

ECOMOMIC GROWTH AND DEVELOPMENT AND HIGHER EDUCATION COMMITTEE MEETING
PLANNING AND COMMUNITY DEVELOPMENT AGENDA
NOVEMBER 24, 2020

COMMITTEE MEMBERS: Supervisors WILD, Hogan, Leggett, Braymer, Diamond, Dickinson, Magowan, McDevitt, Seeber

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
 1. Request: Closeout CD74 (Countryside Adult Home Sewer) and CD75 (Countryside Adult Home Building Assessment)
Rationale: These two Community Development Block Grant (CDBG) projects are complete.
 2. Request: Authorize agreement with LGLCRPB to provide assistance through staff services.
Rationale: Planning Department Junior Planner Amanda Beck will assist LGLCRPB with tasks intermittently, on an as-needed basis. LGLCRPB will reimburse the County quarterly.
- IV. Discussion Items:
 1. Brief update on activities from Chris Belden and referral of resolution regarding Climate Smart Task Force to Environmental Concerns Committee
- 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. 20 – Closeout of CD74 and CD75
2. Resolution Request Form No. 20 – Contract to provide LGLCRPB with assistance through staff services
3. Resolution Request Form No. 20 – to Appoint members of Climate Smart Task Force, for referral to Environmental Concerns Committee

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 & Community Development

DATE: November 6, 2020

- (a) Purpose of Request: **Close CD 74 (Countryside Adult Home Sewer) and CD75 (Countryside Adult Home Building Assessment)**
- (b) Details: **Two (2) Community Development Block Grants (CDBG) are ready to be closed. The Countryside Adult Home sewer project (CD74) and the Countryside Adult Home Building Assessment (CD75)**
- (c) Previous Resolution Number: **35/2015 and 97/2018**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS

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: November 2020

- (a) Purpose of Request: Authorize Agreement with LCLGRP
- (b) Details: below
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: N/A

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

* as listed in budget and LOGOS

The attached Agreement authorizes the Planning Department to provide assistance through staff services to the LCLGRP on an as needed basis subject to available staff time. It is anticipated that there will be intermittent times when the Department will be asked to provide assistance. Staff time will be billed to the LCLGRP based on current rates at the time services are performed.

AGREEMENT
Between Warren County and the
Lake Champlain - Lake George Regional Planning Board

THIS AGREEMENT (the "Agreement"), is made by and between the COUNTY OF WARREN ("County"), a municipal corporation of the State of New York, having a principal place of business located at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, and the LAKE CHAMPLAIN - LAKE GEORGE REGIONAL PLANNING BOARD, 310 Canada Street, Lake George, New York 12845 ("LCLGRP").

WHEREAS, the LCLGRP desires to retain the services of a Warren County Junior Planner (hereinafter "Junior Planner") to assist the LCLGRP with work products related to a myriad of grants and programs that are performed through the LCLGRP, and

WHEREAS, the County represents that they have the necessary expertise to provide the services as specifically set forth below and made a part of this Agreement.

1. **TERM**

This Agreement shall commence on January 1, 2021 and terminate on December 31, 2021.

2. **SCOPE OF SERVICES**

It is mutually agreed between the parties that the County will provide services in accordance with this Agreement as outlined below:

- a. Work will include research, data creation and analysis, collection and organization of statistical data, utilization of GIS for spatial analysis and map creation and preparation of planning reports.
- b. The Junior Planner will provide the services under this Agreement at the Warren County Municipal Center.
- c. Hours worked by the Junior Planner for the LCLGRP will be at the discretion of the Director of Warren County Planning (hereinafter "Director").
- d. All scheduling, direction and supervision of the Junior Planner and those matters incidental to the delivery of services under this Agreement shall be determined by the Director.
- e. Nothing in this Agreement shall force the County to provide the services in this Agreement if the County does not have enough staff to fulfill its obligations under this Agreement.

- f. The LCLGRPБ waives its right to any claims for a breach of contract or any other cause of action against the County if nonperformance of this Agreement is due to inability to staff this position by the County. If the County cannot staff the position, LCLGRPБ will pay for any services that were provided.

3. **PAYMENT TERMS**

The LCLGRPБ agrees to reimburse the County on a quarterly basis for time spent on projects requested by the LCLGRPБ staff. Invoices will be accompanied with a timesheet signed by a supervisor and a narrative report of work completed.

The County reserves the right to invoice the LCLGRPБ for any and all equipment and supplies required for the Junior Planner to perform the services under this Agreement.

4. **DOCUMENTS**

The following documents are now in existence and shall be deemed part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; and Resolution No. ____ of 2020. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

5. **TERMINATION/AMENDMENT**

- a. This Agreement may be terminated or amended at any time upon mutual Agreement of the parties.
- b. Either party may terminate this Agreement with or without cause at any time or for convenience upon thirty (30) days written notice to the other party.
- c. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party's address stated above.
- d. If either party terminates this agreement prior to the completion of services, the County shall be paid for those services rendered pursuant to this Agreement.

6. **NON-ASSIGNMENT**

This Agreement may not be assigned, in whole or in part, by the LCLGRPБ without prior approval by the County in writing and signed by the Chairman of the Board of Supervisors. Consent shall not limit County's right to enforce this provision on assigned parties.

7. **SEXUAL HARASSMENT**

Any type of Sexual Harassment is against Warren County policy and is unlawful. LCLGRPBA acknowledges and agrees that they have read the entirety of the Warren County Sexual Harassment Policy, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under Discrimination and Harassment. This Agreement incorporates the entire policy as a material term of this Agreement. LCLGRPBA shall follow the policy in its entirety. If a complaint does arise, LCLGRPBA is to notify Warren County promptly. To the fullest extent permitted by law, LCLGRPBA shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from LCLGRPBA and/or agent's breach of this policy.

8. **CONFIDENTIALITY**

The LCLGRPBA, its employees, agents or servants agree not to disclose any data, facts or information concerning services performed under this Agreement or obtained while performing such services, except as authorized by the Department, in writing, or as may be required by law.

9. **GOVERNING LAW**

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

10. **FORCE MAJEURE**

The County may terminate or suspend its performance under this Agreement immediately upon the occurrence of a "force majeure." For the purposes of this Agreement, "Force Majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strike, lockout, a pandemic, and any unforeseen circumstances and acts beyond the control of the County which render the performance of its obligations impossible.

11. **RESOLUTION**

All parties agree that they have read and reviewed the attached Resolution, know and understand its contents.

12. **ENTIRE AGREEMENT**

This is the entire Agreement of the parties and cannot be changed or modified except by mutual written agreement and signed by the Chairman of the Board of Supervisors. If any part of

this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect. This Agreement may be executed in any number of counterparts.

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

By: _____
Warren County Attorney

By: _____
FRANK THOMAS, CHAIRMAN
Board of Supervisors

Date: _____

LAKE CHAMPLAIN-LAKE GEORGE
REGIONAL PLANNING BOARD

By: _____
ELIZABETH GILLES, DIRECTOR

Date: _____

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 & Community Development

DATE: November 5, 2020

- (a) Purpose of Request: **1. Appoint Climate Smart Coordinator 2. Appoint members to Climate Smart Task Force**
- (b) Details: **1. Appoint Chris Belden, AICP, Assistant County Planner, as Climate Smart Coordinator 2. Appointment of members to the Climate Smart Task Force (see attachment)**
- (c) Previous Resolution Number: **549/2019 and 36/2020**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

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

* as listed in budget and LOGOS



Warren County Climate Smart Task Force



Climate Smart Task Force

The Warren County Climate Smart Task Force was established in 2019 to assist with developing strategies that curb greenhouse gas emissions and adapt to the impacts of global climate change. In 2020, Warren County earned the designation of Certified Bronze Climate Smart Community (CSC), by New York State.

For 2021, we recommend reducing the size of the Task Force and establishing advisory members. Appointments are made for a term of one (1) year.

Climate Smart Coordinator

The Climate Smart Coordinator is responsible for the management and outreach for the County's CSC Program. Chris Belden, AICP, Assistant County Planner, has served as the Coordinator since establishing the program. We recommend his reappointment to that role for 2021.

Proposed Task Force Members

Climate Smart Task Force		
Name	Title	Organization
Chris Belden, AICP	Assistant County Planner/ Climate Smart Coordinator	Warren County Department of Planning & Community Development
Sara Frankenfeld	GIS Administrator	Warren County Department of Planning & Community Development
Beth Gilles ‡	Director	Lake Champlain-Lake George Regional Planning Board
Allison Hargrave-Gaddy, AICP ‡	Senior Planner	Lake Champlain-Lake George Regional Planning Board
Jim Lieberum, CPESC ‡	District Manager/ Hazard Mitigation Coordinator	Warren County Soil & Water Conservation District
Jack Mance, AICP ‡	Senior Transportation Planner	Adirondack/Glens Falls Transportation Council
Scott Royael ‡	Sustainability Coordinator	SUNY Adirondack

Climate Smart Task Force – Advisory Members		
Name	Title	Organization
Amanda Beck	Junior Planner	Warren County Planning Department
Dan Barusch ‡	Director of Planning & Zoning	Town of Lake George
Tammie DeLorenzo	Assistant to the County Administrator	Warren County Administrator
Amy Drexel, AEM	Emergency Services Coordinator	Warren County Emergency Services
Ed Doughney, PE	Engineer 1	Warren County DPW
Dan Durkee	Senior Health Educator	Warren County Public Health
Jeff Flagg ‡	Sustainability Coordinator	City of Glens Falls

‡ Non-Municipal Member