

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: COUNTY FACILITIES

DATE: DECEMBER 1, 2015

COMMITTEE MEMBERS PRESENT: OTHERS PRESENT:

SUPERVISORS GIRARD
WOOD
WESTCOTT
MONROE
STROUGH
CONOVER
SEEBER

JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS
ROSS DUBARRY, AIRPORT MANAGER
FRANK MOREHOUSE, SUPERINTENDENT OF BUILDINGS
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD
PAUL DUSEK, COUNTY ADMINISTRATOR
MARTIN AUFFREDOU, COUNTY ATTORNEY
AMANDA ALLEN, CLERK OF THE BOARD
FRANK E. THOMAS, BUDGET OFFICER
SUPERVISORS BEATY
BROCK
MCDEVITT
MERLINO
SIMPSON
SOKOL
TRAVIS WHITEHEAD, TOWN OF QUEENSBURY RESIDENT
DON LEHMAN, *THE POST STAR*
SARAH MCLENITHAN, DEPUTY CLERK OF THE BOARD

Please note, the following contains a summarization of the December 1, 2015 meeting of the County Facilities Committee; the meeting in its entirety can be viewed on the Warren County website using the following link: http://www.warrencountyny.gov/gov/comm/county_facilities/

Mr. Girard called the meeting of the County Facilities Committee to order at 9:30 a.m.

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

Privilege of the floor was extended to Ross Dubarry, *Airport Manager*, who distributed copies of the agenda packet to the Committee members; *a copy of the agenda packet is on file with the minutes.*

Mr. Dubarry presented a request authorizing a determination that the Off Airport Obstruction Removal & Miscellaneous Improvements Project at the Floyd Bennett Memorial Airport would not have a significant impact on the environment and authorizing issuance of a negative declaration under the New York State Environmental Quality Review Act. He explained this project would result in the conversion of approximately 10.74 acres of existing upland forest cover type land to brush land cover type land. He informed the brush land habitat was in decline in New York State due to its ephemeral nature.

Motion was made by Mr. Conover, seconded by Ms. Wood and carried by majority vote with Mr. Westcott abstaining to approve the request and the necessary resolution was authorized for the December 18th Board meeting. *A copy of the resolution request form is on file with the minutes.*

Moving along, Mr. Dubarry presented the following requests which related to Runway 30:

Page 5- Request to increase Capital Project No. H.325.9550 280, Avigation Easement Runway 30, in the amount of \$1.12 million.

- Page 7- Request for a new contract with C&S Companies in an amount not to exceed \$78,000 for engineering and legal services to purchase land and easements in Runway 30 Approach commencing upon execution by both parties and terminating upon completion of the work.
- Page 8- Request to establish Capital Project No. H364.9550 280, Runway 30 Obstruction Removal, in the amount of \$80,000.
- Page 10- Request for a new contract with C&S Companies in an amount not to exceed \$75,300 for engineering services for design of obstruction removal and mitigation in Runway 30 approach commencing upon execution by both parties and terminating upon completion of the work.

The Committee posed many questions which were answered by Mr. Dubarry. Ms. Seeber pointed out that Resolution Nos. 205 and 206 of 2015, included in the agenda packet, permitted the County Attorney to make changes without the need for further resolutions and she requested clarification on this process. A lengthy discussion ensued following which Mr. Strough advised it was common practice for the County Attorney to be permitted to make immaterial changes without the need for further approval to which Martin Auffredou, *County Attorney*, concurred. Mr. Auffredou advised any substantial material changes were brought back to the Committee for review.

Before voting on the items listed on pages 5, 7, 8 and 10, Mr. Westcott requested that Travis Whitehead, *Town of Queensbury Resident*, be permitted to address the Committee regarding his concerns pertaining to the purchase of the parcel of land for \$1.12 million, as well as the map that was supposed to be on file with the County Clerk's Office but was missing. A discussion ensued during which Mr. Westcott inquired how the fair market value of this particular property being established at \$1.12 million impacted the purchase at the end of Runway 1 from Forest Enterprises and whether this could put the County in a position where they had to pay more than the previously established amount for this parcel. Mr. Auffredou explained with respect to the Forest Enterprises, a substantial area being acquired there was an avigation easement and fee acquisition, as well. He continued, Forest Enterprises had been paid on the principle amount already; however, he noted, they reserved their right to seek additional compensation. He said an appraisal would have to be completed at the vesting date which was not the original date of the review that was carried out for the initial payment to Forest Enterprises. He informed as part of the process the County would need to retain the services of Hite & Beaumont, P.C. Attorneys at Law, to defend that proceeding, as well as seek an additional appraisal which would be done as of the vesting date sometime earlier this year. In conclusion, he apprised it was theoretically possible that the value of the land had increased since the time of the original appraisal was completed, as a great deal of time had passed since then but whether or not these valuations impacted that value was yet to be determined. He noted the appraisal process and appraiser who valued the property was the same one who valued the parcels being purchased for \$1.12 million.

Mr. Beaty advised as he had previously stated he was vehemently opposed to the entire process with Runway 30, as he felt the correct course of action was to legally pursue easement rights, which would be substantially cheaper. Next, he voiced his concern that should a court rule that the property was worth substantially more than the appraised value approved by the FAA (*Federal Aviation Administration*) on the property, the County would be liable for the difference. Mr. Dubarry stated the FAA had indicated on several occasions that they would accept a supplemental grant application for 25% more than current grant award. He continued, the County would be responsible for anything above and beyond the 25% unless the FAA permitted them to apply for a new grant for covering those costs. Mr. Beaty remarked that made him uneasy, as it placed the County in a questionable financial position with this process during a time when the County was struggling to

come up with funding for other potential projects.

In response to Mr. Beaty's concerns, Mr. Tennyson assured him that the eminent domain procedure was part of the law which would be illustrated to the judge. He added it was normal for property owners to disagree with the value placed on their property and seek additional compensation, most of which resulted in minor settlements.

A discussion ensued regarding the map that had been misplaced, following which Mr. Dubarry advised that the markers used to describe an avigation easement from the 1940's were no longer applicable. Mr. Whitehead respectfully disagreed with Mr. Dubarry, noting the avigation easement from the 1940's had never been in doubt. He said what was in doubt was the map that was supposedly on file with the County Clerk's Office that could not be located which the avigation easement referred to. He said the language between contained within the 2007 deed filed for the property the County would be purchasing stated "you are not allowed to remove any trees on this land that I so give to you except if the County exercises their rights to take them down". A lengthy discussion ensued following which a motion was made by Mr. Strough, seconded by Ms. Wood and carried by majority vote, with Mr. Westcott voting in opposition, to approve the aforementioned items as presented; the necessary resolutions were authorized for items listed on pages 7 and 10, while the items listed on pages 5 and 8 were referred to the Finance Committee. *Copies of the requests are on file with the minutes.*

Proceeding with the agenda review, Mr. Dubarry presented the following requests, which related to Capital Project No. H303, Runway 1-19 Environmental Assessment:

Page 11- Request to amend Resolution No. 204 of 2015 to amend the agreement with the FAA and the NYSDOT (*New York State Department of Transportation*) to reflect a decrease in the amount of funding from \$600,000 to \$315,000.

Page 13- Request to increase Capital Project No. H303, Runway 1-19 Environmental Assessment, in the amount of \$285,000.

Mr. Dubarry explained that Resolution No. 204 of 2015 authorized a grant application to the FAA for Phase 3 of the Environmental Assessment of Runway 1-19 Extension Project in the amount of \$600,000; however, he noted, due to the fact that the FAA did not have that amount of funding available, the County had renegotiated with the FAA for a reduced scope of work in the amount of \$315,000. He apprised as a result of the changes made, Capital Project No. H303, Runway 1-19 Environmental Assessment, needed to be increased to \$285,000.

Discussion ensued during which the Committee posed many questions which were answered by Mr. Dubarry. Mr. Whitehead apprised he viewed this as "throwing good money after bad", as the discussion as to whether this extension was needed was ongoing. He pointed out recently the Town of Queensbury had declared the marl fen area as a critical environmental area which would make it more difficult to move this forward, as well as a number of issues with this. He suggested they consider doing a non-binding referendum to allow the Warren County taxpayers to voice whether they would like to see this project move forward, as his sense was very few were in favor of this extension.

Motion was made by Mr. Conover, seconded by Mr. Monroe and carried unanimously to approve request as outlined above. The necessary resolution was authorized for the item listed on page 11, while the item listed on page 13 was referred to the Finance Committee. *Copies of the request forms are on file with the minutes.*

Next, Mr. Dubarry requested a new contract with C&S Companies in an amount not to exceed \$225,000 for engineering and environmental consultant services to complete the EA (*Environmental Assessment*) for Runway 1 Extension Project commencing upon execution by both parties and terminating when the work was completed.

Motion was made by Ms. Wood, seconded by Mr. Strough and carried unanimously to approve the request and the necessary resolution was authorized for the December 18th Board meeting. *A copy of the resolution request form is on file with the minutes.*

Moving along, Mr. Dubarry requested a new contract with Hite & Beaument, P.C. Attorneys at Law, for professional specialized legal services for the EDPL Claim by Forest Enterprises commencing upon execution and termination upon completion of the work. He said as previously stated today this referred to the acquisition of the 4.13 acres of land and an avigation easement over the remaining parcel. He apprised Forest Enterprises had submitted a claim for additional damages; therefore, he said, this contract was necessary to retain legal services to defend the County.

Mr. Auffredou informed the County had utilized Mr. Hite's services on a number of occasions for various matters including this one. He mentioned he had a copy of Mr. Hite's proposal which was submitted to him on October 28, 2015. He said an Article 5 claim was filed by Forest Enterprises through their attorney and Mr. Hite assisted him with preparing an answer to the claim; therefore, he said, there was an outstanding invoice from him for those services. He stated this contract would cover those services, as well as any on-going services that may be necessary relating to this particular claim. He recommended they move forward with the contract, citing the extraordinary work Mr. Hite had performed for the County over the years. He added Mr. Hite had included a fee proposal from the appraisal firm, Thurston, Casale & Ryan, LLC., to perform the vested date appraisal. He informed he would like the motion to include the authority for Mr. Hite to retain Thurston, Casale & Ryan, LLC. on behalf of the County for an appraisal report should it become necessary for a fee of \$5,000, as well as any court preparation testimony for \$150 per hour plus expenses. He pointed out for the record Mr. Hite's proposal was for \$225 per hour as was typical in these types of proposals there were additional miscellaneous expenses for travel, photo copying reproduction costs, extraordinary postage and trial transcript costs which would be billed at cost to the County.

Motion was made by Mr. Conover and seconded by Mr. Monroe to authorize the contract with Hite & Beaument, P.C. Attorneys at Law as outlined above and to be inclusive of the appraisal report prepared by Thurston, Casale & Ryan, LLC. in the amount of \$5,000, as well as other contingencies.

A lengthy discussion ensued following which Mr. Conover withdrew his motion to authorize the contract with Hite & Beaument, P.C. Attorneys at Law as outlined above. Mr. Monroe withdrew his second to the motion.

Motion was made by Mr. Strough seconded by Mr. Monroe and carried by majority vote with Mr. Westcott abstaining, to authorize a new contract with Hite & Beaumont, P.C. Attorneys at Law, for an amount not to exceed \$20,000 with this amount to be inclusive of the sub-contracting with Thurston, Casale & Ryan, LLC. for an appraisal report estimated at \$5,000 plus reasonable and customary expenses up to the afore stated maximum. The necessary resolution was authorized for the December 18th Board meeting; *a copy of the resolution request form is on file with the minutes.*

Mr. Dubarry informed the item listed on Page 17 of the agenda consisted of a request to authorize the Superintendent of Public Works to enter into a MOU (*Memorandum of Understanding*) with

Schermerhorn Aviation LLC and ESMI of New York (*Environmental Soil Management New York DBA ESMI of New York*) to allow for cost sharing of the natural gas main sections benefitting each customer of the County. He stated Page 18 of the agenda included a copy of a table he compiled outlining what the costs were. He noted as highlighted in the black box of the chart the total cost to the County for the gas main installation at the Airport would be \$23,891.78. He stated Page 19 of the agenda included a table that listed the costs for each building and Page 20 contained a copy of a color coded map that displayed how the cost was broken down, which he reviewed in detail. He apprised Page 21 of the agenda contained a copy of Resolution No. 487 of 2015 which had established Capital Project No. H362, Airport-Natural Gas Conversion, in the amount of \$35,000. He informed as per the County Treasurer's Office, the Capital Project needed to be increased by \$8,000 to cover the costs until they were reimbursed. He requested a transfer of funds in the amount of \$8,000 from Budget Code A.5610 410, Airport-Supplies to Budget Code A.9950 910, Transfers-Capital Projects in order to cover these costs.

Motion was made by Ms. Wood, seconded by Mr. Monroe and carried unanimously to approve the aforementioned requests. The necessary resolution was authorized for the item listed on Page 17. The request for increasing Capital Project No. H362, Airport-Natural Gas Conversion, and the transfer of funds were referred to the Finance Committee. *Copies of the request forms are on file with the minutes.*

Mr Whitehead informed he would like to comment on the item listed page 16 of the agenda which he believed the Committee had been backed into approving funding for. He said if the Runway was not extended there was absolutely no reason for avigation easements over any of that land except for the 4 acre parcel the County was purchasing. He reminded the Committee part of Forest Enterprises's argument was that the adjoining parcel of property had been sold to Kmart for over \$1 million; therefore, he stated, they felt the parcel was more valuable since it could be developed into an Industrial Park but with the avigation easements it would be deemed unsuitable for any development. He pointed out if the County did not pursue the Runway extension the property was suitable for development and could remain on the Town of Queensbury tax rolls. He suggested they consider this, as well as whether the runway had any value to the taxpayers or not.

Moving back to the item listed on Page 16, Amanda Allen, *Clerk of the Board*, apprised it was necessary to amend the previous motion to include authorizing the County Treasurer to make appropriations from the Airport Reserve to cover these expenses up to the afore stated maximum.

Motion was made by Mr. Strough, seconded by Mr Monroe and carried unanimously to approve the request as amended and the necessary resolution was authorized for the December 18th Board meeting. *A copy of the resolution request form is on file with the minutes.*

This concluded the Airport portion of the meeting and the Buildings and Grounds portion of the meeting commenced at 10:35 a.m.

Privilege of the floor was extended to Frank Morehouse, *Superintendent of Buildings*, who distributed copies of the agenda packet to the Committee members; *a copy of the agenda packet is on file with the minutes.*

Commencing the agenda review, Mr. Morehouse presented the following requests:

- 1) Request to award bid (WC-77-15) and authorize a new contract with Blue Diamond Septic, LLC for routine pumping, cleaning and disposal for County septic systems commencing January 1, 2016 and terminating December 31, 2016.
- 2) Request to award bid (WC-77-15) and authorize a new contract with Blue Diamond Septic, LLC for routine pumping, cleaning and disposal for County septic systems commencing January 1, 2016 and terminating December 31, 2016.

Mr. Morehouse mentioned the low bidder did not respond on three items so they were awarding the

contract to the next lowest bidder. Mr. Conover inquired whether the low bidder had failed to submit a complete bid and Mr. Morehouse replied affirmatively.

Motion was made by Mr. Strough, seconded by Ms. Wood and carried unanimously to approve the requests as presented and the necessary resolutions were authorized for the December 18th Board meeting. *Copies of the resolution request forms are on file with the minutes.*

In regards to the status of the Court Renovation Project, Jeffery Tennyson, *Superintendent of Public Works*, informed two of the three contractors they were awarding the bid for temporary court space renovations to were already on contract with the County; therefore, he said, he felt they would be able to move quickly to get them on board. He said the third contractor the bid was awarded to was for electrical services, noting they had previously done some work for the County. He added he would be happy to accommodate any requests he received for a tour of the facility. He reported their goal was to have the space ready for the new Family Court Judge and their respective staff within the first few weeks of January.

Mr. Tennyson apprised he anticipated CPL (*Clark Patterson Lee*) would provide an update to the Committee on the plans they were preparing for the Court Expansion Project in mid to late January.

Proceeding to the Pending Items section of the agenda, Mr. Morehouse advised that he felt that Items 1, 2 and 3 could be removed, as they had been addressed or referred to another Committee. Mr. Tennyson requested authorization to reject all bid proposals received for solar power conversion of Cornell Cooperative Extension and other County Facilities (WC66-14) since they had elected not to move forward this.

Motion was made by Ms. Wood, seconded by Mr. Westcott and carried unanimously to approve the request as presented and the necessary resolution was authorized for the December 18th Board meeting.

Following a discussion on Pending Item No. 4 which pertained to the Committee investigating the possibility of making County campuses smoke free, it was determined that no action would be taken until next year.

Ms. Seeber inquired what the protocol would be for the FOB keys, as she had used her FOB key to enter the Municipal Center Building a few weeks ago for a meeting that took place after hours and was surprised to learn the maintenance crew had been unaware of the FOB process and who had been issued them. Mr. Morehouse informed as soon as the new signs were in place the FOB system would be implemented which he anticipated would be within the next few weeks. He stated the DMV entrance would be the only one with public access to the building other than the Probation and Court entrances which required those entering there to go through a magnetometer. He added employee FOB's would work on any door.

In reference to the Siemens energy savings contract for the Warren County Municipal Center, Mr. Girard advised a copy of Mr. Westcott's questions had been emailed to the full Board; *a copy of which is on file with the minutes.* A lengthy discussion ensued following which Mrs. Allen was directed to send an email to all Supervisors notifying them to submit any questions regarding this to Mr. Dusek by December 4th with the understanding that Mr. Dusek and his staff would prepare written responses by December 17th.

As there was no further business to come before the County Facilities Committee, on motion made by Mr. Conover and seconded by Mr. Monroe, Mr. Girard adjourned the meeting at 11:14 a.m.

Respectfully submitted,
Sarah McLenithan, Deputy Clerk of the Board