

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS

DATE: JULY 28, 2015

COMMITTEE MEMBERS PRESENT:

SUPERVISORS: MERLINO
CONOVER
WOOD
TAYLOR
FRASIER
DICKINSON
SOKOL
VANSELOW

COMMITTEE MEMBER ABSENT:

SUPERVISOR SIMPSON

OTHERS PRESENT:

JEFFERY TENNYSON, SUPERINTENDENT OF PUBLIC WORKS
KEVIN HAJOS, DEPUTY SUPERINTENDENT OF PUBLIC WORKS
REPRESENTING SARATOGA & NORTH CREEK RAILWAY:
ED ELLIS, PRESIDENT & CEO
JUSTIN GONYO, GENERAL SUPERINTENDENT
KEVIN B. GERAGHTY, CHAIRMAN OF THE BOARD
PAUL DUSEK, COUNTY ADMINISTRATOR
MARTIN AUFFREDOU, COUNTY ATTORNEY
SARAH MCLENITHAN, DEPUTY CLERK OF THE BOARD
FRANK E. THOMAS, BUDGET OFFICER
SUPERVISORS BROCK
WESTCOTT
JULIE BUTLER, PURCHASING AGENT
DON LEHMAN, *THE POST STAR*
THOM RANDALL, *ADIRONDACK JOURNAL*
CHARLENE DIRESTA, SR. LEGISLATIVE OFFICE SPECIALIST
PLEASE SEE ATTACHED SIGN IN SHEET FOR ADDITIONAL ATTENDEES

Mr. Merlino called the meeting of the Public Works Committee to order at 10:01 a.m.

Mr. Merlino welcomed Richard Lucia, *Supervisor of the Town of Corinth*, some members of the Corinth Town Board and Ed Ellis, *President and CEO of SNCR (Saratoga & North Creek Railway)*, to the meeting.

Motion was made by Mr. Sokol, seconded by Ms. Wood and carried unanimously to approve the minutes of the previous Committee meeting, subject to correction by the Clerk of the Board.

Copies of the Parks, Recreation & Railroad, Solid Waste and DPW Agendas were distributed to the Committee members and copies of same are on file with the meeting minutes. Commencing the review of the Parks, Recreation & Railroad Agenda, Mr. Merlino commented an update regarding the recent SNCR activity would be provided by Mr. Ellis.

Mr. Ellis thanked the Committee members for the opportunity to work with the County as stakeholders in developing the railway. He said during the past four years SNCR had managed the railway they had worked very hard to ensure they provided a stellar passenger service while also focusing on developing freight service. He said in order to support their freight business, SNCR had purchased and reopened the Sanford Lake Branch which ran from North Creek to Tahawus, New York. He mentioned they had been unable to handle as much freight as they would have liked to due to difficulties in establishing effective rates with Canadian Pacific Railway in order to transport freight from Saratoga Springs to destination markets such as Long Island, New York. He commented they were working tediously on negotiations with Canadian Pacific to get effective freight rates in place; however, he said, he was unsure whether this would ever be accomplished.

Mr. Ellis reported that there was a severe interruption in the tank car market in the United States due to the new regulations that were put in place on tank cars by the USDOT (*United States Department of Transportation*). He explained this meant owners of older tank cars would be required to modify them at an estimated cost of \$80,000. He continued, due to owners being hesitant to spend such an immense cost to modify their cars many

cars would be placed in storage until this was resolved or the cars were scrapped. He stated a number of tank car owners and lessees had approached their company about storing their tank cars; therefore, he said, they were considering utilizing the Tahawus portion of the tracks for storing cars.

Mr. Ellis informed he had spoken with Paul Dusek, *County Administrator*, and Mr. Lucia about the impact this would have on both the County and the Town of Corinth. He explained empty tank cars would be traveling from the Saratoga Springs station up through the tracks owned by the Town of Corinth and the County in order to reach their final destination on the Sanford Lake Branch of the tracks in Tahawus. He noted because the cars last contents were crude oil or ethanol and there would be a film inside of them, they would be labeled with placards. He stated since the cars had not been purged or cleaned out they were considered to be "empties".

In the agreement SNCR had with the Town and County, Mr. Ellis advised, it stated they could not move hazardous materials over the County and Town's rail line except in performance of their common carrier obligation. He advised that their attorney had reviewed the contracts and determined that the storage of these cars fell under their "common carrier obligation". He noted in spite of the fact that they felt they did not require permission from the County and Town to move forward with storing the cars, he felt it was pertinent for him to come here today in person to make the announcement and answer any questions anyone may have. He indicated this, along with their continued efforts to expand upon the passenger and freight service, would provide the railway with a revenue stream to ensure its sustainability on a long term basis. He pointed out the revenue stream from storing the cars would provide them with a funding source to assist them with operating costs over the next few years.

Mr. Ellis apprised he anticipated they would commence with storing the cars within the next few months and they would remain there for at least one year. He stated the only impact on County and Town residents would be that they may see the cars passing by on their way to storage in Tahawus. He commented their hope was to generate enough revenue for the railway to continue to operate for many more years while continuing to add to their marketing efforts for the freight and passenger service. He encouraged anyone with questions to ask them.

Mr. Dickinson asked Mr. Ellis to project how many cars they anticipated storing and Mr. Ellis replied he was unsure. He explained there were about 80,000 tank cars that would be impacted by the USDOT's new standards, of which he anticipated 20,000 would be modified. He continued, this meant 60,000 cars would be placed in storage somewhere. He informed 100 cars linked together constituted about one mile; therefore, he stated, about 600 miles of cars that would be placed in storage. He noted they had recently stored three miles of cars on their railway in Colorado State and they were aware that more would be forthcoming. He advised he anticipated some of the cars would be cut up and sold for scrap metal so he was unable to provide an estimate as to how many cars they would receive. He stated because SNCR felt this was such a reliable source of additional revenue for them they had an employee whose sole duty was to market car storage for their locations in the Colorado, Mississippi and New York State where they had extra track available. He commented he believed they had the potential to generate revenue from storing up to 500 cars.

Mr. Dickinson queried what the danger level was with the cars since there was some residue left in them and Mr. Ellis replied the hazard level was minimal. Mr. Dickinson advised his concern was that they would be accessible for youth to play in. Mr. Ellis remarked there was almost no residue left in the cars. He noted there was no record of an issue having occurred with an empty car due to the resin that was left in them. He reported all cars were inspected upon receipt to ensure they were actually empty. Mr. Dickinson questioned how secure they would be and Mr. Ellis responded that in order for someone to access them where they were being stored they would have to hike a few miles because they were being stored by the mine and not near any towns. He added because they ensured they were empty before they stored them he believed the associated danger level

was virtually nonexistent. He commented they would not be pursuing it if he believed there was any type of hazard associated with storing the cars. He pointed out the cars stored in Colorado were much more accessible than the ones that would be stored in Tahawus, as they were visible from the Town. He mentioned no issues had ever occurred during the nine years that they had been storing the cars at their Colorado site.

Mr. Taylor queried whether 300 cars could be stored and Mr. Ellis responded he believed they could store up to 300 cars. He noted the demand for storage would exceed whatever storage capacity they had available. Mr. Taylor asked whether Mr. Ellis could estimate the potential amount of revenue that would be received from storing 300 cars and Mr. Ellis surmised there was the potential to generate a substantial amount of revenue from this.

In response to a question by Mr. Merlino, Mr. Ellis advised that SNCR's locomotives would be transporting the cars to Tahawus. He stated they just recently acquired two additional F40 locomotives which had 3,000 horsepower to be available during Polar Express in case they had an issue with one of their other locomotives. He mentioned they had an abundant amount of power available to transport the cars they were hired to store.

Martin Auffredou, *County Attorney*, asked what the capacity of these cars were if they were filled with fuel and Mr. Ellis replied that it was dependent upon what they the weight of the material the cars were filled with; however, he noted, most of the cars had a 30,000 gallon capacity. As an example, he stated if the car was filled with water it could hold up to 27,000 gallons and if it was filled with a heavier liquid such as corn syrup the capacity would be around 20,000 gallons. Mr. Auffredou queried whether an industry standard was available for the amount of residue that could remain in the tanks and Mr. Ellis responded that they would be inspecting each car to determine whether the amount of residue was substantial enough to require removal. He commented it was important for them to ensure the cars being stored did not contain enough residue in them to cause issues from a leak or drip.

Mr. Auffredou questioned what Mr. Ellis thought the following statement in the contract meant: "*The contract provides except as required to fulfill its common carrier obligation*". Mr. Ellis advised he was not an attorney and could not provide an official legal opinion; however, he said, he had over 40 years of experience in the railway industry and was knowledgeable on the subject matter. He indicated that the term originated from common law in England during the 1500's to ensure that individuals whose business was transporting people or goods did not refuse people for discriminatory reasons. He clarified this meant that anyone who owned a wagon or carriage could not refuse to take someone someplace or refuse to ship their goods. He reported when the County authorized the agreement with SNCR in 2011 they filed a certificate of public convenience and necessity with the Service Transportation Board. He apprised once this was done the Service Transportation Board considered them to be a Common Carrier. He continued, when they purchased the Sanford Lake Branch in 2011 individuals who did not want the rail line to remain in place opposed their request for a Certificate of Public Convenience and Necessity. He reported upon further review by the Service Transportation Board, they determined all of SNCR's activities on the Sanford Lake Branch were also subject to Common Carriage; therefore, he stated, they were unable to refuse business. He explained this meant if they came to an agreement with an entity for storage of their tank cars then the movement of those cars was considered to be common carriage.

Mr. Auffredou asked whether Mr. Ellis was seeking approval to move forward with storing the tank cars from the Committee, as well as the representatives from the Town of Corinth that were in attendance today or whether he was stating that he could move forwarded regardless of whether they were supportive or not. Mr. Ellis advised that according to their contract they did not require the support of the County and the Town to move forward with this; however, he stated, he felt it pertinent to attend today's meeting to inform the Town and County of SNCR's intentions and to address any questions and/or concerns anyone may have. He

commented he believed it would be beneficial for SNCR to receive the endorsement of the County and Town on this because it would assist with generating additional revenue for the railway which would make it more viable. He added this had aided them with increasing awareness, as prospective customers were now aware that SNCR could store cars for them on the east coast in Tahawus. He pointed out that the Town, County, and SNCR had all made significant investments in the railway to improve it. He stated in addition to the \$3 million SNCR had invested in the County and Town's portion of the tracks they also endowed about \$1 million in the track they leased from Canadian Pacific in Saratoga Springs. He added they had also brought in what they felt was one of the nicest excursion trains with full length dome cars that offered dining with beautiful views of the Hudson River. He informed what they were seeking were sustainable revenue streams that would aid in paying for it. He continued, reopening the Sanford Lake Branch was an exercise in attempting to move stone, which they felt would happen, but in the meantime they felt it was pertinent to develop additional revenue streams that helped support the goals of the County, Town and SNCR with respect to making the railroad viable. He reiterated they would welcome the endorsement to move forward with storing the cars from the County and Town.

Bob Hafner, *Legal Counsel for the Town of Corinth*, requested a copy of the opinion from SNCR's legal counsel regarding the definition of common carriage and Mr. Ellis responded he would be sure to provide this information. Mr. Hafner advised his sense was that the ability for the County and Town to restrict hazardous material from being transported was very limited; therefore, he stated, he would like to review the opinion of SNCR's legal counsel before he provided a recommendation to the Town of Corinth on the matter.

Mr. Ellis apprised that SNCR had not had many opportunities to handle any freight, let alone hazardous freight. He mentioned the revenue generated from storing the cars for a year would be very beneficial to their operations. He commented he was grateful this opportunity had presented itself to them.

Mr. Hafner stated he believed the opinion of the legal counsel for SNCR would include that since there was a very miniscule amount of hazardous material remaining in the tank cars the County and Town did not have the right to block the cars from their tracks. Mr. Ellis concurred that the amount of residue in the cars would be diminutive; however, he stated, the law required a placard to be placed on the cars if the level present was greater than zero.

Chairman Geraghty queried whether the cars would be locked to ensure individuals could not tamper with them to which Mr. Ellis responded that they would be stored in a remote location that individuals would have to hike to in order to access them and bolt cutters would be required in order to get into them. Chairman Geraghty questioned what would occur if someone were to break into one of the cars and Mr. Ellis replied that nothing would come out of them because SNCR was taking the necessary steps to ensure this was taken care of before they were stored.

A member of the Corinth Town Board asked whether SNCR required approval from the NYSDEC (*New York State Department of Environmental Conservation*) or the USEPA (*United States Environmental Protection Agency*) in order to store the cars and Mr. Ellis replied in the negative. Mr. Ellis advised that approval was not required from the NYSDEC or the USEPA on cars carrying hazardous materials traveled on the Canadian Pacific line up to Montreal on a regular basis; therefore, he stated, approval was not required to transport the empty cars that may contain some residue either.

In response to a question from a Corinth Town Board member, Mr. Ellis informed that they would prefer to store clean and purged cars, as it cost \$3,500 to clean a car. He stated they were working with one of the lessees to set up a tank cleaning location in Colorado; however, he said, they had not gotten that far in the process here for that to be determined. He continued, they would consider any option the leasing companies would like to

pursue. He pointed out before cars were scrapped they had to be cleaned out. He commented that because the rules regarding tank cars were still being debated some individuals were holding off on scrapping their cars in case the regulations were changed so that the cars could be brought back into service.

A Corinth Town Board member questioned whether it was cheaper to store the cars than to salvage them. Mr. Ellis explained that in many cases it was more practical for tank car owners to store the cars until they were paid off before they salvaged them rather than having to come up with a large amount of money at one time to pay them off. He stated they had been involved with scrapping flat cars when the bank loan was paid off on them at one of their other locations. He mentioned the cars would eventually be recycled, it just would not occur right away.

A Corinth Town Board member queried whether the tank cars that were being stored had transported crude oil or other materials and Mr. Ellis responded he was unsure. He stated the DOT 111 tank cars had primarily been used to transport either ethanol or crude oil; however, he said, a few of them were used for other commodities such as diesel fuel or gasoline. In response to a question by a Corinth Town Board member, Mr. Ellis advised that they would not be transporting cars that had contained hydrochloric acid. He explained they would not be storing cars that contained substances that weighed more than water.

Mr. Vanselow applauded Mr. Ellis for his efforts to enhance SNCR's revenues, as he felt this was a creative way to increase them. He stated he was fully supportive of SNCR moving forward with storing cars to generate additional revenue. Mr. Ellis thanked Mr. Vanselow for his support and apprised they were continuously trying to be creative in their attempts to garner additional revenue for the railroad as they felt it was a valuable asset to the Town and County. He commented their goal was to generate enough revenue to ensure that the railroad remained viable for themselves, as well as the Town and County.

Mr. Conover asked how SNCR would ensure performance under the lease with the companies they were going to be doing business with. As an example he gave the following scenario:

"Company A delivered a car or more. SNCR contacts Company A because there are issues with the cars not being properly secured or leaking, etc. to which they receive no response or they do not respond in a timely fashion or they can no longer respond because they have sold their assets to Company B."

Mr. Conover asked whether SNCR required these companies to post certain performance mechanisms and, if so, would others including the County be named in those insuring performance documents. With respect to insurance, Mr. Ellis responded that SNCR insured everything that occurred on the railroad and the County and Town were provided with insurance certificates naming them as additional insureds with insurance limits in the amount of \$200 million. In terms of how SNCR was covered, he stated that every car was labeled with an alphanumeric identification code. He continued, if a car was labeled GATX145 then they were aware that GTAX was responsible for that car. He mentioned if there was a defect on a car under the Association of Railroad Rules, SNCR had the right to repair the defect and send the bill to the owner. He stated it was their policy to fix cars with defects and bill the owner rather than to just notify the owner of the defect. He pointed out all of the railroads were privy to the same agreement; therefore, he reiterated, they had the right to fix any issues with someone else's car that was on their railway.

Mr. Conover advised there was a slight difference between an insurance policy and a performance policy. As an example, he questioned what would ensure that the continued correct storage and/or removal of the cars would take place if a number of cars were stored in Tahawus and SNCR no longer existed or desired to renew the agreement they had with the County and Town. Mr. Ellis explained that SNCR owned the rail line that the cars would be stored on; therefore, he said, even if they were not the operator of the County track it was still

their responsibility because they owned that portion of the track. He mentioned they recognized the fact that they were responsible for this portion of the tracks, as well as the nine other locations they owned across the Country.

In terms of moving the cars, Mr. Ellis apprised if for some reason they were no longer under agreement with the County to manage the railway it would be their responsibility to inform the new operator that the cars needed to be moved. He continued, from there the County would be obligated to work with the new operator to ensure they could move these cars. Mr. Conover queried who was responsible for the movement of the cars and Mr. Ellis responded that SNCR would not be involved in that part of the process, as it would be the responsibility for the County to work something out with the new operator.

Mr. Hafner interjected that he felt Mr. Conover was concerned with who would be responsible if a leak occurred on the railway. He pointed out Mr. Ellis indicated that SNCR would be moving the cars along the Town and County-owned portion of the railway to their final destination in Tahawus. He stated the cars were going to be stored in Tahawus, and not be anywhere on the Town and County-owned portion of the railway. He informed if a car being stored were to leak it would not be on County or Town owned property, as no cars would be stored along this portion of the tracks and Mr. Ellis concurred.

Mr. Conover asked whether the storage of the cars would ever impact the movement of goods and people along the tracks in Warren County and Mr. Ellis replied in the negative. He explained that they were not in the storage business at any of their locations. He continued, the only reason they stored cars was because it was connected with one of their railroads and provided a revenue stream. He stated if the County were to decide not to renew the contract with SNCR they would notify the individuals that were storing the cars that they had to make arrangements to move them because they did not want to deal with a third party to be in the storage business. He reiterated that storing the cars would provide a revenue stream to SNCR and was not related to any other Iowa Pacific company, similar to how the storage of cars in Colorado provided a revenue stream to the San Lewis and Rio Grande Railroad. He commented in each instance it assisted them with making that particular railroad more sustainable. He mentioned there were companies whose sole purpose was to store cars; however, he stated, this was not representative of them.

Mr. Brock commented he was concerned that the County would be liable for the cars if SNCR and/or the company that stored them were to go bankrupt and abandon the cars. He questioned if there was a way for the County to protect themselves if such circumstances were to occur and Mr. Ellis replied that the County would not be liable for the cars because they were not located in the County, as Tahawus was located in Essex County. He informed one of the following three scenarios would occur if a bankruptcy were to occur:

- 1) The court auctions off all of the company's assets and someone purchases them that was involved in the business of moving rail cars or scrapping them;
- 2) A company goes bankrupt and no one purchases the assets so they become abandoned property. At this point they would become the property of SNCR because SNCR could go to court to take possession of the cars for non-payment. He mentioned they had experienced a circumstance such as this where they had taken possession of cars for non-payment; and
- 3) The court auctions off the cars and SNCR requests the proceeds due to them be paid and the new owners move the cars.

Mr. Ellis advised there was enough value in the scrap from a car to someone; therefore, he stated, under no circumstances would the cars be abandoned on the tracks. In response to a question asked by Mr. Brock, Mr. Ellis advised that if for some reason SNCR were to cease operations the next company to take over the Sanford Lake Branch portion of the tracks would generate a sufficient amount of revenue from scrapping the cars. He

informed that there was the potential to generate enough revenue from scrapping the cars to garner the attention of others.

Mr. Dickinson commented that he was supportive of SNCR moving forward with storing the tank cars on the condition that they had the proper insurance in place and that the cars would be inspected and determined to be empty prior to them being stored, subject to approval by the County Attorney.

Motion was made by Mr. Dickinson and seconded by Ms. Wood to support SNCR in their efforts to generate additional revenue by transporting empty tank cars along Warren County's portion of the railroad to Tahawus where they would be stored as outlined above.

Mr. Auffredou advised he wanted to ensure the Committee members were aware that this activity in his view was something that was contemplated in the license agreement. He continued, this meant SNCR would be able to move trains and supplies over the County-owned portion of the railroad in order to reach their final destination. He pointed out the license grant permitted SNCR to move supplies over the County and Town railroad and supporting facilities to the extent the County and Town railroad and supporting facilities would safely allow in accordance with Federal and/or State laws, rules and regulations. He pointed out SNCR was not requesting permission to use the County-owned portion of the railroad for anything that was not understood from when the original agreement was enacted. He said it was the hazardous material issue that had arisen. He mentioned he felt the opinion from their legal counsel would address the common carrier situation but his understanding was this was not a concern amongst the Committee members today. He continued, the opinion from SNCR's legal counsel may also address the hazardous materials situation; however, he stated, he felt the motion under consideration signified that under the contract the County was willing to grant the consent with the understanding that there may be some residual material present. He informed the reason for consent was because the Committee understood there were some hazardous materials located in the tank cars He mentioned he was supportive of SNCR providing the opinion of their legal counsel on the matter but he did not think awaiting the opinion of their legal counsel withheld the motion today.

Mr. Hafner advised that the Town of Corinth would render a decision on the matter at their next meeting in August. A Corinth Town Board member advised that he believed they would render a decision on the matter following Mr. Hafner's review of the opinion of SNCR's legal counsel.

Travis Whitehead, *Town of Queensbury Resident*, asked whether the storage would block them from transporting rocks from Tahawus and Mr. Ellis replied that was not necessarily the case. He explained that their long term goal was to transport the stone. He said he was unsure whether they would be storing enough cars to block the tracks and prevent them from moving the stone; however, he stated, if this were to occur the stone could be moved at a later point in time. He reported they were committed to hauling stone as evidenced by their substantial investment in the tracks and their long term leases on hopper cars. Mr. Whitehead pointed out since there was 25 miles of track located outside of Warren County, this meant SNCR could potentially store 2,500 cars if they were to utilize the full length of the track. Mr. Ellis commented he was unsure whether there was that much of a demand; however, he said, if this were to occur it would generate a significant amount of revenue for them. Mr. Whitehead stated this would definitely create an issue for hauling stone.

Mr. Whitehead commented that even though the cars were mostly empty he believed because there were fumes present the potential for a hazard to occur was real. He pointed out barges traveling along the Hudson River that had contained fuel oil, etc. were labeled with red flags when they were empty due to the fact that the fumes were far more likely to explode than the liquid. Mr. Ellis advised that he believed it was more likely that the fumes would explode which was why they inspected the cars to determine if anything remained present. He

pointed out the more liquid that remained the more likely an explosion would occur; however, he stated, the tank car itself was 7/16 inch to ½ inch thick steel. He mentioned that during the first meeting he attended with the individuals charged with determining why there was an issue with tank cars exploding they evaluated what the risks were for tank car derailments in 2012. He explained they developed a different risk profile for ethanol versus crude oil with the risk profile being higher for ethanol. He said he had questioned why the risk factor was higher for ethanol and had learned that crude oil was such a thick substance, but if a tank car carrying ethanol rolled over it created a fireball. He apprised this turned out not to be true as evidenced by the oil that contained an abundant amount of additional liquids. He said a substantial amount of time had been spent trying to determine why crude oil behaved the way it does. He reported he learned of the term “BLEVE” (*boiling liquid expanding vapor explosion*). He explained what occurred in a derailment of loaded cars was that one caught fire which in turn heated up another car to the point that the vapor inside the car expanded causing it to explode. He pointed out this was why a fireball was present even in the case of a crude oil car derailment. He reported part of the new USDOT regulations on tank cars required the placement of a thermal blanket around the cars that would withstand the heat from the adjacent burning car long enough to allow rescue crews to get the fire under control before it caused an explosion. He apprised a lot of consideration went into this process, but the bulk of it related to loaded cars. In regards to the fumes, he said his understanding was that the fumes were not sufficient enough to create anything like that because it took a mass of boiling liquid and expanding vapor to blow up a ½ inch thick shell. He noted the ½ inch thick shell was the same material some of the hulls on the ships used by the navy were made of. He commented if he believed there was any risk of an incident occurring he would not store cars two miles from his own home in Colorado.

Jeffery Tennyson, *Superintendent of the Department of Public Works*, asked whether the inspection of the cars would be conducted prior to moving them along the Town and County-owned portion of the railroad to Tahawus or if it would occur in Tahawus and Mr. Ellis replied he was unsure. He explained the details had not been worked out yet but he noted his preference was to always conduct the inspection at an interchange which would be in the Canadian Pacific yard. He noted there was no space available in the Canadian Pacific yard to perform the inspections; therefore, he said, it was likely the inspections would be conducted where the cars were being stored.

There being no further discussion, Mr. Merlino called the question and the motion carried unanimously to support SNCR in their efforts to generate additional revenue by transporting empty tank cars along Warren County’s portion of the railroad to Tahawus where they would be stored as outlined above.

Mr. Ellis thanked the County and Town for their continued support of SNCR’s efforts.

Mr. Tennyson advised that the contract the County and Town had with SNCR expired on June 30, 2016. He mentioned the contract permitted a five-year extension; however, he noted, this should have been taken care of at last month’s meeting. He read aloud from the contract Section 6 which stated the following: *“The operator had a right to request an extension of this agreement for another 5 year term, which request shall be granted provided that 1. The operator is not in default of any obligation of this agreement; 2. Such request is made not later than 1 year before the end of the initial term not later than June 30, 2015; and 3. The agreement is renewed on the same terms and conditions”*. He advised he felt the process should be initiated with a formal request. He anticipated the County would require private meetings to discuss the terms and whether anything needed to be addressed in the extension. He mentioned the possibility of meetings taking place in conjunction the Town of Corinth to move this process along so that there was time to address any concerns in the next five-year term. Mr. Ellis apprised he concurred with Mr. Tennyson that the discussions should start as soon as possible.

Mr. Dickinson asked how long they felt the process would take in order to move forward with another five-year term and Mr. Tennyson responded that it was dependent upon how comfortable the Board was with the terms of the agreement. He added discussion amongst the County staff and Board was required to ensure all interested parties were complacent with initiating the process. Mr. Ellis interjected that he had not reviewed the contract to know whether there was anything he felt should be changed. Mr. Tennyson pointed out adjustments had been made throughout the term of the contract to address any of the known concerns. He surmised they could meet with County, Town and Railroad professionals over the next month to prepare the contract to be presented by the next Committee meeting in August.

Mr. Auffredou apprised as long as all parties were agreeable he envisioned a simple extension of the current agreement. He said a series of amendments had already been incorporated into the current agreement but there may be some items the parties needed to discuss which would take additional time to work out. He added the amount of additional time required was dependent upon whether they were miniscule in nature and could be worked out during the renewal process or rather large topics that required lengthy discussions.

In response to a question by Mr. Dickinson, Mr. Auffredou advised that they could discuss with the Town or Corinth whether it was necessary to amend Section 6 of the current agreement to extend the date they required the renewal to be in place past June 30th of this year. He recommended that the Committee provide SNCR with some additional time to review the current contract to determine whether they felt any changes were necessary in the next term and report back to the County on their determination. He commented he was not overly concerned about the fact that the time period had expired, as he believed if it was necessary it could be waived in the future.

Resuming the Parks, Recreation & Railroad Agenda review, Mr. Tennyson advised that Agenda Item V referred to a request he had received from Mr. Westcott regarding dedication of a bridge to a local veteran. He stated that he had been asked to determine an appropriate bridge in the Town of Queensbury for this dedication. He said he identified the bikeway bridge over State Route 149 near the outlet malls for this purpose. He mentioned he had discussed the process required to dedicate a bridge to an individual or group with Mr. Auffredou. He asked Mr. Westcott to provide a little more background on the request.

Mr. Westcott informed he was here this morning to introduce Bob and Cindy Roberts as the proud Gold Star parents of Sergeant Kristie Roberts, who had been laid to rest in Saratoga National Cemetery a few years ago. He stated the Roberts had approached him after being referred by Congresswoman Stefanik's office about the possibility of having a County bridge dedicated in their daughter's name. He said following discussions with Denise DiResta, *Director of Veterans' Services*, Mr. Auffredou and Mr. Tennyson it appeared that this could be done. He mentioned Mr. Tennyson had identified the bikeway bridge over State Route 149 as a possible location. He indicated there would be no cost to the County for this, as they would be soliciting funding from Veterans' groups for any expenses incurred. He requested that Mr. and Mrs. Roberts be allowed to make a few remarks about their daughter and the dedication.

Mrs. Roberts apprised that on a warm summer day, much like today, in August of 2012 they became Gold Star parents, which was not the gold star they ever wanted to receive. She explained that Gold Star parents had suffered the death of their child while he or she was serving in the military. She informed that their daughter Kristie had an early start as a volunteer, first as a junior member with the West Glens Falls Fire Department and later West Glens Falls Emergency Services. She continued, Kristie volunteered at the Glens Falls Hospital Guild and the Sheriff's Department Explore Post giving her a wide sample of serving the community. She apprised Kristie's passion had always been EMS activities, learning first aid, CPR and becoming an EMT, later serving as a trainer for these services and more. She stated that on the job training gave individuals the opportunity to learn

and grow. She mentioned that Kristie joined the Army National Guard during her senior year at Queensbury High school. She said following Kristie's basic training and AIT she returned home as a medic. She stated that Kristie belonged to West Glens Falls EMS, Bay Ridge EMS, as well as for Lake George, Empire and Warrensburg. She commented there always seemed to be a need for EMS staff, especially volunteers. She advised that Kristie completed her paramedic training at SUNY Cobleskill with honors while working full-time. She reported that sadly, Kristie had become 1 of the 22 servicemen/servicewomen who died by suicide each day as referenced by the military. She informed Kristie had dedicated both her military and civilian life to helping others and trying to make the world a better place. She stated she and her husband were aware of how important it was to look beyond the obvious and know that suffering can be invisible. She requested the Committee open the door for conversation and stop the negative stigma that reaching for help is a sign of weakness. She commented by sharing their journey with the Committee they may help Sergeant Kristie Roberts make a difference. She thanked the Committee for their time.

Mr. Roberts also thanked the Committee for allowing them to speak. He advised he would like to share one of Kristie's opening lines she used when entering a room with a group or gathering "So there I was". He said he would like to open his message with "So there I was" and here they were. He requested assistance from the Committee, stating that Kristie was their only child and had been lost at the age of 27. He indicated at this point their main concern changed from raising their daughter to ensuring their daughter was not forgotten. He mentioned on a recent trip to Tennessee they had observed outside of New York a number of bridges, roadways and Interstate's that were named after someone and he questioned why this could not be done in his daughter's honor. He advised they initiated the process when they returned from their trip, approaching Congresswoman Stefanik's Office where they were directed to Mr. Westcott and Ms. DiResta. He said as well as serving the community in which she was raised, including the Town of Queensbury and Warren County, she also served in the New York Army National Guards located in the Town of Queensbury with the 466 Medical Unit. He explained Kristie enlisted when she was in high school and continued with a three-year term. He said since females were not able to be deployed on the battlefield at that time, her passion had been to become a combat medic. He advised because she could not be deployed, following her three-year term Kristie had decided to shifted her focus and became a flight medic for the New York Army National Guard's 109th Airlift Wing in Scotia, New York. He continued, he believed it was ironic that she was sworn in for her third term with the New York Army National Guard at the site of her grandfather's grave in Saratoga National Cemetery where she was now buried, as well. He noted Kristie had achieved the rank of Sergeant and was serving at the time of her passing. He advised although it was not their first thought, upon the suggestion of Mr. Tennyson it was determined that the bikeway bridge over State Route 149 was an ideal location to be dedicated to Kristie. He commented the location was ideal because of the exposure it received from both vehicle and pedestrian traffic. He stated they were hopeful that in addition to the dedication sign, signs listing the suicide prevention hotline number would be erected, as well. Mr. Roberts thanked the Committee members once again for their time.

Mr. Auffredou apprised the process involved from the legal perspective was very straightforward. He recalled there was a lack of available highway bridges that they would have liked to consider for this. He mentioned his research indicated if a highway bridge was selected for dedication, special statute and legislation would be required; however, he stated, in this circumstance because it was a County-owned bridge with great visibility as had been indicated, the only process required was to enact Board resolution to dedicate the bridge. He apprised the details of how the signage would be placed, the memorials, etc. were not within his purview; however, he reiterated, from his perspective this was an extremely straightforward process for the County to undertake.

Mr. Merlino commented as Chairman of the Committee he would be honored to make a motion to bring forth the request, as he felt no parent should every have to lose a child. He said he could see in his own heart what

would occur to anyone with children if they experienced such a loss. He mentioned he felt it was appropriate way to honor a daughter who had served the Country and everything she looked forward to. He stated that Messrs. Westcott and Tennyson would be in touch with them to make arrangements for the placement of the signage on the bridge.

Mr. Auffredou advised that the motion should include that Messrs. Tennyson and Westcott would work on a plan for the memorial with signage, etc. He said it may be a good idea for the matter to return to the Committee at some point to display exactly how the memorial and signage on the bridge appeared. He mentioned they had taken the legal steps they required today, leaving decisions to be made in the future regarding what the signage would look like, where it would be placed, and etc. He surmised the Committee would like to see these plans at some point in the future. He reiterated as part of the motion the Committee was authorizing Messrs. Tennyson and Westcott to work on the appearance and placement of the signage on the bridge. Mr. Westcott requested that Mr. Tennyson take the lead on the appearance of the signage for the bridge and Mr. Tennyson agreed. Mr. Robert's added they could provide Mr. Tennyson with several pictures of other bridges that had been dedicated if this would be helpful and Mr. Tennyson replied this would provide him with a good starting point. He mentioned Ms. DiResta had indicated other Veterans' groups may be interested in becoming involved with the process and may be able to provide them with other ideas. He said the NYSDOT had informed him they were concerned with anything placed on the bridge that faced traffic which could be a distraction. He commented his early indication from the NYSDOT was that they would be flexible and work with the County on this.

Mr. Auffredou clarified that following approval from the full Board at the August 21st meeting, the bridge would be known as the Sergeant Kristie Roberts Bridge. Mr. Merlino thanked the Roberts for taking the time to attend today's meeting and discuss the matter with the Committee.

Motion was made by Mr. Merlino, seconded by Mr. Dickinson and carried unanimously to authorize the dedication of the Bikeway Bridge over State Route 149 to be renamed the Sergeant Kristie Roberts Bridge in honor of her service to the County as outlined above, and the necessary resolution was authorized for the August 21st Board meeting.

This concluded the Parks, Recreation & Railroad portion of the Committee meeting and the Solid Waste portion of the meeting began at 11:07 a.m.

Privilege of the floor was extended to Julie Butler, *Purchasing Agent*, who distributed copies of the Request for Bids for Disposal Services for Municipal Solid Waste proposal; *a copy of which is on file with the minutes.*

Mr. Vanselow exited the meeting at 11:08 a.m.

Mrs. Butler reported that on Friday, July 24, 2015 she distributed draft copies of the Solid Waste and Recyclables Bid to the Supervisors for their review. She explained it was a two-part process with the disposal bid going first. Next, she said, the hauling bid was based upon the locations that were bid for the disposal. She noted all of the changes were highlighted. She stated some of the changes were brought forth from the addendums that were issued and in other places she felt the language needed to be clarified to be more flexible for the towns as far as opting in or out on certain things. She pointed out the insurance requirements were just an update which had been provided to her by the County Attorney's Office. She apprised she had included the determination of award which had been verified last time in an addendum.

In response to a question asked by Mr. Dickinson, Ms. Butler stated that the figures listed in the charts represented tonnage. She said once she received the figures from the remaining municipalities the chart would

be completed. She apprised she was waiting to hear back from the City of Glens Falls as to whether they wished to participate or not. She indicated she was awaiting a response to her request for figures from D&G regarding recyclables; however, she stated, they had not responded as of yet. Mr. Dickinson queried whether processible referred to cardboard and paper and Mrs. Butler replied in the negative. She explained that processible referred to the everyday trash; however, she noted, the page four consisted of a chart that broke down the recyclables by what they were and how many tons of each were recycled. She said the C&D figures referred to construction and demolition. She pointed out Waste Management included their non-processible with the C&D and Casella incorporated it with their processible; therefore, she noted, the numbers were blended because the bids received did not break the costs down for the County. She mentioned she felt it would be beneficial for them to know what the C&D tonnage was, as well. She apprised the last time this was put out for bid it had all been grouped together so the companies had no idea how much of each type of waste was generated.

A third piece to this, which had been included in her correspondence with the Supervisors, Mrs. Butler stated, was that she had commenced working on an electronics bid. She stated it was her understanding that one of the vendors used by a number of towns for electronics recycling had ceased operations due to the fact that they could no longer cover his costs. She advised she would require figures from any of the towns who would like to be included on the bid for electronics recycling. She said this bid would run very similar to the solid waste bid.

Mr. Dickinson apprised recently one of the recycling vendors they used closed so they were no longer able to place cardboard, paper and magazines all in the same container. He said they had to go back through and sort everything due to the changeover. Mrs. Butler said she was unaware of this occurring with one of the current contractors but said she would look into it.

David Strainer, *Town of Queensbury Resident*, reported that the Town of Queensbury was dealing with a similar issue. He said they had been unable to locate a vendor who would dispose of their electronics for them. He mentioned he had heard that the NYSDEC was supposed to have a method in place to make the manufacturers of these products take them back and recycle themselves; however, he stated it was his understanding the Town had not received a response from the NYSDEC on this as of yet. He added he believed there was no cost for this program.

Mr. Conover asked whether the notation that no containers would be required by these specifications meant that no containers would be required by the municipality and Mrs. Butler replied in the negative. She explained that this meant the vendors were not required to supply the containers because it was included under the hauling contract which was the second part of this bid. Mr. Conover pointed out the containers the municipalities had were owned by the County and he queried how they would determine who did and did not have containers. He added there were times when the vendor took away containers and did not replace them with an empty one and there were certain times of the year that this created an issue. He said that it took some effort on the municipality's part to ensure they provided empty containers in a timely fashion. He asked whether the responsibility for supplying containers fell upon the municipality and Mrs. Butler replied in the negative. She explained that the last time the hauling specifications were sent out for bid it stated that the County and vendor would provide the containers. She continued, in those specifications it indicated that if additional containers were required this would be negotiated as part of the contract. She remarked Casella had indicated to her that because containers were so expensive to purchase and maintain they kept their supply at a minimum. She added that no bids had been placed when the County included the requirement that the vendors supply the containers. She mentioned the vendors were relying on the County to provide enough containers to switch them out.

In response to Mr. Conover's comments regarding the "tripping versus swapping out", Mrs. Butler advised that an option may be to implement an automatic pick up schedule to ensure there were always other containers available that were not full rather than having the vendors pick up all of the containers at one time when they were full. She said if the containers were an issue then they should discuss whether it was necessary to purchase more.

Mr. Dickinson commented he believed it was virtually impossible to keep track of all of the containers. Mr. Tennyson remarked that it would be extremely difficult to have an accurate inventory of the containers at any given time. He said an inventory of the containers had not been completed this year; however, he stated, he was aware that some containers had been taken out of service because they were irreparable. He indicated every year a certain number of containers were taken out of service but they had not purchased new ones in several years.

Discussion ensued.

Mr. Dickinson commented he felt the County should be aware of how many containers they had when they commenced with a new contract. Mrs. Butler apprised she listed what each Town had for containers in the hauling specifications for the last bid; therefore, she stated, since it had been three years since the last contract was awarded she would be updating this information. Mr. Dickinson informed his point was that at the end of the contract they should be able to determine how many containers were still in service since there was only one contract. Mrs. Butler interjected that there were multiple contracts for the service. She noted Casella indicated they primarily utilized County-owned containers that they would swap out if they had enough on hand.

Ms. Wood asked whether Mrs. Butler was working on an automatic pick-up time in the hauling bids as an option and Mrs. Butler responded that she was placing language in the hauling specifications regarding this but she was not holding anyone to it. She advised that the haulers would prefer an automatic pick-up schedule, as it allowed them to plan out their daily routes. She mentioned she was going to let the municipalities determine whether they wanted to partake in the automatic pick-up Ms. Wood commented one of the issues her Town had was when they called and scheduled their pick-ups the vendors often did not show up for two weeks which caused major issues for the Town. Mrs. Butler pointed out if a municipality only wanted to partake in automatic pick-up specific times of the year they had that option, as they were not obligated to participate year round.

Ms. Wood commented the difficulty would be even if they tried to get on an automatic pick-up schedule there would be times when the vendor did not come even though your pick-up was scheduled for that day. She questioned whether there was some way to include in the specifications if a municipality was on an automatic pick-up schedule the vendor would be obligated to adhere to the schedule. Mrs. Butler stated she could include in the specifications that the vendor was required to pick-up within 24-48 hours of their regularly scheduled day. Ms. Wood mentioned she was open to some flexibility, as she was aware circumstances did occur that prevented the vendors from picking up on their regularly scheduled day such as snow storms; however, she said, there were times in the summer when it was unpredictable. Mrs. Butler indicated she would add the requirement that the vendors pick-up within 24-48 hours. Mr. Tennyson remarked that the maximum response time was typical for most bids and Mrs. Butler concurred. Mrs. Butler added this would be relevant to all services and not just the automatic pick-up schedule.

Mr. Auffredou apprised that this would be set up for a one-year contract with the option to renew for two additional one-year extensions. He mentioned this was the initial bidding process managed by the Purchasing Department; however, he said, his Office would be charged with handling putting together the contracts after

the bids were awarded. He pointed out it was an enormous undertaking that the County managed on behalf of the Towns because they were dealing with multiple vendors and multiple agreements with several municipalities. He reported the way it was set up was the County would handle the majority of the work but the towns would then be free to work directly with their particular vendors on the types of issues Ms. Wood had mentioned.

With respect to electronics recycling, Mr. Auffredou stated that Mr. Strainer was correct in stating NYSDEC law provided that the manufacturers of this equipment had to supply information about where and how to dispose of these units at the time of purchase. He continued, they were also required to designate a convenient area within the region where these materials could be returned for disposal and processing. He commented he was unaware of whether or not they were following through with this practice.

Mr. Conover mentioned he believed it was necessary for the vendors to better document and explain the credits on bills for recyclables against the total cost, as it was difficult to determine what the credit was for. Mrs. Butler advised she had included that the County may require annual tonnage reports at any time during the term of the contract. Mr. Conover commented that he felt this could be improved upon even more. Mrs. Butler stated that she had included this to assist her with putting together the specifications because the vendors did not necessarily have all the data consolidated into a report for her to use when she prepared the next bid. She mentioned she could add to this as far as breaking it down by rebates and credits.

A discussion ensued pursuant to which it was determined that Mrs. Butler would make the clarifications before the bid was sent out.

Mrs. Butler noted that she would like to advertise the bids in the newspaper next week to ensure the contracts were in place in a timely manner. She mentioned all of the contracts should be settled well before the end of the year.

Mr. Conover thanked Mrs. Butler for her efforts on the behalf of the municipalities, as he recognized the exorbitant amount of work that went into preparing these bids. Mr. Tennyson noted they were still awaiting details from some of the municipalities. He added this could impact the timeline of they were not received in a timely manner.

This concluded the Solid Waste portion of the Committee meeting and the DPW portion of the meeting began at 11:33 a.m.

Commencing the DPW Agenda review, Mr. Tennyson advised the following requests were a result of audits conducted on the Projects:

Page 1- Request to decrease Capital Project No. H258.9550 280, Tannery Bridge over Stony Creek in the amount of \$96,867.60

Page 2- Request to decrease Capital Project No. H319.9550 280, Hicks Road Reconstruction in the amount of \$314,707.73

Page 3- Request to decrease Capital Project No. H277.9550 280, Beach Road Reconstruction in the amount of \$136,821.15; and

Page 4- Request to Increase Capital Project No. H332.9550 280, West Brook Parking Lot in the amount of \$687,411.81.

Motion was made by Mr. Sokol, seconded by Mr. Dickinson and carried unanimously to approve all four of the requests outlined above and forward same to the Finance Committee. *Copies of the Resolution Request forms are on file with the minutes.*

Mr. Tennyson requested to amend the 2015 County Budget in the total amount of \$66,880.55 to transfer local match funds for various capital projects. He explained that this was a procedural process to move funds within some funding codes as directed by the County Treasurer's Office so they could achieve the increase that was approved for Capital Project No. H322.9550 280.

Motion was made by Mr. Dickinson, seconded by Ms. Wood and carried unanimously to approve the request and forward same to the Finance Committee. *A copy of the Request to Amend the County Budget form is on file with the minutes.*

Mr. Tennyson requested a new contract to award bid and authorize a contract with the lowest responsible bidder to construct the West Brook Porous Asphalt Parking Lot in the Town and Village of Lake George (WC 50-15) for a term commencing upon execution of the contract and terminating upon completion of the work.

Motion was made by Mr. Sokol, seconded by Mr. Dickinson and carried unanimously to approve the request as presented and the necessary resolution was authorized for the August 21st Board meeting. *A copy of the resolution request form is on file with the minutes.*

Mr. Tennyson requested a transfer of funds between road projects totaling \$32,000. He explained this was a standard request they made when they completed road projects and wanted to transfer any leftover monies to other road projects that required additional funding.

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

Next, Mr. Tennyson presented a request for a letter of support for the 2015 Glens Falls Lions Club Duathlon taking place on Sunday, October 11, 2015 at SUNY Adirondack College. He mentioned a similar resolution was done for last year's event. He said because the event took place on a portion of a State Road, NYSDOT required letters of support from all local governing bodies before they would issue a permit.

Mr. Dickinson questioned what events took place at the dualthon and Mr. Tennyson responded that there were multiple events using several roads as depicted on the map; *a copy of which is on file with the minutes.*

Motion was made by Mrs. Frasier, seconded by Mr. Dickinson and carried unanimously to approve the request as presented and the necessary resolution was authorized for the August 21st Board meeting.

In regards to the Palisades Road Bridge over Brant Lake Inlet Project (CR26), Mr. Tennyson advised he was awaiting some grant documents to amend the scope of work for the project. He explained that once the project had commenced they realized it required more extensive work than they had originally projected.

Moving along, Mr. Tennyson felt it was pertinent for the Committee to be aware that the Confidential Assistant to the Superintendent and Deputy Superintendent of Public Works had put in her two-week notice to embark upon a new career path as an owner of a daycare facility in the Town of Warrensburg. He commented this was a

critical position for his Department; therefore, he stated, he had requested that a salary study be conducted prior to taking the steps required to fill the vacancy.

Mr. Tennyson distributed photos of recent road projects they had been working on of which he reviewed in detail; *copies of which are on file with the minutes.*

Mr. Tennyson apprised that the DPW Salt and Fuel Usage Reports were included with the agenda for the Committee to review.

Mr. Tennyson requested that any Supervisor who had not received a key fob for access to the building stop and see him after the meeting, as he had them with him. He advised that once the locks were activated on the doors of the Municipal Center Building the key fob would permit them access to the Building. He said they were in the process of issuing all fobs to the employees and programming them. He surmised they would be in place within the next few weeks, as they were awaiting the placement of signs directing the public to the doors that would be open for them to use.

Mr. Conover requested Mr. Tennyson consider included funds for remediation of Japanese Knotweed along County roads in his 2016 Budget so that when they did ditching work they would not inadvertently spread it. He said they had been making efforts in the Town of Bolton to address the issue; however, he stated, he understood this would not occur overnight. Mr. Dickinson questioned whether this was the weed that spread when it was cut and Mr. Conover replied affirmatively. He explained that it spread to wherever the material was disposed of when they did ditching along the roads. He suggested the County develop a plan to deal with the issue.

Mr. Tennyson advised it would be an expansion of the scope of work they completed along the roads if they were to deal with an invasive plant. He said he believed they would have issues developing this capability in-house, as they did not have the manpower required and would not want to detract from the safety and function related work they did. He remarked he could look into developing an RFP (*Request for Proposal*) to come up with some figures for an on-call service that could be made available to them. Mr. Conover stated many of the municipalities would be interested in piggy-backing on the contract for when they were doing work on the roadway.

Chairman Geraghty asked whether this was something the Warren County Soil & Water Conservation District could manage for the County as an added service. Ms. Wood apprised she had attended the monthly meeting of Warren County Soil & Water Conservation District yesterday and she believed they had tapped out their resources as far as staffing was concerned. Ms. Wood commented it may be possible to make an arrangement with them for additional staffing or an intern. Chairman Geraghty advised that they were such a valuable resource to the County and had the knowledge to deal with an issue such that it was practical for the County to provide funding for them to add additional staff required so they could work on this issue. Ms. Wood apprised she felt they would be open to discussing the matter with the County. Mr. Dickinson suggested they could possibly use an intern from SUNY Adirondack to conduct the work.

As there was no further business to come before the Public Works Committee, on motion made by Mr. Dickinson and seconded by Mrs. Frasier, Mr. Merlino adjourned the meeting at 11:43 a.m.

Respectfully submitted
Charlene DiResta, Sr. Legislative Office Specialist
(As typed by Sarah McLenithan, Deputy Clerk of the Board)