

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PARKS, RECREATION & RAILROAD

DATE: NOVEMBER 21, 2007

COMMITTEE MEMBERS PRESENT:		OTHERS PRESENT:
SUPERVISORS	HASKELL	PAUL BUTLER, DIRECTOR OF PARKS, RECREATION & RAILROAD DEPARTMENT
	O'CONNOR	WILLIAM THOMAS, CHAIRMAN
	GABRIELS	PAUL DUSEK, COUNTY ATTORNEY
	F. THOMAS	WILLIAM LAMY, DPW SUPERINTENDENT
	STEC	WAYNE LAMOTHE, ASSISTANT DIRECTOR OF PLANNING & COMMUNITY DEVELOPMENT
	GERAGHTY	HAL PAYNE, COMMISSIONER OF ADMINISTRATIVE AND FISCAL SERVICES
	MERLINO	JOAN SADY, CLERK OF THE BOARD
COMMITTEE MEMBERS ABSENT:		SUPERVISOR CHAMPAGNE
SUPERVISORS	BELDEN	SUPERVISOR MASON
	VANNESS	NANCY BEAUDIN, SECRETARY OF THE NORTH CREEK DEPOT PRESERVATION ASSOCIATION
		LARRY CARR, TREASURER OF THE NORTH CREEK DEPOT PRESERVATION ASSOCIATION
		CHARLENE DIRESTA, LEGISLATIVE OFFICE SPECIALIST

Mr. Haskell called the meeting of the Parks, Recreation & Railroad Committee to order at 10:15 a.m.

Motion was made by Mr. Geraghty, seconded by Mr. Gabriels and carried unanimously to approve the minutes of the October 30, 2007 Committee meeting, subject to correction by the Clerk of the Board.

Mr. Haskell apprised that the purpose of this Committee meeting was to discuss the negotiations with the North Creek Railway Depot Preservation Association (NCRDPA) for lease of the Museum and its platform. He said that there had been a recent meeting with representatives of the North Creek Depot Museum to discuss terms of the agreement. He added that he felt that they had negotiated a reasonable agreement, which he was bringing to the Committee for their approval.

Mr. Haskell introduced Larry Carr, Treasurer, and Nancy Beaudin, Secretary of The North Creek Depot Preservation Association. He read a list of the terms that were discussed during the negotiations, a copy of which is on file with the minutes. He apprised that the items the County would most likely be opposed to

were as follows:

- ▶ Item No. 4 - County to maintain heat of 50 degrees in the Depot Museum to protect the train diorama, which is a major attraction for the patrons of the UHRR (Upper Hudson River Railroad); and to maintain heat of 50 degrees in the Owens House to protect artifacts and exhibits.
- ▶ Item No. 7 - If the above conditions are not continuously met, the ownership of the Depot building, platform and the Owens House, with its land holdings will revert back to the NCRDPA for the consideration of \$1.00.

Mr. Haskell stated that he was unsure if the County would be willing to incur the cost of heating the buildings. He said that Item No. 7 would have to be discussed with Paul Dusek, County Attorney.

Paul Dusek entered the meeting at 10:17 a.m.

Mr. Geraghty questioned if the County would assume ownership upon payment of the mortgage and Mr. Haskell replied affirmatively. Mr. Merlino asked why Item No. 7 was necessary if the County would be assuming ownership. Mr. Haskell replied that the County would be leasing the property back to the NCRDPA in perpetuity for \$1 per year. Mr. Merlino stated that he did not feel it would be appropriate for the property to revert back to the NCRDPA and he asked what the annual heating costs were. Mr. Carr responded that heating costs for last year had been approximately \$2,500 to \$3,000. Mr. Haskell apprised that the NCRDPA paid regular fuel costs and did not receive any type of discount. Mr. Merlino said that he assumed the cost of electricity for the buildings was fairly low. Ms. Beaudin responded that the NCRDPA kept the outside lights on at night at the request of the UHRR, which added to the cost of electricity. Mr. Merlino asked how much more was paid for electricity in order to keep the lights on at night. Ms. Beaudin responded that electricity was approximately \$1,300 for the year; however, she added, she was unsure of how much of the cost was attributed to lighting the outside at night. Mr. Carr stated that keeping the outside lights on at night was also a security measure. He added that year to date the NCRDPA had paid \$1,100 for electricity and \$2,900 for heat.

Mr. Geraghty asked if the employee wages would continue to be paid by the Association and Mr. Haskell replied affirmatively. Mr. Geraghty asked, for clarification purposes, if the County would purchase the property, pay all of the operating expenses and lease the property to the NCRDPA in perpetuity for \$1 per year and Mr. Haskell said that was correct. Mr. Haskell added that he had mentioned to the NCRDPA Board that he did not feel Item No. 4 would be well

received. He said that the Association had inquired about the possibility of purchasing their heating fuel through the County, to lower the cost of heating the building. Mr. Dusek stated that the County could not sell fuel. He added that there was an inter-municipal agreement with the municipalities that allowed the County to purchase fuel on behalf of the Towns. He added that in order to be part of that inter-municipal agreement, they had to be a municipality. Mr. Haskell asked if the property could be leased to the NCRDPA for \$1 per year plus the cost of fuel. Mr. Dusek responded that the County could lease property that was not needed for County purposes; however, he added, that the lease would have to be for a reasonable amount.

Ms. Beaudin expounded that the \$30,000 was merely the remaining mortgage on the Owens House and added that the County would also be acquiring the Depot and the platform, both of which were of great value. Mr. Dusek said that the County would not really be acquiring the property for the \$30,000, if there was a clause that stated that the property reverted back to the NCRDPA. He added that with this agreement nothing would change except that the County would have use of the platform.

Mr. Merlino asked who would be responsible for the liabilities that were listed and Ms. Beaudin responded that was part of what was being negotiated. Mr. Merlino stated that as a taxpayer he would like to see the County own the Depot; however, he added, he did not feel that this agreement was in the best interest of the taxpayers. He said that the County would be paying \$30,000 plus all of the operating expenses of the Association and would only receive use of the platform. He added that at that price it would be better to purchase the platform and move it down to the Kellogg property which would be County-owned land.

Mr. Geraghty clarified that the lease would give the Association use of the property at a cost of \$1 per year. Mr. Haskell responded that the Association would be leasing the property in order to keep the Museum operational. Mr. Geraghty noted that for \$30,000 the County was purchasing the right to pay the bills. Mr. Haskell responded that the County would own the buildings and the platform and would lease the Depot and the Owens House back to the Association for a set amount. Mr. Geraghty noted that the County would own the property but would have no input over its use. Mr. Dusek reiterated that this agreement would not change anything except that the County would acquire the use of the platform. He added that according to the terms listed, the Association would also have the right to use the platform.

Mr. O'Connor asked if the assets listed went to the Association or the County and Mr. Haskell replied that they went to the Association. Mr. O'Connor noted that the Association would retain all assets, in addition to having all operational expenses

and the remaining mortgage paid by the County. Ms. Beaudin stated that the Associations budget would be approximately \$29,000 for 2008 and they were struggling to remain in operation. She added that the patrons of UHRR thought that the Museum was part of the railroad and therefore did not make donations, since they had already paid for a train ticket. She further added that this agreement might be the only means of survival for the Museum.

Ms. Beaudin read a statement from Helen Miner, President of the NCRDPA, a copy of which is on file with the minutes.

Chairman Thomas stated that the only part of the agreement that he had heard mentioned in the past was that the County would assume the mortgage for the Owens House and maintain the buildings on the property. Mr. O'Connor noted that the liabilities were approximately \$26,600 and the assets totaled approximately \$23,300. He questioned what would become of the assets, if the County paid all of the liabilities. Mr. Carr responded that the County was not being asked to pay all of the liabilities, just the cost of the maintenance and heat for the buildings. He said that he understood that the cost of heating the buildings was a concern to the County and he suggested that instead the County commit to assisting the Association with \$1,000 towards the cost of heating the buildings and \$500 towards the cost of electricity.

Mr. Merlino apprised that his concern was with Item No. 7 on the list. He noted that ridership for the railroad was decreasing yearly. He questioned what would happen to the property in the future if it became too expensive to operate the railroad. He said that if the County was to pay off the existing mortgage, they should own the property without a revert clause. He explained that his issue was with the wording of Item No. 7. Mr. Dusek suggested the Committee enter into an executive session to discuss the proposed acquisition of real property.

Motion was made by Mr. Stec, seconded by Mr. Geraghty and carried unanimously that executive session be declared pursuant to Section 105 (h) of the Public Officers Law.

Executive session was declared from 10:38 a.m. to 11:17 a.m.

Messrs. Champagne and Mason entered the meeting during executive session.

The Committee reconvened.

Mr. Dusek stated that the Committee had discussed the issue and had come to the realization that the Depot Museum and the platform were of value to the County as well as beneficial to the Town of North Creek. He noted that the services

provided by the Association were valuable to the County, to the Town of North Creek and the general public. He said he would have to investigate some legal issues that might have an impact on State grant funding. He added that although the Owens House was a nice building, it did not serve any County needs now or in the future. He said that the County would be interested in negotiating an agreement for acquisition of the Depot and the platform and excluding the Owens House.

Ms. Beaudin apprised that she was unable to speak for the NCRDPA Board; however, she said, she would discuss the issue with them and report back to the Committee with the results. Mr. Carr said that he would be interested in pursuing an agreement. Mr. Dusek suggested that the NCRDPA Board meet and return to this Committee. Mr. Carr asked what financial assistance the County would be willing to provide to the NCRDPA and Mr. Dusek replied that the County would be interested in acquiring the Depot and the platform and would be prepared to negotiate terms. Ms. Beaudin asked if the heat and utilities issues would also be negotiated at that time and Mr. Dusek replied affirmatively.

Mr. Carr emphasized that the NCRDPA was struggling to keep the Museum open and he added, that having the County involved might alleviate some of their problems. Ms. Beaudin noted that the negotiations had begun with discussions pertaining to the Kellogg property and noted, that the health of the Museum was dependent on the future of that property. Mr. Dusek stated that the County was sensitive to the survival of the Museum and their need of the Kellogg property and he said he was confident that an agreement could be reached through negotiations.

Ms. Beaudin and Mr. Carr exited the meeting at 11:24 a.m.

Mr. Merlino asked what the issue was between the Kellogg property and the NCRDPA. He said that it was his understanding that the County would be acquiring the Kellogg property. Mr. Haskell clarified that the County was acquiring the Kellogg property and that the Association would be placing displays within the Kellogg building. Mr. Merlino asked if the County was paying the Association for the displays and Mr. Haskell replied in the negative.

As there was no further business to come before the Parks, Recreation & Railroad Committee, on motion made by Mr. O'Connor and seconded by Mr. Geraghty, Mr. Haskell adjourned the meeting at 11:25 a.m.

Respectfully submitted,

Charlene DiResta, Legislative Office Specialist