

# WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: COUNTY FACILITIES

DATE: APRIL 29, 2014

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**COMMITTEE MEMBERS PRESENT:**

SUPERVISORS GIRARD  
WOOD  
WESTCOTT  
MONROE  
STROUGH

**OTHERS PRESENT:**

JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS  
FRANK MOREHOUSE, SUPERINTENDENT OF BUILDINGS  
ROSS DUBARRY, AIRPORT MANAGER  
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD  
PAUL DUSEK, COUNTY ADMINISTRATOR  
MARTIN AUFFREDOU, COUNTY ATTORNEY  
JOAN SADY, CLERK OF THE BOARD  
FRANK E. THOMAS, BUDGET OFFICER  
SUPERVISORS BEATY  
BROCK  
MCDEVITT  
MERLINO  
SEEBER  
SIMPSON  
TAYLOR  
GRETCHEN STEFFAN, COUNTY HUMAN RESOURCES DIRECTOR  
RICH SCHERMERHORN, SCHERMERHORN AVIATION  
JON LAPPER, ESQ., OF BARTLETT, PONTIFF, STEWART & RHODES, P.C., LEGAL  
COUNSEL FOR SCHERMERHORN AVIATION  
TRAVIS WHITEHEAD, TOWN OF QUEENSBURY RESIDENT  
DON LEHMAN, *THE POST STAR*  
CHARLENE DiRESTA, SR. LEGISLATIVE OFFICE SPECIALIST

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Mr. Girard called the meeting of the County Facilities Committee to order at 10:01 a.m.

Motion was made by Mrs. Wood, seconded by Mr. Strough 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 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 said the first item pertained to the relocation of the offices for the Human Resources and Civil Service Administration Department. He distributed documents containing cost estimates and conceptual drawings for two separate scenarios: relocation of the offices to the Human Services Building (HSB) and relocation of offices within the Municipal Center; *copies of the documents are on file with the minutes.*

Mr. Morehouse explained the first cost estimate was approximately \$4,900 to relocate the offices to the HSB which would involve the construction of two separate offices for the County Human Resources Director and Personnel Officer plus an additional office space for the support staff. He noted the cost of purchasing new materials for this would be approximately \$9,240; however, he added, some of the 2013 Buildings & Grounds Budget had been expended on stockpiling of materials, such as sheetrock in anticipation of upcoming projects. Mr. Morehouse stated the preference of the Human Resources and Civil Service Administration staff was to remain within the

Municipal Center. The second cost estimate, he continued, was for approximately \$1,129 and involved converting the existing Conference Room 6-103 and the existing Human Resources Office into two separate offices for the County Human Resources Director and Personnel Officer plus additional space for support staff and a testing/conference room. He said the existing Civil Service Offices and a portion of the County Attorney's Office currently used for storage of records would be converted into a conference room comparable in size to the existing Conference Room 6-103. He noted the difference between the existing Conference Room 6-103 and the proposed conference room was about 200 square feet. He explained the proposed conference room would have folding tables and stackable chairs and would accommodate 52 people, as compared to the existing Conference Room 6-103 which accommodated 58 people. He noted that with chairs only, the existing Conference Room 6-103 accommodated 124 people and the proposed conference room would accommodate 112 people. He mentioned any large meetings could be held in the HSB downstairs conference room, which seated 88 people with tables and chairs.

Ms. Wood stated that if the Human Resources and Civil Service Administration Department preferred to stay within the Municipal Center, she would be in favor of it because the costs seemed reasonable. Mr. Strough said the Department required a certain level of privacy and he asked if the Municipal Center option would provide this. Paul Dusek, County Administrator, replied affirmatively and noted that privacy was one of the criteria in selecting possible locations for the Department.

Motion was made by Ms. Wood and seconded by Mr. Strough to authorize the renovation of the existing Conference Room 6-103 in the Municipal Center for the location of the new Human Resources and Civil Service Administration Offices at an estimated cost of \$1,129.

Mr. Dusek apprised that from the beginning it had been understood that the Department's current office situation was not adequate to accommodate their needs and there was a desire to incorporate the two offices into one. He noted there had been communication problems due to the two offices not being together and he pointed out that Local Law No. 2 of 2014 had placed the Civil Service Office under the supervision of the County Human Resources Director. Mr. Dusek acknowledged there was space for the offices in the HSB but the cost associated with that option were high. He noted there was some hesitance in using Conference Room 6-103 as it was the main conference room in the Municipal Center. He commented the proposed conference room was roughly the same size of the existing Conference Room 6-103 and he added the current office occupied by Gretchen Steffan, County Human Resources Director, was adjacent to the existing Conference Room 6-103. He mentioned the Human Resources and Civil Service Office worked closely with the County Attorney, County Administrator and County Treasurer's Offices and it made sense to locate their Offices within the Municipal Center.

Mr. Westcott asked Ms. Steffan's preference and Ms. Steffan replied she would like to remain in the Municipal Center and she felt the location was conducive to her office being productive. She said the Department did not currently have a testing/conference room; however, she continued, the addition of the room would allow Civil Service Exams to be scheduled onsite and could be used for the education and development of existing employees.

Mr. Girard called the question and the motion was carried unanimously to authorize the renovation of the existing Conference Room 6-103 in the Municipal Center for the placement of the new Human Resources and Civil Service Offices at an estimated cost of \$1,129. *The necessary resolution was authorized for the May 16, 2014 Board Meeting.*

Mr. Morehouse requested a resolution to award the bid and authorize an agreement with the lowest responsible bidder for Lawn Control & Maintenance, Fertilizer/Pesticide Application. He noted that

proposals would be accepted until May 15, 2014 which would not allow the necessary time to select the lowest responsible bidder prior to the May 16, 2014 Board Meeting.

Motion was made by Mr. Strough, seconded by Mr. Monroe and carried unanimously to award the bid and authorize an agreement with the lowest responsible bidder for Lawn Control & Maintenance, Fertilizer/Pesticide Application. *A copy of the resolution request form is on file with the minutes and the necessary resolution was authorized for the May 16, 2014 Board Meeting.*

Mr. Morehouse requested a transfer of funds in the amount of \$1,000 to the Insurance-General Liability Account (A.1610 418) with a source of funding to be determined by the Finance Committee. He explained several vehicles had been transferred from the Health Services Fleet to the County Fleet and the insurance for these vehicles had resulted in a shortfall in the Insurance-General Liability Account. He noted he was anticipating the receipt of a refund from the insurance company for vehicles which had been taken off the road.

Motion was made by Mr. Monroe and seconded by Ms. Wood to approve the request for a transfer of funds as outlined above and to forward same to the Finance Committee.

Mr. Westcott asked if these were vehicles added to the County Fleet due to the purchase of new vehicles for the Health Services Fleet and Mr. Morehouse replied affirmatively. Mr. Morehouse explained most of the vehicles were ten years old or older and would be used for short distance trips. He said they would determine which vehicles were worth the time and expense to service and any that were not determined to be worthy would be sold at auction.

Mr. Girard called the question and the motion was carried unanimously to approve the request for a transfer of funds as outlined above and to forward same to the Finance Committee. *A copy of the Request for Transfer of Funds form is on file with the minutes.*

Mr. Morehouse informed that part of the Buildings & Grounds staff had been working with the Parks, Recreation & Railroad Department this past winter on the train stations. He noted the Hadley-Luzerne Train Station was completed and the Thurman Train Station was near completion. He advised this had been a positive inter-departmental effort which had worked well.

This concluded the Buildings & Grounds portion of the Committee Meeting and the Airport portion of the Meeting commenced at 10:14 a.m.

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. Girard asked if there had been any progress on the possibility of a collaboration between the County and Cornell Cooperative Extension for a solar well sites project. Jeffery Tennyson, Superintendent of the Department of Public Works (DPW), replied he had met with Clark Patterson Lee and he was awaiting a proposal from them. He apprised he had phone conversations with representatives from NYSERDA (New York State Energy Research and Development Authority) about possible grant programs that might be available. He added there was a grant program entitled Flex Tech which seemed to be a good option. Mr. Girard said Cornell Cooperative Extension wanted to install solar panels in order to avoid peak electricity charges. He explained which ever day they hit peak usage rates, they were charged that rate for the remainder of the month. He said they had done well last month and had reduced their bill by approximately \$1,200.

Commencing the agenda review, Mr. Dubarry said the first item pertained to a presentation from Rich Schermerhorn, Fixed Base Operator (FBO), to propose the construction of a stand alone restaurant on Floyd Bennett Memorial Airport property. Mr. Dubarry noted conceptual drawings of the proposed restaurant were included in the agenda packet.

Mr. Schermerhorn reminded the Committee members that one year prior he had proposed the construction of a stand alone restaurant on Airport property. He noted he would give Carol Twiss, operator of Carol's Airport Café, first refusal of the opportunity to lease the new restaurant. He said the location of the current Airport Café would be converted into office space. He opined the Airport was the gateway to the Warren-Washington-Saratoga Counties region and he felt it was an important asset. He noted the proposed location would provide a view of West Mountain and the runways and adequate parking would be available. Mr. Schermerhorn stated the construction of the restaurant, the re-striping of the parking lot and the expansion of the parking lot, if necessary, would be completed at his expense. He advised the lease terms for the proposed restaurant would be the same as for the T-hangars which was a 30 year lease with the option to renew for an additional 10 year term. He added the lease rate per square foot would also be the same as for the T-hangars.

Mr. Monroe asked how many parking spaces would be eliminated for the construction of the restaurant and Mr. Schermerhorn replied about 10 to 12 spaces; however, he added, he might lose a few more spaces due to the addition of handicapped spaces. Mr. Schermerhorn apprised the existing fence line could easily be moved in order to expand the parking lot. Mr. Strough asked the usual parking requirements for a restaurant this size and Jon Lapper, Esq., of Bartlett, Pontiff, Stewart & Rhodes, P.C., Legal Counsel for Schermerhorn Aviation, replied in the Town of Queensbury the parking requirement was one space for every four seats which would be about 16 parking spaces. A brief discussion ensued.

Mr. Westcott thanked Mr. Schermerhorn for all of his efforts at the Airport and he commented that everything was done beautifully. Mr. Schermerhorn apprised the last T-hangar was near completion and was anticipated to receive a Certificate of Occupancy in May. Mr. Westcott asked if Mrs. Twiss was interested in the proposed restaurant and Mr. Schermerhorn replied they had discussed it briefly. Mr. Schermerhorn mentioned Mrs. Twiss was loyal to the Airport and friendly with the locals.

Mr. Schermerhorn stated he felt the proposed restaurant was important to the future of the Airport and would be good for the community. He informed the exterior of the building would be flat stack stone in earth tones on the bottom portion and stucco from the stones to the roof. He noted the roof of the building would also be an earth tone and the intention was to blend in with the existing buildings.

Mr. Westcott acknowledged the pilots loved Carol's Airport Café and he asked if the proposed restaurant would be a diner-style establishment. Mr. Schermerhorn replied affirmatively and added a separate room would be included which could be closed off for meetings and conferences. He advised the proposed restaurant would definitely offer breakfast and lunch service but it would be nice if dinner service was offered as well. Mr. Schermerhorn pointed out the County would save money following the construction of the proposed restaurant, as currently the County paid the utilities for Carol's Airport Café and whoever leased the proposed restaurant would pay the utilities as part of their lease. A brief discussion ensued.

Mr. Taylor questioned Mr. Schermerhorn's commitment to the restaurant if his business plans changed or if he were not the Airport FBO in the future. Mr. Schermerhorn responded the restaurant

ground lease would be for 40 years and he would always be involved with the Airport as he had established his commitment with the T-hangars. He noted he hoped to continue to be the FBO; however, he acknowledged the possibility of being underbid in the next RFP (Request for Proposals) process.

Mr. Strough stated local industries would be able to use the proposed restaurant for lunch meetings and conferences. Mr. Monroe asked if the proposed meeting/conference room was the portion of the drawing marked "screen porch dining seasonal" and Mr. Schermerhorn replied the drawing was an earlier version which had been updated to make that area enclosed for four season usage. Travis Whitehead, Town of Queensbury Resident, said he was in favor of the proposed restaurant. He informed of a conversation with a CEO (Chief Executive Officer) and said that CEO's were appreciative of the availability of a conference room to meet at the Airport.

Mr. McDevitt asked if the jet fuel prices were competitive with others in the area and Mr. Schermerhorn replied affirmatively. Mr. Schermerhorn stated the Airport did not have a high volume of fuel sales but no one had complained to him about the fuel prices. He noted that [www.airnav.com](http://www.airnav.com) listed jet fuel prices for Albany, Schenectady, Saratoga and Glens Falls and he added the prices were usually within a 5% to 10% difference. He mentioned Albany was difficult to compete with for fuel prices as the volume of sales was higher.

Mr. Girard asked for an explanation of the procedure for coming under contract for the construction of the restaurant. Mr. Lapper replied it would be a ground lease similar to the one for the T-hangars. He said it would be Mr. Schermerhorn's responsibility to construct the building and when the ground lease was terminated the building would be the property of the County. Mr. Schermerhorn explained a set of plans would be finalized, stamped by an engineer and presented to the County for approval. Mr. Beaty asked the estimated cost of construction for the proposed restaurant and Mr. Schermerhorn replied approximately \$325,000. Mr. Schermerhorn pointed out the largest cost would be for the purchase of the restaurant equipment. He commented his intent was always to make his properties shine and look great and that would be his intent with the proposed restaurant.

Mr. Girard pointed out Mr. Schermerhorn had previously mentioned the possibility of constructing a small office building and he asked if there was still an interest. Mr. Schermerhorn replied he was still interested in constructing a 50' by 50' office building next to one of his T-hangars. He noted he had been busy over the winter and had not had a chance to get the plans drawn. He said he would come back to the Committee at a later date for the proposed office space but right now he just wanted to concentrate on the completion of the restaurant.

Ms. Seeber apprised there had been some discussions pertaining to the possibility of charging a landing fee for jets at the Airport and she asked if this was still being considered. Mr. Schermerhorn responded the possible landing fee had been discussed and he informed that currently the Airport charged a ramp fee. He noted smaller airports did not usually charge a landing fee. He acknowledged everyone was trying to find ways to bring in more revenues for the Airport. He informed the construction of the T-hangars was bringing in more base tenants, increasing the maintenance requests and the fuel sales.

Mr. Westcott said he had received the final 2013 numbers for the Airport which showed a deficit of approximately \$826,000. He asked if there was anything else Mr. Schermerhorn could do to help the County save money on the Airport or any services which he could take over. Mr. Schermerhorn replied some ideas had been discussed and anything was open for discussion. He pointed out he had

to staff the Airport 7 days per week, 364 days per year and there might be a few services which he could take over to help the County. A brief discussion ensued.

It was the consensus of the Committee to approve the conceptual design for the construction of a stand alone restaurant on Floyd Bennett Memorial Airport property as proposed by Schermerhorn Aviation and to authorize negotiations between the County and Schermerhorn Aviation of terms for a ground lease of same.

Mr. Dubarry requested authorization for the Chairman of the Board of Supervisors to execute Part 1 of the Full Environmental Assessment Form (EAF) and request Lead Agency status for the Off Airport Obstruction Removal Project under the State Environmental Quality Review Act (SEQRA). He read the details of the request as outlined on the resolution request form.

Motion was made by Ms. Wood and seconded by Mr. Strough to authorize the Chairman to execute Part 1 of the Full EAF and request Lead Agency status for the Off Airport Obstruction Removal Project under SEQRA.

Martin Auffredou, County Attorney, clarified the motion would be to request Lead Agency status and classification of the action as a Type 1 under SEQRA and to authorize the Chairman to execute Part 1 of the Full EAF and any documents related thereto for the Off Airport Obstruction Removal Project. He explained it was important for the Lead Agency to classify the action as a Type 1. Mr. Westcott asked for further clarification and Mr. Dubarry responded it was in conjunction with the EAF related to the tree removal project and land acquisition for Runways 12, 19 and 30. Mr. Dubarry stated all of the projects had been combined into one EAF so the cost would be shared. Mr. Auffredou explained this action would not complete the SEQRA process but did essentially start the process. He noted this was a long form EAF and Part 1 had been completed by the consultants. He said the Chairman would sign Part 1 which would be distributed to various interested agencies along with a letter signed by either the Chairman or Mr. Dubarry. He apprised at some point the County would need to complete the SEQRA process and issue a Negative Declaration. He said his understanding was that this was the official announcement that the County was declaring Lead Agency status under SEQRA and would begin the Environmental Review as described by the consultants. Mr. Dubarry apprised at some point in the future he would return to the Committee to request authorization for the Chairman to execute Parts 2 and 3 of the EAF under SEQRA. He explained the Part 1 EAF was a 13 page form containing project and site information. Mr. Strough asked the responsible party for completion of Part 2 and Mr. Dubarry responded the consultant would complete the EAF documents on behalf of Warren County.

Mr. Girard called the question and the motion was carried by majority vote, with Mr. Westcott abstaining, to request Lead Agency status and classification of the action as a Type 1 under SEQRA and to authorize the Chairman to execute Part 1 of the Full EAF and any documents related thereto for the Off Airport Obstruction Removal Project (H346). *A copy of the resolution request form is on file with the minutes and the necessary resolution was authorized for the May 16, 2014 Board Meeting.*

Mr. Girard mentioned that Ms. Wood needed to leave for a prior appointment and there was an important issue concerning the request on page 10 of the agenda which would require an explanation by Mr. Auffredou. Mr. Auffredou explained the request was for authorization to commence the Article 2 and Article 4 of the Eminent Domain Procedure Law (EDPL) process with respect to the Forest Enterprises Management Parcel. He added this was in connection with Runway 1 and mentioned in February of 2013, the County entered into a Memorandum of Agreement for a

Just Compensation Offer with Forest Enterprises Management. He explained the County was acquiring an avigation easement over 79.74 acres of the Forest Enterprises Management property and purchasing of a 4.13 acre parcel. He mentioned the Just Compensation Offer of \$327,200 had been issued and was executed by Forest Enterprises Management with certain rights reserved for further compensation and to challenge the underlying proceeding.

Mr. Auffredou stated Vic Macri, the property owner, on behalf of Forest Enterprises Management did not want to proceed with the Just Compensation Offer and was essentially withdrawing his consent to same. He apprised in these instances the County had utilized and were proposing to utilize the services of R.K. Hite and Hite & Beaumont. He said the Committee would need to authorize an amendment to the existing agreement with C&S Engineers, Inc. to authorize sub-contractor agreements with R.K. Hite, as real property consultants and Hite & Beaumont, as legal consultants. He noted R.K. Hite and Hite & Beaumont would commence the Article 2 EDPL process which was the public hearing and notification portion of the process and once that was completed, the matter would be turned over to Robert Hite, of Hite & Beaumont, for the Article 4 EDPL process which was the acquisition process. He said R.K. Hite had developed a proposal for their services of an estimated cost of \$22,175. He added Mr. Tennyson had indicated a substantial portion of the fees were eligible for grant reimbursement. He explained the Committee would need to authorize the amendment to the existing agreement with C&S Engineers, Inc. to authorize sub-contractor agreements with R.K. Hite and Hite & Beaumont; to authorize the commencement of Article 2 and Article 4 EDPL proceedings with regard to Capital Project No. H306 - Land/Avigation Easement - Forest Enterprises Parcel; and to authorize the Chairman to execute any and all necessary documents.

Mr. Monroe asked if Forest Enterprises Management's decision not to proceed with the Just Compensation Offer was tantamount to a breach of contract. Mr. Auffredou said the issue of breach of contract, or specific performance, had been discussed with Mr. Hite who advised that breach of contract in this matter would be difficult to pursue. He added Mr. Hite recommended moving forward with the EDPL process which would include a negotiation process with the property owner. Mr. Auffredou stated he was deferring to Mr. Hite who was a legal expert in this area.

Mr. Beaty questioned the amount of property the County intended to purchase and Mr. Auffredou replied the County would acquire an avigation easement over approximately 80 acres and would purchase approximately 4 acres on a fee simple basis. Mr. Beaty asked if the property owner was now having second thoughts and Mr. Auffredou replied he believed the objection was with the valuation of the Just Compensation. Mr. Beaty asked if the EDPL process would be initiated for both the 80 acre avigation easement and the 4 acre fee simple purchase and Mr. Auffredou replied affirmatively and he added the valuation of the Just Compensation would be determined through the EDPL process. Mr. Beaty voiced his concern with the County taking land through the EDPL process and he noted the use of Eminent Domain had been discussed before with several Supervisors being opposed. Mr. Auffredou stated it was important to note that County representatives had met with Forest Enterprises Management several times and had used an appraiser to estimate the value. He added the value had been proposed to the property owner which had been accepted and signed by Mr. Macri. He explained Mr. Macri had changed attorneys and the new attorney had informed that Mr. Macri had changed his mind on the Just Compensation. He noted Mr. Hite had also spoken with the Mr. Macri's new attorney who indicated that there was no agreement at this point. He said Mr. Hite suggested the EDPL process was the best option to move forward as it was the only option left under the law.

Mr. Monroe apprised there were two different Eminent Domain processes: one in which the property owner refuses to sell which forced the municipality to seize the property with the value to be

determined and the second would be a case such as this where the property owner disagreed with the valuation. Mr. Auffredou agreed this was a question of valuation which the property owner had questioned from the beginning of the process. Since Mr. Macri signed the original Just Compensation Offer, he continued, it seemed it was his intention to ultimately agree to a sale. Mr. Auffredou explained the original Just Compensation Offer was signed by the Chairman of the Board in 2012 and had been returned to the County by Mr. Macri on February 22, 2013. In that document, he continued, Mr. Macri had checked the box to reserve the right to claim additional compensation under the EDPL. He added Mr. Macri's previous attorney had also reserved the right to challenge the underlying proceeding and he stated he was unsure if it was allowable for the attorney to reserve that right. A brief discussion ensued.

Ms. Wood noted there was an agreement for an advance payment and she asked if the payment had been made and Mr. Tennyson replied in the negative noting the acquisition had been on hold. Mr. Tennyson stated he had also participated in the phone call with Mr. Hite who had advised that the County proceed with the EDPL process. He commented that Mr. Auffredou had mentioned the meetings he had participated in with the property owner; however, he added, there had been multiple meetings held prior to Mr. Auffredou's appointment as County Attorney. He apprised the purchase of the full parcel had been a consideration but the valuations had been much lower than Mr. Macri had anticipated. He informed the acquisition of the Forest Enterprises Avigation Easement and fee simple land purchase would be 95% grant reimbursable, as would the costs involved in the EDPL process. He pointed out the amendment to the agreement with C & S Engineers for sub-contractor agreements with R.K. Hite and Hite & Beaumont would also be eligible for grant reimbursement. He said they were hopeful that by proceeding with the EDPL process, they would still have an agreeable property owner in the end. He stated if the County did not move forward, they would risk having unresolved obstructions for the existing Runway 1, as well as impacting the future extension of Runway 1. Mr. Girard mentioned Mr. Macri had been in the process of working with the Town of Queensbury Planning Board for development of other parts of the property. He added there was a need for the construction of a road to connect Mr. Macri's property to Queensbury Avenue. He noted the County had been in discussions and negotiations pertaining to same and had been willing to work with Mr. Macri. He commented one of the issues Mr. Macri had encountered was that the Planning Board was requiring the road be constructed with certain standards, such as water and sewer access.

Mr. Girard mentioned that about two years had been expended giving Mr. Macri time to work through the issue. Mr. Tennyson pointed out there was a past resolution from early in the process which pertained to an agreement regarding seeking an avigation easement to allow Forest Enterprises to continue with their development plan. At the time, he continued, the Board's intention was not to stifle any potential development, as they had wanted to encourage development within the County. He said he and the previous Airport Manager had been encouraged to find a way which would allow the land to still be developed while protecting Runway 1. He noted that was how it had been determined that an avigation easement of approximately 80 acres should be acquired. He explained an avigation easement for the 4.13 acre parcel would have essentially been at ground level and would have had no value to Mr. Macri which was why the County wanted to acquire it on a fee simple basis.

Mr. Westcott asked for clarification if it was correct that Mr. Macri had checked the box on the Just Compensation Offer which reserved the right for additional compensation and Mr. Auffredou replied affirmatively. Mr. Westcott asked if Mr. Macri had also reserved the right to challenge the offer and Mr. Auffredou clarified Mr. Macri's attorney had reserved the right on his behalf to challenge the underlying proceeding for how the County arrived at the Just Compensation amount. Mr. Westcott

asked if challenging the proceeding was within Mr. Macri's rights and Mr. Auffredou responded he thought Mr. Macri had the right under the EDPL to seek additional compensation but he did not believe he had the right to require the County to make the advance payments and then reserve the right to challenge the underlying proceeding. Mr. Westcott pointed out Mr. Tennyson had indicated that no advance payments were made so the point was moot. He expressed his opinion that Mr. Macri had done what he was entitled to do within the law which was a different matter than breaking an agreement. Mr. Auffredou clarified he had never indicated that an agreement had been broken; however, he added, there was an argument to be made about specific performance under an agreement. He stated Mr. Hite had recommended that specific performance under an agreement was not the proper way to proceed and the County should utilize the EDPL process. He said it had been his belief that Forest Enterprises would need to withdraw the reservation of rights to challenge the underlying proceedings in order to move forward with the transaction. He added he had sent a letter to Mr. Macri's attorney to that effect and had received no response. He noted he had conversations with the attorney pertaining to moving forward to closing and the FAA (Federal Aviation Administration) grant process. Mr. Auffredou stated he had every reason to believe that Forest Enterprises was moving forward with the process. Although Forest Enterprises had since said they were not interested in moving forward, he continued, there was certainly a time when they had indicated they were interested in moving forward.

Mr. Westcott inquired about the amount of the Just Compensation Offer and Mr. Auffredou reiterated it was \$327,200. Mr. Westcott said that amount divided by the acreage totaled approximately \$4,000 per acre. Mr. Strough commented the Just Compensation Offer was only for the purchase of 4.13 acres and an avigation easement over approximately 80 acres. Mr. Westcott asked the amount of the Just Compensation for the 4.13 acre fee simple purchase and Mr. Auffredou replied he did not have that information available at this time. Mr. Auffredou said he was sure the information was contained within the appraisal but he did not have that document with him today.

Mr. Westcott pointed out during the Runway 30 project, the County had offered \$14,000 per acre and he understood why Mr. Macri would have reservations about the valuation. Mr. Girard commented the Just Compensation Offer was for an avigation easement over approximately 80 acres and the fee simple purchase of approximately 4 acres. Mr. Westcott said the original premise had been to purchase all of Mr. Macri's property and Mr. Girard disagreed and said he did not believe Mr. Macri had ever wanted to sell the entire parcel nor did the County ever offer to purchase the entire parcel. Mr. Tennyson interjected there had been some discussions pertaining to purchasing the entire parcel but Mr. Macri had presented some very high figures to do so. Mr. Westcott stated Mr. Macri had turned down the Just Compensation Offer of \$327,200 and Mr. Tennyson clarified the Just Compensation Offer was originally accepted by Mr. Macri. Mr. Auffredou agreed Mr. Macri had originally accepted the Just Compensation Offer and earlier this year had informed the County he was unwilling to proceed. Mr. Tennyson pointed out final inspections of the property had taken place last fall. A brief discussion ensued.

Mr. Girard reminded the Committee members that Ms. Wood had some time constraints. He asked the Committee members if they had enough information to vote on the matter so that Ms. Wood could participate in the vote prior to leaving. Mr. Strough asked if the Committee would be voting on agenda item nos. 8, 9 and 10 and Mr. Dubarry replied it would be agenda item nos. 9 and 10 only. Mr. Auffredou explained agenda item no. 9 pertained to an amendment to the current agreement with C&S Engineers to authorize sub-contractor agreements with R.K. Hite, as real property consultants and Hite & Beaumont, as legal consultants at an estimated cost of \$22,175. Mr. Dubarry stated the supplemental agreement for C&S Engineers was not in the agenda packet and had a total cost of approximately \$30,000 which included technical support services from C&S

Engineers plus \$22,175 for sub-contractor agreements with R.K. Hite and Hite and Beaumont. He continued that agenda item no. 9 referred to a resolution request form included in the agenda packet requesting an amendment to the current agreement with C&S Engineers to authorize sub-contractor agreements with R.K. Hite and Hite & Beaumont in an amount not to exceed \$30,000.

Mr. Monroe expressed his concern that the valuation would increase as the original value had been from 2013. Mr. Auffredou informed the original Just Compensation Offer was made in 2012 and it was fair to say the appraisal would need to be examined, amended and updated due to the amount of time which had passed.

Motion was made by Ms. Wood, seconded by Mr. Strough and carried by majority vote, with Messrs. Monroe and Westcott voting in opposition, to amend the existing agreement with C&S Engineers, Inc. to authorize sub-contractor agreements with R.K. Hite and Hite & Beaumont in an amount not to exceed \$30,000, for technical and legal assistance to facilitate the Eminent Domain Procedure Law process with regard to Capital Project No. H306 - Land/Avigation Easement - Forest Enterprises Parcel; to authorize the commencement of Article 2 and Article 4 Proceedings of the Eminent Domain Procedure Law process with regard to Capital Project No. H306 - Land/Avigation Easement - Forest Enterprises Parcel; and to authorize the Chairman of the Board of Supervisors to execute any and all necessary documents. *Copies of the resolution request forms are on file with the minutes and the necessary resolutions were authorized for the May 16, 2014 Board Meeting.*

Ms. Wood exited the Committee Meeting at 11:17 a.m.

Mr. Monroe explained the reason he voted in opposition was because he did not know enough about the situation. He said he felt the County would end up paying more than the original Just Compensation Offer. He appraised this felt like a breach of contract and if he was correct then he would be in favor of going with specific performance as a means to acquire the avigation easement and fee simple land purchase. Mr. Auffredou said he would be happy to request that Mr. Hite draft a memorandum as to why he believed a specific performance claim was not the way to proceed. Mr. Beaty stated \$855,000 had been offered to one property owner for approximately 50 acres and he could understand Mr. Macri actions to try to get a better valuation. He acknowledged the 50 acres for the other property owner was a fee simple land purchase and he said he felt from a business standpoint, Mr. Macri was making a strategic decision.

Mr. Whitehead opined his rights had just been violated as he had wanted to speak on the previous topic prior to the vote and had not been given the opportunity. He said the County was in the process of completing obstruction removal for Runway 1 and it had been permitted under the conditions and acceptance by the New York State Department of Environmental Conservation and other agencies. He stated the County had control of the required land and were to take care of the bulk of the obstructions. He appraised it appeared to him that the additional land had more to do with the proposed extension of Runway 1. He opined that since the possible extension of the runway was not a foregone conclusion, he could not see a reason to spend the amount of money necessary in order to acquire the avigation easement and fee simple land purchase through the EDPL process.

Mr. Whitehead said this was a very important issue which involved a large sum of money. He stated he had not been aware this issue would be brought up at today's meeting and he had spoken with a Committee member who had also been unaware. Mr. Whitehead asked Mr. Monroe if he had been aware of the matter and Mr. Monroe replied he had received a phone call. Mr. Whitehead stated he should have the right to speak on matters during Committee Meetings before they were referred to

the full Board of Supervisors. He added at the Board of Supervisors monthly meetings, he did not have an opportunity to speak until after the resolutions were voted on and he questioned if he was wasting his time. He expressed his displeasure with the process which did not allow members of the public to speak prior to action being taken.

Mr. Whitehead stated the Airport had four runway ends, each with obstructions and he noted Runway 30 did not include a taxiway. He advised the Airport was supposed to be as self sufficient as possible. He opined the County was concentrating on runway obstructions and that their answer to these problems was to purchase additional land.

Mr. Monroe asked if the EDPL process would seek to determine the amount of additional compensation Mr. Macri wanted or if a whole new process would be started and Mr. Auffredou replied it would be a new process. Mr. Auffredou said Mr. Hite had contacted Mr. Macri's attorney and had determined that Forest Enterprises did not want to go forward with the Just Compensation Offer and it would be necessary to utilize the EDPL process. Mr. Monroe stated if it was just a matter of Mr. Macri wanting to seek additional compensation then the County would be dealing with the 2012 valuation and he reiterated the current valuation could be higher. Mr. Auffredou informed the R.K. Hite sub-contractor proposal included a fee for negotiations.

Mr. Westcott said he would like to have Mr. Macri attend a future Committee Meeting to hear his side of the matter. He noted he would also like to invite Mr. Schermerhorn back for a future Committee Meeting to discuss the Airport Budget and possible ways to save the County money. He reiterated the 2013 deficit was \$826,000 which was an increase of 19% compared to 2012. Pertaining to the Airport Budget, Mr. Tennyson pointed out the numbers combined operations costs and capital improvement costs. He noted the operations costs at the Airport had declined steadily for the last few years. He advised combining operations costs and capital improvement costs into the same budget did not give a clear picture of the cost savings measures which had been implemented regarding operations at the Airport.

Mr. Girard said the next item for discussion would be agenda item no. 8 and Mr. Dubarry explained this was a request to authorize the selection of C&S Engineers, Inc.; McFarland Johnson, Inc.; and Passero Associates, Inc. to serve as planning and engineering consultants for Floyd Bennett Memorial Airport. In accordance with FAA Advisory Circulars, he continued, the County had solicited Statements of Qualifications (SOQ) from firms interested in serving as the Airport's consultants for a period of up to five years. He said seven SOQ's had been evaluated and three firms had been pre-qualified to serve as consultants as needed. Mr. Westcott asked how this situation differed from one such as the sale of Westmount Health Facility wherein the entire Committee was given the opportunity to interview the firms. Mr. Dubarry responded this was a qualifications based process and not a request for proposals. He explained the FAA required the Airport to hire consultants for Federal Aid projects based on their qualifications. He said the resolution would qualify the three firms to serve as consultants as needed, but would not authorize a contract. He added the resolution merely identified the three firms as qualified to perform consultant work on Federal Aid projects at the Airport. Mr. Westcott asked how the final determination of which firms would be selected was made and Mr. Dubarry responded a ranking sheet had been used which evaluated the firms on about ten different criteria and the top three ranking firms were selected. Mr. Westcott asked if the Committee members could view the ranking sheet and Mr. Dubarry replied he did not have the ranking sheet with him but he would provide it.

Motion was made by Mr. Strough and seconded by Mr. Monroe to authorize the selection of C&S Engineers, Inc.; McFarland Johnson, Inc.; and Passero Associates, Inc. to serve as planning and engineering consultants for Floyd Bennett Memorial Airport.

Mr. Monroe asked for further explanation and Mr. Dubarry explained the resolution would allow the Airport to select any one of the three firms as needed. Mr. Dubarry informed he chose which firm to utilize based on their strengths and expertise. As an example, he noted C&S Engineers, Inc. were experienced in engineering and McFarland Johnson, Inc. were experienced in planning and environmental work. Mr. Tennyson stated this was a typical process which the Airport underwent every five years. He noted the resolution set up the Airport for the assignment of contracts going forward. He explained this was a qualifications based pre-selection and he noted there was a similar process for Federal Aid for highway projects. As projects were identified for work at the Airport, he continued, requests would be presented to the Committee for one of the consultant firms to conduct the work and a new contract would be executed. Mr. Monroe asked if proposals would be received from all three firms in order to select the lowest responsible bidder for the contract and Mr. Tennyson replied they selected the consultant firm which had the necessary expertise and experience for the individual project. Mr. Westcott said C&S Engineers, Inc. had been paid approximately \$2 million by the County over the last ten years for projects at the Airport. He noted he liked the idea of having options and would prefer an RFP process.

Returning to the topic of the Full EAF under SEQRA, Mr. Whitehead said a McFarland Johnson, Inc. Report for Runways 12, 19 and 30 was mentioned and he asked if it was readily available. Mr. Dubarry replied the document was the EAF for the Off Airport Obstruction Removal Project and was currently being reviewed by the FAA and awaiting approval for release for public comment. Mr. Whitehead apprised once the report was completed by McFarland Johnson, it became the property of the County and he asked why he could not review the document at that point. Mr. Auffredou asked if Mr. Whitehead had submitted a FOIL (Freedom of Information Law) Request for the document and Mr. Whitehead replied affirmatively. Mr. Auffredou said he believed the FOIL request was being processed and Mr. Tennyson would be replying to the request this week. Mr. Whitehead asked if it was always necessary to file a FOIL request to view an EAF. He stated he had filed the FOIL request four days prior and Mr. Tennyson had five business days in which to respond. He said he anticipated an answer on April 30, 2014 and he assumed the answer would be that the document would not be available for another 20 business days. He apprised it took over a month to receive the documents requested and by the time the documents were received the matter would already be decided by the Board of Supervisors.

Mr. Beaty asked why it was necessary to narrow the consultants down to three firms and he said if there were seven firms that submitted SOQ's then the County would have more options. Mr. Dubarry explained the FAA did not allow the selection of firms based on proposal prices and required the selection be based on the qualifications of the firms. He said once the firm was selected, the County entered into negotiations on the scope of work and fees and if they could not come to an agreement, they moved on to the next qualified firm. Mr. Beaty asked if all seven firms had been qualified and Mr. Dubarry replied in the negative noting one firm had not been qualified.

Returning to the topic of Mr. Whitehead's FOIL request, Mr. Westcott asked if it would be possible for him to get a copy of the document. Mr. Tennyson said once the document was in the draft final state it would be available for the public. He noted the document would not become final until it underwent the public review period. He stated the process underway was to get the reports as complete as possible to avoid unnecessary revisions. He apprised the reports were not complete and any comments on them would not be valid because they were not complete. He noted there would be a thorough review period where the documents would be placed out for public comments. Before the draft final report became final, he continued, the public comments would need to be addressed. Mr. Whitehead said he understood it was a process; however, he said, he had spoken to Mr. Dubarry a month ago and at that time, Mr. Dubarry had indicated he expected the report to be completed

within two weeks. He commented he understood that Mr. Dubarry had no control over when the draft final report would be available; however, he noted, the FOIL request had been for the report, as submitted to the FAA. He stated a draft report was something that should be available to the public and he noted the possibility that certain items on the report might need to be redacted prior to him receiving it.

Mr. Girard called the question and the motion was carried by majority vote, with Mr. Westcott voting in opposition, to authorize the selection of C&S Engineers, Inc.; McFarland Johnson, Inc.; and Passero Associates, Inc. to serve as planning and engineering consultants for Floyd Bennett Memorial Airport. *A copy of the resolution request form is on file with the minutes and the necessary resolution was authorized for the May 16, 2014 Board Meeting.*

Concerning Mr. Westcott's request to see the report as a Supervisor, Mr. Tennyson stated the report had not been distributed to any of the Supervisors and there had been no selective sharing of the report. He said the reports were considered confidential inter-agency documents which would be released upon completion.

Mr. Tennyson said the last item on the agenda pertained to a discussion regarding Adirondack Balloon Festival parking revenues. Mr. Girard informed of a meeting between the Chairmen of the Occupancy Tax Coordination, Tourism and County Facilities Committees, Mr. Dusek, Chairman Geraghty and Mark Donahue, Lead Organizer of the Adirondack Balloon Festival. Mr. Girard said since Special Event Funding was awarded to the Adirondack Balloon Festival by the Occupancy Tax Coordination Committee, some of the expenses of the event had shifted to the Festival, as well. He noted the County used some of the parking revenues collected during the event to offset the overtime expense incurred. Although the event did not generate a large amount of occupancy tax revenues, Mr. Girard continued, the organizers felt the promotional value of the event extended throughout New York State. He noted the Adirondack Balloon Festival was awarded \$25,000 in Special Event Funding but they required an additional \$15,000 in order to make the event sustainable. He advised the consensus of the meeting had been to request an allocation of \$10,000 from the Tourism Budget and the first \$5,000 in parking revenues collected during the event would also be allocated to the Adirondack Balloon Festival Committee.

Mr. Dusek stated one of the topics discussed during the meeting had been the fact that the Adirondack Balloon Festival was a not-for-profit event. He said they needed a certain amount of funding in order to have a successful event and the organizers were concerned with their lack of funding in order to seed the following year's event. Mr. Dusek apprised the Adirondack Balloon Festival had become Warren County's signature event. He said they felt the publicity and recognition Warren County received in connection with the Festival was important. He noted the organizers had indicated it would be difficult to continue to hold the annual event without some additional funding. Mr. Girard informed that Messrs. Kenny and Merlino and Chairman Geraghty had been clear that they felt the Adirondack Balloon Festival had done great things for the area and they wanted it to continue and be successful. He explained the organizers wanted to have the costs for next year's event covered in a fund to ensure the event remained sustainable. He noted they had informed Mr. Donahue that as long as the County was able to cover the cost of overtime for the event, it was possible that additional parking revenues could be utilized as a revenue source for the event. He mentioned if this Committee decided to allocate the first \$5,000 in parking revenues, then the Tourism Committee would address the remaining \$10,000.

Chairman Geraghty said the concept of the additional \$10,000 had been addressed with the Tourism Department. He stated during the meeting, the County representatives had discussed their

commitment to continuing to work with the Adirondack Balloon Festival. He agreed the organizers wanted to have next year's funding available in an account prior to the event. He pointed out the Adirondack Balloon Festival purchased all of the necessary hotel rooms for the balloon pilots and paid for all of the necessary fuel costs. Chairman Geraghty agreed it was one of Warren County's signature events and noted Governor Cuomo used the event as part of the "I ♥ NY" marketing campaign.

Mr. Tennyson apprised he had discussions with the organizers in the past and had not been surprised by the request. He said he had reviewed the event's books and he noted there were years the event had generated additional revenue and years where they had lost revenue. He stated they had asked Mr. Donahue about the balance in the account and he informed it was the start up money for the following year's event. He explained they needed to have a cash balance in the account in order to have the seed money for start up costs for the following year, such as advertising costs.

Mr. Monroe asked if the request was just for this year or for an ongoing commitment of funding. Mr. Dusek explained the Adirondack Balloon Festival was looking to establish some sort of permanent funding. He said they had requested \$40,000 in Special Event Funding but had only been awarded \$25,000. He explained the concept had been discussed of allocating the first \$5,000 in parking revenues with the County retaining the remaining revenues. He added they had also discussed the possibility of some funding from the Tourism Department Budget for the promotional effect the Festival had for the County. He commented this might be a good solution to keep the Festival in a viable state on a yearly basis. Mr. Monroe opined the County should definitely assist the Festival, although he pointed out it would be better if the funding came from the Special Event Funding as opposed to parking revenues. Mr. Strough asked for clarification that the Committee was considering allocating the first \$5,000 in parking revenues to the Adirondack Balloon Festival to ensure available funding for next year's event and Mr. Girard replied affirmatively.

Mr. Tennyson explained the revenue sources from the Adirondack Balloon Festival were the parking fees charged by the County for preferred parking passes which totaled approximately \$6,000 to \$7,000 during a good year. The other revenue collected, he continued, were donations for the airfield collected from participants by not-for-profit organizations, such as the Veterans of Foreign Wars. Mr. Dusek stated both of those revenue sources were loosely referred to as parking revenues. He reported the first 10% of the donations collected went to the not-for-profit organizations which collected the funds and it was the next \$5,000 after that 10% which would be allocated to the Adirondack Balloon Festival with the County retaining the balance.

Mr. Whitehead commented the preferred parking passes for the Adirondack Balloon Festival were about \$15 per day and tie down fees for airplanes at the Airport were only \$100 per month. He questioned when was the last time the tie down rates had been reviewed and he opined the users of the Airport should be required to be more responsible for the cost of maintenance. Mr. Dubarry responded the rates and charges at the Airport had been established by Schermerhorn Aviation, as FBO, in negotiations with the County and the former Airport Manager. He noted Mr. Schermerhorn had come to the County at one point in order to request an increase in T-hangar fees. Mr. Tennyson stated the authority to set the rates and fees fell under the purview of the FBO and the County's role was to verify that those rates and fees were reasonable. Mr. Dubarry commented the County needed to allow the FBO a certain amount of leeway to operate the Airport as a normal business would and charge competitive rates. Mr. Whitehead pointed out the FAA stated Airports should be as self sustainable as possible and Mr. Dubarry agreed.

Motion was made by Mr. Strough, seconded by Mr. Westcott and carried unanimously to approve the allocation of the first \$5,000 in parking revenues collected during the Adirondack Balloon Festival to the Adirondack Balloon Festival Committee to help offset the costs of promoting the event for the following year and to forward same to the Finance Committee.

Mr. Dubarry reminded the Committee members that a Joint Meeting of the County Facilities and Economic Growth & Development Committees would be held on April 30, 2014 at 9:45 a.m. He noted the purpose of the meeting would be to receive a report from the Floyd Bennett Memorial Airport Advisory Committee and the meeting was anticipated to take approximately 15 minutes.

As there was no further business to come before the County Facilities Committee, on motion made by Mr. Strough and seconded by Mr. Monroe, Mr. Girard adjourned the meeting at 11:55 a.m.

Respectfully submitted,  
Charlene DiResta, Sr. Legislative Office Specialist