

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: GASLIGHT VILLAGE Ad Hoc

DATE: JANUARY 17, 2012

COMMITTEE MEMBERS PRESENT:

SUPERVISORS MONROE
MERLINO
THOMAS
KENNY
DICKINSON

OTHERS PRESENT:

DANIEL G. STEC, CHAIRMAN OF THE BOARD
PAUL DUSEK, COUNTY ADMINISTRATOR
MARTIN AUFFREDOU, COUNTY ATTORNEY
JOAN SADY, CLERK OF THE BOARD
KEVIN GERAGHTY, BUDGET OFFICER
SUPERVISOR GIRARD
SUPERVISOR MASON
SUPERVISOR STRAINER
SUPERVISOR TAYLOR
SUPERVISOR WOOD
ROBERT BLAIS, MAYOR, VILLAGE OF LAKE GEORGE
REPRESENTING THE TOURISM DEPARTMENT:
TANYA BRAND, GROUP TOUR PROMOTER
MICHAEL CONSUELO, SPECIAL EVENTS COORDINATOR, LAKE
GEORGE REGIONAL CONVENTION & VISITORS BUREAU
WALT LENDER, EXECUTIVE DIRECTOR, LAKE GEORGE ASSOCIATION
PETER BAUER, EXECUTIVE DIRECTOR, THE FUND FOR LAKE GEORGE
REPRESENTING THE LAKE GEORGE WINTER CARNIVAL:
LOUIS TOKOS
LINDA DUFFY
DON LEHMAN, *THE POST STAR*
THOM RANDALL, *ADIRONDACK JOURNAL*
PLEASE SEE ATTACHED SIGN IN FOR ALL OTHERS PRESENT
NICOLE LIVINGSTON, DEPUTY CLERK

Mr. Monroe called the meeting of the Gaslight Village Ad Hoc Committee to order at 10:43 a.m.

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

Mr. Monroe informed that Jeff Tennyson, Superintendent of Public Works, was away this week and unable to attend the meeting. Copies of the meeting agenda were distributed; *a copy of the agenda is also on file with the minutes.*

Mr. Monroe announced the first Agenda item pertained to a request for Winter Carnival use of the Gaslight Village property. He recognized representatives from the Lake George Winter Carnival were present to address the request. Privilege of the floor was extended to Lou Tokos, representing the Lake George Winter Carnival. Mr. Tokos advised they were seeking an alternate site to host events, in conjunction with their operation. The particular property of interest, he continued, was the western portion of the north parcel on the Gaslight Village property. Mr. Tokos further stated that there were three particular events that they would like to place there: a tethered hot air balloon ride; a monster truck ride; and a helicopter ride. He

noted that the events would not be running in concurrence, and would be held at different times; thereby eliminating any conflict of these particular events with each other. Mr. Tokos asserted they were requesting the County's approval, as well as input relative to what type of controlled area would be required by the Lake George Winter Carnival, along with what the County was providing for the points of ingress/egress to the snowmobile parking, which he understood would be the center of the property.

Mr. Monroe questioned if these events would be controlled access, and if the Lake George Winter Carnival would be selling admission for such. Mr. Tokos replied in the negative, noting the events would be open.

Paul Dusek, County Administrator, questioned if the site was suitable for a helicopter and Martin Auffredou, County Attorney, wondered the same. Mr. Auffredou added that he believed there was a regulation included in the New York State General Business Law that concerned commercial flights over Lake George and he asked if there would be a fee charged by the helicopter operator. Linda Duffy, a representative of the Lake George Winter Carnival, explained that they hired the operator and they paid him for his services. Mr. Auffredou apprised he would need to research this matter further to determine the provisions in place regarding flights over Lake George.

In response to an inquiry, Ms. Duffy replied that they were requesting use of the property for every weekend in February during the Winter Carnival. She also commented that for the past two years, helicopter flights had been available during the Winter Carnival, with landings and departures on the ice; however, she said, she was uncertain if it would be feasible on the Gaslight Village site.

Chairman Stec entered the meeting at 10:52 a.m.

Regarding the other two events that were mentioned, Robert Blais, Mayor of the Village of Lake George, reported that there did not seem to be any issues with the tethered balloon rides, due to the fact the Village had hosted similar rides in the past, or the monster truck rides, which would be a new event. He noted that there was some concern though with the Winter Carnival naming the County and Village with their insurance for the specific events.

Discussion ensued relative to charging a fee for the use of the property. Mr. Merlino opined he would like to approve the request for the use of the property for the three events in order to keep the Carnival successful, especially if the Lake was not frozen by February. He further suggested that any fee for the use of the property be waived due to the fact that the property was still not fully developed at this time and Mr. Monroe agreed.

Mr. Geraghty cautioned the Committee with regard to waiving fees for the use of the property, due to the cost of maintenance of the property, as well as others perceiving it as a precedent to waive the fees; thereby leading to the loss of anticipated revenue on the property. Mr. Monroe countered that this was a special circumstance for an annual event that had been held for many years. Mr. Kenny expressed his support for waiving of the fees because the Winter Carnival was an intricate part of winter activities in Warren County. Mr. Kenny further stated that he was concerned with the lack of a fee schedule for the use of the property once developed, and recommended that a schedule be determined as soon as

possible. Mr. Monroe suggested that at the next Committee meeting, a distinction be made between the fee for the undeveloped parcel, and what the fee would be once the parcel was developed. Mr. Auffredou advised that he would prepare a use agreement that would address the maintenance issues and insurance indemnification. Mr. Monroe added that Mr. Tennyson had requested a site layout plan from the Winter Carnival, outlining the exact location of the aforementioned events. Mr. Tokos and Ms. Duffy acknowledged the request and confirmed that such site plan would be provided to Mr. Tennyson.

Motion was made by Mr. Dickinson, seconded by Mr. Merlino and carried unanimously to authorize an agreement with the Lake George Winter Carnival for use of the north parcel of the former Gaslight Village property for the events as outlined above, with the helicopter ride pending approval of the County Attorney, with no fee to be charged for the use of the property; and pending receipt of a site layout plan to be provided by the Lake George Winter Carnival and approved by the Superintendent of Public Works. The necessary resolution was authorized for the next board meeting.

Mr. Monroe apprised the next item on the Agenda was an update on the land swap status. Mr. Dusek recognized that this issue had been ongoing for quite some time for a number of reasons. He stated that a report had been received from John Caffry, Attorney representing the Lake George Association, The Fund for Lake George and the Lake George Land Conservancy (the three environmental groups), outlining all of the steps necessary to complete the land swap. One of the complications, Mr. Dusek continued, was that the Festival Space had been moved around slightly and that had impacted some of the parcels involved in the land swap. He noted another problem was that the land swap parcels had yet to be surveyed and such action was necessary in order to finalize the transaction. He informed that Elan Planning, Design & Landscape Architecture, the developers for the Festival Space, had suggested that the Festival Space not be surveyed until the design concept was finalized. He summarized that in order to conclude the desired land swap, all of the land surveys needed to be completed. He added that a determination also needed to be made as to which party would be responsible for the costs of the surveys.

Mr. Monroe asserted that it was the belief of the Project Management Executive Committee (PMEC) that the Festival Space did not impact the land swap and, he noted, Elan Planning would not be finished with the design concept until March. Walt Lender, Executive Director of the Lake George Association, agreed that the final design of the Festival Space should not effect the land swap. Mr. Dusek interjected that the land swap parcels would also effect the Conservation Easement and the Festival Space was included in the Conservation Easement. Mr. Monroe advised that the matter would be discussed further following the completion of the design of the Festival Space.

Relative to the cost sharing for the land swap surveys, Mr. Monroe said that Mr. Tennyson had proposed that the County and the Village split the cost for the survey of the Festival Space based on the percentage of ownership of the site and Mayor Blais agreed with the proposal. With regard to the land swap parcels, Mr. Monroe stated there were seven parties involved, the three environmental groups, two municipalities and two businesses, and he opined it would be reasonable for all seven parties to share the costs equally of the surveys for those parcels. Mr. Dusek questioned if Mr. Monroe was including the Fort William Henry and the Lake George Steamboat Company in that equal split and Mr. Monroe affirmed. Mr.

Dusek stated that would be a new request to the two businesses and further discussions with them would be necessary. Fred Austin, representing the Fort William Henry, recalled prior discussions in which the three environmental groups had offered to pay the costs of the aforementioned surveys in order to keep the momentum progressing for the project. Mr. Lender agreed and added that the Lake George Association was still willing to cover the costs for the survey if needed. Peter Bauer, Executive Director of The Fund for Lake George, informed that The Fund for Lake George had paid the legal bills the entire time through the Conservation Easement and it had not been a minor expense, so they would be interested in splitting those costs, as well, if the other parties were willing to do so.

Continuing the Agenda review with Item 4, Mr. Monroe said Mr. Auffredou would discuss the Park naming rights. Mr. Auffredou explained that the Wood Foundation had requested that the Park be named after the Wood Foundation, or similarly, such as "The Wood Park". The issue, he noted, was naming the Park in perpetuity. He advised that the Wood Foundation understood that the Park could not be named in perpetuity; however, it had been recommended that the Park be named after the Wood Foundation for a considerable amount of time, specifically for ninety-nine years. He further suggested that the County enter into an agreement with the Wood Foundation authorizing the naming of the Park "The Wood Park" or similarly, for a term of ninety-nine years. He reminded the Committee members of the considerable grant the Wood Foundation had contributed to the development of the project. Mr. Monroe noted that the grant was for the amount of \$750,000 over three years.

Motion was made by Mr. Thomas and seconded by Mr. Kenny to authorize an agreement with the Wood Foundation to name the former Gaslight Village property "The Wood Park", or similarly, for a term of ninety-nine years.

Mayor Blais remarked that the Wood Foundation had agreed to allow other organizations or foundations that made a donation, to name certain segments within the Park; thereby they were not requesting exclusive rights. Mr. Auffredou confirmed that was correct.

Mr. Monroe called the question and the motion was carried by majority vote, with Mr. Dickinson abstaining, to authorize an agreement with the Wood Foundation as outlined above, and the necessary resolution was authorized for the next board meeting.

Mr. Monroe apprised Item 5 on the Agenda was for discussion of the long term Festival Space Administration. He noted that he had discussed this with Mr. Tennyson, who had made a valid point that there was a need for a Park Management Plan, specifically for circumstances in which there would be relatively minor activity at the Park. He noted they thought it would be best if Mr. Tennyson did not have to report to the Committee in every case and could be managed similarly to the Department of Public Works by establishing a budget and a procedure in which Mr. Tennyson would only need approval of the Chairman of the Gaslight Village Ad Hoc Committee and the Chairman of the Board to expend small amounts of money at the Park. Mr. Monroe added that a use permit needed to be developed, as well, which the County Attorney had previously acknowledged, and possibly a revision of the fee schedule that was currently in place to accommodate the site until it was fully developed. He suggested that a draft authorizing Mr. Tennyson to take such action as may be necessary on the site be prepared and brought back to the Committee for approval.

Mayor Blais recommended that another Committee be formed comprised of one representative each from the County, the Village and the three environmental groups, as well as Mr. Tennyson, to determine the procedure and fees for events requesting to utilize the Festival Space. He added that the group could develop a draft for the Committees' review at the next meeting.

Under the Old Business portion of the Agenda, Mr. Monroe stated that the Mayor had a report concerning the Big Apple Circus. Mayor Blais said that he and Michael Consuelo, Special Events Coordinator, had met with the Board of Directors for the Big Apple Circus recently in New York City. He recognized their eagerness to come to Lake George and if the event was able to generate enough revenue, they would be interested in establishing a long-term commitment to Lake George; however, he noted, the property was not fully developed or ready to accommodate the Circus. Mr. Consuelo distributed a handout to the Committee members, which included correspondence from Tom Larson, representative of the Big Apple Circus, outlining their operating expenses. A copy of the handout is on file with the minutes.

Mayor Blais referenced the items listed in the correspondence from Mr. Larson that were of concern to the Big Apple Circus because they were not currently available on the property, such as public restrooms, dumpsters, security fence rental, the handling of their gray water, the ring dirt hauling and removal, and lodging. Following review of the concerns, he said, it was determined that the security fence rental would not be necessary due to fencing currently around the property and additional fencing was available if needed; dumpsters could be provided by the County and the Village; the ring dirt could be hauled to the site and left there to be spread around the property following the event; Mr. Consuelo was working on securing lodging accommodations; thereby leaving two fairly significant concerns, the handling of the gray water and the restrooms. It appeared, Mayor Blais concluded, that the Big Apple Circus would be faced with approximately \$25,000 to \$30,000 in additional expenses due to the underdevelopment of the property.

Mayor Blair advised that the Village would be willing to advance occupancy tax funds to the Circus in conjunction with an intermunicipal agreement, whereby the County would reimburse the Village next year when the County's occupancy tax funds were available. Mr. Monroe noted that the Clerk of the Board, Joan Sady, was researching the balance available in the account for parking revenues. Mayor Blais clarified that the Village would cover at least the handling of the gray water, which would be the largest expense to the Circus, and the rental of port-a-johns for the event. Upon Mrs. Sady's return, Mr. Monroe informed there was currently \$40,518 in the account from parking revenues.

Following discussions, it was the consensus of the Committee to refer the Mayors' proposal to the Occupancy Tax Coordination Committee for review regarding the reimbursement of occupancy tax funds for an amount up to \$25,000 to the Village.

Mr. Monroe apprised that another issue that had been discussed by the PMEC was the parking at the former Gaslight Village property. He stated that Mr. Tennyson felt that even if the road was not paved, the meters could be erected on the gravel. He further explained that the latest grants that had been announced by the Governor on December 8, 2011, one grant had been for the porous pavement to be utilized on the property; however, he said, there did not seem to be rapid movement by the State to progress the grant and get the contract signed.

Mr. Monroe added that Mr. Tennyson was concerned that the paving would not be completed by the upcoming summer. He asserted that the P MEC had suggested that the Chairman of the Board forward a letter to the Governor, explaining the importance of this grant for the County.

Mayor Blais remarked that he had an additional matter for discussion relative to the bond that was secured for the Gaslight Village project. He recalled that the Village had agreed to borrow \$400,000 to advance funds under the TEP (Transportation Enhancement Project) grant. He said he wanted to make the Committee aware that the Village had expended approximately \$250,000 of the \$400,000 and had yet to receive any reimbursement from the State since last July. He further stated that if the delayed reimbursement trend continued, the remaining funds would be depleted. He concluded he would provide any additional information to the Committee once he received it. Mr. Dusek affirmed that relative to the bond, the County had agreed to share the cost of the legal fees.

There being no further business to come before the Committee, on motion made by Mr. Dickinson and seconded by Mr. Thomas, Mr. Monroe adjourned the meeting at 11:48 a.m.

Respectfully submitted,

Nicole Livingston, Deputy Clerk