

**WARREN COUNTY BOARD OF SUPERVISORS
SPECIAL BOARD MEETING
FRIDAY, NOVEMBER 30, 2007**

**NOTICE OF SPECIAL MEETING
TO THE MEMBERS OF THE BOARD OF SUPERVISORS OF WARREN COUNTY:**

You are hereby notified that, I, WILLIAM H. THOMAS, Chairman of the Board of Supervisors of the County of Warren, pursuant to the power vested in me by Rule A.3 of the Rules of the Board of Supervisors, hereby call and convene a special meeting of the Board of Supervisors of Warren County to be held in the Supervisors' Room in the Warren County Municipal Center, Town of Queensbury, New York, on Friday, November 30, 2007 at 10:00 a.m., for the purpose of considering, and if determined by the Board to be appropriate, voting on, or otherwise taking action on, the following matters:

1. Public Hearing regarding the adoption of proposed Local Law No. 14 of 2007 - "A Local Law Amending Local Law No. 5 of 2005 to Revise an Empire Zone (Formerly Known as an Economic Development Zone) by Deleting One (1) Parcel in the Town of Queensbury and Adding Two (2) Parcels in the City of Glens Falls";

2. The Conservation Easement and transactional agreement concerning the acquisition of the Gaslight Village and Waxlife USA Museum properties;

3. The retaining of R.S. Lynch & Company for purposes of applying for a Smart Growth Grant relating to solid waste and/or recycling; and

4. To conduct such other business as may properly come before the Board of Supervisors.

The Clerk of the Board of Supervisors is hereby directed to call for the meeting and give written notice to all members of the Board of Supervisors of such meeting.

Dated: November 21, 2007

The Board of Supervisors of the County of Warren convened at the Supervisors' Room in the Warren County Municipal Center, Lake George, New York, at 10:00 a.m.

Mr. William Thomas presiding.

Salute to the flag was led by Supervisor F. Thomas.

Roll called, the following members present:

Supervisors Gabriels, Monroe, Girard, Mason, O'Connor, Kenny, Belden, Bentley, W. Thomas, Merlino, Stec, Caimano, VanNess, F. Thomas, and Geraghty - 15.

Absent: Supervisors Sheehan, Tessier, Champagne, Sokol and Haskell - 5.

Chairman Thomas declared the Public Hearing on Proposed Local Law No. 14 of 2007, open at 10:00 a.m. and requested the Clerk read the Notice.

Clerk read the Notice of Public Hearing.

Supervisor Sokol entered the meeting at 10:02 a.m.

Mr. Monroe commented that this Local Law, which would revise the Empire Zone by deleting one parcel in the Town of Queensbury and adding two in the City of Glens Falls, was very important to Finch Paper LLC because it would allow them to receive Empire Zone benefits. He added that it was his belief that concurring resolutions had been approved by both the Town of Queensbury and the City of Glens Falls. Mr. Stec advised that such a resolution had not yet been approved by the Town of Queensbury; however, he noted, it would be presented at their upcoming Town Board meeting.

Mr. Kenny asked if the parcels in question were already in existence or if they were being allotted and Leonard Fosbrook, President of the Economic Development Corporation of Warren County, replied that the City of Glens Fall parcels were already in existence and were owned by Finch Paper, LLC. He noted that they had been inadvertently left out during prior revisions to the Empire Zone performed in 2005. Mr. Fosbrook added that the parcels were essential to the operation of Finch Paper, as the property housed the co-generation system used by the company, as well as other key machinery. As for the parcel located in the Town of Queensbury, Mr. Fosbrook explained that they were fortunate to be able to delete it because recently they had re-zoned some light industrial land to highway commercial, which did not fit the economic development plan in Queensbury, where Empire Zone benefits were not offered to retail properties. He said that this was a great inter-municipal effort to assist in making allowances for the new owners of Finch Paper, LLC.

Supervisor Champagne entered the meeting at 10:06 a.m.

John Brodt, representative of Finch Paper, addressed the Board noting that, as discussed at their last meeting, this issue had been the result of a clerical error that the new owners of Finch Paper LLC had accidentally discovered. He explained that the properties had originally been included in the Empire Zone but had been mistakenly removed through no fault of Finch Paper; however, he said, it was critical to Finch Paper that the situation be rectified as a number of their operating facilities were located on the parcels in question. He noted that although from one vantage point this seemed to be nothing more than a minor clerical error, to Finch Paper LLC, this was a major tax benefit upon correction.

There being no one further wishing to speak on the Proposed Local Law No. 14 of 2007, Chairman Thomas closed the Public Hearing at 10:07 a.m.

Moving along, Chairman Thomas advised that the next topic for discussion would be the conservation easement and transactional agreement concerning the acquisition of the Gaslight Village/Waxlife USA Museum property. Privilege of the floor was extended to Paul Dusek, County Attorney, to address this issue.

Mr. Dusek distributed three documents to the Board members, *copies of which are on*

file with the minutes. He explained that the first was entitled the 'Conservation Easement' which they had been working on with the three environmental groups (3 E's) that basically established the relationships of the 3 E's, the County and the Town and Village of Lake George with respect to the Gaslight Village property.

Mr. Dusek advised that the second document distributed was an agreement which would include the 3 E's in the transaction, allowing them to pay their portion of the project, which had most recently been determined as being in the neighborhood of \$1.75 million. In addition, he said, the agreement would guarantee the easements and rights specified in the 'Conservation Easement', as well as a provision that the 3 E's would be responsible for the costs of the extension required of the Wood Foundation to complete the contract. Mr. Dusek reminded the Board members that the contract was supposed to close on September 7, 2007; however, he said, because the parties involved had not been ready at that time, the Wood Foundation had agreed to an extension, although at an additional cost, which would be covered by the 3 E's as per this agreement. Another important factor of the agreement, Mr. Dusek pointed out, was the inclusion of verbiage allowing the 3 E's to seek funding for their conservation easement from the State of New York and also allowing them to eventually sell the conservation easement to the State. He noted that if the easement was sold to the State, they would not have the ability to change the agreement once it had been filed. Mr. Dusek said that the reasoning behind this was to allow for the 3 E's to regain the funding spent for the project.

Mr. Dusek advised that the third document, entitled 'Conservation Easement Highlights', was intended to make the project easier to understand as the actual documents were much more difficult to read because they contained extensive legal jargon. He added that the highlights would clarify what the easement consisted of as well as the relationships between the parties involved.

Mr. Dusek reminded the Board members that at a previous meeting he had distributed and discussed a diagram of the property and the changes intended, which had been acceptable to the Board at that time. One of the main concerns, he noted, was that although they were in general agreement with the layout of the site, there had been questions with regard to the rules of use that would be attached to the property. Mr. Dusek stated that the Conservation Easement Highlights document listed the exact uses of the property and started off with general guidance principals that set forth what the parties were planning for the property overall.

Mr. Dusek briefly reviewed the Conservation Easement Highlights document for the benefit of the Board members.

Mr. Geraghty asked how much space was intended for the festival area and Dave Wick, Soil & Water Conservation District Manager, advised that approximately 80,000 square feet was intended for this purpose.

Mr. Caimano pointed out that the documentation distributed by Mr. Dusek specified that temporary structures and equipment necessary to conduct permitted activities were

restricted to being used for 14 days, and he asked when the restriction had been added. Mr. Dusek replied that the 3 E's had imposed the restriction, and he noted that 14 days was the longest time frame that had ever been used for such events in Warren County. He added that if the Board members felt this time-frame was too short, he could return to the 3 E's to amend the agreement to include a longer period of time. Mr. Caimano replied that a 14-day limit would restrict the ability for the County, Town or Village to schedule any long-term events. In addition, he noted, due to consecutively scheduled events over the summer months, it would be fiscally prudent to leave the tents standing throughout the summer months, rather than to reassemble them for each event. Mr. Caimano said that it might not be a good idea to place such restrictions on the property in light of this fact.

Discussion ensued with respect to this matter.

Returning to the point that the agreement gave the 3 E's the ability to sell their conservation easement to the State to regain their investment in the project, Mr. Merlino asked if the County had the same option. Mr. Dusek replied in the negative, explaining that when the property was purchased it would be added as parkland property and the law stated that parkland was inalienable, meaning that it could not be transferred without Legislative authorization. He added that it was not likely that the State would consider the purchase.

Mr. Belden stated it was his understanding that the Board of the Town of Lake George had not yet stated their approval of the funds required to support their portion of the project costs and he asked who would be responsible for paying this if the Town of Lake George did not. Mr. Dusek replied that, as per Mr. Tessier, the matter would be addressed at an upcoming Town Board meeting, therefore, a definitive answer was not available. He noted that if the Town chose not to participate, another possibility for funding would be to request it of the State through grant funding, which would certainly change the dynamics of all aspects of the cost sharing project. However, he said, it was too early to count on these funds as they could not say whether or not they would be received. Mr. Dusek stated that the reason they were proceeding with the conservation easement was because no matter how the funding ultimately worked out, this would essentially create the relationship and use of property that all parties were striving to establish.

Chairman Thomas stated that the County had made very clear its intention to contribute no more than \$1.3 million to the property acquisition regardless of any arising issues.

Mr. Kenny stated that he was deeply concerned with the 14-day restriction indicated in the project agreements. He said that at a recent Occupancy Tax Committee meeting they had discussed the relationship with those people coming to Warren County for their events and that Occupancy Tax guidelines currently limited the contribution to each event to a total of \$50,000. Mr. Kenny advised that one way to reduce expenses would be to proceed with Mr. Caimano's suggestion and erect tents for the entire summer, offering this as a benefit to summer groups using the site for the events.

Chairman Thomas stated that this was a valid point, as it required a considerable

amount of effort to erect the large tents used. In addition, he noted, it was likely to be more destructive to the land to constantly put up and take down the tents than it would be to leave them standing for the entire summer.

Mr. Mason pointed out that the County would be contributing \$1.3 million to the project, but only getting 1.7 acres of the entire 12 acre parcel. He said that it seemed to be a very large contribution for a relatively small portion of the property and he asked who had decided this. Mr. Dusek replied that the festival site was only one part of the entire property, and the County would have ownership of the entire parcel, along with the Village and Town of Lake George. He said that in addition to the festival space, they were also gaining the Waxlife Museum Building and use of the entire facility, including bathrooms, picnic areas, walkways and such. Mr. Dusek advised that the size of the festival area had been derived by the Supervisors based on a walk of the property and the needs for prior events.

Mr. Geraghty noted that although the project would include both a festival and a staging area, there was no additional parking associated with the project. Mr. Dusek replied that the parking for the area would be facilitated by existing space on Westbrook Road and also in other areas of the Village of Lake George, as per Robert Blais, Mayor of the Village of Lake George. Mr. Dusek added that parking areas could potentially be developed on other portions of the property which were not used for tents; however, he said, it would be parking on grass because no paved parking was allowed on the site.

Mr. Monroe asked if the State would take the place of the environmental and management groups in the event that the conservation easement was sold to them and Mr. Dusek replied that it would depend upon the arrangement made between the State and the 3 E's.

Peter Bauer, Executive Director of the Fund for Lake George, advised that reluctance to purchase the conservation easement had been by the State because they would be purchasing an easement over parklands, which was not especially attractive to them. In light of this, he said, the resale value of the easement was not as high as the contribution.

Mr. Dusek apprised that, as noted in the Conservation Easement Highlights, any uses of the property had to be carried out consistent with the Stormwater Management Plan. He noted that during the time that they were waiting for the property to be developed, they could use any portion of the site; however, he said, this point was currently in negotiation as the 3 E's were of the opinion that use should be restricted to what would be available for use upon completion of the project. Mr. Dusek said that although he could foresee no issue, the groups felt it was important to restrict use for those groups visiting the area so that they were not using sites that could not be used in the future. He added that he felt language could be included in any contract to detail that the site used prior to the development of the property might not be available subsequent to it. Mr. Dusek said that they were still trying to reach an agreement on this point and keep the language as broad as possible for use of the property while waiting for the development to occur.

Mr. O'Connor stated that the Conservation Easement Highlights did not delineate the amount of parking that would be allowed there and he said he felt it was important to include such language as parking was always a major issue. Mr. Dusek replied that it was his

understanding that any portion of the space not being used for tents could facilitate vehicle parking. Mr. Wick apprised that the festival commons were planned to include a system that would combine plastic, circular rings and topsoil which would allow for parking of heavy vehicles on the site while maintaining the integrity of the root structure, allowing for grass to continue to grow. He said that this was an accepted system that seemed to work very efficiently.

Mr. O'Connor clarified that his concern was the amount of space that would be allocated for parking specifically and it was his feeling that a more definitive listing of the parking space available should be included in the agreement. Mr. Dusek asked Mr. Wick if a study could be performed to reasonably calculate the number of cars that could park in the festival area and Mr. Wick replied affirmatively.

Mr. VanNess asked if the system described by Mr. Wick would be used for the entire property and Mr. Wick replied affirmatively, noting that this system was included in the current plans for the property.

Mr. Kenny asked who would benefit from any fees received for parking on the site and Mr. Dusek replied that any funds gained from the site would go into a fund which would then be used to maintain the site. He said that the County had the responsibility, through the Soil & Water Conservation Department, to provide all of the maintenance work once the project was completed. Mr. Dusek clarified that the 3 E's would be responsible for placing the project and once it was completed the County would be responsible for maintaining it. Mr. Dusek added that the Town and Village of Lake George would have the responsibility of maintaining the other aspects of the project, such as the restrooms and the aesthetic obligations such as flowers, plants and bushes.

Mr. Mason asked if it might be possible to gain additional property on the western side of the parcel for parking purposes and Mr. Dusek replied in the negative. He said that a meeting had been scheduled with NYSDEC (New York State Department of Environmental Conservation) to discuss the possibility of gaining some of the battlefield grounds; however, he said, this was going to be used for stormwater management. Mr. Mason stated that he agreed with Mr. O'Connor in that if they were going to gain a space for vendor tents and such they should also have sufficient parking, not only for the vendors but also for visitors to the site. Chairman Thomas stated that they would continue to discuss this point in the future and would make every attempt to maximize parking on the site.

Mr. Gabriels pointed out that the Conservation Easement Highlights stated that the parking would be limited to the 'carrying capacity of the land' and he asked what this meant. Mr. Dusek explained that as per Mr. Wick's description of the system that would be used to maintain growth of the grass on the property, it would not support the same volume of an asphalt parking lot. He added that Mr. Wick would estimate an accurate figure of the volume of parking that could be supported by this system.

Mr. Caimano stated that discussion with respect to this matter had been held in the past and he reminded the Board members that the reason the project had been forwarded

was because it was necessary for the protection of Lake George. He said that the economic benefits received through the project would be a bonus, but were not the true intentions of the project. Mr. Caimano noted that in the past they had left the parking issues that would result in the hands of Mayor Blais, who was most familiar with such issues, and it was his feeling that the parking would be sufficient.

Chairman Thomas stated that it was his impression that the majority of the Supervisors believed, as he did, that the protection of the Lake was the primary concern of the project while maximizing the use of the property in the process. Mr. O'Connor agreed with Chairman Thomas' statement, clarifying that he had voted for the project based on the need to protect Lake George as his foremost concern. He said that because use of the site for special event purposes was an added bonus, he was now concerned with its usability. Mr. O'Connor stated that he had no intention of voting against the project, he simply wanted to clarify the parking issues that might be intensified by the project.

Mr. Monroe voiced his concern with the verbiage in the agreement which expressed that some activities would be allowed only if first approved by the grantees, which he assumed was the Management Committee. Mr. Dusek replied that because of their position in the Management Committee, the 3 E's had the ability to block any event they did not agree to. Mr. Monroe said that in order to avoid any future conflict between the parties involved, the agreement should be altered to specifically advise of what activities would be allowed. Mr. Dusek advised that they were working on this point, which was meant to cover any activities they had not specifically agreed to. He said that unfortunately when he had attempted to summarize this point it had been taken out of context.

Mr. Dusek continued the review of the Conservation Easement Highlights.

Referring to the Municipal responsibilities portion of the project, Mr. Merlino asked if there was any indication as to the cost to maintain the property. He noted that although the Soil & Water Conservation Department did a wonderful job, he wondered if they would require additional staff to maintain this property once acquired. Mr. Dusek replied that any of the fees received from use of the site would be transferred to a fund specifically for maintaining the property. Mr. Wick added that much of the maintenance of the property would be very low cost, through the use of interns and volunteers. He said that the only considerable maintenance costs would be incurred through the need to rent a long-reach excavator annually to clean out the sediment pond; however, he noted, the Town of Lake George was always willing to donate their equipment, trucks and operators for jobs such as this. Mr. Wick stated that the annual maintenance budget was anticipated as \$17,000.

Mr. Monroe pointed out that the agreement included a clause which indicated that if the 3 E's did not complete construction of the project within five years of recording the environmental easement, the Municipalities may do so with the 3 E's suffering no liability or damage. He said that it was his understanding that the 3 E's would be financially liable for development of the project regardless, and this clause seemed to indicate otherwise. Mr. Dusek stated that the understanding had always been that the 3 E's would contribute \$1.7 million to acquire the site and the project would be built with any funds raised. He clarified

that none of the parties were obligated to actually carry out and build the project. Mr. Dusek said that all of the involved parties would give their best effort to be sure that the project was carried out; however, he said, the worst case scenario was that the project would not be developed and the County would have the ability to use the property under the pre-development rules, allowing for all portions of the property to be used for events and such. Mr. Dusek said that the five-year clause had been added to allow for minor work to be done, with the assistance of the Soil & Water Conservation Department, to develop the project independently over a number of years if the 3 E's did not complete the project in the time-frame specified. He said that it was the hope of all parties that the 3 E's would be able to raise the funds necessary to complete the project. Mr. Dusek stated that although the clause gave the 3 E's a way out of the project, the intention of the agreement was primarily to avoid the commercial development of the property by an outside entity; secondly to clean up the site and make it usable for the festival site and thirdly to develop the Stormwater Management Plan.

Mr. Bauer said that the 3 E's had every intention of completing the project prior to the five year time limit. He added that the clause had been added at the request of the County so that they would have the ability to complete the project if it was not finished by the end of the specified time-frame. Mr. Monroe countered that if the 3 E's were committed to completion of the project, then the five-year clause should be removed from the agreement. Mr. Bauer stated that this was not included as a means for an escape clause, but rather to allow other parties to take over the project for completion in the event that the funding was not received as anticipated. Chairman Thomas advised that this clause should be re-written to more accurately portray its intention.

Mr. Dusek stated that the use of the Waxlife USA building was of special interest to Mr. Tessier and the Town of Lake George, and they had been negotiating many of the clauses pertaining to the building. He said that it was his understanding that the County was not interested in this portion of the property and had been more interested in gaining the property desired for the festival area. Mr. Dusek advised that Mr. Tessier and the Town's legal counsel had been pursuing this aspect; however, he said, he wanted the Board members to be aware of the situation. He noted that there were certain obligations on the part of the Town to use or make plans for the building within a certain period of time or the building would have to be torn down.

Mr. Belden asked who would be responsible for the costs of destroying the Waxlife Museum building if the Town did not meet the specified time limits and Mr. Dusek replied that this was something that would have to be re-negotiated if the Town of Lake George chose not to participate. Chairman Thomas stated that the state of the building also had to be taken into consideration because it might be decided that the building was not salvageable. Mr. Dusek reiterated that if the Town was unwilling to participate in this project, this was one of the aspects that would be renegotiated.

Mr. Kenny asked who would be responsible for the costs to remove the Waxlife building if the Town of Lake George remained in the project but the building was deemed unsalvageable and Mr. Dusek replied that the Town of Lake George would be responsible for the demolition costs.

Mr. Dusek stated that the Conservation Easement Highlights, as well as the discussion held should give the Board members a good feel for the property and the transactions they were considering. He said that the items he intended to review and revise pertained to the 14-day limitation for temporary structures, parking issues, the 'escape clause' for the 3 E's and clarification on the Waxlife USA Museum and its demolition, if necessary, in order to finalize those concepts.

Mr. Gabriels stated that he was very concerned with the possibility of the 3 E's selling the conservation easement to the State. He added that although they were always willing to accept funding for the project, he was also concerned that by accepting Federal funding for the project they would be required to relinquish some interest in the project to the Federal Government. Mr. Gabriels noted that there was no understanding as to how the sale of the Conservation Easement would impact the management aspect of the project. He said that the State would not be a good partner for the project, based on the fact although they had been required to do so within five years, the State had failed to develop a Unit Management Plan for the resources in the Lake George Region after 35 years. Mr. Gabriels stated that the conservation easement should remain with the 3 E's and the ability to sell the easement should not be allowed. He said that it was his feeling that future Board members would be much happier to deal with the 3 E's, who were interested in preserving Lake George, rather than a State representative based in Albany, who was not as knowledgeable of the area.

Mr. Monroe asked what the anticipated closing date was for the sale of the Gaslight Village property and Mr. Dusek replied that they had been given the permission by The Wood Foundation to extend the process through January 1st; however, he added, the intention was to close on the property as quickly as possible. Mr. Dusek noted that it was his hope that a bond resolution would be approved for presentation at the December 21st Board meeting, along with a resolution approving the agreement they had been discussing. He advised that he would forward a copy of the revised agreement to each of the Supervisors for their review prior to the December 21st Board meeting.

Chairman Thomas advised that the agreement might change further as State funding was being sought to fund the project, thereby reducing the amount required from each of the participating parties. Mr. Monroe said that if the conveyance of a portion of the battlefield property was approved subsequent to the meeting with NYSDEC, it would likely be completed after the closing on the Gaslight Village property. Mr. Monroe asked if any provision had been included in the agreement regarding the future use of the parcel and Mr. Dusek replied in the negative, explaining that this point had not been addressed in the written agreement, although all involved parties were aware that if the parcel was conveyed it would be used for additional stormwater management. He added that he did not foresee a legal need to add this to the agreement as the parcel had not yet been conveyed and was not within their control.

Chairman Thomas asked if the Supervisors present remained comfortable with the project and its direction subsequent to the discussion held, given the issues raised which would be worked out to the best of their ability. Mr. VanNess stated that he was in favor of the property acquisition, provided that the costs did not exceed the \$1.3 million pledged by the County and it was the consensus of the Supervisors present that they agreed with Mr. VanNess' statement. Mr. F. Thomas stated that the Supervisors should be given sufficient time to review the revised agreement prior to giving their final approval at the December 21st

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Board meeting and Mr. Dusek advised that he would mail the revised agreement as quickly as possible to appease this request. He added that he would highlight the revised areas so that they could be found and reviewed very easily.

Mr. Belden suggested that prior to making a final decision on the property acquisition, a written decision from the Town of Lake George confirming their position in the project should be required. Chairman Thomas reiterated that if the State funding sought was received it could significantly change the agreement and contributions of the parties involved.

Dave Decker, Director of the Lake George Watershed Conference, advised that a couple of grants had already been applied for in connection with the project and they anticipated applying for more in the future.

Proceeding with the agenda review, Chairman Thomas announced that the next item referred to the retaining of R.S. Lynch & Company for the purposes of applying for a Smart Growth Grant relating to solid waste and/or recycling. He noted that Resolution No. 755, presented to the Supervisors in their agenda packet, referred to this item and would be voted on later in the meeting.

Mr. Monroe advised that R. S. Lynch had proposed to the Solid Waste Committee that they apply for the Smart Growth Grant and join with the County and the Towns to obtain a grant for as much as \$100,000 to research a recycling program and plans for action subsequent to the completion of the Burn Plant Contract, which would end in 2012. He added that the County's major financial obligations in connection with this program would be over in 2010. Mr. Monroe said that there had been many discussions about what should be done when the Burn Plant contracts were no longer a factor. He added that they wanted to be in a position to begin negotiations for future plans for solid waste and the Smart Growth grant would be worthy of this cause.

Mr. Kenny asked what fees would be charged by R.S. Lynch & Company in connection with the grant application and Mr. Monroe replied that because no matching funds were required for this grant, the only cost would be that of the grant application, which was not reimbursable. He said that a cost of \$2,900 had been agreed upon, although an RFP (Request for Proposal) process would be required for the actual work and R.S. Lynch & Company could choose to reduce their proposal by the amount paid for the application process in their RFP submission.

Mr. Gabriels noted that the County was already applying for Smart Growth grants in other areas and he asked if it was acceptable for the County to apply for more than one. Mr. Monroe replied that because the feeling was that no one knew what Smart Growth area the State would actually choose to fund, they were submitting applications in different areas in hopes of maximizing the chance of gaining funding.

Chairman called for reading of resolutions and discussion.

Joan Sady, Clerk of the Board, advised that a motion was needed to bring Resolution Nos. 751 through 756 to the floor. Motion was made by Mr. Bentley, seconded by Mr. Stec and carried unanimously to bring Resolution Nos. 751 through 756 to the floor.

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Resolution Nos. 751 through 756 were approved.

Chairman Thomas asked if there were any Supervisors wishing to make an announcement and Mr. VanNess apprised that during a prior Committee meeting the administrative staff had been unfairly criticized and he said that he wanted to apologize for the situation. He said that none of the comments made were pointed directly at either Mrs. Sady or Hal Payne, Commissioner of Administrative & Fiscal Services, and although the Board and the administrative staff were currently in a transitional phase, both Mrs. Sady and Mr. Payne were doing a wonderful job in their positions. Chairman Thomas thanked Mr. VanNess for his comment.

Mr. Monroe asked if Resolution No. 756, which enacted Local Law No. 14 of 2007, would be delivered to the Secretary of State for filing on that day and Mr. Dusek replied affirmatively.

There being no further business, on motion made by Mr. F. Thomas and seconded by Mr. Geraghty, Chairman Thomas adjourned the meeting at 11:11 a.m.