

**WARREN COUNTY FACILITIES COMMITTEE MEETING**

**Thursday, May 23, 2013  
2:00 pm**

**AIRPORT AGENDA**

**CALL TO ORDER.....Chairman Daniel J. Girard**  
**APPROVAL OF MINUTES.....Chairman Daniel J. Girard**  
**NEW BUSINESS.....Chairman Daniel J. Girard**

GRANT APPLICATIONS

N/A

RESOLUTION REQUEST(S)

**RR – To authorize the Treasurer to transfer funds from the airport’s operating budget to capital project H335 – Runway 1 Obstruction Removal for an Independent Fee Estimate (IFE) ... Airport Manager Ross Dubarry**  
**RR – To increase capital project H335 – Runway 1 Obstruction Removal for an IFE ... Airport Manager Ross Dubarry**

TRAVEL REQUESTS

N/A

ITEMS OF INTEREST

**Update on Runway 30 Land/Easement Negotiations**

**Airfield Tour**

**FBO Lease Renewal**

**OLD BUSINESS.....Chairman Daniel J. Girard**  
**REFERRALS.....Chairman Daniel J. Girard**  
**PRIVILEGE OF THE FLOOR.....Chairman Daniel J. Girard**  
**ADJOURNMENT.....Chairman Daniel J. Girard**

**RESOLUTION REQUEST FORM NO. 10**

***Request for Transfer of Funds***

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Ross Dubarry, Airport Manager  
Name of Department

SIGNED:  DATE: 5/23/2013

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.5610 470	Airport, Contract	A.9950 910	Transfer-Capital Projects	\$2,400

Please state reason for transfers requested: Cover FAA required IFE

**CONTINGENT FUND TRANSFER REQUESTS**

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 439	Contingent Fund			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

## ***RESOLUTION REQUEST FORM NO. 9***

### ***Request to Increase or Decrease or Amend Existing Capital Project or Capital Reserve Project\****

*\*If this is the result of a grant award, also complete and submit Form No. 5 or 6*

**DEPARTMENT NAME: DPW - Airport**

**DATE: 5/23/2013**

(a) Exact Title and Number of Project\*: H335.9550 280 Runway 1 End  
Obstruction Removal

(b) Is this a Capital Project? Yes

(c) Is this a Capital Reserve Project? No

(d) Amount of Increase (if applicable): \$2,400

(e) Amount of Decrease (if applicable): N/A

(f) Source of Funding (if Increase) (including name & title of codes, etc.): A.9950  
910 – Transfers – Capital Projects

(g) Changes in Funding (if Amendment):

(h) Purpose of Increase or Decrease or Amendment: To move available funds  
from operating budget to capital project to cover mandatory Independent Fee  
Estimate per FAA grant requirements.

From: Ronald W. Chartrand

To: Ross Dubarry, Airport Manager

April 18, 2013

Subject: Off Airport/Avigation and Acquisition

Dear Ross,

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I am writing you to explain my reasoning for preferring that lot E.U. #1, identified on tax map as #137.-1-49(K), be purchased by the Warren County/FAA/Airport, as opposed to issuance of an easement. In addition I like to submit for consideration that the house and two (2) acres of land upon which it stands, be eliminated from the aforementioned parcel for purchase, however I would agreeable to granting of an easement for the house and two acres. Also I would prefer that lots #297.20-1-3(Q) and #297.16-1-1(Q), be purchased, as opposed to the issuance of easements.

To begin with, some years back letters were sent out to all property owners within, the immediate proximity of the airport, inviting them to a meeting to be held at the airport with an FAA official to discuss future plans for the upgrading of the airport's infrastructure and facilities in order to insure both its economic vitality and increase its' overall safety. The FAA representative strongly recommended that any and all lands, adjacent to, or within the immediate vicinity of the airport, that entered the real-estate market in the future, be purchased by Warren County, utilizing funding via grants available from the FAA. Therefore it seems prudent to me that the same course of action, acquisition instead of easements, recommended by the FAA back then, be followed at the present.

Secondly, even though I have owned land near the airport since November of 1969, at 81 years of age I do not consider myself a developer. However, I have to be cognizant of the future value of land that I own if easements are granted upon them. After all, I must address the future wellbeing of my heirs. I strongly believe that because of the restrictive nature of easements, for example the limiting of the height of structures built, that the value of the land to developers is severely compromised and difficult to sell regardless. In addition any form of deed restrictions, such as those inherit with easements, are bound to have a negative effect on the overall desirability of lands, both from a fiscal standpoint, as well as esthetically. Finally, the noise factor associated with the takeoff and landing of planes can also have a negative effect on overall property values of lands near or adjacent to airport landing zones. Meanwhile, either I or my heirs will remain responsible for taxes, fees, etc.

Thirdly, as a private pilot with many hours, and owner of lands very close to the east and west runways, as well as north and south lands, I have observed the very low attitudes that planes must undertake during takeoffs and landings. Therefore, from a safety standpoint, it would seem to me that the proper path for the airport to take would be the purchase of lands. In addition to the negative fiscal effects inherent with deed restrictions due to easements within the approach and landing zones in order to completely control of *all* future development

## Ross Dubarry

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**From:** tom@melvinacan.com  
**Sent:** Wednesday, May 01, 2013 1:23 PM  
**To:** rdubarry@warrencountydpw.com  
**Subject:** 378 Queensbury Ave

Dear Ross:

Unfortunately, as I informed you personally, we cannot accept the County's offer for my trees.

We rent this property to others, as it is a three family house. We feel that the diminution of value would be far higher than the figure proposed, both concerning future resale and for present and future rental income. It would also make the property much harder to lease or sell in general.

We would accept a figure of \$75,000.

Please feel free to call me if you have any questions.

Sincerely,

Tom Cahill

President

Queensbury 400 Properties

518-743-0606

055  
PAUL E. PONTIFF  
ALAN R. RHODES  
ROBERT S. McMILLEN  
PHILIP C. MCINTIRE  
MARK A. LEHOWITZ  
J. LAWRENCE PALTROWITZ  
MALCOLM B. O'HARA  
PATRICIA E. WATKINS  
MARK E. CERASANO  
BRUCE O. LIPINSKI  
PAULA NADEAU BERUBE  
JONATHAN C. LAPPER  
BENJAMIN R. PRATT, JR.  
EILEEN M. HAYNES  
JAMES R. BURKETT  
STEPHANIE DILALLO BITTER  
KARLA WILLIAMS BUETTNER  
ELISABETH B. MAHONEY  
JOHN D. WRIGHT

BARTLETT, PONTIFF, STEWART & RHODES, P.C.  
ATTORNEYS AT LAW  
P.O. Box 2168  
ONE WASHINGTON STREET  
GLENS FALLS, NEW YORK 12801-2168

TELEPHONE (518) 792-2117  
FAX (518) 792-3309  
EMAIL [info@bpsrlaw.com](mailto:info@bpsrlaw.com)  
WEBSITE [www.bpsrlaw.com](http://www.bpsrlaw.com)

SERVICE BY FACSIMILE NOT ACCEPTED

RICHARD J. BARTLETT  
Retired  
JESSICA HUGABONE VINSON  
BRIAN C. BORIE  
ROBERT S. STEWART  
1932-2001  
BERTRAM J. DUBE  
1916-1999

April 30, 2013

Martin Auffredou, Esq.  
Warren County Attorney  
1340 State Route 9  
Lake George NY 12845

Re: Floyd Bennett Memorial Airport  
FBO Lease - Schermerhorn Aviation II, Inc.  
Dated: December 31, 2008

Dear Martin:

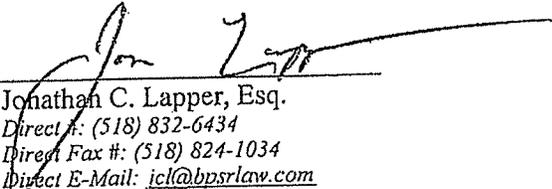
Warren County and Schermerhorn Aviation II, Inc. entered into that certain Floyd Bennett Memorial Airport Fixed Base Operator Lease Agreement as of December 31, 2008. This lease was subsequently revised pursuant to the Floyd Bennett Memorial Airport Amendment Agreement in January 2011, wherein the parties agreed to memorialize the correct lease termination date of December 31, 2013 and the second floor conference room was added to the space being leased by our client for additional rent of \$200 per month.

Pursuant to Article III of the Lease Agreement, as amended, the Lease may be renewed for an additional five year term so long as the parties agree to the renewal on or before six months prior to the end of the original term. In accordance with this requirement, my client, Schermerhorn Aviation II, Inc., hereby requests that the Lease Agreement be renewed for a five year term to expire on December 31, 2018 under the same terms and conditions of the original term.

Please contact me at your earliest convenience to discuss further.

Very truly yours,

BARTLETT, PONTIFF, STEWART  
& RHODES, P.C.

By: 

Jonathan C. Lapper, Esq.  
Direct #: (518) 832-6434  
Direct Fax #: (518) 824-1034  
Direct E-Mail: [icl@bpsrlaw.com](mailto:icl@bpsrlaw.com)

JCL: kc 337769

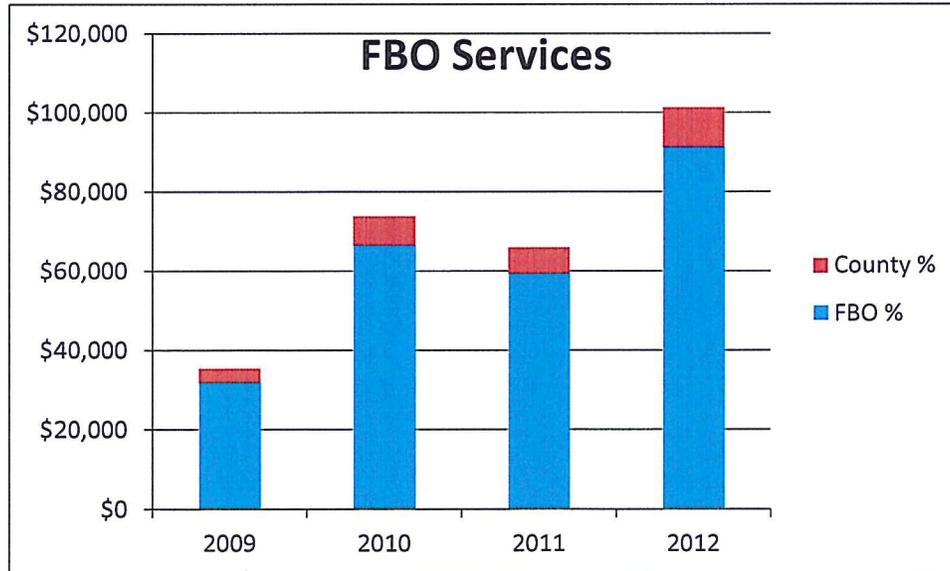
c: Rich Schermerhorn

**FBO Services**

	2009	2010	2011	2012	Total	County %	County \$
ramp fee	\$20,660	\$43,065	\$37,995	\$66,270	\$167,990	10%	\$16,799
ground power unit fee	\$0	\$2,170	\$2,150	\$2,210	\$6,530	10%	\$653
lav fees	\$485	\$650	\$700	\$1,050	\$2,885	10%	\$289
line service	\$8,465	\$0	\$0	\$0	\$8,465	10%	\$847
cabin fees	\$0	\$0	\$0	\$0	\$0	10%	\$0
deicing service	\$890	\$2,416	\$1,897	\$480	\$5,682	10%	\$568
oxygen	\$0	\$0	\$0	\$0	\$0	10%	\$0
preheat	\$0	\$140	\$265	\$70	\$475	10%	\$48
tow in out	\$0	\$30	\$15	\$30	\$75	10%	\$8
call in out fees	\$0	\$14,825	\$15,370	\$23,700	\$53,895	10%	\$5,390
pilot supplies	\$1,895	\$4,784	\$4,022	\$3,202	\$13,903	10%	\$1,390
oil sale by line	\$62	\$1,714	\$2,226	\$1,924	\$5,925	10%	\$593
aircraft rental	\$0	\$0	\$0	\$0	\$0	10%	\$0
misc	\$0	\$0	\$0	\$0	\$0	10%	\$0
car rental	\$3,007	\$4,081	\$1,342	\$2,417	\$10,847	10%	\$1,085
<b>Totals</b>	<b>\$35,464</b>	<b>\$73,874</b>	<b>\$65,982</b>	<b>\$101,353</b>			
<b>County Share @ 10%</b>	<b>\$3,546</b>	<b>\$7,387</b>	<b>\$6,598</b>	<b>\$10,135</b>			

**4-Year Totals on Services**

<b>FBO Grand Total</b>	<b>\$276,672</b>
<b>County Grand Total</b>	<b>\$27,667</b>



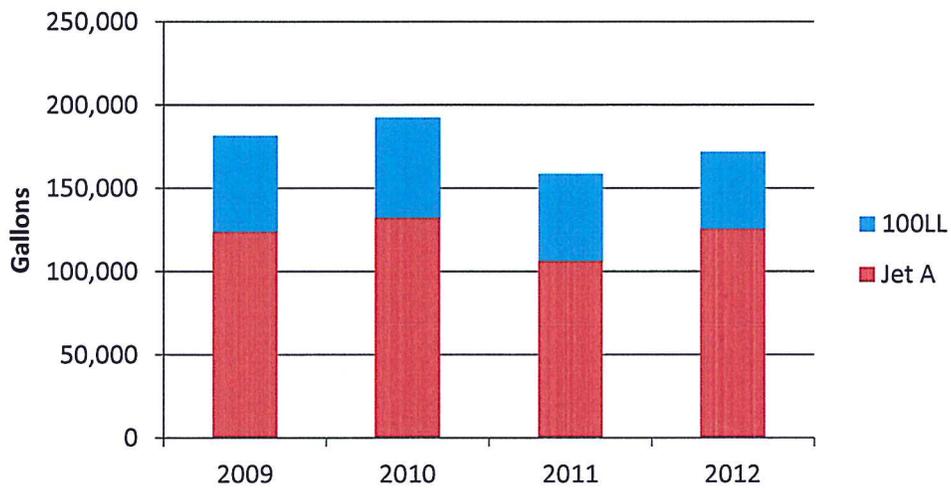
### Fuel in Gallons

	100LL	Jet A	Total	County \$0.075/Gallon
2009	58,055.50	123,504.70	181,560.20	\$13,617.02
2010	60,524.10	131,988.00	192,512.10	\$14,438.41
2011	52,657.20	106,137.00	158,794.20	\$11,909.57
2012	46,453.90	125,481.50	171,935.40	\$12,895.16

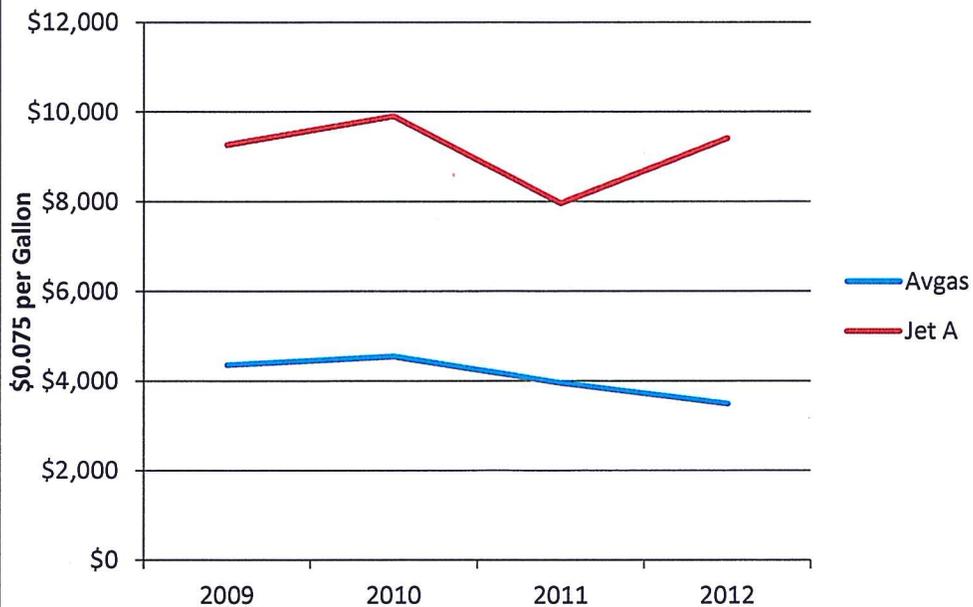
### FBO Reported Revenue for 2012

	Total Sales	Average Price
Avgas	\$281,674.00	\$6.06
Jet A	\$645,576.00	\$5.14

### Fuel Sales - Volume



### Fuel Revenue to County



**FBO Reported Hangar and Café Revenue**

	Carols	Old T	Main	Tie In	Tie Out	Garage	New T	Totals
<b>2009</b>	\$3,525	\$33,200	\$23,175	\$2,425	\$12,355	\$5,250	\$21,270	<b>\$101,199</b>
<b>2010</b>	\$3,707	\$36,000	\$26,500	\$1,045	\$9,260	\$5,100	\$21,600	<b>\$103,212</b>
<b>2011</b>	\$3,616	\$36,000	\$28,190	\$1,700	\$9,975	\$4,950	\$21,300	<b>\$105,731</b>
<b>2012</b>	\$3,991	\$35,728	\$27,273	\$3,335	\$9,905	\$4,265	\$22,680	<b>\$107,176</b>

**County Percentage of Hangar and Café Revenue**

	Carols	Old T	Main	Tie In	Tie Out	Garage	New T	Totals
<b>2009</b>	\$106	\$996	\$695	\$73	\$371	\$158	\$10,635	<b>\$13,033</b>
<b>2010</b>	\$111	\$1,080	\$795	\$31	\$278	\$153	\$10,800	<b>\$13,248</b>
<b>2011</b>	\$108	\$1,080	\$846	\$51	\$299	\$149	\$10,650	<b>\$13,183</b>
<b>2012</b>	\$120	\$1,072	\$818	\$100	\$297	\$128	\$11,340	<b>\$13,875</b>

