

PLANNING COMMITTEE MEETING AGENDA

Date: Wednesday, April 25, 2018 @ 1:00 PM

Planning Committee Members Present: **Leuer, Davis,** Granger, Hastings, Brunner, Brick, King, Ryan

Absent:

Also Present:

Department Agenda Item	Discussion	Decision	Action
Committee Chair's Agenda			
	<i>~Nothing to Report~</i>	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
1:00 PM Wyo. Co. Chamber of Commerce w/S. Gardner			
1. <i>Proclaim May 6-12, 2018 as Travel & Tourism Week in Wyoming County.</i>		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
1:15 PM Countywide Zoning w/D. Roberts			
1. <i>Monthly Report – March, April partial 2018</i>	Attached	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
2. <i>Part time clerical help - continued</i>		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
1:30 Wyo. Co. Business Center (LDC) w/J. Pierce			
1. <i>2017 WCBC Annual Report</i>		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
2. <i>Fast-Trac updates</i>		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
Industrial Development Agency w/J. Pierce			
1. <i>Proclamation Request for Economic Development week, May 6 – 12.</i>	Template proclamation requested.	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:

Committee Chair Initials: _____

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2:00 PM – Planning & Development Department w/ W. Daly			
1. Broadband <ul style="list-style-type: none"> Report on 4/20/18 meeting w/Congressman Collins and Mike O’Reilly, Commissioner, FCC Spectrum NDA to get the list of “Buildout” addresses in the County. 		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
2. NYS OCR – CDBG Program Income Policy Change		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
3. Clean Energy Community \$150,000 grant update		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
4. At its March 22 meeting the Ag. & Farmland Protection Board discussed Wyoming County re-doing the Counties “Agricultural Development and Farmland Protection Plan” that was done on October, 2005. NYS Ag & Markets has grants for Counties to develop new plans <ul style="list-style-type: none"> Handouts-Ag & Markets Grants Do an RFP to see the cost? 	<u>Board Clerk’s notes:</u> <ul style="list-style-type: none"> Ag & Farmland Protection activities were reassigned by Supervisors J. Brick and D. Leuer to the Ag. Committee over a year ago (while Supervisor Brick was still Ag. Committee Chair). 	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to: XXX 05/30/18 Ag. & Green Energy Committee for further action.
Space Allocation w/Committee Chair Leuer			
1. Real Property Tax Services is requesting more space as the staffing expands to accommodate expansion in Countywide Assessing services to Wyo. Co. municipalities. <ul style="list-style-type: none"> Review results of a meeting that took place by and between Committee Chair Leuer, RPTS Director Kirsch and Supt. of Bldgs. & Grds. Rogers last week... 		Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
Wyo. Co. Water Resource Agency			
	<i>~Nothing to Report~</i>	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
Ag and Business Center of Excellence			
	<i>~ Nothing to Report ~</i>	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:

Committee Chair Initials: _____

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Department Agenda Item	Discussion	Decision	Action
Solid Waste w/			
	<i>~ Nothing to Report ~</i>	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
Arts Council w/J. Hoyt			
	<i>~ Nothing to Report ~</i>	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:
Business Education Council w/L. Leblond			
	<i>~ Nothing to Report ~</i>	Motion: Ayes: Noes: Absent:	Carried: Defeated: Referred to:

Signature of Committee Chairman: p/D. Leuer (minutes prepared by _____).

Next Planning Committee Meeting scheduled for **Wednesday, May 30, 2018 @ 1:00 PM.**

Committee Chair Initials: _____

TRAVEL AND TOURISM WEEK PROCLAIMED

WHEREAS, National Travel and Tourism Week is May 6-12, 2018. It is an annual tradition that was established by a Congressional Resolution in 1983 and first celebrated the following year. This nationwide week of events serves to champion the power of the travel and tourism industry; and

WHEREAS, travel and tourism is one of America's largest industries, generating \$2.4 trillion in economic output, with \$1 trillion spent directly by domestic and international travelers; and

WHEREAS, according to the US Travel Association, tourism directly generated \$164.8 billion in tax revenue for local, state and federal governments. Travel and tourism is America's largest services export industry and is one of America's largest employers. Travel is among the top 10 industries and supported 15.6 million jobs, including 8.8 million directly in the travel industry and 7 million in other industries. One out of every nine jobs in the U.S. depends on travel and tourism. Each U.S. household would pay \$1,300 more in taxes without the tax revenue generated by the travel and tourism industry; and

WHEREAS, tourism is critical to the economic health of Wyoming County. There are almost two-hundred tourism related businesses in Wyoming County. Travelers spend more than \$44 million annually in Wyoming County which generates \$21 million in labor income. Wyoming County sees a return of \$5.2 million in state and local sales tax, and the average savings per Wyoming County household from tourism generated taxes is \$338; and

WHEREAS, from the natural beauty of Letchworth State Park to the historic landmarks, rural character and agriculture, family friendly attractions, restaurants and lodging, Wyoming County is a true four season destination for outdoor adventure and family fun; and

WHEREAS, to recognize "Travel and Tourism Week" from May 6-12th, 2018 a week to celebrate and support the almost two-hundred tourism related attractions and businesses that create jobs, boost the economy, and bring visitors to Wyoming County; and

WHEREAS, the Wyoming County Board of Supervisors wishes to recognize the importance of tourism as a critical industry in Wyoming County and urges all our citizens to join with us in this observance; now therefore

BE IT RESOLVED, that May 6-12th, 2018 is hereby designated as

TRAVEL AND TOURISM WEEK in Wyoming County

in conjunction with the Wyoming County Chamber & Tourism, the State of New York, and the United States who have declared this as an important week in celebration and recognition of Travel and Tourism.

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the COUNTY OF WYOMING to be affixed this _____.

A.D. Berwanger, Chairman
Wyoming County Board of Supervisors

NON-DISCLOSURE AGREEMENT
CHARTER CONFIDENTIAL BUILDOUT INFORMATION

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of _____ (the "Effective Date"), by and between Charter Communications, Inc., on the one hand, and Wyoming County, (the "Municipality"), on the other hand.

RECITALS

WHEREAS, Charter Communications, Inc., ("Charter" or "Company") agreed to build out to 145,000 addresses in New York that are either unserved or underserved with respect to broadband service as part of the approval by the New York Public Service Commission ("PSC" or "Commission") of its merger with Time Warner Cable, Inc.; and

WHEREAS, as part of a settlement dated June 19, 2017 ("Settlement"), Charter agreed to file a list containing the street level identification of the 145,000 addresses and update it every six months; and

WHEREAS, Charter considers this information proprietary and confidential and has filed it as a trade secret confidential document with the Records Access Officer of the Broadband Program Office/Department of Public Service (BPO/DPS); and

WHEREAS, as part of the Settlement, Charter also agreed that BPO/DPS and Charter could release address information relevant to a particular municipality if such municipality requests it and agrees to enter into a confidentiality agreement to keep the information confidential.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Buildout Information" means bulk address information provided by Charter relevant to a specific, requesting Municipality.

2. Permitted Use. The Municipality acknowledges that it will be given access to the Company Confidential Information solely for purposes of tracking the buildout of premises within the Municipality pursuant to the Settlement, and will not use the information for any other purpose, or in any other proceeding.

3. Obligations. The Municipality hereby agrees that it will: (a) treat the Confidential Buildout Information as non-public data, accorded the same degree of confidentiality with which it treats its own confidential or proprietary information, and, in any event, with no less than a reasonable degree of confidentiality necessary to safeguard the data against being released to, or accessed by, any unauthorized person; (b) refrain from copying the Confidential Buildout Information, in whole or in part, except as required solely for its own internal purposes and, in such instances, only upon the accurate reproduction of all proprietary legends and notices located in the originals; (c) refrain from any effort to use any addresses provided by the Company to identify the name or telephone number of any of the Company's subscribers or otherwise contact

or approach any of the Company's subscribers at the addresses provided or derived; (d) limit dissemination of the Confidential Buildout Information to officers and employees of the Municipality who have a need to know the Confidential Buildout Information in furtherance of the uses permitted by this Agreement; provided, however, that any such additional person who gains access to the Confidential Buildout Information shall, prior to receiving access to the Confidential Buildout Information read this Agreement and execute the form of Certification attached hereto as "Exhibit A"; notwithstanding, the Municipality shall in all events be responsible for any action or inaction of its officers and/or employees who violate any term or provision in this Agreement, or Certification including indemnifying the Company for any and all claims, damages or assessments that may arise from the Municipality's and/or their officers' and/or employees' use of the Confidential Buildout Information provided hereunder in violations of the terms of this Agreement and/or Certification.

4. Legally Required Disclosure. If the Municipality receives a request for part or all of the Confidential Buildout Information, pursuant the State Freedom of Information Law ("FOIL") or otherwise, it shall provide the Company with prompt notice of any such request and shall cooperate with the Company, at the Company's sole expense, in seeking to defend the confidential nature of the Information. If a court of law ultimately determines that any part of such information should be disclosed, the Municipality shall disclose only that portion of the Confidential Buildout Information as is required pursuant to such requirement. During the pendency of any appeals of an order requiring disclosure of Confidential Buildout Information, the Municipality shall continue to treat such information as confidential unless otherwise expressly required by law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as the Confidential Buildout Information under the terms of this Agreement.

5. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the expiration of the maximum time period set forth in any applicable federal or state law, rule or regulation pertaining to the period of time for which a person's or entity's non-public information may be deemed to be confidential or proprietary and subject to protection under an agreement to that effect.

6. No Assignment. The Municipality shall not assign any of its rights or delegate any of its obligations under this Agreement, except upon the prior written consent of the Company, which may be withheld in the Company's sole and absolute discretion.

7. Equitable Relief. The Municipality acknowledges that the Company may be irreparably injured by a breach of this Agreement by the Municipality and that the Company, in addition to any other remedies available at law or in equity, shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the Municipality.

8. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any provision be held to be illegal, invalid or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such provisions shall be automatically modified to reflect the maximum duration, scope or subject matter allowable by law.

9. Notices. Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, telefax or overnight courier, or via U.S. Certified Mail, Return Receipt Requested, at the following addresses:

If to Company:

Charter Communications
355 Chicago St.
Buffalo, NY 14204
Facsimile: 716-558-8541
Attention: Mark Meyerhofer

or at such or at such other addresses as a party may designate by notice to the other parties. Such notices or other communications shall be deemed received when actually delivered (where given via personal delivery, email, fax or overnight courier) or three (3) business days after mailing (where given via U.S. Certified Mail).

10. Integration. This Agreement supersedes all previous oral and written agreements, if any, among the parties regarding the confidentiality of information disclosed to each other.

11. Governing Law. This Agreement, and any controversies arising hereunder, shall be interpreted in accordance with the laws of the State of New York, and adjudicated in a state or federal court of competent jurisdiction located in the State of New York.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which, shall for all purposes be deemed an original and all of which, taken together, shall collectively constitute one and the same agreement.

13. Additional limitations and requirements with respect to Confidential Buildout Information. Any personally identifying customer information, including both existing and potential Company customers, will be maintained as confidential at all times by the Municipality and will not be disclosed or used publicly for any purpose by the Municipality. Any permitted use of such Information under this Agreement shall be undertaken in accordance with the terms herein and all applicable law. Municipality shall be solely responsible for any penalties or costs arising from non-compliance with any applicable law governing its use of such Information.

The Municipality shall retain all customer information only for so long as is necessary. Thereafter, Municipality shall permanently destroy or return the Confidential Buildout Information. Upon

termination of this Agreement for any reason, the Municipality shall continue to treat all Confidential Buildout Information as confidential in perpetuity.

Any failure by a Municipality to adhere to the terms of this Agreement, and the confidentiality obligations specified hereunder, shall result in forfeiture of such Municipality's right of access to Confidential Buildout Information under the Settlement.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

Wyoming County

Name:
Title:

TIME WARNER CABLE NORTHEAST LLC
By Charter Communications, Inc., its Manager

Name: Charles R. Williams III
Title: Vice President, Government Affairs



ANDREW M. CUOMO
Governor

Homes and Community Renewal

RUTHANNE VISNAUSKAS
Commissioner/CEO

March 29, 2018

Honorable A.D. Berwanger
Wyoming County
143 N. Main Street
Warsaw, New York 14569

Dear Chairman Berwanger:

RE: Policy Change to CDBG Program Income Guidelines

This letter is to announce a change in policy regarding retention of Community Development Block Grant (CDBG) program income by current and past recipients of the CDBG Program administered by New York State since the start of Program Year 2000.

CDBG program income includes any proceeds generated by the use of CDBG funds, regardless of whether the grant that generated the program income is open or closed, and must be used in compliance with CDBG rules. Under CDBG program income rules at 24 CFR 570.489(e), the State can choose to allow recipients to retain and reuse the program income subject to all CDBG requirements, or to require it to be returned to the State and reallocated under the State's Method of Distribution. In the past, the Housing Trust Fund Corporation (HTFC), the funding mechanism for the Office of Community Renewal, allowed Recipients to retain and reuse the program income for additional CDBG activities, including after grant closeout, subject to annual reporting.

Under 570.489(e)(3)(ii)(A), the State may require recipients to return program income if it determines that recipients are unable to utilize funds in full compliance with program requirements or the funds are "unlikely to be applied to continue the activity within the reasonably near future." Compliance questions related to the accumulation, reuse and reporting of program income by local recipients has resulted in audit findings that the State is required to address. **Due to these audit findings, HTFC will require all past and present local recipients of the State's CDBG Program (since the year 2000) to return any uncommitted program income in their possession on March 31, 2019 or received after that date.**

To transition to this new CDBG program income requirement:

1. Local recipients must report all program receipts in their possession by **May 31, 2018** using the attached Certification Form.
2. Local recipients may use any program income currently in their possession (or received prior to 3/31/19) for CDBG eligible activities, if the funds are committed by **March 31, 2019**.
 - a. Local recipients may commit program income to activities only after notifying NYS Office of Community Renewal (OCR) staff of the intended use of the funds and demonstrating that the use will meet a National Objective and all CDBG requirements.
 - b. 'Commitment of funds' is achieved only when either the local recipient legislative body has formally allocated funds to a specific project in the public record, or the local recipient has executed a written agreement with a business, homeowner or other eligible person committing funds to a specific activity and approval from OCR.

- c. If the local recipient has an open CDBG project, **CDBG program income must be used for eligible CDBG activities before drawing new CDBG funds under the open grant.**
3. Any program income in a local recipient's possession that has not been committed in writing for eligible CDBG activities and approved by OCR by March 31, 2019 **must be returned to HTFC no later than April 30, 2019.**
 - a. Receipts that are not defined as program income may be retained by the local recipient if approved by OCR (see the attached Fact Sheet.)
 - b. Canceled commitments must also be returned.
4. Any proceeds defined as **CDBG program income that are received for any open or closed CDBG grant on or after April 1, 2019 must be returned to HTFC at the end of each subsequent state fiscal year (by April 30).**
 - a. However, all Revolving Loan Fund receipts must be returned to HTFC immediately upon receipt.

To summarize, the transition timeline to this new CDBG Program Income policy is:

May 31, 2108	Certification & Program Income Report due to OCR
April 1, 2018 – March 31, 2019	Commit PI to eligible projects (with OCR approval)
April 30, 2019	PI Report (thru 3/31/19) & remit uncommitted PI to HTFC
April 30, 2020 & annually	Annual (4/1 – 3/31) PI Report & all PI returned to HTFC

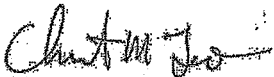
Attached to this letter you will find:

- A fact sheet providing additional detail on the CDBG program income policy and use requirements;
- A report on all CDBG awards that your community has received; and
- A form and certification for identifying all program income in your possession.

Please review the attached report and all program income payments you have received, identifying the total program income in your possession. Complete the enclosed certification identifying all the program income that you currently have on hand, then sign and return to OCR by May 31, 2018. As noted, you will have until March 31, 2019 to commit these program income funds, or to return them to HTFC.

If you have questions regarding this policy or instructions, you may contact Jason Purvis, CDBG Program Director at Jason.Purvis@nyshcr.org or (518) 474-2057.

Sincerely,



Christian M. Leo
 President
 Office of Community Renewal

NYS Ag & Markets--Farmland Protection Planning Grants

Overview

The Department provides state assistance payments to counties and municipalities to develop local agricultural and farmland protection plans in an effort to share the costs of locally-led agricultural and farmland protection activities. Agricultural and farmland protection plans should identify land or areas proposed to be protected and describe activities, programs and strategies intended to be used to promote continued agricultural use.

Municipal Planning Grants

The New York State Constitution grants home rule authority to municipalities (cities, towns, and villages), which includes a comprehensive right to regulate land use and zoning. Therefore, municipal farmland protection plans should focus on how to protect agricultural lands through municipal zoning, land use, and subdivision regulations, as well as to ensure that those laws are not unreasonably restrictive on farm operations.

Municipalities are eligible for grants up to \$25,000 or 75% of the cost (whichever is less) for developing a local farmland protection plan. The local share of funding must be provided in at least 20% cash (no more than 80% in kind services) and any two municipalities may join together in application for a planning grant. Any municipality that has not previously prepared an agricultural and farmland protection plan is eligible for funding.

County Planning Grants

Counties, on the other hand, should focus more heavily on promoting the economic success of such farm operations. In addition to creating specific agricultural protection plans, funds may be used to update local planning documents, including but not limited to the agricultural section of comprehensive plans, land use regulations and zoning ordinances to ensure that these documents contain clear language and policies that are supportive of the local agriculture industry.

Counties are eligible for grants up to \$50,000 or 50% of the cost (whichever is less) for developing a county agriculture and farmland protection plan. As in the case of municipal planning grants, the county share of funding must be provided in at least 20% cash (no more than 80% in kind services) and any two counties may join together in application. Any county that has established an agricultural and farmland protection board and has not had an agricultural and farmland protection plan approved by the Commissioner in the last ten years is eligible for funding.

Click [here](#) for the list of dates county plans were approved to determine if your county is eligible for a grant to update the plan.

NYS Ag & Markets--Farmland Protection Planning Grants

Summary Chart:

	Counties	Municipalities
Focus	Agricultural economic development	Zoning, municipal land use, and subdivision regulations, along with strategies to strengthen the local agricultural community
Grant Maximum	50% of the cost, up to \$50,000	75% of the cost, up to \$25,000
Match requirements	Local share: 80% in kind, 20% cash	Local share: 80% in kind, 20% cash
Eligibility	Has established an agricultural and farmland protection committee AND Has not had a plan approved in the last 10 years	Has not previously prepared a plan
Joint applications	Allowed with other counties Funding equals no more than \$50,000 times the number of counties applying jointly	Allowed with other municipalities Funding equals no more than \$25,000 times the number of municipalities applying jointly

Municipalities and counties interested in planning grant funds should contact John Brennan at john.brennan@agriculture.ny.gov. Current grant opportunity materials are available [here](#).