

WARREN COUNTY MUNICIPAL CENTER



LAKE GEORGE, NEW YORK 12845

PLANNING & COMMUNITY DEVELOPMENT  
DEPARTMENT

Telephone: (518) 761-6410

Planning and Community Development  
Committee Meeting Agenda  
September 2017

*Committee Members:* MCDEVITT, MacDonald, Beaty, Simpson, Sokol, Montesi, Leggett, Braymer, Strough

I. *Committee meeting called to order by Chairman*

II. *Motion to approve minutes of prior Committee meeting*

III: *Committee Actions Requested:*

1. **Resolution to authorize transfer of fund from 8021 .1 to 8022 470. Resolution 35 of 2017 authorized the purchase of updated aerial imagery from NYS in the amount of \$69,700 payable in 2018. To reduce the impact on the 2018 budget it is requested to transfer unused salary funds in the amount of \$30,000 from 8021 to the 8022 budget codes. In addition the Department is requesting transfers from 8021.130 to 8022.130. As a result of projects and multiple grant requests during 2017 it was necessary to expend additional hours in GIS services. As a result the part time salary line will be short by the end of the year. The request is to transfer unused part time salary funds from 8021 to the 8022 budget codes. (P**

2. **Resolution authorizing** an agreement with VHB for GIS services. VHB will create a parcel viewer application for Warren County using Esri's Web App Builder (WAB). This is an update of software previously supplied by VHB to allow for the ESRI upgrade to V10.5 of the GIS software. (Pages 5 - 11)

3. **Resolution** request to transfer funding in 8029 to Capital fund H372. These funds are provided as complimentary funds to the grant award and cover ancillary expenses not eligible for reimbursement and/or to provide local match for County expenditures. Resolution is requested to increase H372. (Page 12)

4. **Resolution** authorizing the Chairman of the Board to sign acceptance of Warren-Washington Counties IDA Resolution No. 17-09 regarding the Greenwich Preservation Project in Greenwich, NY. (Pages 13-22)

IV. *Referral/Pending Items:*

- None identified

*V. Information for Discussion/Review:*

- DEC Smart Growth award (Page 23)
- 2018 budget request (Page 24-35)

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

*VII. Motion to adjourn*

*Attachments:*

- Resolution request forms
- Smart Growth project elements
- 2018 Budget materials

# Warren County Board of Supervisors

## RESOLUTION NO. 35 OF 2017

**RESOLUTION INTRODUCED BY SUPERVISORS MCDEVITT, MACDONALD, BEATY, SIMPSON, SOKOL, MONTESI LEGGETT, BRAYMER AND STROUGH**

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES FOR ENHANCED AERIAL IMAGERY FOR WARREN COUNTY FOR THE OFFICE OF PLANNING & COMMUNITY DEVELOPMENT**

WHEREAS, the County Planner is requesting an agreement with the New York State Office of Information Technology Services to provide up-to-date aerial imagery for Warren County to be collected in the Spring of 2017 for a lump sum amount of Sixty-Nine Thousand Seven Hundred Dollars (\$69,700), and

WHEREAS, the funding for the agreement will be included in the 2018 budget request for the Office of Planning & Community Development, and

WHEREAS, the Economic Growth & Development Committee has considered and approved the request, and

WHEREAS, the New York State Office of Information Technology Services has requested that upgrade commitment letters from interested parties be executed and returned to them by February 8, 2017, along with the Board of Supervisors resolution authorizing same, now, therefore, be it

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute a commitment letter and the subsequent agreement with the New York State Office of Information Technology Services, Empire State Plaza, P.O. Box 2062, Albany, New York 12220 to acquire new imagery for Warren County to be collected in the Spring of 2017 for a lump sum amount of Sixty-Nine Thousand Seven Hundred Dollars (\$69,700), which will be paid on or before February 1, 2018 and included in the 2018 Planning & Community Development budget, in a form approved by the County Attorney.

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

**TO:** Amanda Allen, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

**FROM:** Planning and Community Development  
Name of Department

**SIGNED:** \_\_\_\_\_ **DATE:** 25 September 2017

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A8029.470	Contract	A9950 910	Transfers	\$10,000.00
A8021.110	Salary	A8022.470	Contract	\$30,000
A8021.130	Salary Part time	A8022.470		\$1,700
A8021.130	Salary Part time	A8022.130	Salary Part time	\$1,300

**Sample: A.4018.0020 110 Preventive Program – Family Health – Salaries – Regular \$xxx.xx**

Please state reason for transfers requested:

**\*Please note: All amounts must be in whole dollars – no cents.**

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

**Please state reason for transfer request:** To transfer to Capital funds as matching/supplemental funds and to correct workman comp balances

**Please file original request with Clerk of the Board and retain copy for your records.**

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Planning and Community Development

DATE: 25 September

- (a) Is this a Result of a Bid or Request for Proposal?  
**Proposal**
- (b) Purpose of Contract:  
**GIS software updates**
- (c) Name of Contractor:  
**VHB**
- (d) Address of Contractor: **100 Great Oaks Blvd, Suite 118, Albany  
, NY 12203-7924**
- (e) Contractor's Contact Person and Telephone Number:  
**Elizabeth Arabadjis, 518.389.3600**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract:  
**1 November 2017**
- (h) Termination Date of Contract:  
**31 December 2017**
- (i) Payment Provisions: i) lump sum amount **\$11,300**  
ii) hourly rate amount  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly,  
upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\*  
and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and  
Amount:  
**8029.470 Contract \$4,3000, H312.9550 280 First Wilderness \$7,000**

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

\*as listed in budget and LOGOS



Phone 518.339.3600  
 Fax 518.452.0334  
 www.vhb.com

Engineers | Scientists | Planners | Designers

100 Great Oaks Boulevard  
 Suite 118  
 Albany, NY 12203-7924

## Client Authorization

New Contract:

Date: September 20, 2017

Amendment No.:

Project No.: TBD

Project Name: Warren County Parcel Viewer Apps

		Cost Estimate	
		Amendment	Contract Total
To:	Sara Frankenfeld Warren County GIS Coordinator Warren County Planning Department 1340 State Route 9 Lake George, NY 12845	Labor:	\$11,300
		Expenses:	\$0
		TOTAL:	\$11,300
E-mail:	frankenfelds@warrencountyny.gov	<input checked="" type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Time & Expenses
		<input type="checkbox"/> Cost + Fixed Fee	<input type="checkbox"/> Labor Multiplier
Phone No:	(518) 761-6410 ext. 4	Estimated Date of Completion:	January 19, 2018

### Scope of Services:

#### **TASK 1 - Parcel Viewer Application (\$7,000 flat fee)**

VHB will update the parcel viewer application for Warren County using our latest HTML/JavaScript template. The application will be customized for Warren County. It will include the ability to create a parcel flyer and mailing labels. VHB will work with the County to create a map service that will define the specific map symbology and data presentation on which the application will be based. The color scheme, images, logos, and fonts used on the site will be chosen in concert with staff from the County.

#### **TASK 2 - Mobile Parcel Viewer Application (\$4,000 flat fee)**

VHB will enhance the parcel viewer application for Warren County to run on a mobile device using Esri's Web App Builder (WAB). This will be a responsive application with a map, parcel search and results, ability to layers on and off, and an identify. A link to Image Mate Online will be included as well. Since this application will be designed to run on a smart phone, no drawing, printing, link to Bird's eye, etc. will be included. The application will take advantage of the County's ArcGIS Server/Enterprise/ Portal environment and will utilize web maps as opposed to map services. VHB will aid the County with setting up the environment to host and serve web maps for this mobile application.

#### **TASK 3 - Tax Map Plot Routine for ArcGIS 10.5 (\$300 flat fee)**

VHB will deliver the latest version of plot routine that is designed to run on ArcGIS Desktop v10.5.



Ref: 99901.01  
July 20, 2017  
Page 2

Prepared By: **Elizabeth Arabadjis VHB**

Department Approval:

---

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

VHB Engineering, Surveying and Landscape Architecture, P.C.  
Authorization

Client Authorization *(Please sign original and return)*

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license



may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY.** VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent



acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

#### **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT.**

## ***RESOLUTION REQUEST FORM NO. 9***

### ***Request to Increase or Decrease or Amend Existing 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:** Planning and Community Development

**DATE:** 25 September 2017

- (a) Exact Title and Number of Project\*:  
H372.9550 280 First Wilderness Plan Implementation 2016
- (b) Is this a Capital Project?  
Yes
- (c) Is this a Capital Reserve Project?
- (d) Amount of Increase (if applicable):  
\$10,000
- (e) Amount of Decrease (if applicable):
- (f) Source of Funding (if Increase) (including name & title of codes, etc.):  
H372 9950 5031 Transfers
- (g) Changes in Funding (if Amendment):
- (h) Purpose of Increase or Decrease or Amendment:  
Move supplemental funds into project.

**RESOLUTION REQUEST FORM NO. 20**

**MISCELLANEOUS**

*\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.*

**DEPARTMENT NAME: Planning**

**DATE: September 25, 2017**

- (a) Purpose of Request:  
**To authorize the Chairman of the Board to sign acceptance of Warren-Washington Counties IDA Resolution No. 17-09 regarding the Greenwich Preservation Project in Greenwich, NY**
  
- (b) Details:  
**Acceptance of WWIDA Resolution No. 17-09 requested by Warren-Washington Counties IDA as per the attached**
  
- (c) Previous Resolution Number:  
**See Resolution No. 39 of 2017 - last resolution of this type approved**
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:  
**No funding associated with this request**

**Sample: A.8021 470 Planning & Community Development – Contract**

**\* as listed in budget and LOGOS**



**FitzGerald Morris  
Baker Firth**  
Attorneys & Counselors

Kara I. Lais  
*Partner*  
kil@fmbf-law.com

September 14, 2017

Hon. Ronald F. Conover, Chairman  
Warren County Board of Supervisors  
Municipal Center-1340 State Route 9  
Lake George, New York 12845

Hon. Robert A. Henke, Chairman  
Washington Co. Board of Supervisors  
Municipal Center, Bldg. B, 383 Broadway  
Fort Edward, New York 12828

Re: WWIDA – Greenwich Preservation Group, LLC (Village and Town of Greenwich)

Gentlemen:

On behalf of the Counties of Warren and Washington Industrial Development Agency, I am writing to you to request your agreement and consent to the attached Resolution No. 17-09 of the Counties of Warren and Washington Industrial Development Agency (the “WWIDA”), adopted on August 22, 2017 at a regular meeting, after a duly scheduled and conducted public hearing on the same date. The Agency has determined that this Project meets the retail exception criteria since the Greenwich Preservation Project will provide goods or services to the area that otherwise would not be reasonably accessible to the residents of the Village and the Town of Greenwich because of a lack of reasonably accessible retail trade facilities offering such goods or services, therefore, a “project” eligible for assistance under New York State statutes.

As you know New York State legislation, adopted on March 28, 2013, amended Article 18-A of the General Municipal Law governing IDAs to require the consent of the Chief Executive Officer of the jurisdiction(s) in which the specific industrial development agency operates with regard to this exception to the prohibition of assistance to retail. Please see the actual resolution for a description of the project and the Agency’s determination.

If you are in agreement with the Agency’s determination please sign the copy of the resolution enclosed and return to us in the enclosed envelope as soon as possible. If you have any additional questions please do not hesitate to contact us.

Very truly yours,

Kara I. Lais

cc: Harold G. Taylor, Chairman, WWIDA  
Tami Blondo, WWIDA  
Brian Reichenbach, Esq., Warren County Attorney  
Roger Wickes, Esq. Washington County Attorney

**Counties of Warren and Washington Industrial Development Agency**

**Resolution No. 17-09**

Adopted August 22, 2017

Introduced by Bruce Ferguson  
who moved its adoption.

Seconded by Joseph LaFiura

**RESOLUTION TAKING PRELIMINARY ACTION TOWARD UNDERTAKING A CERTAIN PROJECT, AS DEFINED HEREIN, APPOINTING GREENWICH PRESERVATION GROUP, LLC, AS AGENT OF THE AGENCY FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING THE PROJECT FACILITY (AS DEFINED HEREIN) AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGENT AGREEMENT BY AND BETWEEN THE AGENCY AND GREENWICH PRESERVATION GROUP, LLC**

WHEREAS, the Counties of Warren and Washington Industrial Development Agency (the "Agency") is a body corporate and politic duly organized and existing under Sections 856 and 890-c of the General Municipal Law ("GML") of the State of New York (the "State"), with its principal place of business at 5 Warren Street, Glens Falls, New York; and

WHEREAS, Greenwich Preservation Group, LLC (the "Company"), having an address of 54 Main Street, Greenwich, New York 12834, is a limited liability company created pursuant to the Laws of the State of New York; and

WHEREAS, the Company has requested that the Agency provide financial assistance in the form of a payment of lieu of taxes, mortgage tax exemption and sales tax abatements regarding a project (the "Project") to consist of: (i) the acquisition by the Agency of a leasehold interest in certain real property located at 54 and 73 Main Street in the Village and Town of Greenwich, New York and being referred to as tax parcel numbers 237.5-8-23 and 237.5-4-32, respectively (the "Land"); (ii) the construction, renovation and equipping of a multi-use facility to include a restaurant and craft distillery retail space and office space (the "Facility"); (iii) the acquisition and installation therein of certain furnishings and fixtures (the "Equipment" together with the Land and the Facility, collectively the "Project Facility") to be used in connection with the contemplated uses; and (iv) the lease of the Project Facility to the Company, all pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, Chapter 862 of the Laws of 1971 of the State of New York (collectively, the "Act"), as amended; and

WHEREAS, under Article 18-A of the General Municipal Law (the "Act"), the Legislature of the State of New York has granted the Agency the power and authority to undertake the Project, as the Act authorizes the Agency to promote, develop, encourage and assists projects such as this Project and to advance job opportunities, health general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Project will require the Agency and the Company to enter into an agreement whereby the Company will acquire, by lease, and construct the Project Facility and the Agency will lease the Project Facility to the Company; and

WHEREAS, the Agency is a state agency under Section 8-0105 of the Environmental Conservation Law of the State of New York and the Project is an action under Article 8 of said law (Article 8 hereinafter being referred to as the "State Environmental Quality Review Act" or "SEQRA") and under 6 NYCRR Part 617, §§ 617.2(b) and 617.3(g); and

WHEREAS, the Company has submitted to the Agency, and the Agency has reviewed information needed to determine whether or not the Project will have a significant impact on the environment; and

WHEREAS, the acquisition, construction and installation of the Project Facility has not been commenced, and the Agency has not yet authorized the Project; and

WHEREAS, the Agency conducted a public hearing on August 21, 2017 pursuant to Article 18-A of the New York State General Municipal Law (the "Law") before taking official action relating to the Project.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. Findings. The Agency has reviewed the application together with the environmental assessment form to determine compliance with the requirements of the Act and based on the representations of the Company to the Agency in said application and elsewhere, the Agency hereby makes the following findings and determinations with respect to the Project:

(A) The Project is a permitted project under the Act; and

(B) Undertaking the Project will advance the Agency's public purposes by leading to the creation of at least twenty four (24) private sector full time and thirteen (13) private sector part time job opportunities within the next two (2) years for the inhabitants of the Counties of Warren and Washington, New York and the State of New York. In addition, the project will lead to the creation of at least twenty five (25) construction jobs. The Project will also promote the health, prosperity, and economic welfare of the inhabitants of the Counties of Warren and Washington and the State of New York and improve their standards of living; and

(C) (i) The Project is an "Unlisted Action" under SEQRA for which the Village of Greenwich Planning Board (the "Planning Board") will act as lead agency; and

(D) It is in the public interest for the Agency to undertake the Project on behalf of the Company; and

(E) The completion of the Project will not result in the removal of a commercial, industrial or manufacturing plant of the Company from one area of the State of New York to

another area of the State of New York. Further, the completion of the Project will not result in any loss of jobs and all existing jobs, if any, will be retained nor will the completion of the Project result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Facility located within the State of New York; and

(F) Pursuant to section 862 of the General Municipal Law, the Agency has determined that the Project is a retail project but that the Project makes available goods and services which would not, but for the Project, be reasonably accessible to the residents of the Village of Greenwich and the Town of Greenwich because of a lack of reasonably accessible retail trade facilities offering such goods and services; and

(G) The Agency further determines that the Project will result in an increased tax basis for the Project location since the Land is currently assessed at \$276,500.00 and the project consists of a \$695,000.00 private investment and the use of grant funds in the amount of \$795,000.00.

(H) The Agency hereby finds that the for this Project the private investment, as more specifically described in subsection (F) herein, and the creation of jobs, as more specifically described in subsection (B) herein, shall be considered Material Terms for the purposes of monitoring in accordance with the policies and procedures of the Agency.

SECTION 2. *This section is intentionally left blank.*

SECTION 3. Description of Project.

Subject to the conditions set forth herein and in Section 4.02 of the Preliminary Agreement, the Agency shall:

- (A) acquire an interest in, construct and install the Project Facility; and
- (B) lease the Project Facility to the Company pursuant to an agreement or agreements whereby the Company will obligate itself, among other things, to undertake the Project on behalf of the Agency.

SECTION 4. Company Appointed Agent of Agency.

- (A) The Company is hereby appointed the true and lawful agents of the Agency to:
  - (1) construct and install the Project Facility;
  - (2) make, execute, acknowledge, and deliver all contracts, orders, receipts, instructions, and writings needed to complete the Project; and
  - (3) do all other things requisite and proper for the completion of the Project.
- (B) The Company is authorized to proceed with the acquisition, construction and installation of the Project Facility, subject to receiving appropriate municipal approvals needed prior to commencement of construction, and to advance such funds as may be necessary to accomplish these goals.

(C) The Company is also authorized to appoint third party agents to undertake the Project and thereby make available to such third party agents an exemption from New York State sales and use taxes in connection with undertaking the Project. This provision is subject to the Company entering into an Agent Agreement with the Agency.

(D) The Agency hereby approves of the Agent Agreement, a copy of which is incorporated herein by reference, with the Company which shall be subject to the termination and recapture of benefits policy of the Agency and the Agency further authorizes the Chairman to execute the Agent Agreement and any additional documents relative thereto.

SECTION 5. §144 Election. Not Applicable.

SECTION 6. Bond Counsel. Not Applicable.

SECTION 7. Document Preparation. Counsel to the Agency is hereby authorized and directed to cooperate with counsel to the Company, as well as all other necessary parties, in order to prepare the documents needed to undertake the Project.

SECTION 8. Payment in Lieu of Tax (PILOT) Agreement. The Agency's approval is subject to the Company entering into a PILOT Agreement with the Agency whereby the Company agrees to make payments in lieu of taxes in an amount pursuant to the Agency's Uniform Tax Abatement Policy, or pursuant to a schedule that is otherwise agreed upon by the Agency and the Company, in any given year as if the Company were the owner of the Project and not the Agency. The Agency's approval is also subject to the Company agreeing to the terms of the Agency's Recapture Policy, as it may be amended from time to time.

SECTION 9. Insurance. The Company shall deliver to the Agency a certificate of insurance, complying with the requirements as required by the Agency, and indicating that:

(a) The Company maintains insurance with respect to the Facility providing the coverage against the risks and for such amounts as are customarily insured against by businesses of like size and type, paying, as the same become due and payable, all premiums with respect thereto, and mandated by the Agency, including, but not necessarily limited to the following:

(i) Insurance protecting the interests of the Company and the Agency against loss or damage to the Project Facility by fire, lightning and other casualties normally insured against with a uniform standard extended coverage endorsement, such insurance at all times to be in an amount not less than the total cash replacement value of the Project Facility, as determined by a recognized appraiser or insurer selected by the Company; provided, however, that Company may, insure all or a portion of the Project Facility under a blanket insurance policy or policies covering not only the Project Facility or portions thereof but other property. The parties agree that for purposes of this Project the Company

will be responsible for providing builders risk insurance.

(ii) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Company who are located at or assigned to the Project Facility and for all contractors and subcontracts.

(iii) Insurance protecting the Company and the Agency against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the Property of others caused by any accident or occurrence, with a single combined limit of not less than \$2,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and damage to the Property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000.00 protecting the Company and the Agency against any loss or liability or damage for personal injury, death or Property damage.

(iv) If applicable and if it is determined that the Project Facility is located within an area identified by the Secretary of Housing and Urban Development as having special flood hazards, insurance against loss by floods in an amount not less than \$1,000,000.00 or to the maximum limit of coverage made available, whichever is less.

(v) Other insurance coverage required by any Governmental Authority in connection with any Requirement.

(b) all policies evidencing such insurance,

(i) name the Company and the Agency as insureds, as their interests may appear, and

(ii) provide for at least thirty (30) days' written notice to the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

SECTION 9. Legal Fees. The Company will pay all costs incurred by the Agency, including but not limited to attorney's fees, which arise out of Company's application for Financial Assistance, whether or not such assistance is ultimately issued. Agency's attorney's fees will be calculated at a time rate of \$275.00 per hour for attorney's time and \$105.00 per hour for senior legal assistant's time, plus disbursements. Upon closing of the Project documents, the Company will pay to the Agency an administrative fee based upon an estimated Project cost pursuant to the schedule set forth below and contained within the Company's Application for Financial Assistance:

First \$10 Million of Project Costs:	¾ of 1%
Next \$10 Million of Project Costs:	½ of 1%
Next \$10 Million of Project Costs:	¼ of 1 %
Above \$30 Million of Project Costs:	1/8 of 1%.

Following the completion of the Project Facility, the Company shall confirm, in writing, the actual Project cost. In the event that the total Project cost exceeds the estimate provided herein, the Agency may require the payment of the difference that would otherwise be due pursuant to the above-schedule.

SECTION 10. Public Inspection. A copy of this resolution and a copy of the Company's Application for Assistance, together with all other application materials not protected under applicable Freedom of Information Laws, shall be placed on file in the office of the Agency. Such documents shall be available for public inspection during normal business hours.

SECTION 11. Distribution of Resolution. The Chairman of the Agency is hereby authorized to distribute copies of this resolution to the Company and all other persons requesting it.

SECTION 12. Public Hearing. A public hearing for this Project was duly authorized and held on August 21, 2017 in accordance with the provisions of Article 18-A of the General Municipal Law.

SECTION 13. Retail Facility Contingency. At least one third of the total project costs for the Project will be used for the development of a retail facility. Pursuant to Section 862 of the General Municipal Law, financial assistance from the Agency is prohibited for retail projects unless one of the following exceptions applies: (A) a tourism destination project; (B) a project located in a highly distressed area; and/or (C) a project that provides a good or service to the area that otherwise would not be reasonably accessible to the residents of the Village and Town of Greenwich because of a lack of reasonably accessible retail trade facilities offering such goods or services. The Project meets (C), as described herein, since the Project provides goods or services to the area that otherwise would not be reasonably accessible to the residents of the Village and Town of Greenwich because of a lack of reasonably accessible retail trade facilities offering such goods or services. This resolution is contingent upon the approval of the Chief Executive Officers of the Counties of Warren and Washington pursuant to Section 862(2)(c) of the General Municipal Law.

SECTION 14. Further Action. The Chairman of the Agency is authorized to take such further action as shall be necessary to give effect to and implement this resolution.

SECTION 15. Effective Date. This resolution shall not take effect until the Company delivers to the Agency of a fully executed Preliminary Agreement, as defined herein, together with a \$10,000.00 security deposit.

The question of the adoption of the foregoing resolution was duly put to a vote by roll call

and was thereupon declared duly adopted.

VOTING:	AYES	NAYS	ABSTAIN	ABSENT
Harold G. Taylor	1			
Bruce A. Ferguson	1			
Joseph P. LaFiura	1			
Louis Tessier	1			
Dave O'Brien	1			
John W. Weber				1
Matthew Simpson	1			
Craig Leggett	1			
Richard F. Moore	1			
TOTALS	8	0	0	1

Confirmed by:

\_\_\_\_\_  
Ronald Conover, Chairman of the  
Warren County Board of Supervisors  
Date: \_\_\_\_\_

\_\_\_\_\_  
Robert A. Henke, Chairman of the  
Washington County Board of Supervisors  
Date: \_\_\_\_\_

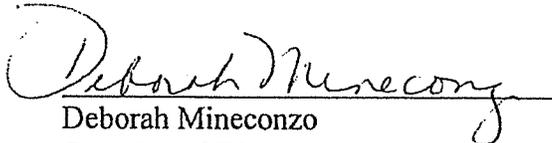
Acknowledged and Agreed to

\_\_\_\_\_  
Greenwich Preservation Group, LLC  
By Ted Bearor, President

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WARREN )

This is to certify that I, Deborah T. Mineconzo, Records Management Officer for the Counties of Warren and Washington Industrial Development Agency, do hereby certify that the foregoing is a true and correct copy and the whole thereof of a Resolution duly adopted by the Counties of Warren and Washington Industrial Development Agency, Glens Falls, New York on the 22 day of August, 2017.

In witness whereof, I have hereto set my hand and affixed the official seal of the Counties of Warren and Washington Industrial Development Agency on this 23<sup>rd</sup> day of August 2017.

  
Deborah Mineconzo  
Counties of Warren and Washington  
Industrial Development Agency

[SEAL]

## DEC Smart Growth Project elements

The First Wilderness Heritage Corridor (FWHC) program was created to promote the economic vitality of participating municipalities through focusing development and amenities within existing hamlets or “nodes”

. The activities selected were based on their readiness to move forward and with input from several advisory groups within the FWHC that the FWHC Coordinator meets with on a regular basis. The requested activities are as follows:

### **Activity #1 - Letterbox/geocache trail**

A major objective of the FWHC is attracting visitors to the region to reestablish their connection with the “wilderness”. The First Wilderness Letterboxing Trail (FWLT) would seek to install boxes at various locations within each of the Corridor communities, including local businesses, parks, rail stations, and hiking trails..

Funding received would be utilized to purchase project materials including letterboxes, passport booklets, stamps, challenge rewards, and staff time to cover a three-year period.

### **Activity #2 - Step on Guide services**

One primary component of that marketing will be the Step on Guide to ride the train. Page IV-3 of the 2004 Plan update articulates the need for a coordinated marketing effort for the Corridor.

With a Step On Guide available on the 2 hour train ride from Saratoga to North passengers will be able to capture add-on talking points from the Guide about the unique and quaint Hamlets, their historical values, sidebar stories and visible descriptions while passing by the FWHC waterfront communities. During the 3 hour layover in North Creek, the Guide will be able to assist with more details, timing and directions such as the availability of the North Creek Business Alliance’s Shuttle.

### **Activity # 3 - Displays**

The Warren County Planning Department seeks to improve public awareness of the FWHC and its communities through cost-effective regional marketing efforts. One priority action in the report identifies the creation of interpretive displays, showcasing the Corridor’s attributes and amenities in highly visible public locations, such as the Albany International Airport, the Rensselaer Train Station, or an Interstate Rest Area. At each of the three locations, approximately six to seven rigid panels will be installed. The panels will be designed and fabricated by marketing and design firm, similar to the firm that produced kiosk signage installed in communities throughout the Corridor. Each panel will highlight the unique artistic, cultural, and historical amenities to be found within this special region of the Adirondack Park.

### **Activity #4 - Corridor promotion materials**

The primary printed material used for FWHC promotion is a detailed driving map that depicts topics and activities of interest at each of the communities along the Corridor. The County proposes to reprint 20,000 copies of the map for each year of the program at a cost of \$2,500 per year.

### **Activity #5 - Corridor Coordinator**

Warren County, through its Planning Department, will provide administrative services for this project. The Corridor Coordinator is responsible for overall project implementation including policy development, ensuring compliance with state and federal regulations, establishment of performance schedules, interagency coordination and Liaison efforts with DEC and other Agencies

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

**WARREN COUNTY BUDGET SUMMARY SHEET**

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2018 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Planning (and Comm. Dev.)  
 BUDGET ACCOUNT CODE: A.8021

OBJECT CODES	2016 EXPENDITURES	2017 ADOPTED	2017 AMENDED	2018 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$220,484.88	\$267,375.00	\$279,006.00	\$310,227.00
200's EQUIPMENT				\$0.00
400's CONTRACTUAL	\$7,250.95	\$8,871.00	\$8,871.00	\$8,950.00
800's EMPLOYEE BENEFITS	\$91,473.98	\$123,311.00	\$123,690.00	\$137,506.00
<b>TOTALS</b>	<b>\$319,209.81</b>	<b>\$399,557.00</b>	<b>\$411,567.00</b>	<b>\$456,683.00</b>

2016 REVENUES	2017 ADOPTED REVENUES	2017 ESTIMATED REVENUES	2018 DEPARTMENT REQUESTS
\$131,979.69	\$109,000.00	\$119,000.00	\$126,700.00

SIGNED: Wayne E. Cahill  
 DEPARTMENT HEAD  
 TITLE: County Planner  
 DATE: 12 September 2017

Account Fund	Account Description	2016 Actual Amount	2017 Adopted Budget	2017 Amended Budget	2017 Actual Amount	2018 Departmental Request
REVENUE						
Department 8021 - Planning (and Comm. Dev.)						
Departmental Incentive						
1289	Other General Governmental Income	118,479.69	91,000.00	101,000.00	31,482.47	108,700.00
	<i>Departmental Income Totals</i>	\$118,479.69	\$91,000.00	\$101,000.00	\$31,482.47	\$108,700.00
	Comments					
Account 1289	Level Departmental Request					
	<i>Comment</i>					
	LWRP, CDBG and Smart Growth awards					
Intergovernmental Charges						
2210	General Services, Intergovt	13,500.00	18,000.00	18,000.00	.00	18,000.00
	<i>Intergovernmental Charges Totals</i>	\$13,500.00	\$18,000.00	\$18,000.00	\$0.00	\$18,000.00
	Comments					
Account 2210	Level Departmental Request					
	<i>Comment</i>					
	Agreement with codes for fire inspections					
Department 8021 - Planning (and Comm. Dev.)	Totals	\$131,979.69	\$109,000.00	\$119,000.00	\$31,482.47	\$126,700.00

# Budget Worksheet Report

Budget Year 2018

Account	Account Description	2016 Actual Amount	2017 Adopted Budget	2017 Amended Budget	2017 Actual Amount	2018 Departmental Request
Fund A - General						
EXPENSE						
Department 8021 - Planning (and Comm. Dev.)						
Personal Services						
110	Salaries - Regular	188,940.15	241,394.00	243,025.00	148,253.76	292,840.00
120	Salaries - Overtime	1,713.72	2,708.00	2,708.00	474.49	2,708.00
130	Salaries - Part Time	29,831.01	23,273.00	33,273.00	14,860.89	14,679.00
	<i>Personal Services Totals</i>	\$220,484.88	\$267,375.00	\$279,006.00	\$163,589.14	\$310,227.00
Contractual Expense						
410	Supplies	2,330.96	2,400.00	2,100.00	1,533.72	2,300.00
418	Ins-General Liability	949.21	996.00	1,070.16	1,070.16	1,100.00
423	Telephone	917.70	900.00	900.00	604.21	900.00
424	Postage	391.10	400.00	400.00	74.40	350.00
426	Subscriptions	35.00	50.00	50.00	35.00	50.00
477	Memberships & Dues	655.00	600.00	700.00	700.00	700.00
4	Data Processing & Internet Fees	124.00	250.00	250.00	248.00	250.00
4	Advertising Fees	269.64	275.00	275.00	.00	300.00
4	Auto-Supplies & Repair	116.00	600.00	425.84	235.50	650.00
442	Automotive - Gas & Oil	639.66	1,300.00	1,000.00	368.83	950.00
444	Travel/Education/Conference	822.68	1,100.00	1,700.00	1,417.68	1,400.00
	<i>Contractual Expense Totals</i>	\$7,250.95	\$8,871.00	\$8,871.00	\$6,287.50	\$8,950.00
Employee Benefits						
810	Retirement	32,307.68	39,417.00	39,671.00	26,175.72	47,015.00
830	Social Security	13,228.02	16,577.00	16,678.00	9,680.24	19,066.00
831	Medicare Contribution	3,093.44	3,878.00	3,902.00	2,263.92	4,460.00
860	Hospitalization	34,422.73	54,376.00	54,376.00	35,929.84	58,814.00
865	Dental Insurance	504.00	840.00	840.00	522.00	984.00
	<i>Employee Benefits Totals</i>	\$83,555.87	\$115,088.00	\$115,467.00	\$74,571.72	\$130,339.00
Other Benefits						
840	Workmen's Compensation	1,200.99	1,528.00	1,528.00	1,527.71	1,610.00
861	Retirees Hospitalization	6,717.12	6,695.00	6,695.00	7,849.22	5,557.00
	<i>Other Benefits Totals</i>	\$7,918.11	\$8,223.00	\$8,223.00	\$9,376.93	\$7,167.00
Department 8021 - Planning (and Comm. Dev.)	Totals	\$319,209.81	\$399,557.00	\$411,567.00	\$253,825.29	\$456,683.00



PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2018 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Planning GIS Program

BUDGET ACCOUNT CODE: A.8022

OBJECT CODES	2016 EXPENDITURES	2017 ADOPTED	2017 AMENDED	2018 DEPARTMENT REQUESTS
100's PERSONAL SERVICES	\$52,765.43	\$54,345.00	\$54,345.00	\$54,345.00
200's EQUIPMENT	\$9,332.68			\$0.00
400's CONTRACTUAL	\$12,467.53	\$19,904.00	\$19,904.00	\$60,525.00
800's EMPLOYEE BENEFITS	\$11,395.10	\$13,049.00	\$13,049.00	\$13,054.00
<b>TOTALS</b>	<b>\$85,960.74</b>	<b>\$87,298.00</b>	<b>\$87,298.00</b>	<b>\$127,924.00</b>

28/35

2016 REVENUES	2017 ADOPTED REVENUES	2017 ESTIMATED REVENUES	2018 DEPARTMENT REQUESTS
\$12,000.00	\$7,000.00	\$7,000.00	\$23,500.00

SIGNED: Wesley E. LaHalle  
DEPARTMENT HEAD

TITLE: County Planner

DATE: 12 September 2017

Account Fund	Account Description	2016 Actual Amount	2017 Adopted Budget	2017 Amended Budget	2017 Actual Amount	2018 Departmental Request
<b>REVENUE</b>						
Department 8022 - Planning GIS Program						
<i>Departmental Income</i>						
1289	Other General Governmental Income	12,000.00	.00	.00	.00	.00
	<i>Departmental Income Totals</i>	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Intergovernmental Charges</i>						
2210	General Services, Intergovt	.00	2,500.00	2,500.00	.00	17,500.00
	<i>Intergovernmental Charges Totals</i>	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$17,500.00
<i>Comments</i>						
Account	Level	<i>Comment</i>				
2210	Departmental Request	LGPC agreement and AGFTC agreement				
<i>State Aid</i>						
3905	Local Waterfront - State	.00	4,500.00	4,500.00	.00	6,000.00
	<i>State Aid Totals</i>	\$0.00	\$4,500.00	\$4,500.00	\$0.00	\$6,000.00
<i>Comments</i>						
Account	Level	<i>Comment</i>				
3905	Departmental Request	LWRP and Smart Growth awards				
Department	8022 - Planning GIS Program	\$12,000.00	\$7,000.00	\$7,000.00	\$0.00	\$23,500.00
<b>REVENUE TOTALS</b>		\$143,979.69	\$116,000.00	\$126,000.00	\$31,482.47	\$150,200.00

# Budget Worksheet Report

Budget Year 2018

Account Fund	Account Description	2016 Actual Amount	2017 Adopted Budget	2017 Amended Budget	2017 Actual Amount	2018 Departmental Request
<b>EXPENSE</b>						
Department 8022 - Planning GIS Program						
Personal Services						
110	Salaries - Regular	.00	54,345.00	.00	.00	.00
130	Salaries - Part Time	52,765.43	.00	54,345.00	37,963.05	54,345.00
	<i>Personal Services Totals</i>	<b>\$52,765.43</b>	<b>\$54,345.00</b>	<b>\$54,345.00</b>	<b>\$37,963.05</b>	<b>\$54,345.00</b>
<i>Equipment</i>						
220.1	Office Equipment - Reserve	9,332.68	.00	.00	.00	.00
	<i>Equipment Totals</i>	<b>\$9,332.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<i>Contractual Expense</i>						
410	Supplies	1,008.73	1,100.00	1,100.00	162.27	1,100.00
422	Repair/Maint-Equipment	6,988.29	7,100.00	8,353.98	8,353.98	8,500.00
423	Telephone	624.35	600.00	600.00	377.46	600.00
424	Postage	32.36	50.00	50.00	32.77	50.00
425	Subscriptions	.00	50.00	50.00	.00	50.00
426	Data Processing & Internet Fees	199.00	124.00	124.00	137.00	150.00
444	Travel/Education/Conference	14.80	200.00	200.00	30.00	175.00
470	Contract	3,600.00	10,680.00	9,426.02	6,800.00	49,900.00
	<i>Contractual Expense Totals</i>	<b>\$12,467.53</b>	<b>\$19,904.00</b>	<b>\$19,904.00</b>	<b>\$15,893.48</b>	<b>\$60,525.00</b>
<i>Comments</i>						
422	Account	Level	Departmental Request	Comment		
470	Account	Level	Departmental Request	Annual fee for GIS software license		
				Contract with Applied GIS for parcel viewer update and E911 app. (\$10,200)		
				Resolution 35 of 2017 authorized expenditures of \$69,700 for aerial imagery. \$39,700 is included in 2018 budget request.		
<i>Employee Benefits</i>						
810	Retirement	7,118.35	8,587.00	8,587.00	5,989.59	8,587.00
830	Social Security	3,271.45	3,369.00	3,369.00	2,353.72	3,369.00
831	Medicare Contribution	765.10	788.00	788.00	550.47	788.00
	<i>Employee Benefits Totals</i>	<b>\$11,154.90</b>	<b>\$12,744.00</b>	<b>\$12,744.00</b>	<b>\$8,893.78</b>	<b>\$12,744.00</b>
<i>Other Benefits</i>						
840	Workmen's Compensation	240.20	305.00	305.00	305.00	310.00
	<i>Other Benefits Totals</i>	<b>\$240.20</b>	<b>\$305.00</b>	<b>\$305.00</b>	<b>\$305.00</b>	<b>\$310.00</b>
	Department 8022 - Planning GIS Program Totals	<b>\$85,960.74</b>	<b>\$87,298.00</b>	<b>\$87,298.00</b>	<b>\$63,055.31</b>	<b>\$127,924.00</b>

2018 Salary Schedule (Position Budgeting)  
 Planning.GIS Program

Empl. #	Name	Position	Annual Earnings	Empl. Type	Benefit Group	Hire Date
	Jan1 Grade & Rate	Ann. Grade & Rate				
9915	Frankenfeld, Sara N/A / \$37.32	Planning GIS Coordinator N/A / \$37.32	\$54,345.00	Part Time	Out of UnitPT	1/2/2014
			<b>1</b>			<b>\$54,345.00</b>

PLEASE NOTE: THIS FORM MUST BE ACCOMPANIED BY ALL DETAILED BUDGET SHEETS

WARREN COUNTY BUDGET SUMMARY SHEET

PRIOR YEAR EXPENDITURES AND REQUEST FOR 2018 APPROPRIATIONS

REQUEST SUBMISSION TO THE CLERK OF THE BOARD OF SUPERVISORS

NAME OF DEPARTMENT: Planning-Local Waterfront

BUDGET ACCOUNT CODE: A.8029

OBJECT CODES	2016 EXPENDITURES	2017 ADOPTED	2017 AMENDED	2018 DEPARTMENT REQUESTS
100's PERSONAL SERVICES				\$0.00
400's CONTRACTUAL	\$62.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTALS	\$62.00	\$10,000.00	\$10,000.00	\$10,000.00

SIGNED: Wanda E. Lasko  
 DEPARTMENT HEAD

TITLE: County Planner

DATE: 12 September 2017

# Budget Worksheet Report

Budget Year 2018

Account	Account Description	2016 Actual Amount	2017 Adopted Budget	2017 Amended Budget	2017 Actual Amount	2018 Departmental Request
Fund A - General						
	EXPENSE					
	Department 8029 - Planning-Local Waterfront					
	Contractual Expense					
428	Data Processing & Internet Fees	62.00	.00	.00	.00	.00
470	Contract	.00	10,000.00	10,000.00	.00	10,000.00
	<i>Contractual Expense Totals</i>	\$62.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
	Department 8029 - Planning-Local Waterfront Totals	\$62.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
	EXPENSE TOTALS	\$405,232.55	\$496,855.00	\$508,865.00	\$316,880.60	\$594,607.00
	Fund A - General Totals	\$143,979.69	\$116,000.00	\$126,000.00	\$31,482.47	\$150,200.00
	REVENUE TOTALS	\$405,232.55	\$496,855.00	\$508,865.00	\$316,880.60	\$594,607.00
	EXPENSE TOTALS	(\$261,252.86)	(\$380,855.00)	(\$382,865.00)	(\$285,398.13)	(\$444,407.00)
	Fund A - General Totals	\$143,979.69	\$116,000.00	\$126,000.00	\$31,482.47	\$150,200.00
	Net Grand Totals	\$405,232.55	\$496,855.00	\$508,865.00	\$316,880.60	\$594,607.00
	REVENUE GRAND TOTALS	(\$261,252.86)	(\$380,855.00)	(\$382,865.00)	(\$285,398.13)	(\$444,407.00)
	EXPENSE GRAND TOTALS					
	Net Grand Totals					

WARREN COUNTY MUNICIPAL CENTER



LAKE GEORGE, NEW YORK 12845

PLANNING & COMMUNITY DEVELOPMENT  
DEPARTMENT  
Telephone: (518) 761-6410

Memorandum

**To:** Members Budget Review Committee

**From:** Wayne E LaMothe AICP, *WEL*  
Director of Planning and Community Development

**Date:** 7 September 2017

**Re:** Proposed Recommendations for 8021, 8022 and 8029 Budgets for FY 2018

The following proposed Department budgets are presented to the Committee for review and consideration. Information is presented to reflect the 3 separate budgets managed by the Department as well as a summary of key services.

**Budget Account Code 8020:**

The County Planning Board functions were replaced by Department Staff review starting in 2012. As such, there is no longer a separate budget for project reviews and all expenses are incorporated in the 8021 budget codes.

**Budget Account Code 8021:**

The overall proposed FY- 18 budget for the Planning and Community Development Department requests an additional \$64,069 over the adopted 2017 budget and \$52,059 more than the amended 2017 budget. This additional funding is a result of an increase of \$21,138 in the .8 codes and the addition of a full year of the Senior Planner salary of \$46,153. Attempts have been made to offset this increase as much as possible by increasing revenues by \$17,700.

The County Planning Department, as authorized by Committee and the Board of Supervisors, has applied for funding assistance for a variety of county and town projects. The Department has been involved with funding requests in this fiscal year totaling \$1,233,400. In the event that some of these are funded it may be necessary to address staffing issues in order to implement new programs. The continued trend for receiving project funding is either a required local cash match or a leverage of county or local community personnel and operational resources. It is likely that there will be a continued reliance to use locally leveraged funds in order to secure Federal and State project funding although there has been a significant decrease in the amount of match required.

Presently, the Department manages approximately \$4,237,680 in funding for previously funded

projects and programs. This funding is allocated to 42 separate tasks within the grant awards.

**Budget Account Code 8022:**

The GIS budget request reflects an increase of \$40,626 due to an increase in the .4 request to cover a balance due to the State for aerial imagery. Resolution 35 of 2017 authorized an agreement with the State for imagery with payment due in 2018. The Department will be using unused 2017 salary funds to establish a capital fund for \$60,000. The remaining balance of 9,700 has been added to the 2018 470 code.

**Budget Account Code 8029:**

This budget account covers the local matching share requirements for the First Wilderness Heritage Corridor Program totaling \$10,000 under the Local Waterfront Revitalization Program (LWRP). This budget amount is the same as 2017.

**Department requests.**

1. Eliminate the Event/Facilitator position (-\$3,000)
2. Fund the Associate Planner at an annual salary of \$22,000 (+\$7,321)
3. Move the current Senior Planner (employee 12964) to the position of Assistant Director at a salary of \$56,153. (\$+10,000)
4. Add the position of Planner to the table of organization to be filled July 2018 (+\$16,000)
5. Delete the position of Senior Planner (-\$46,153)
6. Add a half time Office Specialist position (+\$20,658.50)

**Note:** Items 2 and 6, if added, would be offset with increased grant revenues.

7. In the 8022 budget, increase the GIS Coordinator to 32 hours per week at an annual salary of \$62,108. The increase to be offset by the agreement for GIS services with AGFTC. (+\$7,763)

The net effect of the recommendations is a reduction of \$17,627 after the revenue offsets for items 2 and 6.

**Additional comments:** In the event of retirements it may be necessary for a substantial adjustment to buy out sick and vacation time for one or two staff members. Also, The Department has received funding under the Smart Growth program that may require 2 paid interns to work on marketing efforts for the First Wilderness Program. The interns would be 100% funded by the grant and \$9000 is allocated on an annual basis.