monroe had traveled to Assemblywoman Sayward's Office late last year to discuss the matter, and despite leaving her Office with a positive indication on the issue, had subsequently been advised that due to significant obstacles presented by the Assembly's rules on these matters, the exchange would not be allowed. Mr. Dusek apprised that as per the rules of the Assembly, the Gaslight Village property could not be used because it was not a new acquisition for the County; therefore, he added, they would require the purchase of a new parcel to be designated as parkland property, preferably located along a waterway similar to the Fairgrounds property, before a swap would be considered. He advised this would incur an unknown cost to the County for the purchase of an alternate parcel, as well as the costs associated with a survey of the Fairgrounds property, as required by the rules of the Assembly.

Mr. Monroe questioned whether the County was able to lease the property on a long-term basis and Mr. Dusek replied in the negative, noting that this would be considered an alienation action. Following an inquiry made by Mr. Conover, Mr. Dusek advised that Committee action would be necessary to reject the bid received from Epic Development for purchase of the Fairgrounds property.

A brief discussion ensued.

Motion was made by Mr. Conover, seconded by Mr. Monroe and carried unanimously to reject the bid received from Epic Development for purchase of the Fairgrounds property and the necessary resolution was authorized for the April 15th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Butler continued the agenda review with the Items of Interest section, which he outlined as follows:

1. The Maple Festival/Pancake Breakfast had been held on March 6th at the Up Yonda Farm, Mr. Butler stated, and he noted that the attendance levels had been lower than the 2010 event due to inclement weather. Mr. Belden apprised that he and his wife had attended the Maple Festival,

- which, he said, had been very enjoyable and included a tremendous breakfast. He noted that the event was very well organized and orchestrated by a staff comprised solely of volunteers.
2. Mr. Butler reviewed the New York State snowmobile registration statistics which consisted of a total of 138,000 for the 2010 - 2011 season and 134,577 submitted thus far for the 2011 - 2012 season. He said that due to the close proximity of the totals, they expected to receive approximately the same amount of grant funding for 2011 as they had for 2010.
 3. The Gore Mountain Regional Chamber of Commerce Annual Adirondack Adventure Festival was scheduled for May 7th, Mr. Butler apprised. He said that Jeff Inglee, Fish Management Specialist, would be attending the event in representation of the Hatchery, presenting information, a video and a display of live fish.
 4. Mr. Butler announced a snowmobile meeting would be held at the Fish Hatchery on April 26th at 5:00 p.m. which any interested Supervisors were invited to attend. He said this was an important meeting for him as there many things to discuss pursuant to the very successful 2010 - 2011 snowmobile season.

Concluding the agenda review, Mr. Butler addressed the Pending Items section, as follows:

1. Mr. Butler advised there was no new information to present relative to the request from the Kings School for a ROW exchange.
2. The proposed inter-Municipal agreement with the Town of Johnsbury for use of the County-owned pavilion and parking lot was addressed earlier in the meeting.

Mr. Butler stated that updated information relative to negotiations with Iowa Pacific for the 2011 Railroad Operator's contract was available, but said he felt the matter should be discussed during an executive session. Mr. Dusek agreed, but noted there was some information that could be presented publicly. He apprised the Railroad Project Management Team and representatives of Iowa Pacific had been meeting on a regular basis via teleconference and a rough draft of the contract had been developed. Mr. Dusek said the draft would be subject to an in depth review by the Management Team, following which it would be sent to Iowa Pacific for their review. He added that once the parties had agreed upon a final draft of the contract, a special Public Works Committee meeting would be required for the Committee's review of the document. Because the contract could conceivably be approved at the next Board meeting, Mr. Dusek suggested a special Public Works meeting be scheduled for the week prior to April 15th. He then noted that an executive session would be necessary to discuss matters leading to the retention of a specific operator for the railroad which were classified under the realm of attorney/client privilege, due to their sensitive nature.

Following a brief conference with the Committee, Joan Sady, Clerk of the Board, announced that the special Public Works Committee meeting would be held on Thursday, April 7th at 9:30 a.m.

Joanne Smith, Town of Johnsbury resident, requested permission to address the Committee relative to her visit to the Saratoga Springs Station where she had discovered that space for ticket sales to northward destinations had been reserved. In light of this discovery, she encouraged the Committee to continue their efforts to secure an Operator for the railroad and take advantage of the opportunities available to them to increase visitor traffic to the northerly portions of the County.

Mr. Goodspeed noted many meetings of the Management Team had been held to develop the draft Railroad Operator contract and he commended Mr. Dusek and his staff for leading those efforts in order to secure the contract in the most time efficient manner possible.

Motion was made by Mr. Champagne, seconded by Mr. Bentley and carried unanimously to enter into executive session to discuss matters leading to the possible appointment of a particular corporation for the 2011 Railroad Operator's Contract, pursuant to Section 105(f) of the Public Officer's Law.

Executive session was held from 10:40 a.m. to 11:18 a.m.

Upon reconvening, Mr. Belden announced that no action had been taken during the executive session and noted the Committee would take a short break before resuming their meeting.

The Committee recessed from 11:19 a.m. to 11:24 a.m.

Mr. Belden called the Committee back to order and privilege of the floor was extended to Mr. Tennyson who distributed copies of the DPW Agenda; *a copy of the agenda is also on file with the minutes.*

Mr. Tennyson began with a review of the Budget Performance Report which was included in the agenda packet and is on file with the minutes. He said that due to the difficult winter season, some expenses were higher than anticipated; however, he added, he did not see any as being particularly concerning at this point. Mr. Tennyson advised these funding issues would culminate in the fall, depending on when the winter season began. He then proceeded to point out the budgetary areas with these issues as follows:

Code 1620.120, Buildings - Salaries - Overtime: Mr. Tennyson said the expenditures in this code were higher than anticipated due to snow removal efforts which required more hand labor than prior years, expending 59% of the amount appropriated. He noted that although they would continue to monitor expenditures, they did not typically incur overtime expenses in the Buildings and Grounds Department during the summer months.

Code 5610.110, Airport - Salaries - Regular: Expenditures in this Code were slightly higher than they typically would be due to a retirement benefit pay-out, Mr. Tennyson said, but noted the expense had been anticipated. In response to Mr. Belden's inquiry, Mr. Tennyson advised an \$11,000 pay-out had been made upon the retirement.

Code 7112.470, Snowmobile Grant - Contract: Mr. Tennyson pointed out that this Code reflected a 100% expenditure, which simply meant that the Snowmobile grant funds had been distributed to the clubs.

Code 7113.413, Railroad - Electricity: A 48% expenditure of funding was reported for this Code, Mr. Tennyson advised, due to the fact that electricity costs were being funded through this budgetary line as there was currently no Railroad Operator to assume them. He said it was their hope that once the Operator was chosen and revenues started being received, some could be re-appropriated to the Electricity Code to offset the unanticipated expenditures.

Code 5020.110, Engineering - Salaries - Regular: Mr. Tennyson pointed out this Code reflected another retirement pay-out, which had been anticipated.

Code 5142.410, Snow Removal - County - Supplies: A 75% expenditure was reported in this Code, Mr. Tennyson advised, which incorporated the budget for road salt purchase. He said the salt bins were currently at full capacity and he did not foresee the expenditure as being a problem, unless there was a very early start to the 2011-2012 winter season.

Code 5142.120, Snow Removal - County - Salaries - Overtime: Mr. Tennyson advised of a 54% expenditure in this Code, which was actually better than anticipated and did not pose an immediate concern.

Mr. Geraghty pointed out that Code 5130.120, Machinery - Salaries - Overtime, reflected a 50% expenditure and he questioned the cause for this. Mr. Tennyson responded that during snow and ice events breakdowns occurred on a continuous basis, leading to the need for mechanic staff to be present during them. Mr. Geraghty noted that

his question pertained only to the overtime expenses and asked if the repairs corresponded with after hours snow and ice events, to which Mr. Tennyson replied affirmatively. He added that there were some overtime savings as they no longer had to call in staff after hours to deal with heating issues at the DPW Shop.

Mr. Monroe asked whether a formula was used to ratio the budget between the winter seasons at the beginning and end of each year and Mr. Tennyson responded in the negative, advising they utilized a month-by-month comparison of costs. He added that although the month of March had been particularly difficult, expenses for the months of January and February had actually been typical in comparison to prior years. Mr. Tennyson said he presumed many of the Towns were facing similar situations with their snow and ice operational budgets.

Continuing, Mr. Tennyson directed the Committee members to agenda page 1, which included a chart reflecting overtime for all DPW divisions comparing the totals incurred for the first quarter of each of the past seven years. Agenda page 2, he announced, consisted of a chart outlining new Federal-aid projects awarded in connection with the return on the Federal gas tax which totaled slightly more than \$5 million. Mr. Tennyson noted that the Lanfear Road and Palisades Road Brant Lake Inlet Bridge Projects were unique in that the grant applications for both had included element specific repairs which allowed them to pick up the smaller grant amounts that were typically returned and redistributed over the NYSDOT (New York State Department of Transportation) region in prior years. Through this effort, he said they were able to gain funding for major repair work that could not have been done on an in-house basis; for instance, he added, removal of the asbestos paint system on the Lanfear Road Bridge would allow the remaining repair work to be completed by County staff. Similarly, Mr. Tennyson noted the Palisades Road Bridge, which was located in deep water, had a failed scour protection system which would cost a considerable amount to fix due to its location. He said that by using the grant funding to have the scour protection system fixed, in-house staff could subsequently provide future maintenance to keep the Bridge in good working order. Mr. Tennyson pointed out that agenda page 3 reflected a listing of ongoing Federal-aid projects which totaled over \$38 million; he concluded that between the new and ongoing projects, they had attracted over \$40 million in Federal grant funding.

Mr. Belden questioned whether any commitments had been received for State funding for these projects and Mr. Tennyson replied that the State Marchiselli funding, which typically represented 15% of the project cost, was usually received closer to the commencement of the construction phase, leaving a 5% Local Share, and this process had not caused any problems in the past. He advised the Engineering Division had been very aggressive in seeking out and obtaining these Federal grant funds and Mr. Belden stated that the County was very appreciative of the efforts put forth, especially in light of the current state of the economy.

Mr. Belden announced that the requests listed on agenda pages 4 through 34 pertained to grant applications, contracts and establishing Capital Projects in connection with the new Federal grant funding previously identified by Mr. Tennyson, including the following:

1. Request to submit application to NYSDOT for grant funding in the amount of \$254,000 for the Crane Mountain Road Bridge Project;
2. Request to establish Capital Project No. H320.9550 280, Crane Mountain Road Bridge Project, in the amount of \$254,000;
3. Request for new contract with Creighton Manning Engineering, LLP for an amount not to exceed \$254,000 for the Crane Mountain Road Bridge Project;
4. Request to submit application to NYSDOT for grant funding in the amount of \$439,909 for the Hicks Road Reconstruction Project;
5. Request to establish Capital Project No. H319.9550 280, Hicks Road Reconstruction Project, in the amount of \$439,909;

6. Request for new contract with Greenman-Pedersen, Inc. for an amount not to exceed \$439,909 for the Hicks Road Reconstruction Project;
7. Request to submit application to NYSDOT for grant funding in the amount of \$35,000 for the Lanfear Road over Stony Creek Bridge Repair Project;
8. Request to establish Capital Project No. H321.9550 280, Lanfear Road over Stony Creek Bridge Repair Project, in the amount of \$35,000;
9. Request for new contract with Clark Patterson Lee for an amount not to exceed \$35,000 for the Lanfear Road over Stony Creek Bridge Repair Project;
10. Request to submit application to NYSDOT for grant funding in the amount of \$50,885 for the Palisades Road over Brant Lake Inlet Bridge Repair Project;
11. Request to establish Capital Project No. H322.9550 280, Palisades Road over Brant Lake Inlet Bridge Repair Project, in the amount of \$50,885; and
12. Request for new contract with Foit-Albert Associates for an amount not to exceed \$50,885 for the Palisades Road over Brant Lake Inlet Bridge Repair Project.

Motion was made by Mr. Bentley, seconded by Mr. Champagne and carried unanimously to approve the aforementioned 12 requests, thereby authorizing the necessary resolutions for items 1, 3, 4, 6, 7, 9, 10 and 12 for the April 15th Board meeting and referring items 2, 5, 8 and 11 to the Finance Committee. *Copies of all 12 requests are on file with the minutes.*

Referring to the Projects listed in the chart on agenda page 2, Mr. Tennyson advised the Local Match figures shown were being projected for 2011, 2012 and 2013 and would be reflected in each budgetary year under the Transfers to Capital Project line; he added these amounts were in addition to the Local Share for any previously approved Capital Projects. Mr. Monroe questioned whether the designated 2011 Local Share amounts for all Capital Projects was included in the Budget and Mr. Tennyson replied in the negative, advising that during the budget negotiation process they had determined the Local Share totals would be bonded to cover the cash flow for the Projects with the Federal and State reimbursements being used to offset the bond, leaving only the Local Share total for the County to fund.

Continuing to the next agenda item, Mr. Tennyson directed the Committee members to agenda page 36 which included an aerial photograph of the parking lot and section of Beach Road owned by NYSDEC (New York State Department of Environmental Conservation). He apprised that in previous years the County had contracted with the Town of Lake George to provide snow and ice removal services for the County-owned section of Beach Road and the Town had also provided the same services for the NYSDEC portion, although he said he was unsure whether an agreement had been in place which authorized the Town to do so. Mr. Tennyson said the County had resumed the Beach Road plowing work effective January 1, 2011 when the Town had decided not to continue the contract and there was now some question as to who would be responsible for maintaining the NYSDEC section of Beach Road during the winter season. In speaking with Mr. Dusek on the matter, Mr. Tennyson said he had been advised the County had no authority to maintain the NYSDEC section of Beach Road without an inter-Municipal agreement; additionally, he said, discussion had been held relative to whether or not a fee should be charged for the snow and ice removal, similar to the way in which the towns were compensated for maintaining County highways. Mr. Tennyson apprised this matter had arisen following DPW response to a call from the Sheriff's Office concerning a flooding issue along the NYSDEC portion of Beach Road. He stated that although contact with NYSDEC had been initially attempted with no response, the Sheriff's Office had proceeded to close the road and contact the DPW in order to address the issue.

Mr. Belden opined that if the County would be providing maintenance services for NYSDEC property, there should

be an inter-Municipal agreement in place which allowed compensation for the services provided. Mr. Bentley agreed and suggested that an invoice be forwarded to NYSDEC for the work done to alleviate the flooding issue.

Mr. Dusek confirmed that he had advised Mr. Tennyson the DPW had no legal right to maintain any highways other than those owned by the County unless there was an inter-Municipal agreement in place providing such authorizations. He added that by continuing to provide maintenance services without proper agreements in place, he feared the County was facing increased liability exposure. Mr. Tennyson confirmed that following Mr. Dusek's advisements, all maintenance services for the NYSDEC section of Beach Road had ceased.

Discussion ensued.

Mr. McCoy suggested that in the spirit of cooperation, and in consideration of the fact that NYSDEC had assisted the County in lowering the rate charged to Americade organizers for use of the Beach Road parking lot during their event, the County continue to provide snow and ice removal services for that section of highway for the remainder of the winter season, thereby allowing NYSDEC the opportunity to determine an alternate solution prior to the start of the next winter season. As the rest of the Committee was in agreement with Mr. McCoy's suggestion, it was determined that the DPW should continue to provide snow and ice maintenance services for the remainder of the current winter season, following which Mr. Tennyson would forward a letter to NYSDEC advising that an alternate arrangement had to be determined before the start of the next winter season.

On a related subject, Mr. Tennyson advised they were proceeding with a Department-wide inventory of areas where they had historically provided maintenance for non-County-owned property and he anticipated the need for some inter-Municipal agreements in the future, once this review was complete.

Mr. Tennyson directed the Committee members to agenda page 37 which reflected a request to establish the paving rates charged to local municipalities for work performed by the DPW. He said the figures reflected labor costs and noted that the fuel charges assessed would be based on current gasoline rates.

Motion was made by Mr. Champagne, seconded by Mr. Taylor and carried unanimously to approve the request and the necessary resolution was authorized for the April 15th Board meeting. *A copy of the request is on file with the minutes.*

Agenda page 38 included a request for a supplemental appropriation from the undesignated fund balance for various County road projects. He explained that during 2010, funding for certain projects had been expended from the incorrect Code, leaving overages in the correct codes, which were subsequently returned to the undesignated fund balance at the close of 2010. Mr. Tennyson said that as per direction from the Treasurer's Office, a supplemental appropriation was necessary to correctly re-assign funding in order to offset actual expenses.

Motion was made by Mr. Champagne, seconded by Mr. Bentley and carried unanimously to approve the request for a supplemental appropriation and refer same to the Finance Committee; *a copy of the request is on file with the minutes.*

Mr. Tennyson then proceeded to review the Items of Interest section of the agenda, as follows:

1. A Rabies Clinic had been scheduled in connection with the Warren County Health Department for May 21st and October 8th at the Warrensburg DPW Shop, Mr. Tennyson apprised. He said the Clinics had previously been held at the Warrensburg Fire Station, but since this venue was no longer preferable, new arrangements had been made to hold them at the Warrensburg DPW Shop. Mr. Tennyson added that the Health Department had been very flexible in scheduling the Clinics during

- times when DPW operations would not be in force and were willing to re-schedule them with short notice if an emergency arose.
2. Mr. Tennyson circulated photos of the newly constructed sign for the Municipal Center campus, a copy of which is on file with the minutes. He noted they were waiting for warmer weather to place the sign.
 3. Agenda page 39 reflected the last page of a 74 part questionnaire recently undertaken for the DPW-specific MS4 inspection, Mr. Tennyson advised. He said Dave Wick, Warren County Soil & Water Conservation District Manager, and Beth Gilles, of the Lake Champlain-Lake George Regional Planning Board, had assisted with the inspection; he also credited George Van Dusen, Project Engineer, as being instrumental in working with NYSDEC over the past many years to progress the MS4 project. Mr. Tennyson stated they had received the highest possible rating for the MS4 inspection.

Concluding the agenda review, Mr. Tennyson addressed the Referrals section, as follows:

1. Respective to the resolution which allowed the Village of Lake George to place meters and collect fees in the County-owned Beach Road parking lot, Mr. Tennyson said it was his understanding that the issue would be discussed at the March 31st Gaslight Village Ad Hoc Committee meeting. Mr. Dusek interjected that because Robert Blais, Mayor of the Village of Lake George, would be in attendance at the Gaslight Village Ad Hoc Committee meeting, they felt it would be appropriate to discuss the matter and return to the Public Works Committee with any new information following which a decision on the issue could be made. Mr. Monroe questioned whether the previous resolution authorizing the Village to place parking meters in the County-owned parking lot and collect revenues could be rescinded and Mr. Dusek replied affirmatively. In addition to the Beach Road parking lot issue, Mr. Dusek said Mayor Blais also intended to introduce the possibility of placing additional parking meters along Westbrook Road. He then reiterated that any matters relative to this issue which were introduced at the Gaslight Village Ad Hoc Committee meeting would consist of discussion only, as decisions on the matter could only be made by the Public Works Committee.

Discussion ensued.

2. No update was provided relative to the preparation of a chart reflecting position reductions/changes in staffing, or the savings to the County through the enhanced Engineering Division.

There being no further business to come before the Public Works Committee, on motion made by Mr. Bentley and seconded by Mr. Monroe, Mr. Belden adjourned the meeting at 12:06 p.m.

Respectfully submitted,
Amanda Allen, Sr. Legislative Office Specialist