

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: JOINT - GASLIGHT VILLAGE AD HOC/PUBLIC WORKS

DATE: JUNE 3, 2011

GASLIGHT VILLAGE AD HOC COMMITTEE OTHERS PRESENT:

MEMBERS PRESENT:

SUPERVISORS MONROE
MERLINO
KENNY
BELDEN

JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS

DANIEL STEC, CHAIRMAN OF THE BOARD
PAUL DUSEK, COUNTY ATTORNEY/ADMINISTRATOR
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER

PUBLIC WORKS COMMITTEE MEMBERS

PRESENT:

SUPERVISORS BENTLEY
TAYLOR

SUPERVISOR STRAINER
KATE JOHNSON, DIRECTOR OF TOURISM
TANYA BRAND, GROUP TOUR PROMOTER
ROBERT BLAIS, MAYOR OF THE VILLAGE OF LAKE GEORGE
DAVE HARRINGTON, DPW SUPERINTENDENT, VILLAGE OF LAKE GEORGE
DAVE DECKER, DIRECTOR, LAKE GEORGE WATERSHED COALITION
WALT LENDER, EXECUTIVE DIRECTOR, THE LAKE GEORGE ASSOCIATION
MIKE CONSUELO, SPECIAL EVENTS COORDINATOR, LAKE GEORGE REGIONAL CONVENTION & VISITORS BUREAU
FRED AUSTIN, THE FORT WILLIAM HENRY RESORT
REPRESENTING THE LAKE GEORGE CITIZENS GROUP:

COMMITTEE MEMBERS ABSENT:

SUPERVISORS THOMAS
CHAMPAGNE
MCCOY
CONOVER
WOOD

DAVE REDPATH
KATHY REDPATH
JOANNE GAVIN
DENNIS BARDEN
DON LEHMAN, *THE POST STAR*
CHARLENE DIRESTA, SR. LEGISLATIVE OFFICE SPECIALIST

Mr. Monroe called the joint meeting of the Gaslight Village Ad Hoc and Public Works Committees to order at 9:37 a.m.

Motion was made by Mr. Belden, seconded by Mr. Kenny and carried unanimously to approve the minutes of the May 4, 2011 Gaslight Village Ad Hoc Committee meeting, subject to correction by the Clerk of the Board.

Copies of the agenda were distributed to the Committee members; *a copy of same is on file with the minutes.*

Privilege of the floor was extended to Dave Decker, Director of the Lake George Watershed Coalition, who distributed two handouts to provide an update to the Committee on the details of the Stormwater Improvement Project on the South Parcel of the former Gaslight Village property; *copies of the handouts are on file with the minutes.*

Mr. Decker stated there had been some misconceptions pertaining to the schedule for demolition reported in the newspapers which he intended to clarify. In reference to the first handout, originally provided to the Committee on December 9, 2010, Mr. Decker noted the contract for demolition consisted of several phases, the first of which was the demolition of the building on the South Parcel. He added the demolition contractor had commenced demolition of the building on the South Parcel in December 2010. He explained it had never been included in the contract for the demolition

contractor to proceed with demolition of the full site following the demolition of the building on the South Parcel. Mr. Decker apprised there was a \$1.2 million grant with the primary focus on completing a stormwater improvement project on the South Parcel with a secondary benefit of having sufficient funds available to demolish all of the buildings on the property. He said his primary focus had been to ensure there were sufficient funds available to complete the stormwater improvement project. He noted there was additional grant funding awarded by the NYS DOT (New York State Department of Transportation) in connection with the "1-R" Project for Route 9. In the process of commencing the project, he continued, the NYS DOT had discovered contaminated soil and two points of discharge where stormwater entered the property from offsite. He added there were also a couple of water lines which were out-of-service and would need to be dealt with, as well as the additional inconvenience of an extremely wet Spring.

Mr. Decker said there had also been the issue of the collapse of the old Opera House building on the North Parcel and although it was outside the scope of work of their contract, the contractor had leveled the building last week. He noted the contractor had bid on the demolition of the Opera House building without having received payment for the work already completed on the South Parcel. Mr. Decker stated the funds had been released by the State on June 1, 2011 and a check was issued to the contractor on June 2, 2011. He said the contract for the remainder of the work was signed by the supervisor on June 1, 2011 and by the contractor on June 2, 2011. Mr. Decker advised the demolition contract was a lump sum contract, as opposed to a standby contract, and he added the contract did not allow the County to request that the contractor come to the site with only a few days notice. He noted the contractor's staff would be available as of Monday, June 6, 2011 and he was prepared to mobilize to the site on that day. Once the demolition contractor completed his work, Mr. Decker continued, he would give Notice to Proceed to the asbestos removal contractor who would be on site on June 13, 2011.

Mr. Kenny expressed his disappointment that the demolition would not be completed prior to the commencement of the Americade Motorcycle Rally which would begin on Monday, June 6, 2011. He asked if the demolition commencing on June 6, 2011 would interfere with Americade and Mr. Decker responded that the contractor was prepared to commence on Monday, June 6, 2011; however, he added, it was preferred that the contractor wait until Monday, June 13, 2011 to commence work. Robert Blais, Mayor of the Village of Lake George, advised a meeting had been held with representatives from the Americade Motorcycle Rally to discuss the plan for parking during the event and the demolition contractor would be in the way if he commenced work during the event. Mr. Kenny noted there were no posted signs on the site to warn the public away from areas which could potentially be dangerous. Mr. Monroe questioned which portions of the property would be utilized for parking during Americade and Mayor Blais responded the plan was to utilize all of the unobstructed areas. Mayor Blais added that representatives from Americade would present the estimated number of vendors expected. He explained an area would be cordoned off for vendor parking and a second area would be cordoned off for vehicle/motorcycle parking. He said a tentative agreement on parking had been reached with Americade who would pay the entire cost of vendor parking for the event. Mayor Blais stated the agreement was to charge \$75 for the week for vendors with double axle trucks, \$25 for the week for vendors with single axle vehicles and \$5 per day for parking vehicles/motorcycles. Mr. Taylor suggested a sign be posted to ask the public to please excuse the appearance of the site during the construction process.

Motion was made by Mr. Belden, seconded by Mr. Bentley and carried unanimously to authorize the demolition contractor to delay work on the North Parcel of the former Gaslight Village property until June 13, 2011 due to the presence of the Americade Motorcycle Rally; to direct that the area near the Opera House building be roped off; and to direct the placement of a "pardon our appearance"

sign on the property for the duration of the Americade Motorcycle Rally. *The necessary resolution was authorized for the June 17, 2011 Board meeting.*

Mr. Decker advised the RFP (Request for Proposal) for the remainder of the work on the South Parcel would be released on June 13, 2011 and would include the placement of 8 inches of top soil and the plantings. He added the contaminated soil had not been totally removed yet and one concrete abutment would need to be removed from one of the ponds. Mr. Monroe asked if there were still pipes remaining with inflow onto the site and Mr. Decker responded affirmatively and reiterated that there were two offsite sources of stormwater discharge from private property which had not been disclosed in any of the pre-site surveys. For the time being, Mr. Decker continued, the contractor had been directed to armor the sites with field stones to stop the flow. He opined that the two offsite sources of stormwater accounted for approximately 85% of the stormwater coming onto the property.

Jeffery Tennyson, Superintendent of the Department of Public Works (DPW), stated that the preliminary estimate for metered parking on Westbrook Road which was reviewed at the previous Committee meeting was included in the agenda packet and he proceeded to review the options for the Committee members. He noted that at the previous meeting the Gaslight Village Ad Hoc Committee had selected the option which would result in a total of 83 parallel parking spaces on the land side of both the north and south sides of Westbrook Road. The option which was selected, he continued, would not require any alterations to the road width and there was an estimated cost of \$390 for striping a parking lane. He estimated installation costs utilizing municipal forces to be approximately \$3,000. For the selected option, Mr. Tennyson continued, there was an estimated cost of \$49,800 for the purchase of single space coin operated parking meters or \$96,000 for the purchase of multi-space cash/card parking meters. He added the multi-space meters could handle approximately 10 parking spaces each. He estimated the annual revenue from the 83 metered parking spaces to be approximately \$74,700 based on an estimate of \$900 annually per parking space. He said the next step for the DPW engineering staff would be to draft a final design for the parking layout and he added that modifications on the lake end of Westbrook Road from the Beach Road Reconstruction Project would affect the parking layout. Mr. Tennyson advised that at the previous Gaslight Village Ad Hoc Committee meeting the possibility of looking at other parking layouts in the future was discussed. He pointed out that the County right-of-way on Westbrook Road was for an additional 18 feet on the land side of the north and south lanes.

Mr. Belden noted that the estimate did not include labor costs for collections and maintenance and he asked if an estimate was available. Mr. Tennyson replied in the negative and commented that he had relied on the expertise of the Village of Lake George who had experience with metered parking. He added that discussions had been held pertaining to who would be responsible for collections and maintenance of the meters. Mr. Monroe suggested the County pursue an Intermunicipal Agreement with the Village of Lake George for collections and maintenance of the parking meters. Mayor Blais mentioned that the Village had some coin operated parking meters which would go into storage due to the fact that they were in the process of installing the multi-space meters on Canada Street. He cautioned that coin operated meters on Westbrook Road would not be as successful as the multi-space meters, which he also referred to as pay stations. He pointed out that the pay stations were capable of accepting coins, bills or credit cards which made them more convenient for public use. He apprised the pay stations were easier to install, required one tenth of the labor for collection and required less maintenance as they were solar powered. Mayor Blais also pointed out that more revenues would be generated by the multi-space meters/pay stations as each vehicle operator would be required to select the amount of time they required for parking, as opposed to the coin operated meters which could have time remaining on the meter for

the use of the next vehicle. He noted there would be a fee for the use of credit cards which would reduce the revenues slightly. Mayor Blais recommended the Committee purchase the multi-space meters for parking on Westbrook Road and added the Village would do whatever was necessary to help facilitate the process. He advised it would be necessary to decide where the revenues generated by the parking meters would be allocated and he pointed out there would be additional revenues generated by parking fines. Mr. Monroe stated it was necessary to decide which parking configuration would be used, which type of meter would be purchased and who would be responsible for collections and maintenance. Mr. Tennyson pointed out that he had included a pros and cons list for both types of meters in the agenda packet.

Following further discussion on the matter, motion was made by Mr. Kenny, seconded by Mr. Belden and carried unanimously to authorize the purchase of eight multi-space meters for the north and south lanes of Westbrook Road at an approximate cost of \$96,000.

Mr. Monroe said it was also necessary determine a responsible entity for collections and maintenance of the meters. He reiterated his recommendation to pursue an Intermunicipal Agreement with the Village of Lake George due to their experience and ability.

Motion was made by Mr. Kenny, seconded by Mr. Belden and carried unanimously to authorize an Intermunicipal Agreement with the Village of Lake George for collection and maintenance of parking meters.

The final question, Mr. Monroe pointed out, was to determine where the revenues generated by the parking meters would be allocated. He noted it would be necessary to divide the revenues based on ownership; however, he added, the Committee could express their desire to allocate revenues towards the maintenance of the project for the time being.

Motion was made by Mr. Belden, seconded by Mr. Kenny and carried unanimously that revenues generated by the parking meters on Westbrook Road be dedicated towards the maintenance of the project.

Mayor Blais presented the Village of Lake George's plan for parking on the former Gaslight Village property during the week of Americade, as follows:

- ▶ the Village intended to staff the lot beginning on Sunday, June 5, 2011 through Saturday, June 11, 2011 with one parking attendant on Sunday and Monday (6 hours per day) because Americade would staff the parking lot with them to verify the count;
- ▶ a sheet verifying the parking activity would be signed at the end of each day by the Village employee, as well as the Americade staff member;
- ▶ Americade would be billed at the end of the week for parking and would make the check payable to the County;
- ▶ the Village would utilize a two ticket system for vehicles/motorcycles at a fee of \$5 per day;
- ▶ the Village would provide all the necessary signage;
- ▶ the Village would staff the lot with two parking attendants on Tuesday through Saturday, as follows: Tuesday for 6 hours; Wednesday for 7 hours; Thursday for 8 hours and Friday and Saturday for 9 hours each;
- ▶ single axle vehicles would be charged \$25 for the week, double axle trucks/trailers would be charged \$75 for the week and stickers would be used on the bumpers of the vehicles to signify that payment was received for parking;
- ▶ the Village would bill the parking attendant salaries at a rate of \$11 per hour; and
- ▶ a port-a-john had been ordered for the parking area.

Mayor Blais noted there would be no need for lighting the parking area during Americade as the activities during the event ended at 8:00 p.m. Mr. Belden asked if the \$25 for single axle vehicles and the \$75 for double axle vehicles was for the entire week and Mayor Blais replied affirmatively.

Motion was made by Mr. Bentley, seconded by Mr. Belden and carried unanimously to approve the plan presented by Mayor Robert Blais pertaining to parking during the Americade Motorcycle Rally as it pertained to the number of parking attendants and the collection of parking fees. *The necessary resolution was authorized for the June 17, 2011 Board meeting.*

Mr. Monroe questioned the necessity of a local law for parking meters on Westbrook Road and Paul Dusek, County Attorney/Administrator, responded that research would need to be completed to determine if a local law would be required to be adopted by either the Town or Village of Lake George.

Mr. Monroe apprised there had been two meetings with the Village of Lake George pertaining to the Beach Road Parking Lot and two questions had been raised: the distribution of past revenue on the Beach Road Parking Lot and the procedure from this point forward. Mr. Dusek complimented the Village of Lake George and their Attorney, Howard Krantz, for the research that had been completed on this issue. He explained that the Beach Road Parking Lot was currently owned by the County. In the 1940's, Mr. Dusek advised, the land where Beach Road and the Beach Road Parking Lot are currently located was acquired by the Village of Lake George; however, he added, the Village transferred ownership of the land to the County to allow for the construction of the Beach Road. During the construction of the Beach Road, he continued, the County had also constructed the Beach Road Parking Lot. He apprised it was unclear in the minutes whether the intention had been for the County to transfer ownership back to the Village following construction of the Beach Road but it was never done. In the 1950's, Mr. Dusek stated, a resolution was adopted by the County Board to authorize the Village of Lake George to install parking meters and assume responsibility for the Beach Road Parking Lot. He added that since the adoption of that resolution the Village had installed parking meters and had acted upon their right to regulate parking at the Beach Road Parking Lot. Mr. Dusek opined the Village had done everything it was entitled to do and the revenues which had been collected in the past belonged to the Village. He noted that a resolution of an earlier Board was usually not binding on the future Board. He advised he wanted to complete further research on the issue and he noted there was an opportunity for both parties to come to an amicable compromise.

Mr. Monroe stated there was a pending item pertaining to releasing of an RFP for solicitation of naming rights for the Festival Space. Mayor Blais reported there was a company that was interested in some type of underwriting for the Festival Space. He suggested the County designate a representative who could meet with himself and representatives from the company to discuss options. Messrs. Monroe and Merlino volunteered to represent the County for the aforementioned meeting. Mayor Blais mentioned that the company in question was interested in donating funds towards certain portions of the Festival Space and not in naming rights. Mr. Dusek mentioned that naming rights for the Festival Space would be considered a County asset and selling the naming rights would require an RFP. Mayor Blais reiterated that this company was interested in making a donation.

Mr. Monroe asked the status of the proposed land swap and Mr. Dusek responded that he had met with the Attorneys of all concerned parties and an understanding had been reached. He said one of the Attorneys had drafted the documents and he anticipated the matter would be resolved within the month.

Mr. Monroe opened the floor to public comment.

Joanne Gavin, of the Lake George Citizens Group, asked which buildings contained asbestos and Mayor Blais responded that asbestos had been found in every structure on the property with the exception of the circular building. Ms. Gavin expressed her concern with the security of the property and noted the buildings were easily accessed and contained broken glass.

Dennis Barden, of the Lake George Citizens Group, stated that there were no doors on the Action Park building. He recommended plywood be nailed in place to keep the public out of the building. Mayor Blais stated there was a Gaslight Village Historical Group and they took the doors as souvenirs of their time of employment at the former Gaslight Village. Mr. Dusek said that as owners of the property it was the County and Village of Lake George's responsibility to secure the buildings. Mr. Belden suggested the issue be addressed immediately for safety reasons.

Following a brief discussion, it was decided that Dave Harrington, DPW Superintendent for the Village of Lake George, would secure the buildings immediately following the meeting.

Fred Austin, of the Fort William Henry Resort, stated that since there were now engineers in place for each of the projects currently underway in the area of Beach Road, he felt it made sense to schedule a meeting with all of the interested parties pertaining to the orphaned sewer line which was discovered. Mr. Tennyson advised that the County did not own sewer lines and he proposed the Village of Lake George take the lead on organizing a meeting of all the interested parties. A brief discussion ensued.

As there was no further business to come before the Gaslight Village Ad Hoc and Public Works Committees, on motion made by Mr. Kenny and seconded by Mr. Bentley, Mr. Monroe adjourned the meeting at 10:38 a.m.

Respectfully submitted,
Charlene DiResta, Senior Legislative Office Specialist