

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: COUNTY FACILITIES

DATE: JUNE 1, 2015

COMMITTEE MEMBERS PRESENT:

SUPERVISORS: GIRARD
WOOD
STROUGH
CONOVER
SEEBER

OTHERS PRESENT:

JEFFERY TENNYSON, SUPERINTENDENT OF THE DEPARTMENT OF PUBLIC WORKS
ROSS DUBARRY, AIRPORT MANAGER
MARTIN AUFFREDOU, COUNTY ATTORNEY
AMANDA ALLEN, CLERK OF THE BOARD
FRANK E. THOMAS, WARREN COUNTY BUDGET OFFICER
SUPERVISORS DICKINSON
MCDEVITT

COMMITTEE MEMBERS ABSENT:

SUPERVISORS: WESTCOTT
MONROE

DON LEHMAN, *THE POST STAR*
SARAH MCLENITHAN, DEPUTY 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 1:07 p.m.

Copies of the meeting agenda were distributed to the Committee member; *a copy of which is on file with the minutes*. Mr. Girard advised the agenda review would be with Section V, Information for Discussion/Review and, Rich Air's request to amend the FBO (Fixed Based Operator) hours of operation. Richard Schermerhorn, FBO-Rich Air, apprised that they had been operating for a little over three years from 8:00 a.m.-6:00 p.m.; however, he said, the lease agreement stated that their hours of operation were from 8:00 a.m.-7:00 p.m. He mentioned that he was not aware of any issues relating to their closing an hour earlier than what the lease stated because he had invested in a self-serve 100 low lead fuel pump. He explained that they implemented the change to save money for him and the County since there was not enough of a demand to justify them staying open for the additional hour. He reiterated they had been operating under these hours for the past three years; however, he felt the lease should be amended to reflect the correct operating hours.

Mr. Strough questioned when the current FBO contract expired and Mr. Schermerhorn replied there were 3.5 years remaining on the lease. He said although he wished there was enough demand for the Airport to remain open 24 hours a day seven days a week, he felt it was appropriate to operate between the hours of 8:00 a.m. and 6:00 p.m.

Harrison Freer, AOPO (Aircraft Owners and Pilots Association) member, apprised that the pilots had no issues with the change. He urged the County to distribute the security code for the gate to pilots so they could access the site after hours. He pointed out there were signs on the walkway of the airport with incorrect information that required updating as soon as possible to prevent any further confusion. Ross Dubarry, Airport Manager, advised that he was aware of these signs.

Mr. Dubarry mentioned it was necessary to determine how to get transient pilots who were not based out of the Floyd Bennett Memorial Airport access back onto the ramp securely without giving out a code to the general public so they had access to the secure side of the fence. He reported previously it had been advertised that a Unicom frequency was used, which was publicly available and therefore not secure. He commented the key factor was determining how to distribute the gate code to the transient pilots without making it readily available to everyone. He said he had explored some options with the company that handled access control for the Airport such as a one-time use code when they were

departing so they could utilize the same code to come back in. He noted modifying the gate system would require an investment on the County's part.

Mr. Girard asked whether Stephen Abbott, Rich Air General Manager, would like to provide any insight on the matter. Mr. Abbott advised that he and Mr. Dubarry had discussed the matter at length over the last several months about implementing the most efficient system possible to notify transient pilots that were not based out of the Floyd Bennett Memorial Airport who arrived after hours. He pointed out during their hours of operation they notified the transient pilots of the gate code so they could have access. He noted although the Airport's operating hours were from 8:00 a.m. – 6:00 p.m. for services, the Airport was available to pilots twenty-four hours a day, seven days a week. He commented utilizing a gate code with a one-time use was a more long-term permanent solution. He indicated they would implement whatever type of system the County decided to utilize.

Jeffery Tennyson, Superintendent of the Department of Public Works, asked whether the gate code would be implemented on just one gate, that transient pilots would be directed to and Mr. Dubarry replied affirmatively. Mr. Dubarry explained that the transient pilots would be directed through the pedestrian gate at the fence line adjacent to the old café, which was the gate that had always been used for this purpose. He said in the interim, a sign displaying his cell phone number could be erected to ensure pilots were aware that they could call or text him to receive the gate code until a permanent, more secure solution was implemented.

Mr. Tennyson advised the next step would be to receive estimates for the cost of installing a system that utilized a one-time use code for the gate. He said once an estimate was available they would seek Committee approval to move forward with purchasing the system. He commented he felt the cost would be minimal since it was only for one gate. Mr. Dubarry interjected that the cost was dependent upon the configuration.

Mr. Freer reported that the current issue was incorrect information posted at the gate, which he felt needed to be addressed as soon as possible and Mr. Dubarry concurred. Mr. Abbott added that he did not feel it was necessary for Mr. Dubarry to place his cell phone number on a sign for the pilots to contact him after hours for the gate code since Rich Air was on call after hours anyway. He commented they would like the contract amended for the FBO as soon as possible to reflect the correct hours of operation so that it could be displayed in the AFD (Airport Facility Directory), which was an official FAA (Federal Aviation Administration) publication.

Mr. Girard apprised that Martin Auffredou, County Attorney, was present at today's meeting to discuss issues with the FBO lease agreement regarding the operation of the restaurant. He explained one requirement of the FBO agreement was that a restaurant be in operation; however, he stated, due to some unforeseen circumstances, the restaurant was currently inoperative. Mr. Auffredou recommended that the Committee entertain a motion to amend the FBO agreement to set the hours of operation to a minimum of 8:00 a.m. to 6:00 p.m., year round. He said this would be an amendment to Section VI. of the agreement to confirm the current practice.

Motion was made by Ms. Wood, seconded by Mr. Strough and carried unanimously to approve the request as outlined above and the necessary resolution was authorized for the June 19th Board meeting.

In regards to the issues with the FBO lease relating to the restaurant, Mr. Auffredou advised that the current lease agreement provided that the lessee agreed to maintain and operate a restaurant in the

terminal building during certain minimum days and hours but always opening by 8:00 a.m. He noted currently the 8:00 a.m. requirement was not being met because the new restaurant that related to the ground lease was under construction and the café in the terminal building was no longer operating. He added he was unsure of whether any other food services were being provided at the Airport. He stated it was his understanding there would not be a redundancy of service because the new restaurant would replace the café that was located in the terminal. He recommended bringing this matter to the attention of the Committee so that Mr. Schermerhorn could provide an update on the construction of the restaurant and whether the terms of the lease required modification. Mr. Girard noted that Mr. Westcott was the one who had pointed out that the terms of the lease were not currently being met due to the closing of the café prior to the restaurant being operational.

Mr. Tennyson reported there were two different leases, the FBO lease that had the current requirement for the café in the terminal building, which had not been operating since the end of last year, and a separate lease for the ground construction and operation of the restaurant adjacent to the terminal. Mr. Auffredou added that the ground lease did not provide specifics for hours of operation, etc., as this was to be determined by the lessee.

Mr. Schermerhorn advised he had received approval from the Board of Supervisors for the ground lease to construct a stand-alone restaurant at the airport in 2013. He continued, in September of 2014 he was issued the necessary building permits from the County; however, he said, due to unanticipated circumstances, the construction did not commence until a few weeks ago. He commented he was anxious to get the restaurant erected and operational as soon as possible. He mentioned renovations to turn the café in the terminal building into additional office and/or lounge space would be completed in the near future. He surmised that the former operator of the café relocated her business due to the larger size of the new restaurant and the additional hours required to be open. He noted that he had discussed the operation of the restaurant with two local parties that owned local restaurants and had expressed interest in operating the facility at the Airport. He mentioned the perfect scenario consisted of a restaurant that provided breakfast, lunch and dinner services; however, he said, it was difficult to locate an operator that was willing to do so. He commented he would not turn away an operator who would only offer breakfast and lunch or lunch and dinner unless the County indicated otherwise. He advised they would begin erecting the frame of the restaurant within the next few weeks. He said he believed it would be easier to attract possible operators for the restaurant as the construction progressed. He noted his plan was to lease the facility to someone, as he had no interest in operating it himself. He said he was unsure of what the hours would be at this time. He pointed out offering breakfast was supported by the locals; however, he apprised, transient pilots flew into the airport during the late afternoon when the former café was closed. He mentioned the goal was to locate the best operator for the facility and he said he had never focused on what the hours of operation would be.

Mr. Strough questioned whether any action was required by the Committee. Mr. Girard indicated that it was necessary to determine how to legally address the fact that due to some unforeseen circumstances the restaurant was not currently operational, which was a requirement of the current contract. Mr. Strough queried whether Mr. Girard was seeking approval from the Committee regarding the fact that they were aware that although the requirement of having restaurant in operation was not being met it would be met in the near future and Mr. Girard replied affirmatively.

Mr. Auffredou interjected the Committee could determine there was justification that the requirements of the current contract were not being met and for good cause due to unforeseen circumstances. He said the legal terminology that applied in circumstances where someone was in breach of a contract, but

there was a desire to work cooperatively and not necessarily to pursue the breach was a forbearance. He commented he felt this situation represented a forbearance, as no one had anticipated the unforeseen circumstances that had occurred such as the former restaurant tenant vacating the premises. He reiterated he did not feel there would be a duplication of services, as it was not practical to do so. He mentioned he did not believe they should state on the record that the agreement will be complied with in the future, as he believed Mr. Schermerhorn's desire was to have some flexibility with the hours of operation for the restaurant to ensure the best interests of his lessee were covered. He said Mr. Schermerhorn would be fulfilling the obligation of the lease agreement that required a restaurant to be in operation; however, he stated, it remained to be seen what the hours of operation would be. He advised that if all interested parties agreed the County could exchange a letter with Mr. Schermerhorn indicating what the current circumstances were and that he would come back to the Committee in the near future to establish what the hours of operation would be.

Mr. Conover suggested utilizing the interim period to get some concurrence that an amendment was required to reflect that the restaurant was a free standing building as opposed to a restaurant located in the terminal building. He continued, at some point within a specified period of time any other specifics would be dealt with. He commented he did feel the County was prepared at this stage to amend the agreement since a sufficient amount of information was not available. He asked whether the letter was sufficient enough at this point in time to reflect what was known.

Mr. Auffredou apprised he felt granting the Chairman of the Board the authority to sign a letter stating such was the appropriate way to handle this matter. He noted it was imperative that Mr. Schermerhorn was agreeable to the items stated in the letter and that he acknowledged such by signing it. He said he could prepare a letter that reflected the reality and what the Board hoped would occur in the not so distant future.

Mr. Conover noted that Mr. Schermerhorn had a substantial amount of money invested in the new stand-alone restaurant being constructed at the Airport. He mentioned he felt it was essential to have something in writing that memorialized what was taking place there. Mr. Girard asked whether Mr. Schermerhorn was agreeable to signing the letter and he replied affirmatively. He commented he believed the County should amend the contract to ensure any future FBO's were aware of the stand-alone restaurant.

Ms. Seeber asked whether the contract would be amended when the construction of the restaurant was completed and Mr. Auffredou replied affirmatively. He explained that it was always understood that the contract would have to be amended eventually due to the change in location of the restaurant. He said his understanding was that Mr. Schermerhorn would shift his focus to locating the right tenant when the construction of the facility was almost completed. He continued, Mr. Schermerhorn would have a better idea about the hours of operation for the restaurant once a tenant was in place.

Mr. Girard asked whether Mr. Freer had any feedback on the matter from the pilot's perspective because he was unsure whether anything had surfaced from the pilots, which was why it had been brought to their attention by Mr. Westcott. Mr. Freer stated that although the pilots had been disappointed when the café ceased, operating they were aware that things change. He stated his main concern as a frequent user of the Airport was the lack of coffee available. He pointed out Mr. Schermerhorn's staff had graciously shared their coffee with him but noted the lack of beverages had been an issue since the café closed. He suggested in the interim that beverages be supplied to the pilots utilizing the Airport.

Mr. Abbott interjected that there was a vending machine that provided drinks available for use in the front entrance of the terminal building. He added bottled water was provided to all pilots visiting the Airport. He noted that catering service was provided to pilots that requested it and he said they also utilized the delivery service offered by Bean's County Store to the Airport for those who required food and were only there for a short period of time. He commented these were the temporary solutions in place to accommodate guests until the restaurant was fully operational. Mr. Freer stated he felt that Rich Air had been accommodating to the pilots during this interim period.

Mr. Auffredou advised rather than waiting until next month he could draft the letter prior to the June 19th Board meeting for the Chairman to sign.

Motion was made by Ms. Wood, seconded by Ms. Seeber and carried unanimously to authorize the Chairman of the Board to sign a letter of agreement between the County and Schermerhorn Aviation II Inc. with respect to the current status of the Airport restaurant and the necessary resolution was authorized for the June 19th Board meeting.

Messrs. Auffredou and Schermerhorn exited the meeting at 1:33 p.m.

Continuing with the agenda review, Mr. Dubarry advised that the next two items listed on the agenda related to each other. He said page 2 of the agenda consisted of a request to rescind Resolution No. 207 of 2015. He apprised that this particular resolution related to an FAA grant application for a multi-tasking sweeper and snow plow. He explained that he had submitted a pre-application to the FAA that was circulated around the region. He said an FAA Engineer notified him that headquarters would not fund that particular piece of equipment for the airport, as the FAA only funded this type of equipment for commercial service airports.

Next, he said, was a request for authorization to submit a grant funding application to the FAA/NYS DOT (New York State Department of Transportation) for the purchase of snow removal equipment (runway sweeper) and "ARFF" (Aircraft Rescue and Fire Fighting) Gear in the amount not to exceed \$500,000. He explained it had the same size chassis as the Airport's existing snow blower but would be a runway broom instead. He mentioned the cost of this equipment was about \$175,000 less than the cost of the multi-tasking sweeper and snow plow. He reported that the breakdown of cost sharing of the grant was as follows: 90% Federal; 5% NYS DOT; and 5% local share. He apprised if this request was approved he would submit a pre-application to the FAA, get the program, go out to bid, the bids would be received at or below \$500,000 and move on with the final application. He commented since they had received bids for a similar piece of equipment last year he did not feel the bids received would be more than \$500,000.

Mr. Strough asked whether the sweeper could be utilized during heavy snowfall and Mr. Dubarry replied affirmatively. He explained that you could place steel bristles on the sweeper to cut through ice. He said it would be ordered with alternating poly and steel bristles. Mr. Strough questioned whether the steel bristles would damage the surface of the runway and Mr. Dubarry replied in the negative.

Mr. Conover queried whether this particular piece of equipment would have a snowblower attachment on it and Mr. Dubarry replied that there were different attachments that could fit on to the chassis. He explained that these particular chassis would work with a plow head, a broom head and a snowblower head. Mr. Conover asked whether it was a versatile piece and Mr. Dubarry replied affirmatively, but noted the bid was just for the runway broom. Mr. Conover pointed out that since it was a versatile piece

of equipment it could be rededicated if the need arose. Mr. Dubarry noted that if Larue was the lowest bidder they Airport would have two chassis on which the heads could be switched.

Travis Whitehead, Town of Queensbury resident, questioned how often the equipment would be utilized and Mr. Dubarry replied it would be used almost every time it snowed. Mr. Whitehead queried whether it was accurate to state that $\frac{3}{4}$ of the traffic at the Airport occurred during the summer months as opposed to the winter months. Mr. Dubarry replied it was fair to state that there was substantially more traffic in the summer than during the winter. Mr. Whitehead advised he agreed with the FAA's conclusion that the multi-task equipment should only be utilized for commercial Airports. He commented the FAA would provide \$500,000 to purchase this specialized equipment that would only be used a few months of the year when there was very little traffic. He asked whether the Saratoga Airport or any other smaller airports had similar equipment and Mr. Dubarry replied he did not believe that the Saratoga Airport had a runway broom, but noted there were many small airports that did have runway brooms such as those located in Saranac Lake, Watertown, Orange County and Poughkeepsie. Mr. Whitehead pointed out the airports located in Orange County and Poughkeepsie were larger than the Floyd Bennett Memorial Airport. Mr. Whitehead advised his point was that he would question spending \$500,000 for a piece of equipment that would hardly ever be utilized.

Motion was made by Ms. Wood, seconded by Mr. Strough and carried unanimously to rescind Resolution No. 207 of 2015, due to the FAA determining that AIP funding for multi-tasking equipment for airports without scheduled air carrier service were ineligible, and the necessary resolution was authorized for the June 19th Board meeting. *A copy of the resolution request form is on file with the minutes.*

Motion was made by Ms. Wood, seconded by Ms. Seeber and carried unanimously to authorize the submission of a grant application to the FAA/NYS DOT for the purchase of snow removal equipment (runway sweeper) and ARFF Gear and the necessary resolution was authorized for the June 19th Board meeting. *A copy of the resolution request form is on file with the minutes.*

Moving along, Mr. Dubarry apprised that pages 6 and 7 of the agenda packet related to each other, as they referred to the NYS DOT grant they had been notified they would be receiving for upgrading the aviation fuel farm at the Airport. He said the grant paperwork they had been anxiously awaiting was received last week; therefore, he stated, page 6 of the agenda consisted of a request to establish Capital Project No. H359.9550 280, Airport-Upgrade Fuel Farm, in the amount of \$605,000. He continued, page 7 of the agenda referred to a request for a contract with McFarland Johnson, Inc. to provide consultant engineering design and construction inspection services in the amount of \$60,500 to commence upon execution by both parties and terminating upon completion of work. He noted pages 8-19 referred to the scope of services for the project and the fee summary received from McFarland Johnson, Inc. He mentioned they were hoping to install a slightly larger tank than the current one to allow them to take larger fuel deliveries. He pointed out the current tank was 10,000 gallons.

Mr. Girard asked what the useful life of the fuel tank they were considering was and Mr. Dubarry replied that this particular tank was supposed to have a useful life of 30 years. He mentioned during the tour he would point out the fuel farm and explain some of the other improvements they would like to make to the facility besides bringing it up to code and compliance with all current standards and regulations.

Mr. Conover questioned whether purchasing a larger fuel tank would improve the financial position of the Airport in terms of the ability to order and store fuel. Mr. Dubarry advised no additional revenue

would be generated with the installation of a new fuel farm. He explained that the County currently received \$.075 per gallon of fuel. He said since the tanks belonged to the County, the County was required to maintain them in terms of any major structural issues that arose with the tank. He stated the current tank had a major structural issue with the secondary containment for the existing fuel farm, which was a potential environmental hazard. He continued, since they were older tanks it would not be practical to repair them.

Mr. Girard queried what the useful life of the existing tanks were and Mr. Dubarry replied that the tanks were almost 17 years old and the useful life was estimated at 20 years for them and therefore a premature failure had occurred. Mr. Tennyson interjected that they had attempted to enforce the tanks manufacturers warranty; however, he said, the tank manufacture was no longer in business. He noted that the staff with fuel farm experience, such as himself and Mr. Dubarry, would ensure that they purchased the best possible system for the Airport with a long, durable useful life. He indicated that having a modern fuel farm would position the County better when they renegotiated the FBO contract to obtain more money per gallon of fuel sold at the Airport.

Mr. Strough asked whether the grant funding would cover the consultants fees for engineering and design and Mr. Dubarry replied affirmatively. Ms. Seeber questioned whether there was a warranty on the new tanks that would be installed and Mr. Dubarry replied affirmatively. He advised he was unsure how the NYS DOT handled warranties when items were purchased with grant funding. He explained this would be determined during the design phase. He noted they would include the maximum warranty permitted when it was put out to bid.

Mr. Tennyson apprised although it was a specific tank they were pursuing, it was difficult to specify a certain manufacturer. He said they could specify certain thing so the bidder would have to meet the equivalent requirements and the County as owners of the tanks would have receipt of that warranty over that period of time. Ms. Seeber pointed out the warranty on the current tanks was not honored because the manufacturer closed and she wondered whether there was a possibility of this occurring with the new tanks, as well, since the warranty was for such a long period of time. Mr. Tennyson apprised it was difficult to enforce the warranty if a company ceased operating. He pointed out that Highland Tank was the manufacturer of the tank they were interested in and noted they were one of the most viable tank manufacturers in the nation.

Ms. Seeber queried how the \$.075 per gallon compared to what other Counties received for fuel sales at their airports and Mr. Dubarry replied that it varied. Mr. Dubarry apprised that typically, when the airport sponsor owned the fuel farm they collected higher fees on fuel flowage or they operated the tanks themselves. He continued, in other situations the FBO owned the fuel farm and the fuel fee was much less per gallon. He pointed out there was no exact comparable they could use. He said collecting \$.12 -\$.15 per gallon was not uncommon. Ms. Seeber stated that they could look at renegotiating a higher fee when the contract expired. Mr. Girard advised that the EDC (Economic Development Corporation) had been assisting them with acquiring information from similar airports to assist them when they renegotiated the contract so they were better prepared moving forward.

Mr. Freer suggested they consider utilizing some sort of tank that could easily be converted to handle unleaded fuel, as he felt sometime in the near future lead fuel would no longer be permitted for use in the aviation industry. He pointed out the EPA (Environmental Protection Agency) had been successful in their bid to have lead removed from the automobile and trucking industries during the 1970's; therefore, he felt they would be successful in getting it removed from airline fuel, as well. He noted a

case where a homeowner that lived close to an airport was enraged that pilots were flying over his home with lead fuel in their aircrafts. He reiterated he felt it was imperative that they take this into consideration when they purchased the new fuel tanks.

Mr. McDevitt asked what Mr. Freer was proposing and he replied that they should consider how they would provide self-service unleaded fuel to pilots. Mr. McDevitt questioned whether it would be difficult to provide this type of fuel to pilots and Mr. Tennyson replied he did not believe it would be. He apprised that they wanted to ensure that the fuel tank system they purchased could accommodate unleaded fuel with minor modifications. He said if there was a transition period where multiple fuel types were required they could look into a temporary tank system with the intent of phasing out the low lead fuel at some point. He commented the goal was to ensure the fuel system was as versatile as possible so it would not require many modifications when the transition occurred. Mr. Freer added the County should not build a system that could not handle ethanol unleaded fuel or they would incur significant costs related to upgrading the system in the future. In regards to ethanol fuel, Mr. Tennyson apprised the industry had transitioned many of the materials so that cars were being manufactured differently, as well as fuel pumps and systems. He thanked Mr. Freer for bringing this to the Committee's attention and advised he would ensure that the engineers were aware of it.

Mr. Whitehead asked what percentage the local share was for this grant and Mr. Dubarry replied because it was a NYS DOT grant the local share was 10%. Mr. Whitehead commented that similar to the solar project, the County should take into consideration the company may not be in business in 20 years.

Motion was made by Ms. Wood, seconded by Mr. Conover and carried unanimously to approve the request to establish Capital Project No. H359.9550 280, Airport-Upgrade Fuel Farm, in the amount of \$605,000 and forward same to the Finance Committee. *A copy of the Resolution Request Form is on file with the minutes.*

Motion was made by Ms. Wood, seconded by Mr. Conover and carried unanimously to approve the request for a contract with McFarland Johnson, Inc. as outlined above and the necessary resolution was authorized for the June 19th Board meeting. *A copy of the resolution request form is on file with the minutes.*

In regards to the Information for Discussion/Review portion of the agenda, Mr. Dubarry advised that immediately following the meeting there would be a tour of the Airport property. He thanked the Town of Lake George for lending them the trolley for the tour.

Mr. Dubarry apprised that the final figures for the cost of the spill clean-up at the stand alone restaurant site were available. He said the cost for disposal of the contaminated soil in the Town of Colonie landfill was \$4,642 and the cost of testing performed by Phoenix Environmental was \$912.50, for a total cumulative cost of \$5,554.50.

Next, Mr. Dubarry stated, was the AOPA Regional Fly-In consideration. He said that Mr. Freer was the Airport's AOPA representative and had brought this matter to his attention last year. He explained that the AOPA hosted regional fly-ins that were quite large. He apprised on average in 2014 the AOPA hosted 6 regional events with about 475 aircrafts per event participating and an average attendance rate of 2,700. He advised he was inquiring whether this event was something the Committee would like him submit a proposal to be considered as one of the regional sites selected to host an event. He said although he was unsure if there would have to be a financial commitment from the County to host the

event, he felt if there was it would be a rather modest cost to acquire supplies to aid in hosting the event.

Mr. Girard queried whether this event would be similar to the Adirondack Balloon Festival, in which local vendors participated, as well. Mr. Freer apprised he had not attended one of the regional events, as it was a newer event. He said the RFP (Request for Proposal) required that the Airport Manager, the Airport owner, the FBO and the pilots from the hosting airport to all be supportive of the event. He mentioned the AOPA sponsored 2 large fly-ins each year with several vendors including airplane interested vendors and food service vendors similar to the Adirondack Balloon Festival. He commented he believed they had an advantage over other respondents to the RFP because they had several years' experience of successfully hosting the Adirondack Balloon Festival. He noted the proposal was due in one month for the events occurring in 2016, 2017 and 2018 on a regional basis. He stated the Airport would be competing for the event held in the northeast region.

Mr. Tennyson asked whether the application for events taking place in 2017 was due next month or if the County would have another chance to apply to host the event taking place in 2017 next year. He said due to the capacity of the event he felt it would be better to hold off on applying for the event in 2016 to ensure they managed the event properly. Mr. Freer stated it was his understanding that the proposal due next month was inclusive of 2016, 2017 and 2018. He pointed out the Airport met all the requirements in terms of runway length, exhibition area, location, etc.

Mr. Girard queried whether Mr. Freer had any idea what the odds of the Airport being selected for the AOPA Northeast Regional Event were and Mr. Freer replied he felt the County had a good chance of being selected to host one of the events in the next three years. He suggested notifying Senator Schumer of the event, as the AOPA was essentially a lobbying organization. He said last year's event for the northeast was in Connecticut and the previous year's was in Massachusetts.

Mr. Girard asked whether Mr. Freer was aware of anyone that had attended one of the regional events that could answer questions the County may have. He said although the Adirondack Balloon Festival was a comparable, this event was entirely different. Mr. Freer apprised although he had not attended one of the regional events he had attended a few fly in events sponsored by the AOPA. He advised if it was determined this was something the Committee would like to pursue he would attend one of the regional events this year.

Mr. Conover questioned whether the attendee and participation aircraft figures listed were averages and Mr. Dubarry replied affirmatively, noting the average was based upon the 6 regional events. Mr. Conover commented that this was a rather large event, and he noted he was interested in knowing how much aviation fuel was sold during it. Ms. Wood apprised she foresaw no harm in submitting the application; however, she was concerned with the tight timeline.

Mr. Strough commented he would love to see an event like this occur in Warren County. He said there was no harm in submitting the application but he was concerned with the amount of information that would have to be compiled within a short period of time. Ms. Seeber stated that although there was only a small time period remaining to gather the information required and submit an application she felt the event would provide many benefits to the region. She pointed out one of the biggest criticisms of the airport was that it was not utilized as much as it could be and she felt this event could defray some of that criticism.

Ed Bartholomew, President, Warren County Economic Development Corporation, advised he had discussed this event with Mr. Freer and felt it warranted further review. He said he would make some phone calls to the communities that had hosted the event to inquire what the proposal process entailed. He commented he believed it would have a positive impact on the economy of the region and the fact that the County had hosted the Adirondack Balloon Festival for several years gave them an advantage over other applicants.

In regards to the financial commitment required to host the event, Mr. Freer stated according to the RFP the AOPA bore the expense of hosting the event; therefore, he said, there should be very little out of pocket expense for the County.

Mr. Dubarry commented he would not be surprised if the AOPA accepted proposals next year to host the event, as well. He continued, he felt they should make an attempt to submit the application this year and if they were unsuccessful they could improve upon their application and try again in the future.

Ms. Seeber thanked Messrs. Dubarry and Freer for bringing this event to the Committee's attention. She mentioned if there was anything she could do to assist with preparing the response she would be happy to do so. Mr. Girard queried whether the Pilots Association was on board with the County submitting a response for this event and Mr. Freer replied affirmatively. Mr. Freer apprised the RFP was concerned with whether the facility was adequate to handle such a large quantity of airplanes. He pointed out the RFP was not requesting information regarding hotel beds, etc. He stated the fact that the County had been hosting the Adirondack Balloon Festival at the Airport for several years provided them with experience in dealing with large crowds.

Mr. Girard questioned whether the Airport would have to be closed for a certain period of time for parking, similar to how they managed the Adirondack Balloon Festival and Mr. Freer replied he felt the Airport would only be closed for a short period of time. He explained that one of the runways could be closed to park Airplanes there and in the field. He commented that the AOPA was experienced in managing the event, as they had sponsored fly-in events such as this for a number of years. Mr. Girard mentioned that he believed the County handled the parking for the Adirondack Balloon Festival in an adequate manner and noted he was unsure what would occur if this event deviated utilized a different method for parking. Mr. Freer indicated his vision was to keep the main runway open for the majority of the event to close the crosswind runway for airplane parking. Mr. Girard asked where vehicles would be parked and Mr. Freer replied depending upon the weather most of the attendees would fly in if the weather was pleasant; however, he stated, if there was inclement weather during the event the majority of the attendees would drive their passenger vehicles to the event. He apprised if this were to occur they would replace the airplane parking with vehicle parking on the runway.

Motion was made by Ms. Wood, seconded by Mr. Strough and carried unanimously to authorize the Airport Manager to prepare a response to the RFP to host the Northeast Regional AOPA events as outlined above at the Floyd Bennett Memorial Airport and the necessary resolution was authorized for the June 19th Board meeting.

In regards to the tour of the Airport, Mr. Tennyson advised that the purpose of the tour was to review the existing facilities and how they were utilized, areas of past projects, the current projects that were underway and the future projects. He emphasized the intent was not to conduct business, debate, articulate positions, take political positions or make any political points. He noted the tour was solely being offered for informational purposes to ensure the Supervisors were well informed, just as they had

been when they toured the Jail and the courts. He asked that questions remain specific for clarification purposes on something that Mr. Dubarry had stated.

Mr. Whitehead questioned where the County stood on approach minimums and Mr. Dubarry replied that the FAA had indicated that the County would be receiving the 200 feet decision height and ½ mile visibility on the approach minimums for Runway 1 that would be published in December. Mr. Whitehead asked whether anyone had visited the Airport to assist with identifying the marl fen and Mr. Dubarry replied affirmatively. He explained that individuals from the National Heritage Organization had come in an attempt to identify some rare and endangered plants and species. He said they would be returning to continue their work.

As there was no further business to come before the County Facilities Committee, on motion made by Mr. Strough and seconded by Ms. Wood, Mr. Girard adjourned the meeting at 2:11 p.m.; a tour of the buildings located on the Airport property immediately followed.

Respectfully submitted,
Sarah McLenithan, Deputy Clerk of the Board