

**COUNTY FACILITIES COMMITTEE MEETING
AIRPORT AGENDA
SEPTEMBER 22, 2020**

Committee Members: BEATY, Bruno, Magowan, Conover, Diamond, Hogan and Seeber

I. Committee Meeting Call to Order by Chair

II. Approval of minutes of prior Committee Meeting

III. Action Agenda/New Business Items:

1. Request: Request to Establish a Capital Project
Rationale: For the construction of a Snow Removal Equipment (SRE) Building
2. Request: Request for New Contract
Rationale: To enter into a cost plus fixed fee consultant agreement for the Construction Administration & Construction Inspection engineering services related to the new SRE building at the Floyd Bennett Memorial Airport
3. Request: Request to Establish a Capital Project
Rationale: For the Rehabilitation of Airfield Taxiway Lighting System (Design)
4. Request: Request for New Contract
Rationale: To enter into a Lump Sum fee consultant agreement for the Rehabilitation of Airfield Taxiway Lighting System (Design) engineering services related to the new LED Taxiway lights at the Floyd Bennett Memorial Airport
5. Request: Request for New Contract
Rationale: To enter into a contractual agreement with a Limited Service FBO to provide services related to conducting business as a Flight Training Operator at the Floyd Bennett Memorial Airport

IV. Discussion Items:

- Forest Enterprises – Legal fees requested
- Airport Budget review

V. Referrals/Pending Items:

- Committee authorized an RFP to pursue solar power site development at the Airport and updating the Airport Layout Plan for same. (10.22.19) Update: RFP to be developed and released once FAA has approved change in use of property to allow for such. (01.22.20) Update: Mr. Degraw indicated the FAA would potentially approve two out of the three parcels, while the third would need an aeronautical study completed. (06.23.20) Update: The Project was recalculated for a total of eighty-seven acres which included two different parcels and Mr. Degraw was working with the County Attorney's office on the RFP (*Request for*

Proposal) which he would later bring to Committee for approval before it was released.
(08.25.20)

VI. Privilege of the floor and public comment (please allow a 15 second delay on live stream meetings)

VII. Motion to Adjourn

Attachments: 1. Resolution Request Form No. 8 – Request to Establish Capital Project
2. Resolution Request Form No. 3 – Request for New Contract
3. Resolution Request Form No. 8 – Request to Establish Capital Project
4. Resolution Request Form No. 3 – Request for New Contract
5. Resolution Request Form No. 3 – Request for New Contract

RESOLUTION REQUEST FORM NO. 8

Request to Establish Capital Project or Capital Reserve Project*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: Airport

DATE: September 22, 2020

- (a) Exact Title and Number of Project (**must be obtained from Treasurer's Office**): Airport Snow Removal Equipment Building - Construction H402
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Project: \$2,257,860
- (e) Source of Funding (including name & title of codes, etc.): FAA Grant Agreement No. 3-36-0033-067-2020 / 100% FAA Funded, except non-eligible item (bathroom) \$33,860 Local Funding
- (f) Purpose of Establishment: For the construction of a new Airport Snow Removal Equipment building at the Floyd Bennett Airport.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	August 19, 2020
Airport/Planning Area	Floyd Bennett Memorial Airport / Glens Falls
AIP Grant Number	3-36-0033-067-2020
Unique Entity Identifier	098334733
TO:	Warren County
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 10, 2020, for a grant of Federal funds for a project at or associated with the Floyd Bennett Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Floyd Bennett Memorial Airport (herein called the "Project") consisting of the following:

Construct Snow Removal Equipment Building [Construct SRE Building - Construction (8,333 sqft)]

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,224,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$2,224,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 8, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW - Airport

DATE: September 22, 2020

- (a) Is this a Result of a Bid or Request for Proposal? FAA Grant for a new Snow Removal Equipment Building (SRE) - Construction.
- (b) Purpose of Contract: To enter into a Cost Plus Fixed Fee consultant agreement for Construction Administration & Construction Inspection services related to the construction of a new SRE Bld. at the Floyd Bennett Memorial Airport.
- (c) Name of Contractor: C & S Engineers
- (d) Address of Contractor: 499 Col. Elleen Collins Blvd., Syracuse, NY 13212
- (e) Contractor's Contact Person and Telephone Number: C. Brubach 315-455-2000
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: When authorized.
- (h) Termination Date of Contract: When grant is closed.
- (i) Payment Provisions:
 - i) lump sum amount \$240,000 (\$0 local share)
 - ii) hourly rate amount NA
 - iii) total amount not to exceed \$240,000
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: TBD



U. S. Department
of Transportation
**Federal Aviation
Administration**

New York Airports District Office
One Aviation Plaza, Rm 111
Jamaica, New York 11434
Telephone: 718 995 5770
Fax: 718 995 7990

June 23, 2020

Mr. Don DeGraw, Airport Manager
Floyd Bennett Memorial Airport
443 Queensbury Avenue, Room 201
Queensbury, NY 12804

Re: Floyd Bennett Memorial Airport
AIP Grant # 3-36-0033-06X-2020
Re: Construct SRE Building (Replacement) – Construction;
Approval of CACI Engineering Services Agreement, C&S

Dear Mr. DeGraw:

In your April 30, 2020 letter request, you expressed your determination of reasonableness with regard to the proposed Construction Administration and Construction Inspection (CACI) engineering services agreement between Warren County and C&S Companies related to the subject project. The draft agreement as well as the IFE completed by Jacobs Engineering was transmitted via your 4/30/2020 1:59 PM email. A review of the agreement, scope and price has been completed in response to your request for approval.

Based on the completed review, the agreement is approved on a cost plus fixed fee basis in the amount not to exceed \$240,000.00, subject to an appropriate FAA Grant Offer, Warren County's proper execution thereof and applicable grant clauses. Acknowledged is receipt of the County's Sponsor Certification of Consultant Selection dated June 10, 2020. Upon execution, please forward a scanned copy of the executed agreement upon its availability. Copies of this letter are being sent to the New York State Department of Transportation and C&S Companies.

Sincerely,

**RALPH A
GATTO** Digitally signed by
RALPH A GATTO
Date: 2020.06.23
12:59:42 -04'00'

Ralph Gatto
Airport Engineer

Cc: NYSDOT (via email)
T. Marks, J. C. Brubach; C&S Companies (via email)

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

PART TIME CONSTRUCTION PHASE SERVICES

OF THE

SNOW REMOVAL EQUIPMENT (SRE) STORAGE BUILDING
PROJECT

AT

FLOYD BENNETT MEMORIAL AIRPORT

QUEENSBURY, NEW YORK



FAA AIP NO. 3-36-0033-____-2020 (C)
NYSDOT NO. 1903.____ (C)
C&S NO. 107.048.002
Warren County No. H_____

RESOLUTION REQUEST FORM NO. 8

Request to Establish Capital Project or Capital Reserve Project*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: Airport

DATE: September 22, 2020

- (a) Exact Title and Number of Project (must be obtained from Treasurer's Office): Rehabilitation of Airfield Taxiway Lighting System - Design H403
- (b) Is this a Capital Project? Yes
- (c) Is this a Capital Reserve Project? No
- (d) Amount of Project: \$49,500
- (e) Source of Funding (including name & title of codes, etc.): FAA Grant Agreement No. 3-36-0033-066-2020 / 100% FAA Funded, no local match
- (f) Purpose of Establishment: For the rehabilitation of the airfield taxiway lighting system to new LED lights at the Floyd Bennett Airport.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	August 19, 2020
Airport/Planning Area	Floyd Bennett Memorial Airport / Glens Falls
AIP Grant Number	3-36-0033-066-2020
Unique Entity Identifier	098334733
TO:	Warren County (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 16, 2020, for a grant of Federal funds for a project at or associated with the Floyd Bennett Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Floyd Bennett Memorial Airport (herein called the "Project") consisting of the following:

Rehabilitation of Taxiway A, B, C, D, and E Lighting System. Approximately 190 LED MITL's with transformers and cables – Design – Phase 1/2

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: --

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$49,500.00

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
\$49,500.00 for airport development or noise program implementation; and,
\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 8, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW - Airport

DATE: September 22, 2020

- (a) Is this a Result of a Bid or Request for Proposal? FAA Grant for Rehabilitation of Taxiway Lighting System - Design.
- (b) Purpose of Contract: To enter into a Lump Sum fee consultant agreement for all services related to the Rehabilitation of Taxiway Lighting System - Design project at the Floyd Bennett Memorial Airport.
- (c) Name of Contractor: Jacobs Civil Consultants, Inc.
- (d) Address of Contractor: 500 7th Avenue, 17th Flr., NY, NY 10018
- (e) Contractor's Contact Person and Telephone Number: Heath Marsden 978-886-0854
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: When authorized.
- (h) Termination Date of Contract: When grant is closed.
- (i) Payment Provisions:
 - i) lump sum amount \$49,500 (\$0 local share)
 - ii) hourly rate amount NA
 - iii) total amount not to exceed \$49,500
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: TBD



U. S. Department
of Transportation
**Federal Aviation
Administration**

New York Airports District Office
One Aviation Plaza, Rm 111
Jamaica, New York 11434
Telephone: 718 995 5770
Fax: 718 995 7990

April 16, 2020

Mr. Don Degraw, Airport Manager
Floyd Bennett Memorial Airport
443 Queensbury Avenue, Room 201
Queensbury, NY 12804

Re: Floyd Bennett Memorial Airport
AIP Grant # 3-36-0033-06X-2020
Rehabilitation of Airfield Taxiway Lighting System - (Design); Approval of
Engineering Services Agreement, Jacobs

Dear Mr. DeGraw:

In your January 31, 2020 letter you expressed a determination of reasonableness with regard to the draft Design Engineering Service Agreement between Warren County and Jacobs Engineering, Inc related to the subject project. The draft agreement was transmitted via your January 31, 2020 1:00:00 PM email. A review of the agreement, scope and price; as well as your expressed determination of reasonableness has been completed.

Based on the completed review, the agreement is approved on the stipulated Lump Sum fee basis in the amount of \$49,500., subject to the FAA's transmittal of an appropriate grant offer, the County's successful execution thereof, and applicable grant clauses. Please provide me an appropriate Sponsor Certification of Consultant Selection as part of your final Grant Application, as well as a scanned copy of the executed agreement upon its availability.

Copies of this letter are being sent to the New York State Department of Transportation and Jacobs Engineering, Inc.

Sincerely,

**RALPH A
GATTO**

Digitally signed by RALPH
A GATTO
Date: 2020.04.16 13:30:00
-04'00'

Ralph Gatto
Airport Engineer

Cc: K. Harjos, Warren County (via email)
NYSDOT (via email)
H. Marsden, Jacobs (via email)

January 31, 2020

Mr. Don DeGraw
Airport Manager
443 Queensbury Avenue, Room 201
Queensbury, New York 12804

Re: Floyd Bennett Memorial Airport
Rehabilitate Taxiway Edge Lights (Design Only) – Administrative Services

Dear Mr. DeGraw:

Jacobs Civil Consultants, Inc. ("Engineer") is pleased to submit this proposal to render administrative services in connection with the Rehabilitation of Taxiway Edge Lights (Design) project at the Floyd Bennett Memorial Airport (hereinafter called the "Project").

The Engineer shall provide required services to provide design and prepare bid documents for the Rehabilitation of Taxiway Edge Lights (the "Project"). The Project will be delivered to Warren County ("SPONSOR") with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Our Basic Services will consist of completing the following tasks:

ADMINISTRATION PHASE:

The specific services to be provided or furnished for this Project are the following:

1. Preparation of grant application packages; coordination of their execution by the SPONSOR; and submission to the funding agencies.
2. Preparation of reimbursement request packages for submission to the funding agencies.
3. During the Design Phase, to aid the SPONSOR by acting as its liaison and Project coordinator with the funding agencies.

BID DOCUMENT PHASE:

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Bid Documents for the Project. Specifications, suitable for bidding, will be completed and final design will be coordinated with the SPONSOR. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Develop written technical specifications in accordance with Warren County Purchasing Department requirements and in accordance with FAA Advisory Circular 150/5220-20 and SAE ARP Specifications. One bid package will be prepared.
2. Submit draft final documents to the SPONSOR and FAA for final review and comment. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: DPW - Airport

DATE: September 22, 2020

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: To enter into an agreement with Harrison Freer to conduct flight training, aircraft rental and other services related to conducting business as a Flight Training Operator at the Floyd Bennett Memorial Airport.
- (c) Name of Contractor: Harrison Freer (Freer Ideas, Inc.)
- (d) Address of Contractor: 28 Garrison Road, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Harrison Freer (571) 243-8239
- (f) Has or will the Contract be provided, if so, please attach: No
- (g) Commencement Date of Contract: When authorized.
- (h) Termination Date of Contract: When terminated.
- (i) Payment Provisions:
 - i) lump sum amount Annual Rent - \$350.00 with 3% annual increases for life of contract
 - ii) hourly rate amount NA
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Annual Basis
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: TBD

**Harrison Freer
Freer Ideas, Inc
28 Garrison Road
Queensbury, NY 12804**

8/21/2020

Warren County Board of Supervisors
C/o: Don DeGraw, Airport Manager
443 Queensbury Ave, Rm 201
Queensbury, NY 12804

Re: Floyd Bennett Memorial Airport
Proposal for Limited Service FBO
Flight Training Operator


Dear Mr. DeGraw:

Please accept this proposal for flight training, aircraft rental and other services related to conducting business as a Flight Training Operator at the Floyd Bennett Memorial Airport. I am a fully licensed FAA Flight Instructor and currently have a hangar leased from Warren County. You will find below my proposal to address the items required to comply with the Airport's minimum standards for this limited service FBO operator as described in Article III: Minimum Standards for Limited Service FBO's in the airports Rules, Regulations and Minimum Standards adopted under Resolution 265 of 2007.

2.	Minimum Standard Requirement	Proposal	Waiver Requested
a.	Ground Space & Improvements	To use my existing hangar and the public facilities at the airport terminal, in addition, Rich Air has agreed to let me use classroom facilities as available and upon request.	No waiver requested.
b.	Facilities for Aircraft	I currently lease a hangar with airfield access from Warren County.	No waiver requested.
c.	Hours of Operation	I plan on being the sole employee and will adjust hours of operation to meet the needs of my clients.	Limited waiver requested.
d.	Personnel	I am a properly certified flight instructor and plan on operating as the sole employee.	Limited waiver requested.
e.	Aircraft	I propose to operate a minimum of one aircraft.	No waiver requested.
f.	Equipment and Facilities	To use my existing hangar and the public facilities at the airport terminal, in addition, Rich Air has agreed to let me use classroom facilities upon request. I have all the required equipment to provide an effective instructional environment.	No waiver requested.
g.	Insurance Coverage	I will provide at least the minimum insurance as determined by the County Attorney.	No waiver requested.

I would offer to compensate Warren County \$350.00 annually for the right to operate commercially at the airport, with a 3% annual increase for the life of the contract. Thank you for your consideration in this matter, if you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,


Harrison Freer
FAA Certified Flight Instructor