WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: **HEALTH SERVICES (WESTMOUNT HEALTH FACILITY ONLY)**

DATE: **APRIL 3, 2014**

COMMITTEE MEMBERS PRESENT:	**OTHERS PRESENT:**
SUPERVISORS SOKOL	REPRESENTING WESTMOUNT HEALTH FACILITY:
CONOVER	LLOYD COTÉ, ADMINISTRATOR
FRASIER	BETSY HENKEL, COMPTROLLER
TAYLOR	PRAKASH RAPOLU, ENERNOC, INC.
MCDEVITT	DAVID MCDOUGALL, ENERNOC, INC.
	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
	GIRARD
	KENNY
	MERLINO
	SEEBER
	SIMPSON
	STROUGH
	WESTCOTT
	WOOD
	J. LAWRENCE PALTROWITZ, ESQ., OF BARTLETT, PONTIFF, STEWART & RHODES, P.C.
	JAMES MACKEY, WARREN COUNTY RESIDENT
	TRAVIS WHITEHEAD, TOWN OF QUEENSBURY RESIDENT
	DON LEHMAN, *THE POST STAR*
	THOM RANDALL, *ADIRONDACK JOURNAL*
	CHARLENE DIRESTA, SR. LEGISLATIVE OFFICE SPECIALIST
	FOR ALL OTHERS IN ATTENDANCE, PLEASE SEE ATTACHED SIGN-IN SHEETS

Mr. Sokol called the meeting of the Health Services Committee to order at 9:02 a.m.

Motion was made by Mrs. Frasier, seconded by Mr. Conover and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

Mr. Sokol stated the purpose of the meeting was to review and discuss the Cogeneration System at Westmount Health Facility and the potential terms of sale for Westmount Health Facility. He advised this would be the first in a series of weekly meetings leading up to the sale of the Facility. He said they would try to schedule the next meeting for Wednesday, April 9, 2014 immediately following the Finance Committee Meeting. He advised today's meeting would commence with a presentation from EnerNOC, Inc. pertaining to the Cogeneration Performance Assurance Contract with Siemens Industry, Inc., followed by a presentation from Paul Dusek, County Administrator, pertaining to the potential sale of Westmount Health Facility, and ending with questions from the Committee members, other County Supervisors and members of the public. He requested that all questions be held until after the presentations were completed.

Martin Auffredou, County Attorney, stated he had retained the services of EnerNOC, Inc. to perform a financial review of the Cogeneration System at Westmount Health Facility to determine its financial viability. He said the review took the form of a cash flow scenario wherein the continuing use of the Cogeneration System into the future versus returning to the power grid was reviewed. He explained various scenarios had been examined and the report had been completed and distributed to the Board of Supervisors last fall. Mr. Auffredou stated the second reason he had retained the services of EnerNOC was to review the Siemens Industry, Inc. Performance Assurance Contract and assessment of the Cogeneration's performance in supporting savings. He noted this second task was the primary focus of EnerNOC's presentation today. He commented the report had been distributed to the Board of Supervisors and to the members of the public in attendance and additional copies of the report could be made available.

Mr. Auffredou said that as they entered into the project, he and EnerNOC had shared a common objective to undergo a full fair independent review which would be non-judgmental and pre-judge no one or no thing. He stated he understood EnerNOC would identify and request documents and related information necessary to complete their tasks which would be provided. He acknowledged the assistance of Betsy Henkel, Comptroller for Westmount Health Facility; Mary Gallagher, County Auditor; and Shelly VanNostrand, Legal Assistant, in providing the necessary information to EnerNOC. Mr. Auffredou commented that he understood the amount of work completed and the enormity of the task which had been undertaken by EnerNOC. He said from the beginning EnerNOC had stressed the importance of meeting with Travis Whitehead, Town of Queensbury Resident, in order to review his report. He noted that EnerNOC had also stressed the importance of meeting with representatives from Siemens Industry, Inc. to gauge and understand the Cogeneration Facility from their perspective.

Mr. Auffredou advised he had scheduled the meetings as requested by EnerNOC and in order to preserve impartiality and independence of EnerNOC's review, no County representatives had attended or participated in those meetings. He continued by saying Mr. Whitehead had met with EnerNOC and had offered to continue to meet with them, as necessary. Mr. Auffredou informed that William Casey, Performance Assurance Engineer for Siemens Industry, Inc., had met with EnerNOC and had provided documentation as requested. He stated that Prakash Rapolu and David McDougall, of EnerNOC, Inc., would provide a Power Point Presentation to the Committee members.

Mr. Rapolu and Mr. McDougall gave a Power Point Presentation which they reviewed in detail; *a copy of the Power Point Presentation is on file with the minutes.* Pertaining to EnerNOC's Project Scope and Objective, Mr. Rapolu explained EnerNOC had been retained by Warren County to perform an independent assessment of the Siemens Industry, Inc. Performance Assurance Reports. He said EnerNOC's main objectives were to evaluate the equipment's performance since installation to determine the accuracy of the Performance Assurance Reports provided by Siemens and to validate the energy calculations used by Siemens in the Reports to date against the contract specified methodologies. He stressed that EnerNOC had performed a technical review which was in no way a contractual review.

Mr. Rapolu provided a brief background of the Performance Assurance Contract Project by noting the contract had been dated June 18, 2004 and was between Siemens Building Technologies, Inc. (now known as Siemens Industry, Inc.) and Westmount Health Facility/Warren County. He advised the Performance Assurance Contract had indicated total implementation costs of $3,497,669; anticipated Medicaid reimbursements of $2,548,746; an estimated total annual savings of $256,425; and a guaranteed total annual savings of $181,440. Mr. Rapolu noted all of this information had been gathered from the Siemens Performance Assurance Contract. He stated neither the estimated or guaranteed total savings amounts included any maintenance or technical support costs. He explained that according to the contract, as long as at least 1.6 million kWh was used per year, there would be a guaranteed savings of $139,859 in addition to the laundry operational savings of $41,581 for a total guaranteed savings of $181,440.

Mr. Rapolu mentioned the Cogeneration project included three 190 kW Natural Gas Fired Cogeneration Units along with the necessary electrical equipment and connections; the construction of an additional building to house the units; a 133-ton capacity screw chiller; a 10-horsepower cooling tower; a 500kW diesel fired back-up generator; an in-house laundry system consisting of three 60-pound washers and three 95-pound dryers; an energy management system upgrade; an electrical use monitoring system; and a kitchen equipment upgrade. He noted previous to the contract, Westmount Health Facility and the former Department of Social Services (DSS) Building were supplied with electricity through National Grid; however, he added, the Cogeneration System was designed to be completely stand-alone.

Mr. Rapolu explained Cogeneration was also known as combined heat and power (CHP) and referred to the simultaneous production of electricity and heat from a single fuel source, such as natural gas, biomass, biogas, coal, waste heat or oil. He further explained that at Westmount Health Facility, the natural gas driven internal combustion engine generated electricity while the waste heat was used to provide space heating, domestic hot water and laundry washer hot water loads.

Mr. Rapolu stated EnerNOC had reviewed all eight years of the Siemens Performance Assurance Reports; however, he continued, for heat recovery calculations, EnerNOC reviewed the Year 8 Performance Assurance Report and did not make any attempts to review the various heat recovery calculations and savings reporting methodologies submitted in the Years 1-7 Reports. He explained in Year 8, Siemens had revised their heat recovery calculations and savings reporting methodologies and had updated all of the numbers for Years 1-7 based on the revisions. He said during a site visit, EnerNOC had reviewed the energy management system readings of electrical demand and hot water temperatures against the instantaneous field measurements and found them to be within acceptable limits. He expressed that EnerNOC did not attempt to assess whether the terms of the contract were beneficial to Warren County or Siemens Industry, Inc. and he reiterated they had limited their scope to the technical and performance reporting of the contract.

Mr. Rapolu apprised there was a key difference between contract allowable savings and actual savings. He said Mr. Whitehead's analysis included actual savings numbers while the Siemens Performance Assurance Reports referred to contract allowable savings. As per contract, he continued, there were some predictions for Siemens to be able to generate the savings numbers. He presented an example, as follows:

> *Siemens set the minimum electrical production at 1.6 million kWh per year in order to guarantee the total estimated savings. In the last few years, after the demolition of the former DSS Building, the Facility was using approximately 1.1 million kWh per year. As per the contract, Siemens could take credit for 1.6 million kWh per year. Any savings reported by Siemens were more like contract allowable savings which may not necessarily be the savings that the County realized because contractual predictions were included. Using contract methodologies and specifications, contract allowable savings were determined.*

Regarding Waste Heat Recovery, Mr. Rapolu explained EnerNOC had used Mr. Whitehead's analysis and review as a starting point to complete a deeper assessment and study. He said the Cogeneration Plant produced electricity but also produced heat and it was necessary to recover as much heat as possible for use in the Facility to improve the overall efficiency of the Plant. He stated the more heat recovered the more benefits the Facility would realize. Prior to the execution of the contract in June of 2004, Mr. Rapolu informed, Siemens had completed a preliminary study which had been accomplished in four phases. He noted Phase IV had been completed in June of 2004 right before the execution of the contract. Referring to the table at the top of Slide 6, labeled "Findings", he commented this table showed that Siemens expected to recover 49,533 therms of heat per year. He said the table at the bottom of Slide 6 had been prepared by EnerNOC using a model and showed that for the last eight years the estimated average of 55,676 therms of heat per year had been recovered. He expressed more heat had been recovered than was originally estimated by Siemens and the heat recovery had been utilized for space heating and domestic hot water. He noted weather had an huge impact on gas consumption, as more gas was used in colder weather. He listed the areas of the Facility which required gas consumption as: space heating; domestic hot water; laundry hot water loads; laundry dryers; and kitchen equipment. Mr. Rapolu stated he had compared the estimated annual heat recovery numbers reported by Siemens for the last eight years to the estimated heat recovery calculations from the model created by EnerNoc and had determined that for the first five years of the contract the numbers had matched within a 10% difference. He concluded the heat recovery realized by the Facility over the last eight years had been as Siemens had promised.

Pertaining to Maintenance Services Costs, Mr. Rapolu agreed with Mr. Whitehead's assessment that maintenance costs would increase as the equipment aged. As per the contract, he continued, maintenance costs had started at approximately $45,000 for Year 1 with an energy escalation factor of 2.5% each year. He noted the contract did not specify how much the maintenance services costs would increase after the performance period of fifteen years and Mr. Rapolu opined the maintenance costs would be significant. He advised he had talked to Siemens and they had indicated maintenance costs would escalate after the performance period by 4% per year. He stated the contract total guaranteed savings of $181,440 did not include maintenance costs.

Concerning Guaranteed Savings Discrepancy, Mr. Rapolu commented during Phase I, prior to execution of the contract, Siemens had started with an annual savings estimate of $124,000 and by Phase IV, they had increased the annual savings estimate to $256,000. He noted the contract had included a pro-forma analysis for an annual savings estimate of $256,425 but the contract guaranteed savings was only $181,440. He said the reason for the difference between the pro-forma analysis savings and the guaranteed savings remained unclear and it was under the purview of the County to discuss this difference with Siemens.

Regarding Stipulated Savings Laundry, Mr. Rapolu mentioned prior to the Cogeneration Project, the laundry for Westmount Health Facility had been outsourced. He added when the Facility was provided with in-house laundry services, they were completing the laundry for both Westmount Health Facility and Countryside Adult Home. He noted the laundry savings were mentioned in the contract as a stipulated savings. He stated Siemens had estimated the laundry savings and costs for each year based on the actual laundry loads. Mr. Rapolu commented doing additional laundry at the Facility resulted in a laundry load which was much more than the baseline laundry load and in their Performance Assurance Reports, Siemens took credit for avoiding additional laundry costs. Over the last eight years of the contract, Siemens credit for avoiding additional laundry costs resulted in an increased estimated savings of $233,030. He stated EnerNOC felt laundry was a stipulated measure which need not be monitored for the actual loads and the estimated savings should not be included in the Performance Assurance Reports. He stated Siemens referenced two memos and the laundry savings methodology description provided in the Year 1 Performance Assurance Report as the basis for the County's acceptance of the additional laundry savings. He added the documents were not included in the contract as exhibits and it was up to the County to determine if they approved of the calculation procedures, as well as the additional avoided laundry costs.

Pertaining to Heat Recovery Measurements and Calculations, Mr. Rapolu stated there were some discrepancies compared to the contract and the overall total of the discrepancies was $2,000 to $4,000 per year, which was a small impact to the County. When calculating heat recovery, he noted, the contract had a specific methodology in which they specified a few parameters, such as flow meter and temperature difference which required monitoring in order to determine the amount of heat recovered. He explained the industry standard practice for determining the building heat accurately required the installation of the flow meter and the temperature measurements to be on the generation side; however, he continued, as per the contract, the hot water flow rate was measured at the point of generation and the temperature difference was measured on the load (building) side. He noted the flow meter was installed on the generation side but appeared to be non-functional for at least the last three years. He stated the temperature sensors were installed on the load side but it appeared the sensors were not used for heat recovery calculations. Mr. Rapolu stated it fell under the County's purview to determine why the flow meter was never repaired and actual valves were not used in the verification procedure by Siemens. He pointed out Figures 7a and 7b in the Power Point Presentation showed the per contract and industry standard placements for flow meter and temperature measurements.

Concerning Actual Savings versus Contract Allowable Savings, Mr. Rapolu said for the first four years of the contract, the guaranteed savings had exceeded the contract allowable savings, resulting in a total shortage of $63,369. He added for the last four years the contract allowable savings had met or exceeded the guaranteed savings. He pointed out the contract did not allow the inclusion or consideration of actual electrical production quantities or actual utility rates.

Regarding Contract Allowable Electricity Adjustment, Mr. Rapolu reiterated Siemens had guaranteed savings of $181,440 per year under the contract based on an electrical production of 1.6 million kWh per year. He said around Year 5, the former DSS Building had been removed from the Cogeneration System resulting in an actual energy usage of approximately 1.1 million kWh per year. Per the contract, he continued, Siemens could take credit for 1.6 million kWh of electrical production. He stated no adjustment had been made on the actual gas consumption. He explained in Year 8 the Facility had used approximately $80,000 worth of gas to produce 1.1 million kWh of electricity and to produce 1.6 million kWh would cost about 50% more, or approximately $120,000 worth of gas. He stated per the contract, Siemens could take credit for 1.6 million kWh while keeping the gas costs at $80,000 which would show more output with less gas usage. Mr. McDougall acknowledged this was a difficult concept to grasp and explained if everything were operating per status quo and the Facility was actually producing 1.6 million kWh of electricity then more gas would have been used. He explained adjusting the electricity production without adjusting the gas costs made it appear as if the County benefitted from 1½ times the electricity versus a cost which was a fraction of what it would have been if 1.6 million kWh had actually been produced. He stated this methodology created a gap which was so great that the numbers would always be in the favor of Siemens meeting the contractual savings.

Pertaining to Additional Items, Mr. Rapolu explained the Cogeneration average equipment operating efficiency, both before and after the former DSS Building was removed from the system, was worse than what was originally estimated and proposed by Siemens, resulting in about 35% higher gas consumption over the baseline. He noted an explanation of this should be sought from Siemens.

For non-laundry stipulated measures, Mr. Rapola continued, persistence of the measures was not considered in the contract. He presented an example of these measures by saying some equipment was only programmed to operate for a few hours a day. He stated it was not a standard engineering practice to consider a life of fifteen years for control program improvement measures without any verification strategy to ensure persistence of measures over that period. Assuming the recommended Facility improvements were implemented effectively, he said, there was no equivalent reduction observed in actual electricity usage and gas consumption of the building during the performance period when compared to the corresponding baseline values.

Mr. Rapola said under the contract, electric usage, electric power and gas therms baseline units were adjusted by energy escalation factors of 2.5% per year starting from Year 1 of the fifteen year performance period. He explained Siemens had commenced the guaranteed savings with $181,440 for Year 1 and had applied the energy escalation factor only from Year 2 and onward. He asserted EnerNOC believed the guaranteed savings of $181,440 should have had the energy escalation factor applied from Year 1. He noted all of the savings analysis and comparisons made by EnerNOC in the report considered a guaranteed savings starting at $185,976 ($181,440 plus 2.5% energy escalation factor) for Year 1.

In conclusion, Mr. Rapolu stated the savings calculated as per the contract terms for the performance project reflected a shortage of savings of $63,369 for Years 1-4 and an excess of savings of $124,694 for Years 5-8. He apprised when fixed capital costs were included the cash flow scenario became negative for each of the first eight years. He listed the fixed capital costs as: lease payments; Medicaid reimbursements; maintenance services costs; and technical support payments. Mr. Rapolu said the final slide of the Power Point Presentation reflected a cash flow analysis summary. He explained the numbers were estimates and were based on various scenarios, such as returning to the power grid.

Paul Dusek, County Administrator, distributed various handouts and gave a Power Point Presentation which he reviewed in detail; *copies of the various handouts and the Power Point Presentation are on file with the minutes.* Mr. Dusek stated the process for the privatization of Westmount Health Facility had began in early 2012. Once the decision was made to subject the Facility to the RFP (Request for Proposals) process, he continued, 417 RFP's had been sent out on December 6, 2012, with an addendum sent out on January 25, 2013. He advised four proposals had been received on February 7, 2013, as follows:

- LTC-Midwest offered $2.7 million plus $800,000 for the additional property;
- Specialty Care offered $2.2 million with no additional land;
- Fort Hudson offered $2.05 million plus $150,000 for additional property; and
- Affinity Skilled Living offered $1.6 million.

Mr. Dusek apprised that of the four proposals received, three were requested to meet with the Health Services Committee and on March 18, 2013, LTC-Midwest; Specialty Care; and Fort Hudson made presentations. He noted Affinity Skilled Living was not asked to meet with the Committee because their proposal was much lower than the other three received. After discussions, he continued, it was decided the negotiating team would meet with each of the three companies separately. He said all three proposals were within the same range, although there was a certain attraction to the LTC-Midwest proposal because it was the highest.

Mr. Dusek stated the negotiating team had met a few times with LTC-Midwest; however, he added, they had failed to respond to a request for additional information in July of 2013 and the negotiating team was not able to develop a business deal. Around the same time period, he continued, the negotiating team was actively involved in negotiations with Fort Hudson. He said their proposal price remained the same throughout the negotiations, although there had been some willingness to discuss the inclusion of additional land. He noted Fort Hudson's proposal had been $2.2 million with the inclusion of the additional land.

Mr. Dusek apprised the negotiations with Specialty Care had gone on for quite some time and resulted in the following proposed terms pertaining to the obligations of Specialty Care:
1. Specialty Care would purchase the Facility and the out building behind it with approximately 8 acres of land;
2. Specialty Care would increase their purchase price to $2.3 million;
3. Specialty Care would assume the remaining Cogeneration lease payments and in return would receive all Medicaid reimbursements due for billing for dates of service following the date of closing;
4. Specialty Care agreed to not seek to obtain a tax exempt status as the owner of a nursing home;
5. Specialty Care agreed to operate the nursing home with a minimum of 80 beds and would not seek to decertify for a minimum of five years. They would not discharge existing residents and would continue to accept Warren County residents and Medicaid/Medicare residents;
6. Specialty Care agreed to evaluate existing employees for continued work at the Facility; and
7. Specialty Care would perform a market study regarding potential uses of the County's adjoining property for elderly care services.

Mr. Dusek noted the terms outlined above were merely discussed and were in no way part of a contract. Pertaining to item no. 3, he explained, the Medicaid reimbursements were subject to continued operation of the Cogeneration System for the next seven years. Concerning item no. 4, Mr. Dusek said Specialty Care would not be eligible for tax exempt status and would not seek to become eligible which would return the property to the Town of Queensbury and Warren County tax rolls. Regarding item no. 5, he noted it was the intention of Specialty Care to continue to operate the Facility as a nursing home beyond the minimum of five years. Concerning item no. 7, Mr. Dusek said the Board of Supervisors felt the adjoining property to Westmount Health Facility had real possibilities for development and use for elderly care services and Specialty Care had indicated an interest in that possibility.

Mr. Dusek advised negotiations with Specialty Care resulted in the following terms as obligations of Warren County:
1. Warren County would assume any electrical line costs for the former annex buildings;
2. Warren County would retain all rights to Medicaid reimbursements through the closing date, as well as reimbursement of interest expenses, receivables, IGT (Intergovernmental Transfers) funds, any claims under prior or existing contracts, etc.; and
3. Warren County would guarantee the Medicaid reimbursements to be received by Specialty Care from the closing date through 2021 upon certain terms and conditions.

Mr. Dusek explained that for item no. 1, there would be a $76,350 balance remaining as of January 1, 2015 for an electrical line which used to service the former DSS Building which would remain the County's obligation as the electrical line would be of no use to the purchaser of Westmount Health Facility. Pertaining to item no. 2, he said to date Warren County had received $633,645 in Medicaid reimbursements towards the Cogeneration Project. He added there was a sum of $131,510 outstanding on appeal and there was another $795,462 anticipated. He further added there would be monies after the closing date and it was these monies which would go to Specialty Care. Concerning item no. 3, Mr. Dusek explained it was Warren County's obligation to pay the lease payments for the Cogeneration Project; however, he continued, if Warren County continued to operate the Cogeneration, they would be entitled to the Medicaid reimbursements. Conversely, he said, if Warren County transferred the Facility, Specialty Care would make the lease payments and be entitled to the Medicaid reimbursements. Mr. Dusek apprised in order to ensure Medicaid reimbursements, certain requirements needed to be met under Medicaid regulations. He stated it was important for the County to assure themselves that the buyer would meet the requirements to receive the reimbursements. He mentioned Specialty Care would be obligated to make the lease payments and await the Medicaid reimbursements. He explained the County's guarantee of the Medicaid reimbursements would only be triggered in the event that Specialty Care had completed all requirements and done everything possible to obtain the reimbursements, including the appeals process which the County had undergone. He noted the guarantee was only through 2021 and was designed to match Specialty Care's exposure to the lease payments. Mr. Dusek advised Warren County had only agreed to the guarantee because our records showed we should be receiving all of the anticipated Medicaid reimbursements. He admitted there was some risk with the guarantee but he added it neutralized the Cogeneration exposure as far as the buyer was concerned.

Mr. Dusek informed negotiations with Specialty Care also resulted with proposed terms that both parties would jointly invest $15,000 to $20,000 upon execution of the contract towards optimization of the Cogeneration Plant with each party sharing (50%/50%) the costs and no liability to Specialty Care if the sale was not completed. He noted both parties would also agree that the Performance Assurance Technical Support annual fee to Siemens Industry, Inc. would end upon execution of the contract.

Mr. Dusek emphasized this presentation was merely a summary of the proposed business deal which had been discussed with Specialty Care and the County was not bound by any of the terms as presented. He noted a contract would be drafted and would be presented to Specialty Care, the Health Services Committee and the Board of Supervisors for approval. He commented it was still early in the process involved in privatizing Westmount Health Facility.

Mr. Dusek stated a lot of information had been presented today which could be confusing and complicated. He said it was not anticipated that a decision would be made today as all involved parties needed time to study the information presented. He mentioned they felt it was important to give the Committee a complete presentation so the members could weigh all of the information prior to deciding how to proceed.

Mr. Dusek explained there were two issues before the Committee today, the first of which was whether there were any claims concerning the Cogeneration Project and he acknowledged this had been a concern and was why EnerNOC had been hired. He noted the proposed contract with Specialty Care would reserve all of the County's contractual rights including any pertaining to the Cogeneration System. The second issue, he continued, was to determine whether or not the County should sell Westmount Health Facility. He reminded the Committee members that the Board of Supervisors had wanted certain assurances if they were to sell Westmount Health Facility, including: continued operations as a nursing home with plans to expand the operations; continued availability of the nursing services for Warren County residents and Medicaid/Medicare residents; the opportunity for current Westmount Health Facility employees to retain their jobs; and some sort of a legal structure whereby the County could transfer the Facility in a responsible fashion. Mr. Dusek advised the Specialty Care proposal met all of these assurances with the exception of plans to expand the operations at Westmount Health Facility; however, he reiterated, Specialty Care had agreed to the completion of a marketing study regarding potential uses of the County's adjoining property for elderly care services.

Mr. Dusek acknowledged there had been concerns pertaining to how the Cogeneration Plant would affect or relate to the sale of the Facility and if the sale of the Facility would impact any claims the County had regarding the Cogeneration. He said it was important to ensure the Board of Supervisors and the public were presented with information regarding the Cogeneration Plant in order to obtain a comfort level concerning the sale of the Facility. He advised the County could preserve their rights pertaining to the Cogeneration Project and the contract with Siemens but they could also determine whether or not to sell the Facility. He stated the Cogeneration Plant was not impacting the ability to sell the Facility and Specialty Care was willing to assume the lease payments and await Medicaid reimbursements. Mr. Dusek advised the Board of Supervisors had an opportunity to both look into sale of the Facility and pursue any claims against Siemens. He mentioned the lease payments on the Cogeneration Plant would conclude in 2018 and the reimbursements through 2021 were calculated at approximately $1 million based on an assumed sale date of January 1, 2015. If the County made a lease payment, he continued, it would change the dynamics between the lease payments and the reimbursements, so the sale price of the Facility would need to be adjusted accordingly.

Mr. Sokol asked if there were any questions from members of the Health Services Committee. Mr. Conover pointed out that Mr. Rapolu had explained that due to the removal of the former DSS Building, the energy production was reduced to approximately 1.1 million kWh which was adjusted by Siemens to 1.6 million kWh for the purposes of the Performance Assurance Reports. He said this made sense because the contract had been based on the Cogeneration Plant servicing the former DSS Building, as well as Westmount Health Facility; however, he asked, if there had been a corresponding adjustment on the gas consumption. Mr. McDougall stated it was natural for a company that enters into a performance contract to place protections for themselves within the agreement. One of the protections for Siemens, he continued, was in how much energy was estimated to be produced. He said savings were greater when there was less consumption and more production and a baseline was established. He commented the baseline had been set at the maximum which left no leeway for the County to produce less energy and trigger any guaranteed savings. If the baseline had been set at 1.4 million kWh, he continued, an adjustment could be made based on the calculations of the amount of gas necessary to produce 1.4 million kWh of electricity. He noted the question was theoretical and was difficult to answer and Mr. Conover pointed out there was no inclusion in the contract for an adjustment on gas consumption and Mr. McDougall agreed. Mr. Conover stated this was an area which warranted further discussion. Mr. Rapolu acknowledged there was no inclusion for adjusted gas consumption in the contract but he noted for informational purposes this had been presented in Tables 11 and 12 of the EnerNOC report using actual operating efficiencies.

Pertaining to heat recovery calculations, Mr. Taylor pointed out Mr. Rapolu had indicated Siemens had changed their heat recovery calculations for Year 8 and he asked if EnerNOC had tested the new calculations for accuracy. Mr. Rapolu replied affirmatively and explained EnerNOC had taken the trend data collected in the energy management system and provided by the County for Year 8 and estimated the monthly heat recovery quantities and compared those numbers with the ones provided by Siemens. He added the Year 8 numbers matched well within the limits. For Years 6 and 7, he continued, they had completed a quick comparison and those numbers had also matched.

Mr. McDevitt said he had difficulty understanding the Siemens Performance Assurance Reports over the last 4 or 5 years and he read the following from the EnerNOC Power Point Presentation regarding the Guaranteed Savings Discrepancy:

> *In the contract - guaranteed savings were lower than the pro-forma savings estimate. The pro-forma analysis that was included in the contract document was not updated with the guaranteed savings estimate and the reason for the difference in savings*

numbers remains unclear. The above issues warrant further investigation by the County.

Mr. McDevitt said when looking at actual savings versus contract allowable savings, he had difficulty understanding, as actual was actual and projections did not generate savings. Mr. McDougall explained the use of actual savings versus contract allowable savings was normal in performance contracts. He presented an example of a performance contract involving lighting and noted if the lights were never used, the actual savings would be zero dollars and if the lights were used more than had been estimated, the consumption would be higher. He stated there would be scenarios where baselines and limits in performance contracts were normal and the question was which numbers were correct. With regards to the possibility of privatizing Westmount Health Facility, Mr. McDevitt said he needed more information and further discussion on the matter. He stated he was troubled by the concept of Warren County guaranteeing the Medicaid reimbursements to Specialty Care. Mr. Dusek replied the matter had been included for the purposes of the summary; however, he continued, there was much more to how the guarantee would work and the requirements of the guarantee and the Committee would have an in depth discussion on the details.

Mr. Sokol asked if any of the other Supervisors in attendance had questions. Mr. Westcott referred to a document which EnerNOC had distributed in December of 2013 and he thanked Messrs. Rapolu and McDougall for their presentation today and commended them on the document which he said contained outstanding information. He expressed that page 2 of the document went outside the scope of the discussion of the contract with Siemens and he felt it had great relevancy to the proposed sale of the nursing home and the Cogeneration. He inquired about the net loss of electricity and gas over the last 8 years and he asked if EnerNOC was stating that if the Facility had been on the grid for the last 8 years, then the Cogeneration Project had actually lost approximately $147,000. Mr. McDougall responded the analysis had been completed and he noted that gas prices had dropped which had been a major factor in the report. Mr. Rapolu interjected the information on page 2 of the document was only related to the Cogeneration System which produced a certain quantity of electricity and used a certain amount of gas. He added because Westmount Health Facility was completely off the grid, EnerNOC did not have access to certain information, such as historical electrical demand and usage rates. He explained they had gone to the National Grid website and looked at their recommendations and guidelines for the average historical rate for this grid for the last 8 years. Based on those assumptions, he continued, the information presented was the net difference between the amount of electricity produced and what it would have cost if the Facility had been on the grid minus the amount of gas consumption. Mr. Westcott summarized if the Facility had been on the grid for the last 8 years, they would have saved approximately $147,000 and Mr. Rapolu replied affirmatively. Mr. Westcott apprised over the course of 8 years the County had paid $3.4 million to Siemens for the Cogeneration and he wanted everyone to understand that the Facility would have been more efficient if it had remained on the grid. Mr. Rapolu agreed and noted maintenance and technical support costs had not been included by Siemens when determining savings for the Performance Assurance Reports. Mr. McDougall advised the Cogeneration System had an absolute cost and then there had been capital upgrades which had been included. He said it might be worthwhile to differentiate between the two costs because some of the capital upgrades might have been purchased with or without the Cogeneration System.

Referring to page 1 of the same document, Mr. Westcott said the table indicated Medicaid reimbursements of $1.262 million were anticipated and if you considered Medicaid funds to be taxpayer money, then the total cost of the Cogeneration over the balance of the life of the project was approximately $3.1 million and if you subtracted the Medicaid reimbursements it was approximately $1.8 million. Mr. Rapolu agreed with Mr. Westcott’s assessment. Mr. Westcott apprised if the Cogeneration System was taken offline and the Facility returned to the grid, EnerNOC had estimated a cost of $1.3 million. Mr. Rapola replied affirmatively and noted the figure included some assumptions and guidelines provided by the United States Department of Energy Information Administration. Mr. Westcott opined EnerNOC had presented a very compelling case to take the Cogeneration Plant offline and return to the grid and Mr. McDougall interjected that was true from a cost standpoint. Mr. McDougall clarified if the obligation for the lease payments were not there, then there was a compelling case to return to the grid. He added the estimated cost of returning to the grid was not a firm number and was therefore a variable. Mr. Beaty asked if the cost of returning to the grid was $20,000 to $40,000 and Mr. Rapolu replied affirmatively and noted the information had been obtained from a representative of National Grid and was merely an estimate.

Mr. Westcott referred to a document created by Mr. Whitehead entitled "Contract Language that Distorts Savings and Costs Us Money" and said the document made a compelling case that the savings reported by Siemens were overstated; *a copy of the document is on file with the minutes.* Pertaining to the table at the bottom of the document, Mr. Whitehead explained category "A" was information regarding electricity and the numbers were in line with the EnerNOC reports. He added category "B" pertained to gas utility costs and the numbers were very close to those reported by EnerNOC. He advised category "C" was avoided laundry costs and category "D" was maintenance costs and he noted in comparing the Cogeneration System to returning to the grid it was important to note that National Grid did not separate out the maintenance cost, while Siemens did. He apprised Mr. Whitehead's document made a compelling case that Siemens had overstated the savings by approximately $1.2 million.

Mr. Strough asked if the bottom line of the issue was that Siemens did not meet their contractual claims with regards to the Cogeneration Plant. Mr. Auffredou responded based on the information presented by EnerNOC, that was a conclusion which could be drawn. He noted Mr. Dusek had mentioned the proposed sale of Westmount Health Facility would include the County retaining any claims under prior or existing contracts and EnerNOC had recommended a few issues be investigated. Mr. Auffredou stated based on the numbers reported by EnerNOC, the answer to Mr. Strough's question was that Siemens had not met their contractual claims with regards to the Cogeneration Plant. Mr. Strough asked if a dollar amount would be determined and Mr. Auffredou pointed out EnerNOC had provided dollar amounts although there were other items which the Committee could discuss.

Referring to the EnerNOC EfficiencySMART Assessment - Final Report, Mr. Conover asked where the pro-rata adjustment had been made on Table 12, Page 28 of the Report; *a copy of the report is on file with the minutes.* Mr. Rapolu responded the two rows which had comments that were highlighted in red was where the pro-rata adjustment had been made. Mr. Conover asked how the adjustment affected the bottom line and Mr. Rapolu replied it affected the overall savings excess or shortage including fixed costs. Mr. Rapolu continued when making adjustments on the gas quantity it changed the gas costs. He advised Table 12 included the fixed capital costs and was not per contract. Mr. McDougall asked if it was fair to say that Table 12 was a true representation of actual cash flow and Mr. Rapolu replied in the negative. Mr. Rapolu explained there were two adjustments in Table 12: one was gas consumption which was adjusted in proportion to electrical production; and the other was the consideration of fixed capital costs. Referring to Table 11, Page 27 of the Report, Mr. Rapolu said this was the same table as Table 12 with the exception that fixed capital costs were not included. Mr. Conover acknowledged the contract had been based on a certain scenario and removing the former DSS Building from the Cogeneration System, had been used by Siemens as a reason to make adjustments but he noted adjustments needed to be balanced. He asked for a comparison between the adjustments and if no adjustments had been made and Mr. Rapolu responded that would require a comparison between Table 11 and Table 7 on Page 19 of the Report. He explained Table 7 reflected contract allowable savings without fixed capital costs and Table 11 reflected contract allowable savings with gas adjustment and without fixed capital costs.

Mr. Merlino asked if the estimated cost to return to the grid provided by National Grid was just for supply of electricity and he noted National Grid now charged delivery fees on top of the amount of electricity used. Mr. Rapolu replied the estimate included supply and delivery charges; however, he pointed out, the historical guidance rates provided by National Grid might or might not be the actual rates which the Facility would be charged. He further explained that in their estimate, National Grid had looked at the entire portfolio of customers in the region and presented the average rate. He noted the gas rate was different for Cogeneration supply than for residential heating supply.

Mr. Beaty opined the EnerNOC Report was very revealing and he added the original contract seemed to favor Siemens and not Warren County. He stated it was not allowable under the contract to compare actual electrical production quantities and utility rates which allowed Siemens to take credit for guaranteed savings when there were no savings. He said the contract was full of discrepancies and it might be of financial advantage to return to the grid. He stated the Cogeneration System and the contract with Siemens needed to be addressed prior to selling Westmount Health Facility. He agreed with Mr. McDevitt and said he also had an issue with guaranteeing the Medicaid reimbursements to Specialty Care. He thanked EnerNOC for a great report and commended Messrs. Dusek and Auffredou on hiring EnerNOC for the independent study.

Mr. Dusek apprised it was important to keep the two issues separate and he disagreed with Mr. Beaty noting he did not feel the Cogeneration issue needed to be resolved prior to the sale of Westmount Health Facility. He mentioned the rights of the County pertaining to the contract with Siemens would be preserved. He stated it was possible to proceed with the sale of the Facility as it would not be impacted by Warren County's prior business with Siemens regarding the Cogeneration. He added the Medicaid reimbursements were still expected to be received and would match the lease payments which were due in the future. Mr. Dusek informed taking the Cogeneration offline would nullify some of the Medicaid reimbursements, meaning if the County was still exposed to the lease payments there would be no means to recoup the monies. He pointed out that outstanding lease payments were approximately $1 million and EnerNOC's presentation only revealed a discrepancy of $63,369 short of the guaranteed savings for the first four years of the performance contract. Mr. Dusek asked the Committee members to consider the multi-year budgeting plan which indicated an anticipated deficit for Westmount Health Facility of $2,179,313 for 2015 if IGT Payments were not received; *a copy of the multi-year budgeting plan is on file with the minutes.* He stated even if the County was successful in getting out of the lease payments, the time it would take to do so would expose them to further liability and losses at the Facility. He explained he had asked for information in order to determine if it would be feasible to continue to operate the Cogeneration System until 2021 to determine if the lease payments and Medicaid reimbursements would balance out. He opined the fact that they were able to negotiate the terms with Specialty Care tells him that the Cogeneration System would not affect the ability to sell the Facility. He advised if the terms of the sale were favorable, it was possible for the County to cut their losses by selling Westmount Health Facility and continue to pursue the history of contract issues with Siemens. He stressed the fact that the sale of Westmount Health Facility and the Cogeneration Performance Assurance contract with Siemens were two separate issues and if the County tried to resolve the Cogeneration issue prior to sale of the Facility it could take some time.

Mr. Beaty asked if it were possible to eliminate the Cogeneration System from the proposal to Specialty Care and still pursue the contract issues with Siemens. Mr. Dusek said the Cogeneration System could be eliminated from the sale of the Facility; however, he reiterated, the County would be exposed to approximately $1 million in lease payments and would not be entitled to the reimbursements from Medicaid. He advised Mr. Beaty's suggestion was a risk and through negotiations with Specialty Care, the sale of the Facility with the Cogeneration System would eliminate that risk. He noted he did not believe Specialty Care had a preference between the Cogeneration System or being on the grid, as long as the cost was about equal. Mr. Beaty stated the buyer would be receiving a guarantee of the Medicaid reimbursements and would probably save a lot of money by placing the Facility back on the grid and Mr. Dusek disagreed and noted EnerNOC's presentation showed the costs were about equal. Mr. Beaty stated EnerNOC's presentation showed a discrepancy of $63,369 short for the guaranteed savings for the first four years of the contract and a discrepancy of approximately $223,000 from the additional avoided laundry costs. He added there had been several areas in which EnerNOC had suggested the County should investigate. He reiterated that the County should sell Westmount Health Facility and not include the Cogeneration System. Mr. Dusek asserted that course of action would expose the County to $1 million in lease payments. Mr. Auffredou apprised the proposal for sale of Westmount Health Facility to Specialty Care would reduce or eliminate much of the County's risk. He agreed with Mr. Beaty that there might be additional funds which Warren County would be entitled to under the contract; however, he added, those rights would be preserved under the terms which had been negotiated with Specialty Care. Mr. Rapolu apprised the discrepancy of $63,369 short for the guaranteed savings for the first four years of the contract excluded the laundry savings which had already been taken out.

Mr. Girard asked if the County would have lost even more money if the former DSS Building had remained on the Cogeneration System and Mr. McDougall replied the outcome would have been more favorable to the County as they would have lost less money because the baseline would have been higher and the system would have been more efficient. Mr. Girard opined some of the lost funds were through the fault of the County in deciding to relocate the former DSS Building and Mr. McDougall agreed and reiterated removing the former DSS Building affected the baseline and the efficiency of the equipment.

Mr. Westcott asked if the total cost of the contract with Siemens had been approximately $3.4 million and Mr. Dusek replied affirmatively and noted that included not only the Cogeneration System but also the other improvements to the Facility. Mr. Westcott asked the amount received thus far in Medicaid reimbursements and Mr. Dusek replied for 2007 through 2013 the County received $633,645.74; on appeal which had been approved the County would receive $113,510; still being appealed for 2009 through 2013 was an additional $795,462 and there was no reason to believe it would not be received; and for 2014 through 2046 additional funds would be received regarding the depreciation of the equipment. He added regardless of the changes to the Medicaid System which were currently being imposed, the best available information was that the reimbursements from Medicaid would continue through 2021. He expounded there were too many nursing home facilities which were relying on the Medicaid reimbursement, although there were no guarantees. He commented right after the Cogeneration Project was completed the State had informed that Medicaid reimbursements would not be forthcoming; however, he noted, Saratoga County had fought and won their appeal and Warren County had benefitted from their actions.

Mr. Westcott summarized there was a balance of $2.5 million owed in Medicaid reimbursements and the County was confident in receiving $1.5 million on appeal and the County would sell the Facility and $1.2 million in Medicaid reimbursements would be owed to Specialty Care. Mr. Dusek said everyone seemed to be using different numbers but he noted he was anticipating a higher number than $1.2 million through the end of the contract, as his calculation had been $1.4 million. He stated from 2015 through 2021 the lease payments were roughly $1 million and the reimbursements through that period would also be roughly $1 million. He said in negotiations with Specialty Care it was made clear that the lease payments and Medicaid reimbursements for 2015 through 2021 would balance out. After 2021, he continued, there would probably be about another $400,000 and Specialty Care had pointed out that 2021 was a long way into the future and there was no guarantee those monies would be received; however, he noted, the possibility of the additional $400,000 had been a means of getting Specialty Care to increase their offer from $2.2 million to $2.3 million.

Mr. Westcott inquired about the total of the outstanding IGT Payments and Mr. Sokol replied approximately $2.8 million. Mr. Westcott apprised the County was owed $2.5 million in Medicaid reimbursements on the Cogeneration Project and $2.8 million in IGT Payments. He added the County was confident in the receipt of the Medicaid reimbursements but were not confident that IGT Payments would be available in the future and were therefore projecting huge losses at Westmount. Mr. Dusek explained IGT Payments were a totally different funding stream than Medicaid reimbursements for the Cogeneration Project. He further explained IGT monies were derived from a difference in funding between the State and Federal Governments which benefitted the County. He said the County was currently owed IGT Payments for the past two years and there was every reason to believe the funds would be received. He stated the concern with future IGT Payments stemmed from the fact that the State and Federal Governments had made no assurances the funding would continue into the future. Medicaid reimbursements for the Cogeneration Project, he continued, were from a different funding stream and they were confident that the reimbursements would continue into the future.

Mr. Westcott commented the proposed sale price for Westmount Heath Facility, an 80 bed nursing home, was $2.3 million which equated to $28,750 per bed. He mentioned Essex County had recently sold their 100 bed nursing home for $4,050,000 which equated to $40,500 per bed. He said Saratoga County had recently sold their 239 bed nursing home for $14.1 million which equated to $58,995 per bed. Within the perspective of Saratoga and Essex Counties sale of their nursing homes, he opined, the sale price for Westmount Health Facility was low. Mr. Dusek stated the sale of Westmount Health Facility had been put out to bid through the RFP process and the Cogeneration System did not appear to impact the proposals received. He said in all the communication and conversation with the bidders it appeared that $2.1 million to $2.3 million seemed to be a reasonable price for a facility the size of Westmount Health Facility. He commented Westmount was a much smaller facility than the nursing home recently sold by Saratoga County, as well as being smaller than the nursing home recently sold by Essex County. He stated the Committee could discuss the sale price in further detail and it might be beneficial to discuss the matter with Specialty Care, as they had purchased a number of facilities and could present statistical information which might be helpful.

Mr. Sokol mentioned a letter had been received from the State that indicated an IGT Payment of $1.4 million from 2012 could be expected in June of 2014.

Mr. Strough asked if an appraisal had been completed on Westmount Health Facility and Mr. Dusek replied in the negative and noted the Committee had decided the RFP process would be adequate in determining the value. Mr. Strough asked if the adjacent 23 acre parcel had been appraised and Mr. Dusek replied in the negative and noted the parcel was not included in the sale. Mr. Strough mentioned the 23 acre parcel was zoned for residential use and was probably valued at approximately $200,000. He said if the parcel was re-zoned for office use the value would increase and could be as much as $1 million. He noted the use of the land for elderly care services would be allowable if it were zoned for office uses.

Mr. Conover asked if the County would discuss the results of the EnerNOC Report with Siemens and he noted there would be an administrative process before any legal action was taken. Mr. Auffredou said he had been thinking about legal strategies and would be discussing those strategies with the County Administrator and the Board of Supervisors; however, he added, he would like to hold those discussions for another day.

Mr. McDevitt thanked Mr. Rapolu and Mr. McDougall and commented they had done an excellent job on their presentation. He thanked Mr. Auffredou for selecting EnerNOC, Inc. for an independent review of the Siemens Performance Assurance Contract. Mr. Auffredou stated he appreciated the commitment and time that Messrs. Rapolu and McDougall had given to Warren County and said it had been a pleasure working with them.

Mr. Sokol asked if there were any comments or questions from members of the public who were in attendance.

James Mackey, Warren County Resident, informed he was recently retired from Siemens Industry, Inc. where he had been responsible, on three continents, for all of the power generation equipment and prior to that, he continued, he had held the same position with Westinghouse Electric Company. He added prior to Westinghouse, he had held the same position with General Electric in Schenectady. After retirement, he continued, he had worked for Siemens and other companies as an expert witness and consultant on claims related to projects, such as the Cogeneration Project. He said he was also a member of the American Arbitration Association Panel and he opined he had a fair amount of experience, particularly with larger facilities. He stated he was familiar with the Siemens culture because in his last few years with Siemens his time had been spent settling claims. He said he had dealt with a lot of engineering firms and he felt EnerNOC, Inc. had done a great job with their independent review. Mr. Mackey concluded Siemens Industry, Inc. had legally stolen from Warren County; however, he continued, the County was responsible for this theft because they had failed to seek the opinion of an independent law firm prior to execution of the contract. Another reason the County was responsible for the theft, Mr. Mackey opined, was because they did not seek an independent engineering review until after the eighth year of the performance assurance contract. Pertaining to the potential sale of Westmount Health Facility, Mr. Mackey opined, based on what he had seen and heard today, he questioned the ability of Warren County to complete a fair risk assessment with this contract. He recommended the County hire a third party independent risk assessment company to present the true facts concerning the correct strategy and content of the contract.

Mr. Whitehead said he was pleased with the presentation by EnerNOC and he felt their analysis was correct although there were a few items he would disagree with. He voiced his concern that seven years later they were still talking about the same issues which had been raised by members of the public at the start of the Cogeneration Project. He opined if those matters had been taken more seriously seven years prior, the County would be in a better position for discussing a proposed sale of Westmount Health Facility. Mr. Whitehead stated Saratoga County had faced a similar situation and it had been determined that they should re-connect to the grid. He noted Saratoga County did not put the facility up for sale until after it was placed back on the grid. He mentioned there had been seven proposals received and Saratoga County had ultimately sold their nursing home for $14.1 million and an agreement to invest an additional $2.5 million on improvements to the facility. Mr. Whitehead stated Westmount Health Facility was a good facility which was currently under outstanding management. He said the County was down to one bidder for Westmount and had no idea of the actual value. He said there were concerns with claims on the Siemens contract, possible lawsuits regarding Medicaid and the receipt of IGT Payments. He said he understood there was a problem with timely payments and reimbursements from the State but he felt it was disingenuous to make the situation at Westmount Health Facility look so dire. He opined the RFP for the sale of Westmount Health Facility should be reissued without the inclusion of the Cogeneration System. He said he did not understand the purpose of arguing about the $1.2 million in Medicaid reimbursements which would either be collected by Warren County or the buyer of Westmount Health Facility. He referred to Medicaid reimbursements as "tax money coming out of his pocket versus him having to pay County taxes" and he said to him they were both the same thing. Mr. Whitehead opined Mr. Dusek made it seem as if the $1.2 million in Medicaid reimbursements was the reason it made sense to continue Cogeneration operations; however, he added, to him it was just additional tax monies from another source. He opined the science clearly showed that the Cogeneration System operated at a loss on a yearly basis. He said if you looked at it from that standpoint and did not ask the government to make up for the County's bad decisions, then the decision was clear.

Mr. Mackey recommended Warren County not pursue any type of legal action against Siemens Industry, Inc. He stated the contract was clearly loaded in Siemens favor. He advised Siemens would retain the services of several high powered lawyers and they rarely lost litigation claims against them. He opined normally businesses which bought or sold property on the basis of one bid would seek an independent appraisal.

Mr. Sokol said his understanding was the process of selling Westmount Health Facility would take 12 to 14 months. Mr. Dusek stated it would take about two months to draft the contract and about nine months to a year to receive the necessary State approvals. He noted the process had commenced last year and he did not feel there was any reason to rush; however, he added, he encouraged the Committee to continue to move forward.

Mr. Auffredou announced the County had retained the services of J. Lawrence Paltrowitz, Esq., of Bartlett, Pontiff, Stewart & Rhodes, P.C., to assist in the contract for the sale of the Westmount Health Facility. He noted once a decision was made, he and Mr. Paltrowitz would press to complete the sale as expeditiously as possible.

As there was no further business to come before the Health Services Committee, on motion made by Mr. Conover and seconded by Mr. McDevitt, Mr. Sokol adjourned the meeting at 11:29 a.m.

Respectfully submitted,
Charlene DiResta, Sr. Legislative Office Specialist