

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS - PARKS, RECREATION & RAILROAD

DATE: APRIL 7, 2011

COMMITTEE MEMBERS PRESENT:

SUPERVISORS BELDEN
MERLINO
CHAMPAGNE
MONROE
CONOVER
WOOD
TAYLOR

OTHERS PRESENT:

JEFFERY TENNYSON, SUPERINTENDENT OF PUBLIC WORKS
PAUL BUTLER, DIRECTOR OF PARKS, RECREATION & RAILROAD
PAUL DUSEK, COUNTY ATTORNEY/ADMINISTRATOR
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISORS GOODSPEED
LOEB
THOMAS

COMMITTEE MEMBERS ABSENT:

SUPERVISORS BENTLEY
MCCOY

WAYNE LAMOTHE, DEPUTY DIRECTOR OF PLANNING & COMMUNITY
DEVELOPMENT
ROB LYNCH, DEPUTY TREASURER
JULIE PACYNA, PURCHASING AGENT
DON LEHMAN, *THE POST STAR*
THOM RANDALL, *ADIRONDACK JOURNAL*
AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST

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

Motion was made by Mr. Conover, seconded by Mrs. Wood and carried unanimously to approve the minutes from the prior Committee meeting, subject to correction by the Clerk of the Board.

While copies of the meeting agenda were being distributed to the Committee members, Mr. Belden announced the purpose of the special meeting was to discuss the tentative Railroad Operator Contract and he noted that Paul Dusek, County Attorney/Administrator, was in attendance to address the matter. *A copy of the agenda is on file with the minutes.*

Privilege of the floor was extended to Mr. Dusek, who distributed copies of the tentative contract, as well as a single page document entitled "By the Numbers" which outlined previous costs and anticipated revenues associated with the railroad; *copies of both documents are on file with the minutes.*

Mr. Dusek began by providing a history of the development of the operator contract, which included initial review of proposals by the County Management Team, comprised of Supervisor Goodspeed; Jeffery Tennyson, Superintendent of Public Works; Paul Butler, Director of Parks, Recreation & Railroad; Rob Lynch, Deputy Treasurer; Wayne LaMothe, Deputy Director of Planning & Community Development; JoAnn McKinstry, Assistant to the County Administrator; Julie Pacyna, Purchasing Agent; and Patricia Nenner, Second Assistant County Attorney. He continued that subsequent to proposal reviews, a Negotiating Team had been determined to establish the contract document and this Team consisted of Supervisor Goodspeed; Mr. Tennyson; Mr. Lynch; and Mr. LaMothe, from Warren County, as well as Dick Lucia, Supervisor of the Town of Corinth; and John Lemery and Lynn Schwartz, legal counsel for the Town of Corinth. Mr. Dusek stated he was very impressed with the results achieved by both groups and he felt they should be recognized for their efforts.

As they began the contract development, Mr. Dusek announced, the County's objective had been to transform the railroad into a true asset that would increase tourism levels while providing an economic tool to the area and raise

sufficient revenues to offset the expenses incurred in association with its operation. Additionally, he noted, a second objective had been to develop a business model, similar to those used by many companies, turning the railroad into an asset owned and operated in an effective manner which would produce the least financial liability to the County. Mr. Dusek stated that while the tentative contract included significant insurance coverage requirements and risk sharing measures, he felt that ultimately, it would be in their best interest to develop a Public Authority to manage the railroad on behalf of Warren County and the Town of Corinth.

Mr. Dusek said he would classify the tentative contract as being a milestone reached by the Negotiating Team, as although there were still adjustments to be made to the document, it represented an agreement reached cooperatively with Iowa Pacific Railroad. He noted one of the areas likely to be adjusted pertained to the insurance provisions included in the document, which were currently under review by the insurance representatives for both the County and Iowa Pacific. Mr. Dusek advised there were a number of issues to be addressed before train operations could begin, such as Iowa Pacific's securing an agreement with CP Rail; the County attaining Federal Government approval of freight rights; the Town of Corinth assigning their CP Rail agreements to Iowa Pacific; and the development of an inter-Municipal agreement between the Town of Corinth and Warren County.

Referring to the "By the Numbers" document Mr. Dusek pointed out that during the last year of railroad operation by the Upper Hudson River Railroad (UHRR), the County had received revenues totaling \$19,800. He noted the revenue figure was exceeded by the expenses incurred by the County, which included property taxes, repairs and maintenance, bond payments and insurance premiums. Mr. Dusek advised the proposed contract would include a 6% distribution of the gross revenues received by Iowa Pacific Railroad to the County and Town of Corinth, with a minimum guarantee of \$81,958 for the first year, as opposed to the previous revenue payment method which was based solely on ticket sales. He added that if the business projections provided by Iowa Pacific were realized, the first year revenues received could be as much as \$190,000. Mr. Dusek apprised the percentage of income approach had been included in the contract at the suggestion of Mr. Lynch who indicated that they would generate more revenues in this manner than through the previous method based on ticket sales. He then clarified that the total gross revenue amount received would be shared by the County and the Town of Corinth.

Mr. Dusek said that in the second contract year, or in a subsequent year, if a business volume of either 60,000 riders or 100 freight cars was achieved, Iowa Pacific had agreed to provide additional revenues of \$5,000 per month, with that figure to be adjusted in future years based on the consumer price index. He cautioned it was important to remember that the business volume totals might never be realized, but reiterated the County and Town could potentially enjoy additional revenues based on the success of the railroad operation. Mr. Dusek noted that while there would continue to be some administration of the railroad at the County level, the costs associated with repairs, maintenance, and property taxes would be significantly reduced as Iowa Pacific had agreed to assume them as part of their normal operating expenses. He further noted the County would be required to continue to fund the bond payments and insurance premiums associated with the railroad, as well as any fees for inspections undertaken to ensure proper maintenance of the railroad by the Operator.

There was a need to build a reserve fund for major extraordinary repairs over and above the amount the Operator would be required to pay, Mr. Dusek stated. He explained Iowa Pacific would be responsible for all ordinary repairs, as well as to carry proper insurances and fund up to a total of \$50,000 for any given repair; as a comparison, Mr. Dusek cited the prior repair limit associated with the UHRR contract had been \$7,500. In an effort to develop the reserve fund, he advised the County and Town of Corinth had agreed to set aside 5/6 of the 6% revenue received in the first year. Mr. Dusek said that depending upon the amount of revenue received, the total contributed to the reserve fund for the initial contract year would be somewhere between \$68,298 to \$158,333.

As an example of how repair costs would be addressed, Mr. Dusek theorized that an expense totaling a sum less than \$50,000 would be assumed solely by Iowa Pacific, while in the case of a \$75,000 expense, Iowa Pacific would contribute the initial \$50,000, leaving the remaining \$25,000 to be funded jointly by the County and Town of Corinth from the reserve fund. He advised that in the event of a much larger expense, possibly in the range of \$250,000, the initial \$50,000 would be funded by Iowa Pacific, leaving the remaining balance to be funded by the County and Town of Corinth. If sufficient funding was not available to cover the remaining costs in the reserve fund, Mr. Dusek explained although the County, Town or Iowa Pacific could choose to spend additional monies to make the repairs, or work jointly to identify an alternate funding source, none were obligated to do so. He clarified that the contract would require the County and Town of Corinth to expend funds only to the maximum of the reserve account to make repairs, with the minimum balance required being only that total contributed to the reserve fund during the first contract year. Mr. Dusek stated that while 5/6 of the total revenues received in the first year would be placed in the reserve fund, the remaining 1/6 would go to the County to cover the costs associated with administrative work, with that total ranging anywhere from \$13,659 to \$31,666.

Mr. Dusek apprised that given the funding scenario previously described, the County would not receive sufficient revenues to offset their required bond payments, but noted they had not been able to do so in prior years either. However, he added, beginning with the second year of the contract, they would no longer be placing the majority of the revenues received in the reserve fund, but would reallocate the funding in a manner to be determined through further discussion with the Town of Corinth. Mr. Dusek advised that previous suggestions had been to allocate 1% of the total received to Warren County and 2% to the reserve fund, with the remaining revenues to be evenly split between the County and Town of Corinth at a rate of 1.5% each. In this manner, he said, the reserve fund would continue to grow with the annual contributions, but noted that as per the contract terms, they were only obligated to maintain the fund balance achieved in the first contract year, requiring no further contributions to exceed that total. Regardless of the contract's minimum requirements, Mr. Dusek opined it would be in the County and Town's best interest to continue growth of the reserve fund in order to appropriately fund repairs as needed, especially if the railroad became a considerable revenue source. Additionally, he noted, the revenues received in association with the railroad operation could not be contributed to the County's general fund, and instead had to be returned to railroad operations as per prior grant agreements. Mr. Dusek stated that while it was not unreasonable to assume that all revenues should be turned over to the reserve fund to address any type of catastrophic incident that might occur, he would encourage both the County and the Town of Corinth to maintain some of the funding in an alternate manner to facilitate the costs associated with a Public Authority, or alternate entity, to manage the railroad and fund the associated administrative costs.

Mr. Monroe pointed out that one revenue source not identified in the analysis was the sales tax generated in association with ticket sales and increased tourism to the area. He then questioned if a total had been determined for the operating expenses incurred during the prior year in association with the railroad and Mr. Dusek replied that they were in the range of \$71,000, including both bond and operational costs. In response to a question posed by Mr. Geraghty, Mr. Dusek advised the bond had been secured to cover the Local Share costs incurred for the Lake Luzerne and Thurman Platforms.

Moving on to the tentative contract, Mr. Dusek proceeded to provide an in-depth review of the document for the Committee's benefit.

During Mr. Dusek's review, Mr. Champagne questioned how possible parking lot use conflicts would be resolved and Mr. Dusek advised this was a valid concern that would require further discussion and clarification, possibly resulting in further revisions to the contract document. Referring to contract terms pointed out by Mr. Dusek in his review which allowed the County to reserve their rights to use railroad property, Mr. Champagne noted it seemed

the Operator would be left with little control over the railroad property. Mr. Dusek advised this was not the case as the County was simply reserving the right to use the property as necessary for functions or projects, while essentially giving complete use to Iowa Pacific for railroad operations.

Referring to Item 2(f) (xii), reflected on page 9 of the contract document, Mr. Loeb noted that freight operations were limited to one run in each direction per 24-hour period and he opined this provision might prove too restrictive in light of the fact that the majority of revenues were anticipated to come from freight traffic. Mr. Champagne agreed, adding that while he understood freight traffic might cause an annoyance to residents along the rail line due to noise issues, he felt these restrictive guidelines could negatively impact the amount of revenues. Mr. Monroe said he, too, agreed with the points made by Messrs. Loeb and Champagne and noted that if the intent was to raise revenues through freight operations, they should not place too many restrictions. Mr. Merlino suggested that rather than eliminate the restrictions cited in the contract, they should leave the verbiage as it was and consider the matter further in the future if Iowa Pacific expressed a need for increased freight operations; Mr. Conover said he agreed with Mr. Merlino's suggestion. Mr. Thomas stated that because increased freight operations would lead to increased revenues for the County and Town of Corinth, he felt they should include provisions within the contract that would allow the matter to be negotiated to allow for increased operations in the future if necessary and Mr. Dusek replied that it was possible to add this provision so that Iowa Pacific would know the County was open to discussion on the matter. Mr. LaMothe advised the restriction had been introduced subsequent to concerns expressed by the owners of the 1,000 Acres Ranch Resort and the Glen Hudson Campground, which were located very close to the rail line, as both proprietors were concerned that the noise caused by freight traffic running by their locations several times per night could affect their businesses. Mr. Belden agreed with prior comments, indicating that while he was sympathetic to the noise concerns, he felt the contract should be altered to include provisions that would allow for further discussion and negotiation on the subject if the need arose. Mr. Dusek advised that the addition of this clause would allow for the freight limitations to be increased by virtue of resolution, rather than having to re-write the contract.

Mr. Goodspeed advised that the definition for the term "Junk", as outlined on page 2 of the contract, had been altered at Iowa Pacific's request and he asked Mr. Dusek to comment on the issue. Mr. Dusek advised that rust had initially been included in the definition to describe railroad equipment conditions under the Junk term, but had subsequently been removed when it was related that all freight cars had a certain amount of rust on them, unless they were brand new. Mr. Goodspeed noted there had been previous concerns with the conditions of the equipment used by UHRR and he wanted the Committee to be aware they should expect to see some rusty cars used in the freight operations.

Respective to the information provided on page 10 of the contract under the Operator's Duties and Responsibilities section, Mr. Goodspeed noted that Item 4(a) (i) obligated Iowa Pacific to "provide a Day Out with Thomas Event, subject to approval from the franchise owner" and he requested that it be changed to "provide a Day Out with Thomas Event, or like event, subject to approval from the franchise owner in North Creek". He said the changes were pertinent following conversations with Iowa Pacific in which concerns were relayed that they might not be able to attract the Thomas Event, as well as to ensure that the event was held in the Town of North Creek, as promised. Mr. Dusek replied that he did recall the conversation cited by Mr. Goodspeed and would make the requested changes.

Relative to the same section of the contract, Mr. Monroe questioned where the 30 ski train runs committed to would begin and end, to which Mr. Dusek replied that clarification on the matter had not been provided. Mr. Goodspeed said although it was not reflected in the contract, during prior discussions Iowa Pacific had indicated they sought

to attract ridership from both the metropolitan New York and Saratoga Springs markets to travel to North Creek. Mr. Goodspeed pointed out that Item 4(y), listed on page 15, indicated that Iowa Pacific would “use its best efforts to communicate with and to work with ORDA (Olympic Regional Development Authority) and the North Creek Business Alliance in planning for and promoting the ski train operations. Best efforts shall be defined in this case as participating in discussions and conceding to reasonable participation requests that do not cause the Operator to sustain a financial loss”. From these indications, Mr. Goodspeed said he would assume Iowa Pacific was trying to assert they would guarantee provision of the service in the quantities indicated, but still needed to speak with the involved parties to determine the best way in which to plan ski train operations. He added that he felt the North Creek Chamber of Commerce should be added to the initial portion of the statement to indicate their involvement, and noted that he had no problem with the rest of the verbiage as it seemed to indicate that future discussion on the matter would be held.

Mr. Champagne questioned what ticket price had been used to determine the \$81,958 minimum payment to the County for the first contract year and Mr. Dusek responded the figure was derived from the prospective revenues listed in the original proposal provided by Iowa Pacific. Mr. Dusek added that the ticket price would likely be driven by the marketplace and noted that it would be up to Iowa Pacific to make their venture successful enough to meet the minimum annual revenue guarantees. Mr. Champagne then asked what the penalty would be if Iowa Pacific did not provide the number of runs promised and Mr. Dusek replied this would constitute a breach of contract; he added it was his recollection that the contract allowed the ability to terminate following a 30-day corrective period under the default provisions included therein.

Returning to the topic of ski trains as related to Mr. Monroe’s previous inquiry, Mr. Goodspeed suggested that the verbiage included in the contract under Item 4(a) (iii) be altered to indicate the 30 ski trains would run to North Creek as the intent was to bring downhill skiers to Gore Mountain. Mr. Monroe added that it might be beneficial to include a further revision indicating the ski trains would run from the Saratoga Springs Station and beyond, to the North Creek Station to ensure that much shorter and ineffective runs were not implemented as the ski train, for example from the Riparius Station to North Creek. Mr. Dusek responded that he would make note of the suggestions and would present it to Iowa Pacific for their review and approval.

Mr. Dusek pointed out that Item 4(p), reflected on page 13, indicated that it would be Iowa Pacific’s responsibility to “undertake to promote the railroad as set forth in Schedule “C” annexed hereto”, but noted that the Schedule C document was missing from the contract as it was not yet complete. He advised they had requested that Iowa Pacific provide a layout of how the railroad would be promoted to gain assurances of what would be done in this regard, as prior discussions had indicated that Iowa Pacific intended to invest a considerable amount of money for their promotional efforts.

Item 4(s) on page 14, referred to the platform owned by the North Creek Railway Depot Preservation Association, which required replacement as it was critical to train operations, Mr. Dusek stated. Mr. Goodspeed interjected that the North Creek Railway Depot Preservation Association had originally built the platform to serve as the entrance to the North Creek Railroad Museum; however, he added, the platform also served as the sole boarding facility for the train. He noted that when discussing the need for replacement with Iowa Pacific, they had indicated there were many partners in the project who should be helping to facilitate the replacement, estimated at a cost of \$30,627, and had agreed to provide \$10,000 towards the platform replacement. In keeping with Iowa Pacific’s commitment, Mr. Dusek apprised they had structured the contract to require the \$10,000 contribution to be paid within 30 days of the adoption of a resolution by the Warren County Board of Supervisors indicating that the balance of the platform replacement funding was available to proceed with the project. He stated a source of funding for the

remaining \$20,627 would have to be determined. Mr. Goodspeed announced the North Creek Railway Depot Preservation Association was actively engaged in a fund raising project to assist with the platform replacement costs.

Mr. Dusek advised Item 4(bb), on page 15, referred to a requirement that Iowa Pacific “insure the County and Town railroad and supporting facilities against insurable risks” and he noted this item was still under review by both the County and Town’s insurance carriers, as well as by Iowa Pacific’s, and he said he would report back on the issue when the matter had been resolved. He noted Iowa Pacific was interested in securing insurance that would cover damages caused to the railroad by natural disaster events and had agreed to pay a deductible of up to \$50,000 for this coverage; however, Mr. Dusek added, they had yet to determine whether the coverage was available.

Relative to Item 5, Parent Company and Personal Guarantee, on page 15, Mr. Dusek apprised that Iowa Pacific intended to develop a subsidiary that would be identified as Saratoga and North Creek, LLC. He said it was very important to secure both the parent company and personal guarantee as businesses typically formed corporations with an LLC designation which held no assets or capital that did not allow any financial recourse for the County if they were to prematurely end the contract. Mr. Dusek advised the way in which to protect themselves in this matter was to require the parent company and personal guarantees; he added that although the guarantees did not ensure the County would not suffer a loss if all three entities were to declare bankruptcy, Mr. Dusek stated that due to the size of Iowa Pacific’s operations, it was unlikely this would occur. He opined that the willingness to provide the guarantees as requested spoke great volumes about the character of Iowa Pacific and its owner, Ed Ellis. As Mr. Ellis had requested that his personal guarantee be removed from the contract at some point once he had proven his dependability, Mr. Dusek pointed out that the contract relieved the personal guarantee after five years, which would provide the County and Town of Corinth with sufficient opportunity to determine whether they were happy with the railroad operation. He said the parent company and personal guarantees would be drafted as separate documents at a later date.

Mr. Monroe questioned if financial statements had been received from Iowa Pacific to ensure the availability of sufficient capital and Mr. Dusek replied affirmatively, noting that Mr. Lynch had performed an extensive review of these documents. When he was asked to comment on Iowa Pacific’s financial standings, Mr. Lynch advised he did not feel it was appropriate to discuss the matter in open session.

Motion was made by Mr. Champagne, seconded by Mr. Taylor and carried unanimously to enter into executive session to discuss the financial history of a particular corporation, pursuant to Section 105(f) of the Public Officers Law.

Executive session was held from 10:50 a.m. to 11:02 a.m.

Upon reconvening, when asked to summarize the content of the executive session, Mr. Dusek apprised the Committee had discussed the finances of Iowa Pacific following which the Committee had deemed acceptable and decided to proceed with the contract procurement.

Upon completion of the contract review, Mr. Dusek announced that if the Committee was comfortable with the contract document, he would seek to gain a resolution of approval which could be presented at the April 15th Board meeting to forward its adoption, with the understanding there were still outstanding matters to be addressed.

Referring to Mr. Dusek’s prior recommendation that a Public Authority be developed to manage the railroad, Mr. Monroe questioned whether State Legislation would be necessary and Mr. Dusek replied affirmatively. He noted

he had previously drafted the necessary documents to seek legislation which were extensively reviewed by both his own office and the Town of Corinth and he said this documentation could be used to reach out to the State in order to seek the necessary legislation. Mr. Dusek apprised one item he felt should be removed from the original documents would be the request for the Authority to be a tax exempt entity; he added that if they could develop the Authority such that it would have no negative impact on the surrounding communities, the request might be more palatable to the Legislature. He advised he was very much in favor of developing the Authority on the County and Town of Corinth's behalf for both liability and administrative purposes, as well as to remove the railroad operation burden from the County. Mr. Monroe argued that Governor Cuomo's administration seemed to echo that of former Governor Pataki, which had been unfavorable to the creation of Public Authorities and he said he was worried their request would not be favorably accepted, to which Mr. Dusek responded the County and Town had a very strong argument to make in favor of an Authority as the railroad was a jointly owned asset.

Mr. Conover pointed out that Item 1(d), shown on page 2, identified a "major extraordinary repair" as being any single repair exceeding the sum of \$50,000 and advised the Operator would be responsible for any single expense totaling an amount less than \$50,000. He noted that this section did not seem to clearly state whether the \$50,000 amount served as a type of deductible and left open to question whether an initial estimate deeming repair costs over \$50,000 would be 100% funded by the County and Town of Corinth. Mr. Dusek advised he would be sure to research and clarify the matter. Mr. Conover then commended Mr. Dusek and his associates on the development of the contract document.

Mr. Goodspeed pointed out that Item A(b)(iii) relayed the exclusive right to use of a building located in the Town of North Creek to the Operator for use an office building and he advised the Town of North Creek would like to change that to a non-exclusive right of use as the building included restroom facilities which the Town sought to use in connection with events held in the vicinity. Mr. Dusek replied that shared use agreements for both the building in question and the North Creek parking lot would be addressed along with the remaining outstanding contract issues.

Mr. LaMothe noted that verbiage included in Item 2(c)(ii) on page 4 indicated that 5% of the gross revenues received during the first year of the operational contract would be paid into the reserve fund, and he questioned whether this should be 5/6 of the gross revenues, as previously indicated and Mr. Dusek advised he would review the matter to ensure the proper language was used.

Mr. Merlino asked how use of the railroad tracks by the snowmobile clubs would apply when ski train operations began and Mr. Dusek replied that although the contract attempted to retain use of property along side the tracks, it was his understanding that snowmobiles would not be permitted on the tracks once the ski trains began.

Following a round of commendations from the Committee respective to the efforts put forth by Mr. Dusek and the Management and Negotiation Teams, motion was made by Mr. Monroe, seconded by Mr. Merlino and carried unanimously to approve the tentative Railroad Operator contract, and the necessary resolution was authorized for the April 15th Board meeting.

Motion was made by Mr. Taylor, seconded by Mr. Merlino and carried unanimously to authorize Mr. Dusek to prepare a request to secure State Legislation for creation of a Public Authority to operate the railroad and the necessary resolution was authorized for the April 15th Board meeting.

Mr. Champagne questioned whether Iowa Pacific had any reservations respective to the development of a Public

Authority and Mr. Dusek replied in the negative. He noted that Mr. Ellis had requested that Iowa Pacific be given the first right of refusal if the County ever decided to sell the railroad; however, he advised, he did not think this would be possible as they were required to bid the sale of County property. Mr. Dusek further noted he did not feel the County would be able to sell the railroad in any event, because they would be required to repay the grant funding previously received in connection with it.

Mr. Belden opened the floor for public comment.

Thomas Remsen, Warren County Resident, apprised that he had been previously employed as a conductor for UHRR and had received no indication as to whether prior UHRR employees could expect to retain their positions when Iowa Pacific assumed the position as the Railroad Operator. Mr. Belden responded that it was likely Iowa Pacific had not reached out to the UHRR employees as they had yet to secure the Operator contract. Mr. Goodspeed agreed, noting Iowa Pacific had indicated that although they were sympathetic to the frustrating nature of the situation, they were not willing to incur expenses relating to the line until a contract had been signed. He added his expectation would be that once the contract was secured, Iowa Pacific would establish a presence in North Creek to address these matters. Mr. Champagne suggested that, once the contract was secured, contact information for Iowa Pacific should be provided to allow the UHRR employees to submit letters of interest respective to the retention of their positions.

Albert Miner, of the North Creek Railway Depot Preservation Association, addressed the Committee relative to the platform replacement at the North Creek Railroad Museum. He explained the platform could not be built with typical lumber stock and noted that special materials and cutting would be required, as well as transportation to a location south of Albany, NY for the materials to be properly dried and treated, before the platform construction could take place. Due to the extent of the preparation work required, Mr. Miner advised it was imperative that they begin the process soon; he added that the North Creek Railway Depot Preservation Association had raised approximately \$5,000 for the platform replacement, to date. He concluded his statement by noting that in prior years, funding received from the County had required an initial expenditure before reimbursements would be forwarded, but noted they would be unable to proceed in this manner for the platform reconstruction as they did not have sufficient monies available to do so.

Sue Wilder, of the Town of Hadley, thanked the Committee for approving the Railroad contract as many towns along the railroad corridor would benefit from it. She then proceeded to invite the members of the Committee to the Hadley Maple Festival, which would be held on April 29th - May 1st, noting that the Hadley Town Hall would be hosting a presentation by the Upstate Model Railroader's group. Ms. Wilder apprised she had contacted Mr. Ellis to invite him to the event, and although he had been flattered, he had declined to attend as he did not have a contract in place. She added that since it appeared the contract would be approved, it was her hope that Mr. Ellis would attend.

Helen Miner, Chairperson of the North Creek Depot Museum, thanked the Committee for their approval of the contract and for the hard work provided by the Management and Negotiating Committees in developing it. She echoed the comments made previously by her husband, Mr. Miner, noting the importance of forwarding the platform replacement in a timely manner which would allow them to get all of their volunteers in line in preparation for the work.

Joanne Smith, Town of Johnsburg resident, said she had been waiting for increased train operations for the past 17 years and was overjoyed that a contract which would allow for them to take place was finally being approved. She

continued that the contract represented a tremendous opportunity for all of the towns along the railroad corridor and points further northward, as well.

Mr. Belden apprised that before the contract could be finalized, the Town of Corinth would have to provide their approval. Mr. Dusek confirmed this statement, advising the Town would proceed with a similar process to the one the Committee had undertaken that day. He said conversations with the Town's negotiating team seemed to reflect that the contract would be presented positively without much issue.

As there was no further business to come before the Committee, on motion made by Mrs. Wood and seconded by Mr. Taylor, Mr. Belden adjourned the meeting at 11:30 a.m.

Respectfully submitted,
Amanda Allen, Sr. Legislative Office Specialist