**WARREN COUNTY BOARD OF SUPERVISORS**

**COMMITTEE: COUNTY FACILITIES**

**DATE: JULY 3, 2014**

| **COMMITTEE MEMBERS PRESENT:** | **OTHERS PRESENT:** |
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| SUPERVISORS GIRARD | JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS |
| WESTCOTT | FRANK MOREHOUSE, SUPERINTENDENT OF BUILDINGS |
| MONROE | ROSS DUBARRY, AIRPORT MANAGER |
| STROUGH | KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD |
| | MARTIN AUFFREDOU, COUNTY ATTORNEY |
| **COMMITTEE MEMBER ABSENT:** | AMANDA ALLEN, DEPUTY CLERK OF THE BOARD |
| SUPERVISOR WOOD | FRANK E. THOMAS, BUDGET OFFICER |
| | SUPERVISORS BEATY |
| | BROCK |
| | SEEBER |
| | SIMPSON |
| | TAYLOR |
| | DON LEHMAN, *THE POST STAR* |
| | THOM RANDALL, *ADIRONDACK JOURNAL* |
| | SARAH MCLENITHAN, SECRETARY TO THE CLERK OF THE BOARD |
| | PLEASE SEE ATTACHED SIGN-IN SHEET FOR ADDITIONAL ATTENDEES |

Mr. Girard called the meeting of the County Facilities Committee to order at 9:32 a.m.

Motion was made by Mr. Strough, seconded by Mr. Westcott 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 presented the following requests for new contracts:

1) Fire, Security and Sound Systems, Inc. for inspection, cleaning and service of the fire alarm system in the HSB (Human Services Building) for a term commencing upon execution by both parties and automatically renewing on an annual basis for an amount not to exceed $1,840 annually.
2) Fitzgerald Bros. Vending for contracted drink vending machines at various Warren County Facilities; and
3) Prestige Services for contracted snack vending machines at various Warren County Facilities.

Motion was made by Mr. Strough, seconded by Mr. Westcott and carried unanimously to approve Item 1 as outlined above and the necessary resolution was authorized for the July 18, 2014 Board meeting. *A copy of the resolution request form is on file with the minutes.*

With regards to Items 2 and 3, Mr. Morehouse explained that since Fitzgerald Bros. Vending was sub-contracting the snack portion of the vending machine contract to Prestige Services the County Attorney's Office had requested new contracts for both vendors.

Motion was made by Mr. Westcott, seconded by Mr. Monroe and carried unanimously to approve requests 2 and 3 as presented above and the necessary resolutions were authorized for the July 18, 2014 Board meeting. *Copies of the resolution request forms are on file with the minutes.*

Mr. Morehouse requested a transfer of funds in the amount of $598 from Budget Code A.1620 260, Buildings-Other Equipment, to Budget Code A.3110 260, Sheriff's Law Enforcement-Other Equipment, to reimburse the Sheriff's Office for the two interface boxes they had purchased to connect them with the HSB. He said the equipment was necessary, as it notified the Sheriff's Office, as well as the alarm company, when a panic alarm was activated at the HSB.

Motion was made by Mr. Monroe, seconded by Mr. Strough and carried unanimously to approve the request as presented above and forward same to the Finance Committee. *A copy of the Request for Transfer of Funds is on file with the minutes.*

Mr. Morehouse advised the construction of the new Human Resources Office, as well as Conference Room 5-110 was finished. He said the project was completed for $93 more than what had been anticipated. He stated photos of the office space and the conference room were included in the agenda packet. Mr. Girard added memos had been received from the County Attorney's Office, and Gretchen Steffan, County Human Resources Director, commending the Buildings and Grounds staff for a job well done.

Mr. Strough questioned where the new conference room was located and Mr. Morehouse replied it was in the former Personnel/Civil Office adjacent to the elevator in the Warren County Municipal Center Building. Jeffery Tennyson, Superintendent of the Department of Public Works, noted the new Conference Room number was 5-110.

Mr. Girard noted the presence of individuals wishing to speak on solar power products offered by their respective companies. Privilege of the floor was extended to Timothy Carr, of Monolith Solar Associates, LLC, who thanked the Committee for allowing him to present an outline of the services provided by his company. He said Monolith was recognized as one of the top installers of solar power in New York State and added the majority of their clients were municipalities, school districts and not-for-profit agencies that were implementing medium to large scale solar systems. He noted they had completed several projects for Municipalities in the region such as the Towns of Queensbury, Horicon and Moreau.

Mr. Carr advised they were proposing a power purchase agreement for the County, which consisted of Monolith Solar Associates, LLC designing, engineering and customizing a solar system for each of the sites identified by the County. He noted the County would not be required to pay installation fees. He said the purchase agreement would be for a 20 year term and during this time frame Monolith Solar, LLC would sell all of the electricity the solar panels generated. He explained the benefit for the County was the power they purchased from Monolith Solar, LLC would be calculated at a discounted rate. He apprised a savings would be realized in having no installation fees and reduced energy costs.

Mr. Strough questioned whether Mr. Carr felt a 200 kilowatt system per applicable site or one larger system would work best for the County. Mr. Carr responded in their experience, the 200 kilowatt system per applicable site was the simplest course of action to take; however, he said, their proposal would consist of two different options for the County to consider. He continued, they would review each option with the County in detail and make a recommendation as to which option they felt would best meet the goals and expectations of the County.

Mr. Westcott queried whether they would provide a side by side comparison of the two options and Mr. Carr replied affirmatively. Mr. Westcott asked whether they would compare the options to the existing power source and provide a synopsis of what future savings would be realized based upon assumptions and Mr. Carr replied affirmatively. He explained their initial process consisted of compiling information about the proposed locations and evaluating the electricity usage and costs over the past year to develop a profile with the anticipated savings. Mr. Westcott questioned the time frame for developing a proposal and Mr. Carr responded it was a rather quick process. He explained as soon as the required data was received they could create a proposal within about 3-5 business days.

Mr. Strough suggested Mr. Tennyson provide Mr. Carr with the required data so Monolith Solar Associates, LLC could develop a proposal for the Committee to review. Mr. Girard interjected prior to moving forward a discussion was required to ensure the proper procedure was followed for the process, which he felt would entail an RFP (Request for Proposal). Mr. Carr thanked the Committee for their time and noted they were a local business with strong presence in New York State. He added they had a great deal of experience and could provide a number of references if necessary. He stated he was confident that whatever they presented would be beneficial to the County.

Mr. Girard requested that the representatives from Apex Solar Power provide a brief summary of their company and the services they offered.

Ben Sopczyk, Apex Solar Power, advised they were a locally owned business, with their office located in the Town of Queensbury, and he added they had provided a number of proposals and services within the region. He stated they had recently completed a 700 kilowatt system in the Town of Niskayuna. He noted what differentiated them from most solar power contractors was they performed all of the work themselves and did not utilize the services of subcontractors. He pointed out since municipalities were unable to utilize the tax credits offered for solar systems they felt leasing was the most practical option for the County. He said they were offering a no money up front, no cost fixed rate lease for 20 years. He explained savings would be generated because they would fix the rate charged for utilities when the system was designed; therefore, he said, unless utility prices decreased in the future, substantial savings would be achieved in the forthcoming years. He pointed out structuring their lease agreements in this manner set them apart from other contractors.

Mr. Sopczyk apprised they were familiar with the Cornell Cooperative Extension property, which was one of the proposed sites, as they had met with Dr. James A. Seeley, Executive Director of Cornell Cooperative Extension, who had provided them with copies of existing bills to use for their analysis. He added they were a local business that was invested in the area and community.

Mr. Strough asked what the 700 kilowatt project for the Town of Niskayuna was for and Mr. Sopczyk replied it was for a water treatment facility. Mr. Westcott questioned whether their proposal would provide comparisons and future savings such as Monolith Solar Associates, LLC would and Mr. Sopczyk replied affirmatively. He explained the process used to develop a proposal was standard among most contractors and he noted the RFP process was generally required by municipalities.

Travis Whitehead, Resident of the Town of Queensbury, stated the solar panels could lose productivity over time or may be damaged by inclement weather such as a hail storm, and he questioned who would be responsible for repairs and/or maintenance of the panels, as well as whether the County or the contractor would be responsible for insurance and any other ongoing costs. Mr. Sopczyk advised the lease payments would be an on-going cost, as purchasing was not

an option since the County was ineligible to receive the tax credits. He said his firm would be responsible for the liability and maintenance costs. He explained the lease agreement would state the County would pay a fixed rate per month for a certain amount of power and if for some reason they were unable to deliver this amount of power the lease would be invalid. He noted their solar panels had not been impacted by the hail storm that occurred on Lake George a few years ago. He stated all of the warranties and assurances were guaranteed on all of the equipment.

Mr. Girard apprised he thought Mr. Tennyson had listed the Cornell Cooperative Extension/Countryside Adult Home property on top of the priority list for sites, as the desire was to get something in place before winter to avoid having to pay sizeable utility bills. He pointed out they could use this property as a model for how to proceed on other County-owned facilities in the future. Mr. Tennyson added the goal was for CPL (Clark Patterson Lee) to perform a review of the site and examine the funding options available, including grants that may be available to develop an approach to create and send out a formal RFP. He welcomed any input from contractors such as Apex Solar Power and Monolith Solar Associates, LLC, as it was beneficial; however, he noted, it was considered informal information at this time since no contracts were in place.

Mr. Tennyson stated he felt the initial costs would be modest and could be covered within their Budget. He said he would be happy to provide the basic facility data and utility costs to any contractors who requested the information. He apprised he was aware that Mr. Morehouse had been approached by other solar energy contractors and provided information about the Warren County Municipal Center Building to them with the understanding that any information they provided at this time would be considered an informal proposal. He reiterated a formal proposal process would commence at some point in the future.

Mr. Girard asked Martin Auffredou, County Attorney, to provide input as to the procedure that should be followed. Mr. Auffredou apprised he felt CPL would assist the County with developing an RFP that included the specifications, etc. He said he felt it would have to be modified to determine whether it was an RFP or a competitive bid. He continued, the process would include the opportunity for the bidders or proposers to submit and Mr. Tennyson and his staff, as well as CPL, would then make a recommendation as to how to proceed. He noted if an RFP process was utilized they could meet with anyone who submitted a proposal collectively or on an individual basis, as the RFP process allowed for more flexibility than the competitive bidding process. He said the RFP process may provide an advantage to the County, as it permitted the County to meet with the proposers and negotiate with them as the process proceeded.

Mr. Girard thanked Mr. Auffredou for his feedback. He advised there were a great deal of contractors soliciting the County to perform the work; however, he said, he wanted to ensure the correct procedure was being followed. Mr. Geraghty requested they consider including the Town of Warrensburg well sites that were adjacent to the Cornell Cooperative Extension/Countryside Adult Home in the project. Mr. Tennyson interjected the well sites would be included and he would be reaching out to the Town of Warrensburg for their utility data. He said he felt agreements would be necessary at a later date with the Town of Warrensburg, the County and Cornell Cooperative Extension to commence the project since all three parties would be involved with the project. He stated the immediate concern was to determine what was feasible and the best mechanism to install a system on the property to provide power and savings to all parties involved.

Mr. Geraghty questioned whether the RFP would be available from CPL by the next meeting so they could proceed with the process and Mr. Tennyson replied if for some reason it was not available by the next Committee meeting it should be available shortly thereafter. He anticipated the initial scope

of work from CPL would be available next week, which meant they could proceed with getting CPL on-board and collecting the initial data required. He said CPL would be providing a recommendation on the RFP, which he believed would be available by the next Committee meeting. He advised CPL would be reviewing all of the PPA's (Power Purchase Agreements), the funding and grant opportunities, and the possibility of designing and building it's own system, as well as other options. He said he hoped to have a recommendation from CPL by the next Committee meeting to assist the Committee with making a determination as to how they would like to proceed.

Mr. Girard asked whether Mr. Tennyson felt a solar power system could be installed prior to the upcoming winter and Mr. Tennyson replied affirmatively. He said from what he had been told by companies such as Apex Solar Power and Monolith Solar Associates, LLC, the process moved along fairly quickly to construction once a signed contract was in place. He asked either representatives from Monolith Solar Associates, LLC or Apex Solar Associates to elaborate on the time frame for construction. Mr. Carr advised the time frame was dependent upon which route the County decided to take, as the site specific model process was quicker than that of a large scale model. He estimated the site specific model to take between 1.5 months to 4 months depending upon the paperwork and approval process with the State.

Mr. Tennyson asked if it was the subsidies the County was ineligible for but the provider could receive that caused delays and Mr. Sopczyk replied affirmatively. He explained NYSERDA (New York State Energy Research & Development Authority) provided the bulk of the funding for the systems and their approval process was usually between 6-8 weeks. He apprised the only other area that could cause delays was obtaining building permits; however, he said, in this case he did not foresee this being an issue since the project was for a municipality. He stated during the time they were awaiting approval from NYSERDA they would acquire the necessary building permits and utility agreements. He advised the system in Warrensburg would be under 200 kilowatts and the process would move along quicker since grid studies through National Grid were not necessary because it was not a megawatt system, which was much larger and could cause substantial delays. He apprised the advantages of a site specific system were the overall funding available and the process with the utility company generally was much quicker.

Mr. Westcott questioned what the impact would be should the NYSERDA funding awarded be less than what was anticipated and Mr. Sopczyk replied there were certain circumstances that caused NYSERDA to reject an application and/or limit the amount of funding that was awarded mostly due to the placement of the solar panels. However, he said, rejections did not occur very often and they reviewed the application thoroughly prior to submission to ensure there were no issues. Mr. Westcott queried whether any Federal funding was involved and Mr. Sopczyk replied a 30% federal tax credit was offered, which the County was ineligible for.

Nick Pasco, Apex Solar Company, stated that since they were the financier of the system they were eligible to receive the tax credit. He said they would then transfer the savings to the County in the form of a lower PPA rate. He added in an ideal situation the County would obtain the greatest amount of savings through one large system that covered all of the County buildings; however, he said, this would take substantially more time to install than a smaller system. He stated the next best option to achieve savings would be to install systems at each location for all County buildings but this would also be a lengthy process that was more expensive than the larger system. He advised since the desire was to have a system in place at the Warrensburg location prior to winter he would suggest recommending to CPL that a phased RFP be prepared. He continued, Phase 1 could consist of the Warrensburg property, which he felt may be implemented fairly quickly since it was a rather small system. Phase 2 of the project, he said, would consist of exploring options for

the remainder of the Warren County buildings. He pointed out the savings would not be as substantial as a larger system that covered the entire County; however, he said, it would expedite the process for the Warrensburg property and allow for a larger system to be considered for the remainder of the County at a future date which would provide a sufficient amount of savings. He added they were hoping NYSERDA would release information shortly about their next incentive program for large installations over 200 kilowatts that was commencing in January 2015. He reiterated a phased RFP would assist the County with expediting the process for the Warrensburg property and permit time to explore the options for the remainder of the County.

Mr. Tennsyon advised further discussion was necessary to determine whether the Warrensburg property would be handled under one RFP and the remainder of the County under another or if the desire was for one RFP that included the phases. Mr. Monroe questioned whether NYSERDA still had limitations to the amount of power per building in place and Mr. Pasco replied affirmatively. He explained it had changed dramatically over the past year mostly due to the incentives being greater than they had been in previous years. He said NYSERDA wanted to phase out the incentives by 2023. He stated once a certain amount of megawatt capacity was achieved in an area NYSERDA decreased the incentive offered. As an example, he apprised the incentive may commence at $1.00 per kilowatt up to 50 kilowatts and then it would decrease to $.060 per kilowatt up to 200 kilowatts and so on until no additional incentives were offered. He stated they were unsure what the limit would be with the new program; however, he said, it would account for the larger systems above 200 kilowatts. He advised as of right now the only way NYSERDA offered incentives for systems over 200 kilowatts was through competitively bid projects. He said between September of 2014 and December 31, 2014 there would be no incentives offered for large installations.

Mr. Morehouse stated he had no new updates regarding the Referral items.

The Buildings and Grounds portion of the meeting concluded at 10:05 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.*

Commencing the agenda review, Mr. Dubarry presented a request to authorize the submission of a grant application to the FAA/NYSDOT (Federal Aviation Administration/New York State Department of Transportation) to fund the purchase of a 4-Ton Airport Plow Truck for an amount not to exceed $81,441. He explained the Local Share would be $4,072.05.

Mr. Strough questioned why R.C. Lacy, Inc. was not selected, as they were the lowest bidder. Mr. Dubarry advised the lowest bidder was not selected because they did not meet the minimum specifications, as they were not agreeable to holding their bid price for 45 days. He referred the Committee to a letter that was sent to the respondent requesting the unit bid price amount be held until September 30, 2014 when the FAAFY (Federal Aviation Administration Fiscal Year) ended, a copy of which is on file with the minutes. He said they received a response this morning that the bidder was unwilling to hold his bid price until September 30, 2014; therefore, he stated, he recommended awarding the bid to the second lowest bidder, which was about $2,000 more.

Mr. Strough asked whether the truck could be acquired through State contract and Mr. Dubarry replied in the negative. He explained they could have purchased a truck through State contract; however, he said, one was not available with the equipment they required. He stated the truck they intended to replace was a 1996 F-350, which had been experiencing many mechanical issues.

Mr. Westcott reminded the Committee to be mindful the budget process for next year would be commencing shortly. He said during the budget review he would like them to consider outsourcing some of these functions such as plowing rather than doing them in-house to reduce the deficit of the Airport. He noted that although grant funding was being utilized to purchase the plow truck it was still derived from taxpayer funds.

Mr. Monroe queried why a larger truck was being purchased and Mr. Dubarry replied a larger vehicle could be utilized for other functions besides plowing, such as transporting top soil for the grading work that was completed during the summer months. Mr. Westcott asked whether the truck could be utilized for other functions outside of the Airport and Mr. Dubarry replied in the negative. He explained the FAA stipulated the vehicle be used for Airport purposes only for at least ten years before it could be transferred to another division.

Motion was made by Mr. Strough, seconded by Mr. Monroe and carried unanimously to approve the request as presented above and the necessary resolution was authorized for the July 18, 2014 Board meeting. *A copy of the resolution request form is on file with the minutes.*

Item 2 on the agenda, Mr. Dubarry stated, referred to a request for authorization for the Chairman of the Board to execute an amendment to the previous SEQRA (State Environmental Quality Review Act) no significant impact determination for the Land/Easement Acquisition of the property owned by Forest Enterprises Management (Capital Project H306.9550 280) to account for the additional acreage. He apprised the acreage of the land/avigation easement acquisition was increasing from approximately 32+/- acres to 81+/- acres and the amount of land acquisition remained the same at 4+/- acres. He said page 8 of the agenda contained a map that depicted the change in acres to the 81+/- acres and Pages 7 though 10 of the agenda contained a copy of the short Environmental Assessment form that would be used for the amendment to SEQRA. He read the Part 3- Determination of Significance that was listed on page 10 of the agenda. He advised a copy of previous Resolution No. 562 of 2009 which approved for the negative declaration filed was included on pages 10 and 11 of the agenda.

Mr. Strough questioned whether the easement was for tree top clearing only and Mr. Dubarry replied affirmatively and he explained the easement would prevent future obstructions. Mr. Strough asked whether the land owner would still be able to develop on the property and Mr. Dubarry replied affirmatively. Mr. Strough queried why they had increased the acreage of the easement. Mr. Dubarry advised the acreage had been increased through the negotiation process with Forest Enterprises Management. He stated the original 32+/- acres had been critical to the County for the land/avigation easement acquisition in 2009; however, he said, Forest Enterprises Management was not agreeable to this. He continued, through the negotiation process with Forest Enterprises Management the amount of acreage was increased. Mr. Strough inquired why they were not agreeable to the original offer and Mr. Dubarry responded they had requested more money for the land/avigation easement acquisition. He explained the only way an increased dollar amount could be offered was by increasing the amount of acreage purchased for the easement. He pointed out the increased acreage protected the Counties future rights and prevented future obstructions within this area.

Mr. Tennyson advised that although the additional acreage acquired was in a less critical area it was still within an area where flight surfaces were at a higher elevation. He said the valuation was less because the impact was less. He stated the appraisal process included evaluating the impacts; therefore, he said, there was a modest increase to the overall purchase price of the land/avigation easement. He added this would address future development.

Mr. Strough queried whether the additional acreage was required for the existing runway, as well as the runway expansion project and Mr. Dubarry replied affirmatively. He explained the acquisition of the Forest Enterprises Management Property was required under the current conditions, as well. He stated the increased acreage would satisfy the runway extension; however, he said, the main purpose was to remove obstructions for the existing runway.

Mr. Beaty advised he was under the impression the increased acreage was necessary for the proposed 1,000 foot runway extension and not the existing runway. He said he did not think the extension would be occurring. He read a letter that was received from the NYSDEC (New York State Department of Environmental Conservation) about seven months ago that stated the following:

> "Class 1 Wetlands provide the most critical and distinct wetland benefits, the reduction of which is acceptable only in the most unusual circumstances. A permit should be issued only if it's determined that the proposed activity satisfies a compelling economic or social need that clearly and substantially outweighs the laws of detriment to the benefit. This standard includes satisfying a compelling economic or social need. The word compelling implies that the proposed activity carries with it not merely a sense of desirability or urgency but an actual necessity and that the proposed activity must be done and is unavoidable".

Mr. Beaty stated his premise was the permit required from the NYSDEC to extend the runway would not be issued because the economic and social needs for it could not be demonstrated. He apprised it was not practical to increase the acreage of the land/avigation easement when approval had not been received from the NYSDEC to extend the runway yet. He pointed out because he did not foresee the NYSDEC issuing the necessary permit the County would be stuck with land they no longer required and would have lost the tax revenue, as well. He advised he was disturbed by the process and felt the sequence was wrong.

Mr. Westcott asked whether anyone wanted to comment on Mr. Beaty's remarks regarding the letter from the NYSDEC. Mr. Tennyson advised the matter had been discussed at previous Committee meetings and other than possibly requiring some mitigation efforts he did not anticipate any issues with acquiring the necessary permit. He stated they would not have advanced the project to this point if they had felt there would be issues in obtaining the permit. He apprised he believed the individuals who felt a permit would not be obtained would be proven wrong.

Mr. Beaty queried what would happen if he was not mistaken, as the County would have acquired land they no longer required. He advised he felt these actions would anger the Warren County taxpayers greatly. Mr. Tennyson pointed out the County was only acquiring 4+/- acres and the remaining 81+/- acres was for an easement, both of which were required for the existing runway. Mr. Beaty interjected that he did not agree with Mr. Tennyson, as it was his understanding that the 81+/- acres of easement were not required for the existing runway.

Mr. Strough apprised he was hopeful the Airport would be improved through an environmentally friendly process, as he felt both Warren and Washington Counties would benefit from it. He said he respectfully disagreed with Mr. Beaty's remarks, as he felt the easements were necessary for the existing runway to make it safer for the pilots, passengers and the community and he fully supported moving forward.

Mr. Westcott stated he felt it was necessary to address whether the eminent domain process was necessary for the runway extension or the current runway. He asked whether the map included in the agenda was based upon the extended runway. Mr. Dubarry advised the map exhibited the runway extension and the heights chosen in the easement that was offered were based upon the

extension; however; he said, the easement itself was based upon the existing runway and the future needs. He noted the only difference with the easements for the existing and extended runway were the heights for which they commenced. He continued for planning purposes the easement heights offered were low enough to acquire the rights required to move forward with the design and permitting for the runway extension.

Mr. Westcott apprised in his review of all of the previous Committee meeting minutes he found no discussion stating the additional easements were necessary for the existing runway. He stated this was the first time he was aware of this issue ever being discussed. He said Resolution No. 264 of 2014 referenced how the Airport would commence the proceedings under Article 2 and Article 4 of the Eminent Domain Procedure Law to acquire Tax Map Parcel No. 303.11-1-4 from Forest Enterprises Management, Inc. because it was necessary for the runway extension. He asked for verification that the 70 acres that was just clear cut was for safety reasons for the current runway and Mr. Dubarry replied affirmatively. Mr. Westcott pointed out during this process the topic of requiring the additional land and/or easements for the current runway was never brought forth. He noted the justification for the eminent domain proceedings was for the runway extension and he queried whether the purpose and need was being changed, as he was unsure.

Mr. Auffredou apprised the only difference he could see in the Environmental Assessment form for the SEQRA today from the original that was authorized by Resolution No. 562 of 2009 was the amount of acreage to be acquired for avigation easement. He said he could be mistaken; however, he stated, he could see no reference to the runway extension. He questioned whether his interpretation was correct and Mr. Dubarry replied affirmatively.

Mr. Westcott questioned what the process was, as Resolution 264 of 2014 clearly stated the eminent domain proceedings were justified based upon the need to do it for the runway extension. Mr. Auffredou explained the law stated that when you wanted to complete a runway extension which required eminent domain proceedings, you would need to exhibit the need for such. He apprised he felt they may be confusing the SEQRA's, as he believed this SEQRA related to tree top clearing obstruction removal for the runway at its current length. He continued, this included the acquisition of the 4+/- acres and 81+/- acres of land/avigation easement and Mr. Dubarry concurred.

Mr. Auffredou said he felt Mr. Westcott was questioning how they proceeded to a SEQRA review about the tree obstruction removal only and not include this with the runway extension and the eminent domain procedure. He explained it was his understanding that the eminent domain procedure commenced because their negotiations with the landowner had failed; therefore, he said, they had authorized their consultants to proceed with the Article 2 and Article 4 processes. He stated within this process at some point in the future there would have to be a separate SEQRA review. He questioned when the SEQRA review for the runway extension would commence and Mr. Dubarry replied this would occur after the (EA) Environmental Assessment was completed and noted this EA would provide the documentation to support the SEQRA.

Mr. Auffredou pointed out the SEQRA for the acquisition of the 4+/- acres and 81+/- acres of land/avigation easement was a separate component from the eminent domain acquisition. Mr. Westcott queried whether a separate agreement with Forest Enterprises Management, Inc. would be necessary for the additional acreage to clear cut the trees for the current runway and Mr. Auffredou replied in the negative. Mr. Dubarry explained the portion of the easement in question had always been under Part 77 airspace; however, he said, they had increased their offer to cover not only the portion of the property that was considered critical to the entire parcel. He said te additional acreage was considered less critical because the easement heights commenced at heights above the building zone requirements because of this the value of the property was minimal.

Mr. Auffredou reiterated the SEQRA for the acquisition of the 4+/- and 81+/- acres of land/avigation easement was a separate component from the eminent domain acquisition for the runway extension, which would also require a SEQRA once the EA was completed. He said the request before the Committee was to recognize the Counties acquisition of the areas that are necessary to comply with the FAA obstruction removal requirements for the existing runway, which had increased from 32+/- acres to 81+/- acres. He said an amendment was required because it had to reflect the total acquisition for the obstruction removal for the current runway. He asked for Mr. Dubarry to clarify that this pertained to obstruction removal for the existing runway and not the proposed extension and Mr. Dubarry replied affirmatively.

Mr. Westcott stated this was the first time this has come up within this context. He reiterated there was no record of a similar discussion in any of the previous Committee meetings. Mr. Girard asked Mr. Westcott whether he had reviewed the Public Works Committee meeting minutes because prior to 2012 the Airport had been included within the Public Works Committee. Mr. Auffredou pointed out the discussion could have been included in 2009 when the previous resolution regarding the SEQRA was adopted. Mr. Westcott stated although he had done a thorough review, he could have overlooked the discussion. He requested a copy of a revised map that reflected the current airport and the various safety ranges that were required and where the parcel in question landed within those safety ranges. He said this would ensure that the additional acreage was required by the FAA for safety reasons for the existing runway. He pointed out the map included in the agenda was for the runway extension. Mr. Dubarry advised he would provide Mr. Westcott with a copy of the map he requested.

Mr. Westcott asked what the box with the dark lines referred to and Mr. Dubarry replied it was the 4+/- acres that would be acquired through fee simple. Mr. Westcott queried why it was necessary to acquire this parcel. Mr. Dubarry explained they offered to acquire this parcel because it would be under the future RPZ (Runway Protection Zone) and the easement elevations were so close to the ground that the parcel had little value for future development. Mr. Westcott questioned whether the future need referred to the existing runway or if it was the proposed runway extension and Mr. Dubarry replied it was the existing runway. In response to a question by Mr. Westcott, Mr. Dubarry explained this area contained an abundance of trees that had previously been cut in 2009; however, he said, there had been a sufficient amount of regrowth to require them to be trimmed again. Mr. Westcott asked for an estimate of the trees height and Mr. Dubarry replied they were in the range of 20 to 30 feet.

Mr. Whitehead advised he objected to some of the information recorded on the map. He stated as noted earlier the RPZ commenced at 200 feet after the extended runway or 1,200 feet after the existing runway; therefore, he said, the entire box would need to be moved by 1,000 feet. With regards to the RPZ limits, he said the map displayed a length of 2,500 feet, which he said was not the proper dimension for a class B2 runway. He said he was unsure of the exact numbers but was aware that it was significantly less than the 2,500 feet that was listed. He requested that Mr. Dubarry ensure these items were addressed on the copy of the revised map he would be providing Mr. Westcott.

With regards to the wording in the explanation on the short EA form, Mr Whitehead stated he objected to it. He said he was unsure how it could state "no other changes are anticipated to the land, adjacent land uses or adjacent resources" when the initial acreage was increasing and the height at which the restrictions were placed were changing, as well. He apprised he would like confirmation from the landowner whether they felt changing the height from 50 feet to 30 feet had a significant impact, as he felt this required further examination.

Mr. Monroe questioned whether there had already been an avigation easement on the 4+/- acres and Mr. Dubarry replied in the negative. He explained the County obtained a one time permit to cut the trees and they paid the landowner a stumpage fee. Mr. Monroe queried whether the avigation/easement would permit the trees to be topped off whenever deemed necessary and Mr. Dubarry replied affirmatively.

Mr. Whitehead asked what the height of the trees that were topped off were and Mr. Dubarry replied he was unsure, as it occurred prior to employment with the County. Mr. Whitehead advised the trees had been topped off in 2011 and he believed they were in excess of 50 feet tall at that time. He stated he did not think it was feasible for the trees to have grown past the obstruction point within the prior three years. He requested that the revised map depict where the obstructions were. He said there was a map created by C&S Engineers in 2009 that displayed some obstructions on the property in question that were up to 25 feet tall. He reiterated he did not feel sufficient time had passed for the 50 foot trees that were topped off to have regrown to the point where they would be considered an obstruction. He said he would like to see the map he referred to, as it displayed where the obstructions were.

Harrison Freer, Warren County Resident, apprised he felt it was necessary to point out there were other restrictions the FAA placed on obstacles, including TERPS (Terminal Instrument Procedures), which was vitally important from a pilots point of view. He said the RPZ was in place to protect individuals on the ground, as obstacle removal allowed for lower DH (decision height) minimums for landing. With the current tree obstructions, he continued, a DH of approximately 395' was required which was almost double the minimum ceiling requirement. He stated his desire was to remove the existing obstacles in order to have a modern Airport with a viable straight in approach. He explained instances occurred when there were strong winds, etc. making it necessary for pilots to circle for an approach and those DH minimums would also be increased if the obstacles were not removed. He noted circling minimums were also outlined in TERPS, Part 77 being the most restrictive. Mr. Freer commented TERPS contained criteria for which parts of the airspace surrounding an airport were classified as Class B or Class G and he explained this criteria altered the DH minimums based on weather conditions. He noted Part 77 was the most restrictive, which was what they were working towards; however, he said, there were other FAA aviation restrictions in place around the Airport.

Mr. Westcott commented the Committee was being asked to approve an amendment to the previous SEQRA based upon the incorrect map, as the map included in the agenda was based upon the runway extension and the SEQRA related to the existing runway. He said he would be unable to approve the amendment without reviewing the correct map. Mr. Dubarry interjected that although the map displayed the runway extension it was the correct map for this purpose. Mr. Westcott pointed out the RPZ was based upon the runway extension and not the existing runway. Mr. Dubarry apprised the future RPZ was outlined on the map; however, he said, the airspace and easement requirements remained the same. Mr. Westcott asked what the revised map would display and Mr. Dubarry replied he would ask the C&S Engineers to revise the map and remove the future conditions.

Motion was made by Mr. Strough, seconded by Mr. Monroe and carried by majority vote with Supervisor Westcott voting in opposition to approve the request as presented above and the necessary resolution was authorized for the July 18, 2014 Board meeting. *A copy of the resolution request form is on file with the minutes.*

Mr. Auffredou added that he was sure this was already part of the process but to ensure going forward for the record he requested all revised SEQRA documents be forwarded to the interested and involved agencies, such as the FAA.

Mr. Dubarry presented the following request for approval:

1) Contract with Albany Approach Control to establish new procedures with Albany approach Control for reporting NOTAM (Notices of Airmen) to transition to the direct-entry digital NOTAM system referred to as NOTAM Manager at no cost to the County; and
2) Contract with AIM (Aeronautical Information Manager) of the FAA to establish new procedures with AIM on the FAA for reporting NOTAM to transition to the direct-entry digital NOTAM system referred to as NOTAM Manager at no cost to the County.

Mr. Dubarry stated this would transition the paper and telephone system of issuing NOTAM's to an electronic web-based digital entry system. He said the FAA require the contract be executed by the Airport Manager. He added there was no cost to the County, it was simply a procedural change so they could issue NOTAM's electronically.

Motion was made by Mr. Strough, seconded by Mr. Monroe and carried unanimously to approve the requests as presented above and the necessary resolutions were authorized for the July 18, 2014 Board meeting. *Copies of the resolution request forms are on file with the minutes.*

With regards to the next request, Mr. Dubarry advised it required ratifying the actions of the Chairman of the Board in executing a new contract with the CAF (Commemorative Air Force) to conduct a tour stop at the Floyd D. Bennett Memorial Airport with a B-17 Flying Fortress and sell public cockpit tours and B-17 plane rides commencing July 17, 2014 and terminating July 28, 2014. He explained the B-17 was a World War II bomber that toured the Country and offered plane rides and cockpit tours for sale. Mr. Monroe questioned whether the County was charging a fee for permitting them to utilize the Airport and Mr. Dubarry replied in the negative. He stated the County would generate revenue from fuel sales to them.

Motion was made by Mr. Strough, seconded by Mr. Monroe and carried unanimously to approve the request as presented above and the necessary resolution was authorized for the July 18, 2014 Board meeting. *A copy of the resolution request form is on file with the minutes.*

Mr. Dubarry apprised a discussion regarding the proposed Schermerhorn restaurant and office land leases was necessary. He stated Mr. Auffredou was distributing term sheets that were developed regarding both structures during the negotiation process with Mr. Schermerhorn.

Mr. Auffredou apprised Mr. Schermehorn was present with his Attorney, Jon Lapper, Esq. He stated as previously discussed Mr. Schermehorn was proposing construction of a stand alone restaurant, as well as a stand alone office building. He said the documents he distributed contained essential terms for the ground lease for each of these structures. He noted both documents contained copies of the previous resolutions that authorized their conceptual designs and negotiation of terms for the ground leases. He advised a team was assembled with the assistance of Mr. McDevitt because of his background in real estate to establish a ground lease rate. He said the process included reviewing leases from other Airports, as well as information that was available from the general public. He apprised he believed Mr. Schermerhorn was agreeable to the lease terms they had developed and presented to him.

In reference to the lease terms, Mr. Auffredou stated both leases included 40 year terms. He stated the restaurant lease was a 3,600 square foot ground lease that called for an annual rent of $.30 per

square foot, plus 5% of the annual revenue generated by the restaurant. He said essentially what the lease was modeled after was a combination of the current café lease which called for 3% of the annual revenue generated by the café and the T-Hangar Lease, which required an annual rent of $.25 per square foot. He apprised the lease included a C.P.I. (Consumer Price Index), which permitted the rent to change based upon the percentage of change in the CPI. He said the lease terms dictated Mr. Schermerhorn would be responsible for all utilities and real property taxes on the structure. With regards to parking, he advised that should it be deemed the current parking was insufficient, Mr. Schermerhorn would be responsible for the costs associated with the expansion of the parking; however, he said, Mr. Schermerhorn would be charged with presenting the plans to the Committee prior to taking any action.

The Office building, Mr. Auffredou apprised, was approximately 2,400 square feet. He said the annual rent would be $.50 per square foot subject to change due to CPI, as well. He stated there would be no revenue sharing and Mr. Schermerhorn would be responsible for all utilities and real property taxes on the structure, as well. He said he did not anticipate any changes to parking, as they felt what was currently offered was sufficient.

Mr. Auffredou recommended the Committee move forward and as required by the General Municipal Law authorize the scheduling of a Public Hearing regarding the leases for the August 15, 2014 Board meeting. He advised what he intended to do between now and the July 18, 2014 Board meeting was incorporate the essential terms into the ground leases with the ultimate objective of the Public Hearing regarding the land leases taking place at the August 15, 2014 Board meeting. He reiterated the Public Hearing was required by law on these land leases.

Mr. Westcott questioned whether a similar lease would be offered to someone if they were to open a restaurant adjacent to the Airport and Mr. Auffredou replied he was unsure. He stated he did not have the required background to be able to make such a determination. Mr. Westcott stated his point was the lease should be comparable to the private sector. Mr. Auffredou interjected they reviewed copies of ground leases for restaurants located in the Town of Queensbury obtained from the Real Property Tax Services Department, as well as Mr. McDevitt; however, he said, he did not feel they provided appropriate comparisons. He asked Mr. McDevitt to provide his thoughts relative to the comparisons.

Mr. McDevitt apprised there were two ground leases he was familiar with in the Town of Queensbury, of which neither were comparable to the proposed Airport restaurant lease. He said the first property was the Taco Bell restaurant located off of Exit 18 of the Adirondack Northway and the other was the AutoZone store, which was located on Upper Glen Street in the Town of Queensbury. He said the landowner was netting about $100,000 on these particular land leases; however, he stated, he did not feel they offered appropriate comparisons since they were prime pieces of real estate located in high traffic areas. He added any improvements made to increase traffic to the Airport, such as the addition of the restaurant would be beneficial to the Airport and the economy in the region.

Mr. Westcott stated he understood Mr. McDevitt's comments to mean they were offering Mr. Schermerhorn a good deal because it was not a highly sought after area. Mr. McDevitt advised he felt both the County and Mr. Schermehorn would be benefitting from the proposed agreement. Mr. Whitehead stated he agreed with Mr. McDevitt and was hopeful the restaurant would succeed; however, he said, other means of reducing the deficit at the Airport such as what Mr. Westcott suggested earlier needed to be explored, as well. He pointed out the FAA dictated the Airport must be run as self sufficiently as possible, which was currently not occurring. He stated he was charged more money to park his car at the Airport during the Adirondack Balloon Festival than what a

transient pilot was charged to use the facilities for a day. He stated a thorough review should be completed to determine areas where additional revenue could be generated, as this was a requirement of the grant assurances through the FAA and would assist the County with reducing the current operating deficit.

Mr. Strough commended Mr. Schermerhorn for assisting the County with their efforts to move the Airport forward into the future, as he felt both the restaurant and office were assets. He pointed out both structures were generating revenue for the County that they would otherwise not receive. He added he felt these structures would lead to other events that would generate revenue, as they could be utilized for other purposes and he thanked Mr. Schermerhorn for presenting this proposition.

Mr. Taylor questioned whether the 5% annual revenue generated by the restaurant was based upon the gross or net profits and Mr. Auffredou replied it was based upon the gross profits. He stated the terms were similar to the T-hangar lease. Mr. Monroe questioned whether the properties would be included on the tax rolls and Mr. Auffredou replied affirmatively.

With regards to the office building, Mr. Westcott questioned whether the tenants for the building would be paying a lease rate based upon market rates or the lease rate the County was proposing to charge Mr. Schermerhorn and Mr. Lapper replied the leases would be based upon the market rates. He explained the lease agreement for the County was for the land only and Mr. Schermerhorn would be constructing the building out of his own pocket. In response to a question from Mr. Westcott, Mr. Auffredou advised there was no revenue sharing included in the land lease agreement for the office building; therefore, he said, the fee charged per square foot of this space was greater than what was being proposed for the restaurant building. Mr. Westcott asked whether the lease rate was based upon market value and Mr. Auffredou replied the lease rate was based upon what had been calculated as a fair and appropriate price during the research that was performed for this project. Mr. Monroe queried whether both structures would become County property at the end of the 40 year term and Mr. Auffredou replied affirmatively.

Mr. Auffredou apprised he anticipated a SEQRA review would be necessary at some point in the future for these structures. He said he felt the Public Hearing was required under the General Municipal Law; however, he said, he did not believe the FAA required a SEQRA Public Hearing and Mr. Dubarry concurred. He stated he felt the construction of the structures would be considered a SEQRA action; therefore, he felt a short EA form would be necessary and should be completed for the project.

Mr. Dubarry stated the consultant was taking care of the approval process for the Airport layout plan air space and environmental review. Mr. Auffredou pointed out this would require action by the Committee and he would like to have the SEQRA process concluded prior to the Public Hearing that was being proposed for August 15, 2014, as he felt there was a significant possibility the Board would be taking action on the proposed ground leases the same day.

Mr. Strough questioned whether Mr. Auffredou felt the SEQRA process would be necessary and he replied affirmatively. He stated because there would be land disturbance and the occupied space was increasing he strongly felt a SEQRA review would be required. He asked Mr. Dubarry if the consultants felt this action required a SEQRA review and Mr. Dubarry replied he was unsure. He explained he was aware that they were working on the federal documents. Mr. Auffredou recommended the matter be resolved prior to the July 18, 2014 Board meeting so the Board could be prepared to take whatever action was deemed necessary with respect to SEQRA so the process could be completed by the August 15, 2014 Board meeting. Mr. Girard questioned whether Mr.

Auffredou felt there would be any delays and he replied he was hopeful there would be no delays in the process. He stated the goal was to present and approve the action required for the SEQRA review at the July 18, 2014 Board meeting so it could be completed prior to the August 15, 2014 Board meeting when action would likely be taken on the ground leases.

Motion was made by Mr. Strough, seconded by Mr. Monroe and carried by majority vote with Mr. Westcott abstaining to authorize a Public Hearing on two new land leases at the Floyd D. Bennett Memorial Airport to be held on August 15, 2014 and the necessary resolution was authorized for the July 18, 2014 Board meeting.

The last item on the agenda, Mr. Dubarry stated, referred to the EAA (Experimental Aircraft Association). He apprised he wanted the Committee to be aware of the work the EAA put forth in refinishing the Air Shark airplane monument at the Floyd D. Bennett Memorial Airport. He said special thanks were necessary for George Thurston, EAA member, for his efforts to see the project through fruition, as well as Rich Air and Rozell Industries for their monetary and equipment donations to ensure the project was a success. He referred the Committee to the before and after pictures of the project that were included in the agenda packet. He reiterated he was pleased with the outcome of the project and thanked everyone involved in the process.

With regards to the pending items, Mr. Dubarry advised he had no new updates, as he was awaiting a response from the FAA.

As there was no further business to come before the County Facilities Committee, on motion made by Mr. Monroe and seconded by Mr. Strough, Mr. Girard adjourned the meeting at 11:08 a.m.

Respectfully submitted,
Sarah McLenithan, Secretary to the Clerk of the Board