

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC SAFETY - OFFICE OF EMERGENCY SERVICES

DATE: JANUARY 17, 2012

COMMITTEE MEMBERS PRESENT:

SUPERVISORS WOOD  
GIRARD  
THOMAS  
CONOVER  
FRASIER  
STRAINER

OTHERS PRESENT:

REPRESENTING THE OFFICE OF EMERGENCY SERVICES  
BRIAN LAFLURE, DIRECTOR  
AMY DREXEL, DEPUTY DIRECTOR  
DANIEL G. STEC, CHAIRMAN OF THE BOARD  
PAUL DUSEK, COUNTY ADMINISTRATOR  
MARTIN AUFFREDOU, COUNTY ATTORNEY  
JOAN SADY, CLERK OF THE BOARD  
PATRICIA NENNINGER, FIRST SOCIAL SERVICES ATTORNEY  
KEVIN GERAGHTY, BUDGET OFFICER  
SUPERVISORS KENNY  
MASON  
MERLINO  
TAYLOR  
JULIE PACYNA, PURCHASING AGENT  
AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST

COMMITTEE MEMBER ABSENT:

SUPERVISOR BENTLEY

Mrs. Wood called the meeting of the Public Safety Committee to order at 9:30 a.m.

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

Privilege of the floor was extended to Brian LaFlure, Director of the Office of Emergency Services, who distributed copies of the meeting agenda, a copy of which is also on file with the minutes.

Mr. LaFlure announced that the purpose of the meeting was to discuss a time sensitive scenario relative to the shared services grant funding of \$400,000 previously awarded by the New York State Department of State (NYSDOS) for the establishment of the Warren-Washington County Regional Emergency Services Training Center (WWCRESTC) and proceeded to provide a brief history on the matter. He reminded the Committee that Warren and Washington Counties had jointly applied for the grant funding in 2006 to build a shared, multi-jurisdictional and multi-discipline facility that could be used to train emergency personnel from both Counties to perform duties associated with law enforcement, EMS (emergency medical services) and fire fighting positions, as well as to provide for any other emergency type training. Mr. LaFlure said grant funding for the project had been awarded in 2007 to construct the facility on the SUNY Adirondack campus; however, he added, due to concerns and complaints from neighboring residents, plans for placement of the facility had been changed to build it at the southern end of the Warren County Airport property. He expounded that subsequent to determining an alternate location for the training center, they had decided the grant funds would be used to construct an access road and bring necessary utilities to the new site, rather than to purchase the burn training building intended for the SUNY Adirondack site.

Mr. LaFlure advised that at the time the decision was made to change the use of the funds, the grant term had expired and although the NYSDOS had agreed to extend the grant terms, they had done so with the proviso that the funds could only be used in the desired manner if some portion of the training structure would be immediately placed. In order to appease the building requirement, he said they had begun reaching out to members of the private sector seeking donations and contributions to meet this end, but had not had much success in raising the desired

funding. While researching the other options available to them, Mr. LaFlure noted they had discovered a company that would build a Mask Confidence Building (MCB) which incorporated the use of theatrical smoke and props to provide appropriate training for firefighters without the use of open flame tactics, providing about 95% of the actual training they would receive. He said the MCB would be a modular structure built from used steel shipping containers with walls that could be moved by the instructor to change the scene of the training simulation as desired and would incur a cost of approximately \$67,452. In reviewing the matter, Mr. LaFlure stated they had determined the MCB would be more beneficial to the training facility than a burn training unit, and less costly, as well.

Mr. LaFlure pointed out that the agenda included a copy of an email from Sean Maguire, of the NYSDOS, indicating that all project work charged to the grant must be completed before March 31, 2012 in order to receive reimbursement; additionally, he noted that Mr. Maguire's email indicated they would seek to alter the grant language to allow reimbursement for site design, engineering, surveying and similar expenses associated with the current site, as well as to allow for the MCB to be purchased prior to the March 31<sup>st</sup> grant deadline, but placed at a later date. He clarified that the NYSDOS grant was a reimbursable grant which required local dollars to be expended and appropriate expense vouchers submitted before grant funds would be provided. Mr. LaFlure said the email concurred with their intentions to revise the work plan for the \$400,000 in grant funding to include construction of a temporary road to the facility site, purchase and place the MCB, as well as to cover engineering and architectural fees. He advised that architectural plans for the site design had already been completed using monies from a joint Capital Project Fund established by Warren and Washington Counties when the project was first initiated. Mr. LaFlure stated that each County had made annual contributions to the fund, which now totaled approximately \$390,000; \$152,000 from the Capital Project had been expended to fund the architectural engineering costs for the site design, he added, leaving approximately \$238,000 to be used for funding of other project related costs for which grant funding could not be attained.

In order to harness the full potential of the grant funds available, Mr. LaFlure apprised that an aggressive time line had been established to purchase the MCB, construct a temporary road to the building site, provide reimbursements for the \$152,000 in engineering and architectural plan costs already incurred, and allow funding for additional architectural and engineering plans related to future facets of the Training Center site. He explained there was currently a rough access road in place that they planned to update using a crushed stone surface; he added that they had not planned to implement a more permanent roadway structure because there were currently discussions underway to possibly construct a permanent County highway in the area of the Training Center site in order to obtain the desired avigation easement over the Forest Enterprises property located adjacent to the Airport to effectuate the planned runway extension project. Mr. LaFlure concluded that their current request was for authorization to proceed with "Task 3/Milestone B" of the Proposed Work Plan provided in the agenda packet, which would include preliminary design, permitting and contract document services, as well as releasing an RFP (request for proposal) for the purchase of the MCB and construction of the access road in order to meet the March 31<sup>st</sup> grant deadline; he stated that this request would not incur any expense to the County.

Mr. Conover noted that the grant funding available totaled \$400,000, but the Proposed Work Plan document indicated a total cost of \$444,444.44 and Mr. LaFlure responded that the total cost included the Local Share to be paid by Warren and Washington Counties. Mr. Conover then questioned the purpose of the Capital Project Fund and Mr. LaFlure replied that it had been developed to cover the costs of architect and engineering fees that had not initially been eligible for grant funding; however, he added, following recent negotiations with Mr. Maguire, the NYSDOS had agreed to allow reimbursement for these expenses, provided they related to the final construction site on the Airport property. Mr. LaFlure advised that no reimbursement would be available for expenses relating to engineering review for the unused SUNY Adirondack site. Mr. LaFlure then complimented Mr. Maguire for working diligently to assist Warren and Washington Counties to make sure that the grant funds could be retained

and used in the best possible ways.

Referring to the Proposed Work Plan document, Mr. Conover pointed out an anticipated expense of \$252,885 for Phase B Professional Services and questioned what services would be included under this heading. Mr. LaFlure advised that this funding would be used for architectural and engineering review for the facets of the Training Center proposed for future construction. He noted that construction of additional portions of the facility would not begin until appropriate funding levels were established and he reminded the Committee that their fund raising efforts had been very difficult because they did not have anything to show, other than the vacant spot intended for placement of the facility. In response to additional inquiries by Mr. Conover, Mr. LaFlure advised that the cost cited for the MCB did not include expenses relating to construction of a foundation for the building, but noted that because it was a modular structure, it could be set on any type of foundation in any desired location until they were ready to place it at the Airport property; he added the most important point to remember was that whatever company received the bid for the MCB would be authorized to construct the building prior to March 31<sup>st</sup>, allowing it to be approved and properly paid for, thereby making it eligible for grant reimbursement. Mr. Conover noted that other costs, such as those for the permanent foundation, landscaping, parking lots, etc., would likely be incurred subsequent to the grant deadline and he questioned how those would be supported. Mr. LaFlure responded that they would not seek any funding from the Counties, but would instead use monies from their Capital Project to support these costs.

Mr. Conover stated that he fully supported the purchase and placement of the MCB, but was hesitant to authorize further architectural and engineering review work for proposed facets of the Training Center which might never come to fruition. In response, Mr. LaFlure stated that the documents established through this review would make it easier for them to seek out grant funding to support the construction costs associated with the remaining portions of the facility as most grant opportunities required submission of project plans and documentation which were not currently available.

Mr. Taylor recalled that during prior Committee meetings they had discussed the possibility of using the former WIC Building located on Gurney Lane for fire training purposes. Mr. LaFlure replied that such use was hindered by the layout of the building, as well as the Sheetrock walls within. Referring to a diagram and layout of the proposed MCB which was included in the agenda, Mr. LaFlure pointed out that the modular structure would include a section of roofing that could be replaced with plywood as necessary to simulate roof cutting exercises for ventilation, as well as a manhole section that would allow training exercises for confined spaces.

Mr. Girard questioned whether the Counties would be risking repayment of grant funds received if they did not have a structure in place on the selected building site prior to the grant deadline of March 31<sup>st</sup> and Mr. LaFlure replied in the negative. He clarified that they would only receive reimbursement for expenses incurred specific to the site identified on the Airport property prior to the grant deadline. Mr. LaFlure stated that if they sought to utilize the grant funds, there would have to be expenses incurred prior to the grant deadline for submission and although they could decide to forego the grant funding and do nothing more on the project, this would not be sensible because they would have expended approximately \$152,000 on site plans for which they would receive no reimbursement. Speaking as a taxpayer, Mr. LaFlure opined that if grant funds were available for the project, they should be used to their full potential.

Mr. Strainer asked if the County highway proposed as a means to gain the necessary avigation would provide access to the site proposed for the Training Center and Paul Dusek, County Administrator, said he was unsure as there was more than one option available for placement of the proposed highway and no decisions had been made at this point. Furthermore, Mr. Dusek stated that if an appropriate price could not be negotiated for the avigation

easement, the road would not be built at all.

In response to additional questions from Mr. Strainer relative to the placement of the MCB and need for utilities, Mr. LaFlure advised the building would eventually be placed on a slab foundation, but noted its immediate placement would not be its final resting place. He said the building was self supporting and could be placed on blocks in a parking lot or at any firehouse available space for the time being. As for utilities, Mr. LaFlure said that when the project was initially planned they had anticipated the need to bring all utilities to the site but a Walmart shopping center had since been constructed on the bordering property making them readily available; additionally, he noted that generators would be used to produce the theatrical smoke used in the facility and no water would be required, other than what was available on the fire trucks. Mr. Strainer then questioned who would be responsible for maintaining the MCB and Mr. LaFlure responded that the Counties would have a joint responsibility for maintenance as per the MOU (memorandum of understanding) already established, but he said he did not have an indication of what the anticipated costs would be. Mr. LaFlure advised that SUNY Adirondack would oversee operation of the MCB in connection with their educational programs, including scheduling its use.

Chairman Stec stated his concern with the impact that placement of the MCB at the Training Center site would have on negotiations for the avigation easement and Mr. LaFlure stated that it should not have any impact as the modular building could be placed in any location for the time being as a permanent foundation and utilities were not required for its use. He then suggested that the MCB could be placed at the vacant site where the old Social Services Building had previously been, if they so desired.

Martin Auffredou, County Attorney, stated the reimbursement issue was contingent upon receipt of revised grant documents reiterating the provisions indicated in the Mr. Maguire's email. He said upon review, he had determined that in its current approved format, the grant recognized and acknowledged that reimbursement was contingent upon completed, tangible portions of the project; however, he added, that was not to say that the grant documents could not be amended. In preparation for the current meeting, Mr. Auffredou advised that his Office had been asked to review the appropriate documentation and determine whether the Counties were at risk for repayment of any grant funds received if the Training Facility was not established and he said he would suggest that there was a risk of this nature and therefore the grant documents should be modified as quickly as possible. He noted that Patricia Nenninger, First Social Services Attorney, had more involvement with this issue and he would defer further comments on the matter to her.

Mrs. Nenninger advised that in her discussions with NYSDOS representatives she had been given the indication that the NYSDOS was interested in assisting in any way possible to satisfy the specified requirements and allow coverage for all necessary site work within the terms of the grant agreement, but added that the difficulty with this arrangement was the limited amount of time available prior to the grant expiration. She noted that this grant was originally applied for in 2006 and had been extended for several years; however, she added, due to procedural changes, it could not be extended any longer. Mrs. Nenninger stated that the nagging question at hand was whether the Counties could potentially be held responsible for repayment of grant funds if they purchased the modular structure for the MCB but did not have it placed at the location indicated in the revised grant agreement prior to the final deadline of March 31<sup>st</sup> and she said that it would seem that the answer was yes, reimbursement could be requested. She added that while the NYSDOS did not typically seek such reimbursements, it had happened in the past and due to the State's current financial climate, the NYSDOS had declined to make any assurances to this effect.

Mrs. Nenninger concurred with Mr. Auffredou's advisement the grant agreements clearly stated the NYSDOS would

be within their rights to request repayment of grant funds if the MCB was not constructed in the location indicated in the project plans. She pointed out that the current project was substantially different from what was initially included in the grant application and while NYSDOS was not necessarily objective to these alterations, they needed to have all of facets of the approved project plan in place prior to the March 31<sup>st</sup> deadline in order to receive reimbursing grant funds. Mrs. Nenninger said that another issue to be addressed was the implementation of a inter-municipal agreement between the Counties relating to scheduling and maintenance for the facility. She advised there was an agreement of sorts in place for specific project implementations that had been developed when the facility was to be constructed at the SUNY Adirondack site, but it had reserved all scheduling and maintenance issues to be discussed in the future and were not particularized in the currently executed agreement. Mrs. Nenninger advised that although the inter-municipal agreement did not need to be completed and in place prior to March 31<sup>st</sup>, they did need to review the situation, establish an agreement and submit it to NYSDOS for review and approval prior to that date. She added that although NYSDOS was willing to assist the Counties in any way possible to forward the project and provide funding, they would need a certain amount of time to process the issue as both their fiscal and legal departments would need to perform a review and approval process due to the size of the grant. Mrs. Nenninger said the NYSDOS would attempt to provide all review work within 30 days, but every change would require review, further elongating the process; she added that as per her discussions with NYSDOS representatives, the documents would have to be submitted no later than the end of January, with approvals to be received by the end of February, at which point the Purchasing Department could award the bid for the building purchase. She said that while the indicated time schedule was very restrictive, it could be met.

Amy Drexel, Deputy Director of the Office of Emergency Services, clarified that "Task 3" listed in the Proposed Work Plan document included placing the MCB and bringing it to a functioning state within six months following the March 31<sup>st</sup> grant deadline. She added that this phase of the project would also include construction of a small parking lot which was accounted for in the cost estimates provided, allowing the MCB to be used by the upcoming fall season. Ms. Drexel reiterated Mr. LaFlure's prior comment that the Phase B Professional Services approximated at \$252,885 would include schematics and architectural drawings for future buildings that would allow them to access additional grant opportunities available but inaccessible due to a lack of study and schematic information for the proposed facility. She said they were very excited about the prospect of these documents becoming available as they would allow them to attain grant funds to complete the project and provide necessary training opportunities for regional emergency staff. Ms. Drexel advised they were stressing the importance of a regional training facility because both Federal and State granting agencies were encouraging the use of funds to construct sites of this nature that could be used by multiple Counties, rather than just one.

Mr. LaFlure advised that, as per the information provided in the agenda packet, the Laberge Group had already completed a large portion of the work required to attain the grant amendment and the RFP documents for the MCB bid had been finalized, as well, and had already been advertised. Julie Pacyna, Purchasing Agent, confirmed that the bid would be advertised on January 21<sup>st</sup> with the bid opening to be held on February 3<sup>rd</sup>. Mr. LaFlure stated that releasing the bid would not commit the Counties to making a purchase, it would simply allow them to determine an accurate price for the MCB. He further stated the idea that the grant funding would have to be returned to the NYSDOS if the project was not completed was a misnomer and he advised the only funding at risk was the 10% of the funding total held back by the granting agency until their final approval of the project was given.

Mrs. Nenninger countered that although Mr. LaFlure was correct in his indication that the NYSDOS could choose to retain the amount of grant funding held back in anticipation of project approval, he was incorrect in his statement that they had no authority to demand repayment of grant funding if the project was not completed. She then restated her prior advisement that the grant documents clearly indicated that if the project went unfinished, the

NYSDOS was within their rights to demand repayment of any grant funds provided; she also reiterated that although this action was not often taken, it could happen and had in the past. Mrs. Nenninger said that she did not have a specific answer at that time as to whether engineering costs incurred in relation to future projects would be reimbursed under the amended work plan, and this was something that had to be confirmed before costs were incurred. Mr. LaFlure advised that he had received information to this affect, but it did not appear to have been forwarded to Mrs. Nenninger.

Returning to the issue of possibly using the former WIC Building as a training facility, Mr. Taylor noted that if the building was not used for this purpose, the County would have to either spend money to upgrade it for other purposes, or demolish it, which was not preferable. Mr. LaFlure responded that the building was not currently being used for training because they had been unable to get through the legalities, which did not allow for such use, and if they did, it would only provide a very temporary scenario. He noted that if the County decided not to proceed in seeking out the grant funding, they would likely return to the Committee in the future seeking authority to utilize funds from the existing Capital Project in order to purchase the modular version of the MCB which would be placed on property surrounding the Washington County Municipal Center; he added that although this was one solution, he felt they should at least try to attain as much grant funding as possible considering the amount of time spent working on the issue by himself and others involved with the initiative.

Mr. Strainer said that he believed the Training Center was necessary but he was concerned that it would pose a continued maintenance cost to the taxpayers of Warren County and he did not feel it was responsible to vote in favor of the facility without having some indication of those costs in advance. He said that if Mr. LaFlure could be sure that the no future costs would be incurred by the Counties for maintenance, cleaning and plowing services, or that they would be performed through volunteer work, he would have no issues with giving his approval. Mr. LaFlure responded that the current agreement for use of the MCB would require the groups using the facility to clean up after use and repair any damage, alleviating all burden of cost to the County. He added that while he understood the financial concerns, it had always been their intent to construct the entire facility using grant funding and donations and would refrain from seeking any contributions from the County budgets.

Mr. Dusek interjected the only issue he foresaw was that reimbursements for additional expenses would not be guaranteed unless the grant amendment was approved and any additional funds expended could be at risk. In response, Mr. LaFlure asked the Committee to approve his request, contingent upon receipt of the amended gratn documents.

Following further discussion on the matter, motion was made by Mr. Girard, seconded by Mr. Thomas and carried unanimously to authorize purchase of the modular MCB, as well as to authorize the Laberge Group to proceed with the professional services proposed, contingent upon NYSDOS approval of the amended work plan and budget, and the necessary resolution was authorized for the January 20<sup>th</sup> Board meeting. *A copy of the request is on file with the minutes.*

There being no further business to come before the Committee, on motion made by Mr. Thomas and seconded by Mr. Conover, Mrs. Wood adjourned the meeting at 10:36 a.m.

Respectfully submitted,  
Amanda Allen, Sr. Legislative Office Specialist