

**Agenda**  
**Public Works Committee – Parks, Recreation & Railroad**  
**Department of Public Works**  
**January 22, 2020 – 10:00am**

Committee Members: *CONOVER, Hogan, Leggett, Braymer, Bruno, Magowan, Merlino, Strough, Wild*

**I. Committee Meeting Call to Order..... Chairman Conover**

**II. Motion to Approve Minutes of Prior Committee Meeting..... Chairman Conover**

**III. Action Agenda/New Business**

**Page**

1-4 Resolution Request: Club Snowmobile Funding  
Rationale: Annual Agreement.....Tim Benway

5-6 Resolution Request: Amend Lyme Timber Agreement (Hague)  
Rationale: Insufficient Funding .....Tim Benway

**IV. Referral/Pending Items**

1) Resolution No. 584, Declaring the Boston and Maine Caboose located at the Thurman Station as Surplus Property, was tabled at the December 20th Board Meeting and sent back to Committee for further discussion. (12.20.19)

**V. Information for Discussion/Review**

**Page**

Revolution Rail..... Michael Dupee  
Mike Kelly's Equipment on the rail..... Kevin Hajos  
7 Adverse Abandonment Decision from STB on SNCRR Track..... Kevin Hajos

**VI. Privilege of the Floor to discuss any additional items to come before the Committee**

**VII. Motion to Adjourn**

## RESOLUTION REQUEST FORM NO. 3

### *Request for New Contract*

DEPARTMENT NAME: Parks, Recreation & Railroad

DATE: 1/22/20

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Authorizing agreements between Warren County and the snowmobile club, Hague Sno-Goers for snowmobile trail maintenance and equipment.**
- (c) Name of Contractor: **Thomas Haskell, President**
- (d) Address of Contractor: **448 New Hague Rd.  
Hague N.Y. 12836**
- (e) Contractor's Contact Person and Telephone Number: **(518) 585-9890**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **1/1/20**
- (h) Termination Date of Contract: **12/31/20**
- (i) Payment Provisions:
  - i) lump sum amount **\$9,000.00**
  - ii) hourly rate amount
  - iii) total amount not to exceed **Same as above**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **Parks, Recreation & Railroad, A7110 .470 Contract \$9,000****

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS

**RESOLUTION REQUEST FORM NO. 3**

**Request for New Contract**

**DEPARTMENT NAME: Parks, Recreation & Railroad**

**DATE: 1/22/20**

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **Authorizing agreements between Warren County and the snowmobile club, Thurman Connection for snowmobile trail maintenance and equipment.**
- (c) Name of Contractor: **Ken Brooks, President**
- (d) Address of Contractor: **133 Bear Pond Road  
Athol N.Y. 12810**
- (e) Contractor's Contact Person and Telephone Number: **(518)696-5193**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **1/1/20**
- (h) Termination Date of Contract: **12/31/20**
- (i) Payment Provisions:
  - i) lump sum amount **\$27,000.00**
  - ii) hourly rate amount
  - iii) total amount not to exceed **Same as above**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: Parks, Recreation & Railroad, A7110 .470 Contract \$27,000**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

*RESOLUTION REQUEST FORM NO. 3*

*Request for New Contract*

DEPARTMENT NAME: Parks, Recreation & Railroad

DATE: 1/22/20

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Authorizing agreements between Warren County and the snowmobile club, Northern Warren Trailblazers for snowmobile trail maintenance and equipment.**
- (c) Name of Contractor: **Adam Riley, President**
- (d) Address of Contractor: **P.O. Box 613  
Chestertown N.Y. 12817**
- (e) Contractor's Contact Person and Telephone Number: **(518)745-1519**
- (f) Has or will the Contract be provided, if so, please attach: No
- (g) Commencement Date of Contract: **1/1/20**
- (h) Termination Date of Contract: **12/31/20**
- (i) Payment Provisions: i) lump sum amount **\$27,000.00**
  - ii) hourly rate amount
  - iii) total amount not to exceed **Same as above**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **Parks, Recreation & Railroad, A7110 .470 Contract \$27,000****

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS

**RESOLUTION REQUEST FORM NO. 4**

***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Parks, Recreation & Railroad**

**DATE: 1/22/2020**

- (a) Purpose of Contract Change: **Authorizing snowmobile license agreement amendment between Warren County and Lyme Adirondack Timberlands I, LLC for a balance owed in the sum of \$95.00**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **350 of 2019**
- (c) Name of Contractor: **Lyme Adirondack Timberlands, LLC**
- (d) Address of Contractor: **Prentiss & Carlisle  
123 Quaker Rd. - Suite 107  
Queensbury, N.Y. 12804**
- (e) Contractor's Contact Person and Telephone Number: **Ed Konwinski,  
(518) 793-4481**
- (f) Commencement Date of Extension: **Upon execution**
- (g) Termination Date of Extension: **April 15, 2020**
- (h) Payment Provisions:
  - i) lump sum amount **\$95.00**
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A 7110 Parks, Recreation & Railroad, .411 Rent-Building / Property, \$95.00**

Sample: A.1010 470 Legislative Board – Contract Sxx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

\*as listed in budget and LOGOS

LYME ADIRONDACK TIMBERLANDS I, L.L.C. AMENDMENT

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual agreements, undertakings and consideration to be paid and received, the receipt and adequacy of which the parties hereby acknowledge, it is UNDERSTOOD and AGREED by and between Lyme Adirondack Timberlands I, LLC and The County of Warren, Route 9, Lake George, NY 12845 under License Agreement NY-1044-SM, (the "Agreement"), executed by and between the parties hereto on 13<sup>th</sup> day of December 2019 and the same hereby is, amended as follows:

1. To replace content under Section #4 with the following terms:

4. Consideration for License. Licensee shall pay Licensor the sum of Three Thousand Two-Hundred Eighty-Dollars (\$3,280.00), which shall be delivered upon execution of this License Agreement.

2. To replace content under Section #5 with the following terms:

5. Term of License. The term of this Agreement (the "Term") shall commence on the date that Licensor signs and dates a counterpart of this License which has been previously signed by Licensee and delivered to Licensor. **No trail maintenance or riding may commence until the License Agreement is fully executed.** Unless revoked earlier by Licensor in accordance with this Agreement, recreational use of the Trail shall commence on December 16, 2019 and shall terminate on April 15, 2020.

Except as altered, modified and amended to the extent and in the particulars set forth above, the said parties do hereby ratify and confirm all and singular the other provisions of the Agreement which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Lyme Adirondack Timberlands I, LLC

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

Its: Authorized Agent

County of Warren

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

Authorized Agent

50060  
DO

SERVICE DATE – DECEMBER 18, 2019

SURFACE TRANSPORTATION BOARD

DECISION

Docket No. AB 1261

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
—ADVERSE ABANDONMENT—  
SARATOGA AND NORTH CREEK RAILWAY IN TOWN OF JOHNSBURG, N.Y.

Decided: December 17, 2019

On September 10, 2018, the New York State Department of Environmental Conservation (the Department) filed an application under 49 U.S.C. § 10903 requesting a third-party, or “adverse,” abandonment by the Saratoga and North Creek Railway (SNCR) of approximately 29.71 miles of rail line between milepost NC 0.0 at North Creek, N.Y., and its terminus at milepost NC 29.71 near the former Tahawus Mine (the Line). Notice of the application was served and published in the Federal Register on September 28, 2018 (83 Fed. Reg. 49,151).

At the Department’s request, the Board held the proceeding in abeyance in October 2018 to permit negotiations with a potential purchaser of the Line. By decision served on August 29, 2019, the proceeding was removed from abeyance at the Department’s request (after negotiations were discontinued) and a procedural schedule was set. Following that decision, the Board received several comments. As relevant here, on September 30, 2019, the Department requested that the Board issue a Certificate of Interim Trail Use or Abandonment (CITU) over the Line. On October 18, 2019, the Department filed a letter co-signed by SNCR stating that it had discussed the Department’s CITU request with SNCR and that SNCR is willing to negotiate with the Department for trail use. The letter states that SNCR does not object to the Department’s abandonment application and will participate on a voluntary basis. The letter further states that SNCR irrevocably represents that the public convenience and necessity favor abandonment of the Line.

The Board has become aware of an action pending in the U.S. District Court for the Northern District of Illinois (District Court) in which, as part of a loan default proceeding, the San Luis & Rio Grande Railroad, Inc. (SLRG), was placed into receivership. See Big Shoulders Capital LLC v. San Luis & Rio Grande R.R., Case No. 19-cv-06029 (N.D. Ill.). On October 18, 2019, the District Court issued an order expanding the receivership to include certain SLRG affiliates and subsidiaries, including SNCR. Big Shoulders Capital, Case No. 19-cv-06029 (Oct. 18, 2019 Amended Receivership Order) (N.D. Ill.). The Amended Receivership Order authorized the receiver to take possession, custody and control of all receivership assets and enjoined all receivership parties from “commencing, prosecuting, continuing or enforcing any suit or proceeding against or affecting Receivership Parties or any part of the Receivership

Assets.” Id. at 8-9. In its Initial Report of Property and Known Liabilities, the receiver listed SNCR’s track and roadbed as an asset. Big Shoulders Capital, Case No. 19-cv-06029 (Nov. 8, 2019 Initial Report, App. 2) (N.D. Ill.). After SLRG was placed in receivership, several creditors filed an involuntary bankruptcy petition against SLRG in the U.S. Bankruptcy Court for the District of Colorado.<sup>1</sup> In re San Luis & Rio Grande R.R., Case No. 19-18905-TBM (Bankr. D. Colo.). Both proceedings are still open and before the courts.

Accordingly, SNCR is directed to file a supplemental submission explaining whether and how the pending receivership and bankruptcy cases affect this proceeding, including the effect of any stays in those cases. SNCR is further directed to notify the receiver and the U.S. Trustee of this proceeding by providing them a copy of this decision and notify the Board that it has done so within five days of service of this decision.

It is ordered:

1. SNCR shall serve a copy of this decision on the receiver and the U.S. Trustee and notify the Board that it has done so within five days of the service date of this decision.
2. SNCR shall file the supplemental information described above by January 15, 2020.
3. This decision is effective on its service date.

By the Board, Allison C. Davis, Director, Office of Proceedings.

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<sup>1</sup> The petitioning creditors included San Luis Central Railroad Co., one of the parties to the Illinois receivership case.