

Economic Growth & Development Committee
Planning & Community Development Agenda
January 24, 2022

COMMITTEE MEMBERS: Supervisors **WILD**, McDevitt, Hogan, Strough, Leggett, Beaty, Diamond - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with the Section C(4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request: Extend existing agreement with LCLGRP for dashboards
Rationale: The Planning Department requests the extension of an agreement with LCLGRP (resolution 164 of 2021), which expired 12/31/21, to create a series of housing, community and economic dashboards for the LCLGRP. The project was completed without expending all of the funds allotted. LCLGRP would like to extend the contract and expend the remaining funds to expand the project to include additional data and functionality.
 2. Request: Enter into an agreement with LCLGRP for tech support
Rationale: The Planning Department and LCLGRP would like to enter into an agreement for the Planning Department to provide GIS Services for the LCLGRP, as needed, at a rate of \$50/hr, for a not-to-exceed amount of \$15,000 per year. The Planning Department will invoice the LCLGRP quarterly for hours worked during the previous quarter.
 3. Request: Enter into an agreement with VHB for tech support
Rationale: The Planning Department requests a technical support contract with VHB to provide an update to a custom GIS tool so that it will work with the current version of the GIS software and Microsoft Windows operating system. VHB will also provide updates to its custom parcel viewer application used by the county and provide additional technical support as needed on an hourly basis, not to exceed \$4,000.
 4. Request: Establish CD78 Housing Needs and Demands Analysis
Rationale: Pursuant to resolution 208 of 2021, the County applied for funding to undertake an assessment of housing needs within Warren County. The grant was awarded through the NYS Office of Community Renewal.
 5. Request: Establish H408 Schroon Lake Aquatic Invasive Species Initiative 2022
Rationale: Administer grant award from Local Waterfront Revitalization Program. Pursuant to resolution 208 of 2021, the County applied for funding to undertake aquatic invasive species management for Schroon Lake. The grant was awarded through the NYS Local Waterfront Revitalization Program.
 6. Request: Submit application for CARES Act funding
Rationale: The Department is requesting authorization to submit one or more applications under the CARES Act Program. Specific projects that meet ALL of the program criteria will be reviewed and final determination of project(s) will be made in consultation with the County Administrator and Committee Chair or a special meeting of the Committee
- IV. Discussion Items:
None
- V. Referrals/Pending Items:
None
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)

VII. Motion to adjourn

Attachments:

1. Resolution Request form No. 4 – Extend contract with LCLGRP to create economic dashboards
2. Resolution Request form No. 3 – Enter into a contract with LCLGRP to provide GIS technical support
3. Resolution Request form No. 3 – Enter into a contract with VHB to receive GIS technical support
4. Resolution Request form No. 7 – Amend county budget to establish CD78 Housing needs analysis
5. Resolution Request form No. 5 – Apply for a Grant Application – CARES Act
6. Resolution Request form No. 8 – Establish Capital Project – Schroon Lake Aquatic Invasive Species

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Planning and Community Development

DATE: January 2022

- (a) Purpose of Contract Change:
Extend existing agreement with Lake Champlain Lake George Regional Planning Board
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
164 of 2021
- (c) Name of Contractor:
Lake Champlain Lake George Regional Planning Board
- (d) Address of Contractor: **PO Box 765
1 Lower Amherst St
Lake George, NY 12845**
- (e) Contractor's Contact Person and Telephone Number:
Beth Gilles, Director 518-668-5773
- (f) Commencement Date of Extension: **1 January 2022**
- (g) Termination Date of Extension: **31 December 2022**
- (h) Payment Provisions: i) lump sum amount
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.)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount:**

**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

Warren County Board of Supervisors

RESOLUTION NO. 164 OF 2021

RESOLUTION INTRODUCED BY SUPERVISORS HOGAN, WILD, FRASIER, STROUGH, LEGGETT, GERAGHTY AND MERLINO

AUTHORIZING AGREEMENT WITH LAKE CHAMPLAIN-LAKE GEORGE REGIONAL PLANNING BOARD FOR THE COUNTY TO PROVIDE GIS ASSISTANCE WITH THE CREATION OF A DIGITAL DASHBOARD FOR THE LAKE CHAMPLAIN-LAKE GEORGE REGIONAL PLANNING BOARD WEBSITE

RESOLVED, that Warren County enter into an agreement with Lake Champlain-Lake George Regional Planning Board for the County to provide GIS assistance with the creation of a digital dashboard for the Lake Champlain-Lake George Regional Planning Board website, for an amount not to exceed Five Thousand Dollars (\$5,000), for a term commencing upon execution by both parties and terminating December 31, 2021, and be it further

RESOLVED, that the Chair of the Board of Supervisors be, and hereby is, authorized to execute said agreement in the form approved by the County Attorney.

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 and Community Development

DATE: January 2022

- (a) Purpose of Request:
Enter into agreement to provide GIS services to the Lake Champlain Lake George Regional Planning Board

- (b) Details:
Warren County GIS proposes an agreement with the Lake Champlain Lake George Regional Planning Board to provide GIS Services for Planning Board, as needed, at a rate of \$50 per hour, for a not-to-exceed amount of \$15,000 per year. The Warren County Planning Department would invoice the Planning Board quarterly for hours worked during the previous quarter.

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:
The Department expects to receive reimbursement in an amount not to exceed \$15,000.00

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

* as listed in budget and LOGOS



Beth Gilles, Director
PO Box 765, Lake George, New York 12845
Phone: (518) 668-5773 - Fax: (518) 668-5774
Email: info@lclgrpb.org

January 14, 2022

Wayne LaMothe, Director
Warren County Planning and Community Development
1340 State Route 9
Lake George, NY
12845

Dear Wayne,

Please accept this letter as a request for Technical Support between the Lake Champlain – Lake George Regional Planning Board and the Warren County Planning Department. We would like to enter into an agreement for assistance provided by the Planning Department from the date of the signed contract until 30 days written notice by either party at a total expenditure not to exceed \$15,000 per year.

Thank you for your consideration of this request. Please contact me directly should you have any questions.

Sincerely,

Beth Gilles
Director



RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Planning

DATE: 1/24/22

- (a) Is this a Result of a Bid or Request for Proposal?
- (b) Purpose of Contract:
To enter into a contract with VHB for GIS technical support to update and maintain proprietary GIS software tools.
- (c) Name of Contractor:
VHB
- (d) Address of Contractor: **100 Great Oaks Blvd
Suite 118
Albany NY 12203**
- (e) Contractor's Contact Person and Telephone Number:
Christine Smith 518-389-3600
- (f) Has or will the Contract be provided, if so, please attach:
will be provided
- (g) Commencement Date of Contract:
2/1/22
- (h) Termination Date of Contract:
12/31/22
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount **\$150/hr**
iii) total amount not to exceed **\$4000**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
monthly
- (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:

A8022.470 Contract

**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



Engineers | Scientists | Planners | Designers
 100 Great Oaks Boulevard, Suite 118, Albany, New York 12203
 P 518.389.3600 F 518-452-0324 www.vhb.com

Client Authorization

New Contract Date: 01/07/2022
 Amendment No. Project No. 81048.22
Project Name: Warren County GIS Technical Support Services 2022

To: Sara Frankenfeld Warren County GIS Coordinator Warren County Planning Department 1340 State Route 9 Lake George, NY 12845	Cost Estimate	
	Amendment	Contract Total
	Labor	\$4,000
	Expenses	0
	TOTAL	\$4,000

Email: frankenfelds@warrencountyny.gov Lump Sum Time & Expenses
 Cost + Fixed Fee Labor Multiplier

Phone No: 518-761-6410 ext. 4 **Estimated Date of Completion: 12/31/22**

SCOPE OF SERVICES

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. (VHB) will provide GIS technical support to the Warren County Planning Department for the 2022 calendar year (1/1/2022 – 12/31/2022). Technical support will include the update and maintenance of proprietary GIS tools including the Parcel Viewer and a custom ArcGIS Pro tool and general GIS/data support and may include other requested support tasks. Support will be billed hourly at \$150/hour, for up to approximately 26.5 hours, with a not to exceed budget of \$4,000 for the term of the contract. Monthly invoices will be submitted to the County for support hours used. If additional requests are made beyond the outlined scope and estimated level of effort for the year, a contract amendment will be prepared for review and approval by client prior to completing additional work.

If you are in agreement with the scope of services, fee, and attached terms and conditions, please execute below and return to VHB. We look forward to continuing to work with Warren County.

Prepared by: Christine Smith

Document Approval: Wendy Holsberger, PE, PTOE

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated 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, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

By: _____

Print Wendy Holsberger

Print: _____

Title: Managing Director

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. 7

Request to Amend County Budget*

****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: January 2022

(a) Purpose of Amendment:

Establish CD78 Housing needs and demand analysis. Pursuant to resolution 208 of 2021, the County applied for funding to undertake an assessment of housing needs within Warren County. The grant was awarded through the NYS Office of Community Renewal.

(b) Appropriation Code, Object Code, Full Title and Amount:

78 8662 470 contract- \$46,000

(c) Revenue Code (with title), and Amount:

78.8662 4910 \$46,000 Community Development



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

January 6, 2022

Rachel Seeber
Chairperson
Warren County
1340 State Route 9
Lake George, New York 12845

Re: CDBG Program Award
NYS CDBG Project #1197CP110-21
REDC CFA # 111284

Congratulations. On behalf of Governor Kathy Hochul and the Housing Trust Fund Corporation (HTFC), it is my pleasure to inform you that the application submitted for the New York State Community Development Block Grant program funds as part of the 2021 Regional Economic Development Council (REDC) Consolidated Funding Application (CFA) round has been selected for a \$46,000 award.

The Regional Economic Development Councils and the Consolidated Funding Application (CFA) were created in 2011 to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After ten successful rounds, the 2021 CFA made over \$750 million in economic development resources available from over thirty programs across nine state agencies. The programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. NYS Homes & Community Renewal is proud to have contributed \$26 million to this year's Consolidated Funding Application.

The Office of Community Renewal (OCR) will advance a Grant Agreement under separate cover for the REDC CFA award. The agreement will outline the conditions of the CDBG program that must be addressed to satisfy the award. Please be advised that no work can be performed, nor any cost committed or incurred, prior to the execution of a grant agreement with HTFC and approval of all required environmental review record materials. HTFC and OCR reserve the right to rescind an award and deobligate funds for projects unable to satisfy all requirements.

If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

Congratulations again. We look forward to working with you on the implementation of this and other important community development projects in your community. Should you have any questions in the interim, please contact Charles Philion at charles.philion@hcr.ny.gov.

Sincerely,



RuthAnne Visnauskas
Commissioner/CEO

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: Planning and Community Development

DATE: January 2022

- (a) Exact Title* and Number of Project (must be obtained from Treasurer's Office):
H408 – Schroon Lake Aquatic Invasive Species Initiative 2022

- (b) Is this a Capital Project?

- (c) Is this a Capital Reserve Project?
No

- (d) Amount of Project:
H408.9550 280 - \$335,784

- (e) Source of Funding (including name & title of codes, etc.):
H408.9550 2790 - \$251,838 – Share of Joint Activity, Local, H408.9550 3897 - \$83,946

- (f) Purpose of Establishment:
Administer grant award from Local Waterfront Revitalization Program. Pursuant to resolution 208 of 2021, the County applied for funding to undertake aquatic invasive species management for Schroon Lake. The grant was awarded through the NYS Local Waterfront Revitalization Program.

***Title should reflect department if possible:**

i.e. Capital Project No. H274.9550 280 *Replace VASI with PAPI* would be clearer if name was listed as Airport Replace VASI with PAPI.

CONTRACT SUMMARY

Name of Recipient:	Warren (Co)	Contract number:	C1002047
Grant Program:	2021 EPF LWRP	CFA number:	110825
Project Manager: Kate Supervisor: Lisa Vasila		Admin:	Meg Bowers
		Match Percentage:	25%
Grant Award:	\$	251,838.00	
Match Amount:	\$	83,946.00	
Total Project Amount:	\$	335,784.00	

Title of Project: Schroon Lake Aquatic Invasive Species Initiative

Description of Project: Warren County will partner with municipalities and state agencies to implement a comprehensive aquatic invasive species prevention and control program for the Schroon Lake Basin. The program will improve coordination amongst the communities around Schroon Lake in efforts to launch mobile and alternative decontamination stations and to use technologies to share collected data. Invasive species management has been identified as a top priority in the Schroon Lake Watershed Management Plan.

RESOLUTION REQUEST FORM NO. 5

Request to Apply for a Grant Application and Grant Agreement

DEPARTMENT NAME: Planning and Community Development

DATE: January 2022

- (a) Purpose of Grant:
CARES Act funding
- (b) Name of Grantor:
NYS Housing Trust Fund
- (c) Address of Contractor:
To be determined
- (d) Grantor's Contact Person and Telephone Number:
- (e) Has or Will the Grant Application or Grant Agreement be provided, if so, Please Attach? NOFA attached
- (f) Effective Date of Grant: TBD by grantor agency
- (g) Termination Date of Grant: 2 years from award date
- (h) Total Dollar Amount Involved (not to exceed): TBD by individual project sponsors
- (i) Deadline to Submit Grant Application and/or Grant Agreement:
Open until 30 June 2022
- (j) Is a Budget amendment required? No If yes, also complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project? If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (i) Is a Local Share Required? Yes If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

Local share to be provided by individual project sponsors

Sample: A.1010 470 Legislative Board – Contract \$xx.xx

Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

* The Department is requesting authorization to submit one or more applications under the CARES Act Program. Specific projects that meet ALL of the program criteria will be reviewed and final determination of project(s) will be made in consultation with the County Administrator and Committee Chair or a special meeting of the Committee

NOTICE OF FUNDING AVAILABILITY
STATE AND FEDERAL FUNDS
HOUSING TRUST FUND CORPORATION
OFFICE OF COMMUNITY RENEWAL
38-40 STATE STREET, 4th FLOOR SOUTH
ALBANY, NY 12207

**NEW YORK STATE HOMES AND COMMUNITY RENEWAL
HOUSING TRUST FUND CORPORATION
OFFICE OF COMMUNITY RENEWAL
NOTICE OF FUNDING AVAILABILITY (NOFA)
2020 Community Development Block Grant (CDBG-CV) Coronavirus Aid, Relief,
and Economic Security Act (CARES) Funding**

The Housing Trust Fund Corporation (HTFC) announces the availability of approximately \$78 million in NYS Community Development Block Grant (CDBG) funding for COVID-19 response available through the CARES Act (CDBG-CV). This notice replaces a prior NOFA and is intended as a continuance of the funding opportunity made available for CDBG CARES funding administered by NYS Homes & Community Renewal.

NYS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CV

Program Description

The New York State Community Development Block Grant Program (NYS CDBG) is a federally funded program administered by the Housing Trust Fund Corporation's (HTFC) Office of Community Renewal (OCR). The CDBG-CV funding will be available to non-entitlement & entitlement communities statewide to prepare, prevent, or respond to impacts of COVID-19 and potential variants or future pandemics.

CDBG Eligible Applicants

The Office of Community Renewal will accept applications from units of local governments statewide for CDBG-CV funds.

OCR will also accept applications from not-for-profit subrecipients if the proposed activity will:

- Improve efficiency, timeliness and consistency in the release of the funding to communities in need;
- Allow work across municipal borders or to serve larger geographic regions; or
- Allow for larger contract amounts covering multiple projects or activities, reducing the administrative burden of multiple smaller awards.

Not-for-profit subrecipients must:

- Demonstrate exceptional financial and administrative capacity including ability to meet Federal compliance requirements including but not limited to NEPA, Davis Bacon, URA etc.
- Demonstrate ability to meet federal requirements to qualify as a subrecipient.
- Detail unmet need, local government capacity concerns or other considerations that necessitate the use of a non-profit subrecipient.
- Demonstrate qualified not-for-profit status for at least two years prior to applying
- Demonstrate that there have been no single audit findings associated with the use of any and all federal and state grant funds.
- Document the support of participating units of local government through a municipal resolution(s), letters of support, or other evidence of support by the full legislative body.

Among not-for-profit applicants, HCR will prioritize funding projects that qualify under the CDBG Public Service activity. HCR will allow awards to not-for-profit subrecipients for capital projects only when the above conditions are met and may restrict or cease awards to not-for-profit subrecipients when internal administrative capacity is reached.

CDBG-CV General Activity Areas

An applicant may request funding for one or more activities. Applicants must document need and demand for proposed activities and present clear proposal for timely expenditure of funds.

- **Supporting Small Business**
 - Examples: Point of sale improvements, new equipment or fixtures to guide social distancing, working capital to resume operations, marketing assistance to pivot to digital sales etc.
- **Improving Air Quality in Public Facilities**
 - Examples: Assist municipal public facilities, nursing homes, supportive and public housing developments and other critical institutions with reconfiguration and physical adjustments to comply with social distancing, improved air quality, reduced occupancy and other requirements
- **Housing for Safe Shelter**
 - Examples: Lead remediation, rental and single-family homeowner repairs, reconfiguration of communal spaces, down payment assistance to increase homeownership and reduce density in housing, etc.
- **Conversion of Underutilized Buildings for Affordable Housing**
 - Examples: Conversion of vacant and abandoned residential and commercial properties for housing and to better respond to COVID-19.
- **Public Services**
 - Example: Vaccine Outreach and awareness, Support for mental health services, food programs, wi-fi connectivity for underserved communities

2021 CDBG-CV Funding Limits*

	Minimum	Maximum
<i>Towns, Cities and Villages:</i>	\$300,000	\$2,000,000
<i>Counties and New York City:</i>	\$300,000	\$3,000,000
<i>All Municipalities - Combined Activities</i>	\$300,000	\$5,000,000

*Funding limits for projects administered through qualifying not-for-profits will be based on the project scope, need presented and ability to complete project and expend funds within the required term.

These limits are provided as guidelines for expected award limits. Larger awards may be approved based on demonstrated need and capacity to complete proposed activities within 12-month term or to support regionally coordinated efforts and high impact activities. Wherever possible, OCR will encourage larger contract amounts and the aggregation of eligible activities.

Application for Funding

The application for CDBG-CV Activities is available on the [NYS CDBG Homes and Community Renewal web site](#) beginning Wednesday, December 29, 2021. Applications will be accepted on an open round basis with rolling awards until 4:00 pm Thursday, June 30th, 2022 or until funding has been exhausted. Applications must be submitted using the application form provided online and submitted to CDBG CARES@hcr.ny.gov.

Applicants may make a request, based on demonstrated need, to submit a paper application in lieu of using the provided email inbox. Requests for approval to submit a paper application must be sent to: NYS Homes and Community Renewal, Office of Community Renewal – CDBG CARES Hampton Plaza, 38-40 State Street, 4th Floor South, Albany, NY 12207.

HTFC/HCR reserve the right to award all, a portion of, or none of an applicant’s requested funds based upon funding availability, feasibility of the applications received, an applicant's ability to meet HTFC criteria for funding. HTFC also reserves the right to change or disallow aspects of the applications received and may make such modifications an expressed condition of its commitment to provide funding to a project.

HTFC/HCR reserve the right to end or extend the Notice of Funding Availability and Request for Applications at any time and subject to availability of funds. HTFC reserves the right to waive or modify any requirement contained in the Notice of Funding Availability or Request for Applications and applications received are subject to any applicable State and/or Federal laws and regulations.

Contact Information

For inquiries or technical assistance regarding the NYS CDBG program, please contact:

*NYS Home and Community Renewal
Office of Community Renewal
38-40 State Street, 4th Floor South
Albany, NY 12207*

CDBGCARES@hcr.ny.gov

<https://hcr.ny.gov/communityrecovery>

Telephone: (518) 474-2057

THIS NOTICE WAS PREPARED AND SUBMITTED BY:
CRYTAL LOFFLER, PRESIDENT, OFFICE OF COMMUNITY RENEWAL
HOUSING TRUST FUND CORPORATION
OFFICE OF COMMUNITY RENEWAL
38-40 STATE STREET, 4th FLOOR
ALBANY, NY 12207

December 29, 2021