

Cohoes Industrial Development Agency  
Board of Directors Meeting  
Tuesday, February 28, 2017@ 8:15 a.m.  
Cohoes City Hall – Council Chambers

**Present**

Michael Jacobson, Ralph Signoracci, Rod Dion, Jennifer Spring

Also in attendance: Shawn Morse, Michael Durocher, Cate Hedgeman, Debbie Jacques, Gilah Moses and Nadine Zeigler

Members Absent: Marie Stark

**Meeting called to order by Ralph Signoracci at 8:15 a.m. with a quorum present.**

**APPROVAL OF MINUTES:**

Mr. Signoracci asked the members if they had any questions or revisions to the January 27, 2017 Meeting. There were no questions or changes. Mr. Jacobson made a motion to approve the minutes of the January 27, 2017 meeting. Mr. Dion seconded the motion. Motion carried.

**Financial:**

Mr. Durocher gave an update of the financial status as of February 24, 2017. Mr. Durocher asked the board if they would like the auditor to attend the March meeting and the board agreed that would be a good idea. He said he would reach out the Ken Claflin and invite him to the March meeting. There were no questions regarding the financial reports. Mr. Dion made a motion to accept the minutes Mr. Signoracci seconded the motion. Motion carried.

**New Employee:**

Mr. Jacobson introduced Kara McNight to the board and stated that she recently started as the IDA Planner.

**Downtown Revitalization:**

Mr. Signoracci stated that C&S Engineering did a street inventory for the DRI Grant Application. C&S has provided an agreement for \$18,400.00 to complete the asset inventory for to include curbs, sidewalks and intersection corner treatment and prioritizing the areas most in need of repair or replacement. Dr. Spring stated that she did not receive the package several other members also stated that they did not receive the package. It was determined that any external emails with attachments were not received. Debbie Jacques said she would look into this problem with the City IT department. Mr. Dion made a motion to approve the contract. Mr. Signoracci seconded the motion. Motion carried.

**At Remsen Heights Project:**

Ms. Zeigler stated the IDA held a Public Hearing on February 15<sup>th</sup>, 2017 and that the board now has to approve the following resolutions:

Resolution Confirming SEQR Determination At Remsen Heights, LLC Project. Mr. Jacobson made the motion. Mr. Signoracci seconded the motion. Motion carried.

Resolution for Commercial/Retail Findings Resolution At Remsen Heights, LLC Project. Ms. Zeigler stated that the Project is consistent with the Master Plan for the redevelopment of the downtown and it will create at least 1 full time job and over 40 constructions jobs. Mr. Dion had a question as to the name of the Project. Mr. Jacobson stated that the name of the project is At Remsen Heights, LLC but the building will be called Remsen Place. Mr. Signoracci made a motion to approve the resolution. Mr. Dion seconded the motion. Motion carried.

PILOT Deviation Approval Resolution At Remsen Heights, LLC. Ms. Zeigler stated that this project will deviate from the Uniform Policy and that letters have been sent to all agencies involved. She further stated that the PILOT will be a 17 year PILOT years 1-8 no tax on the improvements and in years 5 & 7 financial documents are to be submitted and the PILOT is subject to change, starting in year 9 the assessment will be increased every year until year 18 when the exemption will be completed off the property. Dr. Spring asked if this was a very generous PILOT. Mr. Morse stated that we are trying to encourage investment to the downtown business district. He further stated that right now this site is a vacant parcel of land generating zero tax dollars for the City and we have an investor willing to spend 5 million dollars to build a facility and help re-populate the downtown. Mr. Morse stated that we need to look at the entire picture and see that the goal is to populate the downtown. Mr. Jacobson stated that the project will not work without the PILOT and he does not feel that it is over generous. He further stated that the structure of the PILOT is good for the City. Mr. Morse stated that the developers will start paying taxes on the land value and that currently there are no taxes being generated on this site. The PILOT will apply to the improvements only. Being no further questions or comments, Mr. Jacobson made a motion to approve the resolution. Dr. Spring seconded the motion. Motion carried.

Resolution approving the At Remsen Heights, LLC Project. Ms. Moses, attorney for the developer, stated that she understands the boards concerns but if the PILOT was unavailable they would be unable to get financing. She stated that the developer is very excited about this project and they are currently seeking to find tenants for the commercial space. The developer would like to see a gym, coffee shop or something along those lines in order to keep in line with the vision of the City. The developer is hoping to start construction in June or July and the entire project should be complete in 7 or 8 months. Mr. Jacobson made a motion to approve the resolution. Mr. Signoracci seconded the motion. Motion carried.

### **Resolution Authorizing the Acquisition of 180 and 182 Ontario Street**

Mr. Jacobson stated that he has been working with the owner of the properties at 180 and 182 Ontario Street and that we have reached an agreement on the purchase of the land and the vacant two family house. The contract has been signed subject to board approval. Mr. Jacobson further stated that we are currently in our due diligence phase and we will be conducting the environmental studies on the sites. Mr. Jacobson also that that we are currently speaking to the owners of the adjoining property to discuss purchasing that property. Mr. Jacobson stated this would give us control of the entire site to sell to a developer. Mr. Dion asked if there were any developers currently interested in the project. Mr. Jacobson stated that has been in discussion with several developers who may be interested in the site but when the time comes we will have to see who comes up with the best plan and price for the site. Mr. Jacobson stated that the City

had the Route 470 Study done about 10 to 12 years ago and that they came up with a great design for the site and there are poster boards in his office if anyone would like to see the potential vision for that area. Dr. Spring made a motion to approve the resolution. Mr. Dion seconded the motion. Motion carried.

**Resolution to approve Subordination Agreement for Waters View Condominiums Two, LLC**

Ms. Hedgeman stated that this is an older IDA project and the developer is in the process of refinancing the mortgage. The developer is requesting that the IDA subordinate their Leasehold interest. Ms. Hedgeman stated that she has reviewed the documentation and the agreement is acceptable and that this subordination is required in order for the developer to complete the refinance. Mr. Morse asked if there was any financial benefit for the IDA with the refinance. Ms. Hedgeman said there was not. Ms. Zeigler did say that most IDA charge a fee for a refinance especially if there is additional money being given. Ms. Hedgeman said that this project was not structured that way. Mr. Dion made a motion to approve the resolution. Mr. Jacobson seconded the motion. Motion carried.

**Resolution to Extend the Service Contract with the Palace Performing Arts Center, Inc.**

Mr. Jacobson stated that when the original Service contract with the Palace Performing Arts Center was executed the date was only thru December 31, 2016, but the contract should have run through July 31, 2017 so that it covered a full year. Mr. Dion made a motion to approve the Resolution. Mr. Signoracci seconded the motion. Motion carried.

**New Business**

Mr. Morse stated that now that the IDA has an employee working full time in City Hall, that the IDA should be paying rent for the office space used by the employee. Ms. Hedgeman agreed that it would be beneficial to enter into an agreement with the City to show the separation of the duties and responsibilities. Mr. Morse stated that he would contact Mr. Kremer, Corporation Counsel to draw up an agreement.

Mr. Dion asked Mr. Jacobson to give an update on the current projects. Mr. Jacobson stated that the Cohoes Hotel demolition work has started. The developer has started the rehabilitation work on the 3 Harmony Market Place buildings and the developer has secured two tenants, a wedding cake shop and a Law Office. Mr. Jacobson stated that the Sargent Street Project is waiting for approval on their tax credit application and should hear early Spring. Mr. Morse said that the Canal Square Rock the Block bands have been booked and that there will be a lot of activity come early summer.

Being no further business Mr. Signoracci made a motion to adjourn the meeting. Dr. Spring seconded the motion. Motion carried Meeting was adjourned at 9:00 am.

Minutes submitted by Debbie Jacques

2:15 PM  
03/20/17  
Cash Basis

Cohoes Industrial Development Agency  
**Profit & Loss**  
January through December 2017

	<u>Jan - Dec 17</u>
Ordinary Income/Expense	
Income	
Administrative Fees	207,037.00
IDA Support	50,000.00
Total Income	<u>257,037.00</u>
Expense	
Cohoes Music Hall	11,650.00
CPA Audit	1,800.00
Executive Director- CEO	4,100.00
Legal Fees	3,876.00
Network Support- Web Site	100.00
Office Supplies	965.95
Payroll Expenses	3,100.84
Professional Services	4,700.00
Taxes	106.42
Training, Travel & Dues	270.00
Total Expense	<u>30,669.21</u>
Net Ordinary Income	226,367.79
Other Income/Expense	
Other Income	
Interest Income	4.94
Total Other Income	<u>4.94</u>
Net Other Income	4.94
Net Income	<u><u>226,372.73</u></u>

2:15 PM  
03/20/17  
Cash Basis

Cohoes Industrial Development Agency  
**Balance Sheet**  
As of March 20, 2017

	<u>Mar 20, 17</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Key Bank Operating Account	188,310.63
Total Checking/Savings	<u>188,310.63</u>
Total Current Assets	188,310.63
Other Assets	
Property Held for Investment	<u>271,096.00</u>
Total Other Assets	<u>271,096.00</u>
<b>TOTAL ASSETS</b>	<u><u>459,406.63</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,026.00
Total Accounts Payable	<u>1,026.00</u>
Other Current Liabilities	
Accrued Liability	19,350.00
Payroll Liabilities	<u>945.65</u>
Total Other Current Liabilities	<u>20,295.65</u>
Total Current Liabilities	<u>21,321.65</u>
Total Liabilities	21,321.65
Equity	
Opening Bal Equity	55,646.74
Retained Earnings	156,065.51
Net Income	<u>226,372.73</u>
Total Equity	<u>438,084.98</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>459,406.63</u></u>

**COHOES INDUSTRIAL DEVELOPMENT AGENCY  
RESOLUTION TO ENTER INTO A CONTRACT FOR  
ENVIRONMENTAL SERVICES**

**WHEREAS**, a request for a proposal for Phase I Environmental Services was issued by the Cohoes Industrial Development Agency (“CIDA”); and

**WHEREAS**, in response thereto, C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. (hereinafter “CT Male”) submitted a proposal with estimates to render the requested services; and

**WHEREAS**, the CIDA, through its Chairman and Executive Director, has accepted the Proposal of CT Male to provide the aforesaid services; and

**WHEREAS**, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix “A”, which is subject to Board approval in accordance with the CIDA by-laws;

**NOW, THEREFORE, BE IT RESOLVED** by the CIDA Corporation that:

1. The Agreement for Phase I Environmental Services is hereby approved; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 21st day of March 2017.

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Chair

ATTEST/AUTHENTICATION:

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Secretary

**MASTER AGREEMENT  
BETWEEN THE COHOES INDUSTRIAL DEVELOPMENT AGENCY  
AND C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE &  
LANDSCAPE ARCHITECTURE, D.P.C.**

For Environmental Services

**THIS AGREEMENT** is made by and between the Cohoes Industrial Development Agency, organized under the laws of the State of New York, acting by and through its Chairman and Executive Director, with a principal office at 97 Mohawk Street, Cohoes, New York 12047 (hereinafter, the "CIDA"), and C.T. Male Associates, Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. ( hereinafter "CT Male") a corporation, with its principal office at 50 Century Hill Drive, Latham, NY 12110 (hereinafter, the "Contractor").

**W I T N E S S E T H:**

**WHEREAS**, the CIDA owns certain properties, which are located in the City of Cohoes, New York; and

**WHEREAS, WHEREAS**, the CIDA has heretofore requested proposals for Architectural & Engineering Services (hereinafter, the "Services") to be rendered for property currently owned by the CIDA, (hereinafter, the "Property"), and

**WHEREAS**, in response thereto, Contractor has submitted a proposal with estimates to render the requested Services (hereinafter called the "Proposal"); and

**WHEREAS**, the CIDA has accepted the Proposal of the Contractor to provide the aforesaid Services; and

**WHEREAS**, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned Services, and to execute a fully-integrated agreement with respect thereto;

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**ARTICLE I. THE CONTRACT DOCUMENTS: INTERPRETATION**

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP or RFQ or Proposal quote, which is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFP, RFQ or proposal quote.

**ARTICLE II. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- 2.1 CT Male shall provide a Phase I Environmental Assessment for 182 Ontario Street per the proposal dated March 14, 2017, a copy of which is attached hereto as Addendum A.

**ARTICLE III. COMPENSATION**

- 3.1 In consideration of the terms and obligations of this Agreement, the CIDA agrees to pay and the Contractor agrees to accept payment as follows:

An estimated Fee of \$1,800 on a time and materials basis per the March 14, 2017 proposal attached hereto as Addendum A.

**ARTICLE IV. PAYMENT**

Payment shall be made to the Contractor by the CIDA on a net thirty (30) basis upon the Contractor's submission of invoice(s), plus any supporting documentation, to CIDA's principal office location, attention to: Ralph Signorracci, IV, Chairman, 97 Mohawk Street, Cohoes, New York 12047. The invoice is subject to acceptance by the CIDA. Payment shall be in the form of a bank check and will be mailed to the Contractor's principal office.

**ARTICLE V. TERM OF THE AGREEMENT**

The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for the project period, unless terminated sooner as provided herein.

**ARTICLE VI. TERMINATION OF AGREEMENT; REMEDY FOR BREACH**

- 6.1 This Agreement may be terminated by the CIDA or the Contractor as follows:



6.1.1 The CIDA may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to CIDA-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the CIDA may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the CIDA may determine.

6.1.2 The Contractor may terminate this Agreement if the CIDA is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the CIDA all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the CIDA to procure a substitute Contractor to satisfactorily complete the work, together with the CIDA's own costs incurred in procuring a substitute Contractor.

#### **ARTICLE VII. ADDITIONAL GROUNDS FOR CANCELLATION OF AGREEMENT BY THE CIDA; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES**

7.1 Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the CIDA without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Legal Consultant, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.

7.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

7.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the CIDA for services completed prior to the cancellation or termination shall be paid to the Contractor.

#### **ARTICLE VIII. PROHIBITION OF CONTRACT ASSIGNMENT**

- 8.1 The Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title or interest therein, to any other person or entity without the prior written consent of the CIDA.
- 8.2 The Contractor shall not subcontract for any portion of the Services required under this Agreement without the prior written approval of the CIDA. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the CIDA may deem necessary or appropriate.

#### **ARTICLE IX. COOPERATION**

Contractor shall cooperate with the agents, representatives and employees of the CIDA and the CIDA shall cooperate with the agents, representatives and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

#### **ARTICLE X. NON-DISCRIMINATION**

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its CIDA-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

#### **ARTICLE XI. IRANIAN ENERGY SECTOR DIVESTMENT**

Contractor hereby represents that Contractor is in compliance with New York State Public Authorities Law Section 2829-c entitled "Iranian Energy Sector Divestment." By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, the Contractor represents that it has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

**ARTICLE XII. INDEPENDENT CONTRACTOR STATUS**

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the CIDA for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the CIDA.

**ARTICLE XIII. INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the CIDA, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

**ARTICLE XIV. INSURANCE COVERAGE**

- 14.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the CIDA, insurance policies of the kinds and in the amounts provided in the Schedule "A" attached hereto and made a part hereof. The insurance policies shall name the CIDA as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the CIDA.
- 14.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the CIDA with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the CIDA. The Contractor shall also provide the CIDA with updated Certificates of Insurance prior to the expiration of any previously-issued Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the CIDA.

Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the CIDA may declare this Agreement suspended, discontinued or terminated.

- 14.3 All insurance required shall be primary and non-contributing to any insurance maintained by the CIDA. The Contractor shall ensure that any CIDA-approved subcontractors hired also carries insurance with the same limits and provisions provided in this article and Schedule A. Each CIDA-approved subcontractor shall furnish the CIDA with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.

#### **ARTICLE XV. NO WAIVER OF PERFORMANCE**

Failure of the CIDA to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the CIDA's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

#### **ARTICLE XVI. GROUND FOR CANCELLATION OF AGREEMENT BY THE CIDA; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES**

- 16.1 Notwithstanding anything herein to the contrary, this Agreement may be cancelled or terminated by the CIDA without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the Contractor, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.
- 16.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

16.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the CIDA for services completed prior to the cancellation or termination shall be paid to the Contractor.

#### **ARTICLE XVII. ADDITIONAL WORK**

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the CIDA of that opinion and shall provide a cost estimate for said work. Contractor shall not perform any additional work without the written consent of the CIDA.

The terms of this contract applies to any additional work that Contractor may undertake for the CIDA. Any additional work shall be outlined in an attached addendum signed by both parties.

#### **ARTICLE XVIII. LICENSES**

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

#### **ARTICLE XIX. PARTIAL INVALIDITY**

If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

#### **ARTICLE XX. HEADINGS – CONSTRUCTION**

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend or affect the provisions hereof.

#### **ARTICLE XXI. NOTICES**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

#### **ARTICLE XXII. GOVERNING LAW AND LEGAL ACTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding relating to this Agreement will be brought in the Supreme Court of the State of New York in the County of Albany. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

**ARTICLE XXIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

**ARTICLE XXIV. MODIFICATION**

This Agreement may only be modified by a formal written amendment executed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

**COHOES INDUSTRIAL DEVELOPMENT AGENCY**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Ralph Signoracci, IV  
Chairman

**C.T. Male**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF ALBANY    ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, personally appeared Ralph Signoracci, IV personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

SCHEDULE A

**INSURANCE REQUIREMENTS**

The Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. **Commercial General Liability** coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

B. **Comprehensive Automobile Liability** coverage on owned, hired, leased, or non-owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C. **Workers' Compensation and Employers' Liability** coverage in form and amounts required by law.

The CIDA shall be named as an additional insured on the policies required by subparagraphs (A and B) above.



## C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110  
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



March 14, 2017

Ms. Debbie Jacques, Executive Assistant  
Cohoes Industrial Development Agency  
97 Mohawk Street  
Cohoes, New York 12047

VIA EMAIL

*Re: Proposal  
Phase I Environmental Site Assessment (ESA)  
182 Ontario Street, City of Cohoes, NY*

Dear Ms. Jacques:

As requested, C.T. Male Associates is pleased to submit this proposal for conducting a Phase I Environmental Site Assessment (ESA) of the above referenced property which is located in the City of Cohoes, Albany County, New York. The site is understood to be an approximate 0.85 acre parcel developed with a commercial storage structure.

The ESA will be performed in accordance with ASTM E-1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The purpose of the ESA is to reasonably identify ASTM defined Recognized Environmental Conditions (RECs), and to conduct all appropriate inquiry (AAI) into the previous ownership and uses of the property. RECs are defined as: the presence or likely presence of hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The environmental site assessment will consist of the following scope of work:

- A site reconnaissance, including a walkthrough of the site buildings and site grounds, to identify areas of potential environmental concern;
- Interviews with site representatives knowledgeable of current and former site operations;
- Review of municipal property records and information provided by local government agencies;
- Review of historical information and documents;
- Review of federal and state agency database information for the subject property and neighboring properties to identify potential concerns that could adversely affect the environmental condition of the property.

## C.T. MALE ASSOCIATES

*Proposal*

*Page - 2*

- Preparation of a report documenting the findings of the environmental site assessment. One electronic version of the report will be provided.

This proposal does not include addressing ASTM out of scope issues or conditions, but could be provided if requested by the client at an additional fee. Out of scope issues include:

- Asbestos Containing Materials
- Lead in Drinking Water
- Wetlands
- Industrial Hygiene
- Indoor Air Quality
- Cultural & Historic Resources
- Radon/Mold
- Lead Based Paint
- Regulatory Compliance
- Health & Safety
- Endangered Species
- Ecological Resources

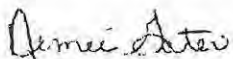
The Phase I ESA can be completed within three weeks from authorization to proceed. Final completion of the ESA is dependent upon the timeliness of our receipt of applicable information from the client and file information from regulating agencies through the Freedom of Information Law (FOIL) request program and receipt of "user" information ("User Questionnaire", Section X3 of the Standard).

In addition to the completion of the User Questionnaire, it is the client's responsibility to obtain and provide to C.T. Male a land title record which in addition to providing the chain of title focuses on the restrictions of the record of title, specifically liens and Activity and Use Limitations (AULs).

Our lump sum fee to perform the Phase I ESA is \$1,800.00. This fee assumes timely and unrestricted access into the site building and grounds.

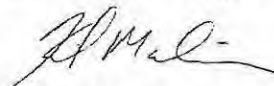
If you have any questions or require any additions or changes to our proposed scope of service, please feel free to contact me at (518) 786-7551. We appreciate the opportunity to work with you on this project.

Sincerely,  
C.T. MALE ASSOCIATES



Aimee Gates  
Sr. Environmental Scientist

Reviewed and approved by:



Kirk Moline  
Project Manager

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: \_\_\_\_\_

Agreement made this 14<sup>th</sup> day of March, 2017, by and between C.T. MALE ASSOCIATES Engineering, Surveying, Architecture & Landscape Architecture, DPC, a Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE); and COHOES INDUSTRIAL DEVELOPMENT AGENCY. (hereinafter called the CLIENT),

CLIENT and C.T. MALE agree as follows:

A. CLIENT and C. T. MALE, for the mutual consideration hereinafter set forth, agree as follows:

C.T. Male will perform a Phase I Environmental Site Assessment of the site located at 182 Ontario Street in the City of Cohoes, NY as per the attached proposal dated 3/14/17.

B. CLIENT agrees to pay C. T. MALE as compensation for services as follows:

Lump Sum Fee of \$1,800.00.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.25% compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

C. CLIENT shall furnish the following:

- Title information,
- Existing survey map or site plan,
- Access to the site grounds and structures,
- Signed Contract Agreement,
- Copies of Environmental Reports and Permits,
- User Questionnaire

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall being included in any judgment rendered.

F. CLIENT shall provide C.T. MALE personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

COHOES INDUSTRIAL DEVELOPMENT AGENCY

97 Mohawk Street  
Cohoes, NY 12047  
Phone: (518) 233-2121  
Fax:

AGREED TO:

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, DPC.  
50 Century Hill Drive  
Latham, NY 12110  
Phone: (518) 786-7400  
Fax: (518) 786-7299

By: \_\_\_\_\_  
(Authorized Signature/Date)

By: \_\_\_\_\_  
Kirk Moline (Date)

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

Title: Project Manager

# C.T. MALE ASSOCIATES

## STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE.
2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE's prior written consent. C.T. MALE shall not release CLIENT's data without authorization.
3. **LIMITATIONS OF PROBABLE COST ESTIMATES:** Any estimate of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. **APPROVAL OF WORK:** The work performed by C.T. MALE shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE's work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of C.T. MALE in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE's own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.
10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.
11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE's field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE's field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE's field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE will not be responsible for job or site safety on the project.
12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.
13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE's liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$50,000, or C.T. MALE's total fee for services rendered on the project.
14. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:
  - Reasonable ingress to and egress from the Site by C.T. MALE and/or its subcontractors and their respective personnel and equipment.
  - Clean, secure, and unobstructed space and areas at the Site for C.T. MALE equipment and vehicles or those of C.T. MALE's subcontractors.
  - Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE with prior approval of each location where C.T. MALE will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE's negligence or willful misconduct.
15. **CONTROLLING LAWS:** This Agreement is to be governed by the laws of the State of New York.
16. **INSURANCE:** C.T. MALE shall procure and maintain throughout the period of this Agreement, at C.T. MALE's own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.
17. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor C.T. MALE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
18. **MEDIATION:** CLIENT and C.T. MALE agree to make every effort to resolve all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

## C.T. MALE ASSOCIATES

19. **EQUAL EMPLOYMENT OPPORTUNITY** C.T. MALE is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

20. **NOTICES:** All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

## Jacques, Deborah

---

**To:** Gates, Aimee  
**Cc:** MJacobson@ci.cohoes.ny.us  
**Subject:** Phase I - Cohoes IDA

Aimee

We will need a Phase I Environmental for property located at 182 Ontario Street, Cohoes, NY (10.60-3-2).

The property is land with a large storage structure on the property. I can send you a copy of an old appraisal if that will be of any help – let me know.

Please send me the paperwork so we can get this started.

The Phase I will be for the Cohoes Industrial Development Agency, 97 Mohawk Street, Cohoes, New York 12047 and Pioneer Bank.

Thank you.

Debbie Jacques, Executive Assistant  
to Michael Jacobson,  
Director of Economic & Community Development  
City of Cohoes  
97 Mohawk Street  
Cohoes, NY 12047  
(518)233-2121 Ext. 218  
Email: [djacques@ci.cohoes.ny.us](mailto:djacques@ci.cohoes.ny.us)

3/14/17

**COHOES INDUSTRIAL DEVELOPMENT AGENCY  
RESOLUTION TO ENTER INTO A CONTRACT FOR  
ENVIRONMENTAL SERVICES**

**WHEREAS**, a request for a proposal for Phase I Environmental Services was issued by the Cohoes Industrial Development Agency (“CIDA”); and

**WHEREAS**, in response thereto, C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. (hereinafter “CT Male”) submitted a proposal with estimates to render the requested services; and

**WHEREAS**, the CIDA, through its Chairman and Executive Director, has accepted the Proposal of CT Male to provide the aforesaid services; and

**WHEREAS**, in furtherance thereof, the parties executed a fully-integrated agreement with respect thereto, attached to this Resolution as Appendix “A”, which is subject to Board approval in accordance with the CIDA by-laws;

**NOW, THEREFORE, BE IT RESOLVED** by the CIDA Corporation that:

1. The Agreement for Phase I Environmental Services is hereby approved; and
2. This Resolution shall take effect immediately.

ADOPTED by the Board and SIGNED by the Chair this 21st day of March 2017.

\_\_\_\_\_  
Chair

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
Secretary

## C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110  
518.786.7400 FAX 518.786.7299 www.ctmale.com



March 15, 2017

Ms. Debbie Jacques, Executive Assistant  
Office of Economic & Community Development  
City of Cohoes  
97 Mohawk Street  
Cohoes, New York 12047

VIA EMAIL

*Re: Proposal  
Phase II Environmental Site Assessment (ESA)  
Southern Portion of the Juncta Historic Site*

Dear Ms. Jacques:

As requested C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. (C.T. Male) is pleased to provide this proposal for performing a Phase II Environmental Site Assessment (ESA) for the above listed site which is located in the City of Cohoes, Albany County, New York.

The scope of services has been developed on the basis of the Phase I ESA prepared for the site by C.T. Male dated March 1, 2017. The Phase I ESA report noted the following Recognized Environmental Conditions (RECs) for the site.

- The historical industrial use of the site including as a machine shop and power house;
- The unknown source of fill used on site, in particular within two branches of a canal which formerly traversed the eastern and western portions of the site; and
- Soil and groundwater contamination identified on the adjoining property to the north.

Based on the findings of the Phase I ESA, the following tasks are proposed for the site:

### **Soil Borings**

It is proposed to assess the subsurface conditions (i.e. soil and groundwater) through the advancement of borings utilizing Geoprobe direct push drilling techniques. If possible, the borings will be advanced to depths of approximately 5 feet below the elevation of the water table, which is anticipated to be approximately 20 feet below grade. Soil samples will be collected continuously with the Geoprobe to termination depths of the borings. The recovered soil samples will be visually classified by a geologist/scientist in general conformance with the Unified Soil Classification System, and subjectively assessed for contamination on the basis of organoleptic perception and with a Photoionization Detector (PID). One soil sample is proposed to be collected from each boring to be submitted for laboratory analysis. The selection of the soil samples will be based on the results of the subjective soil screening results. Soil samples will be



## C.T. MALE ASSOCIATES

*Proposal*

*Page - 2*

analyzed for volatile organic compounds (VOCs) by EPA Method 8260, the CP-51 list of semi-volatile organic compounds (SVOCs) by EPA Method 8270 and the 8 RCRA metals.

If groundwater is encountered within 20 feet of grade, groundwater samples will also be collected from each of the borings utilizing a screen point sampler. The groundwater samples will be analyzed for VOCs by EPA Method 8260, the CP-51 list of SVOCs by EPA Method 8270 and the 8 RCRA metals.

Up to six borings will be completed at the site as time allows (assuming one day of drilling). The locations of the borings will be determined on the basis of non-intrusive site evaluations and accessibility constraints. The soil borings are proposed for the following locations:

- GP-7 and GP-8 are proposed to the east side and north of the existing foundation which appears to be the former approximate locations of the machine shop and power house.
- GP-9 is proposed on the southeastern portion of the site in a location inferred to have been formerly occupied by the canal.
- GP-10 is proposed for the north-central portion of the site.
- GP-11 and GP-12 are proposed for the western portion of the site in the area formerly occupied by a branch of the canal.

It is noted that during a previous investigation on the parcel adjoining the site to the north, one of the soil borings (GP-2) was advanced on the northeastern portion of the site within the former Champlain Lock 2. As such, an additional boring is not proposed for the northeastern portion of the site.

The proposed boring locations are depicted on the attached site map. The locations of the borings may be modified on the basis of non-intrusive site evaluations and accessibility constraints.

### **Report**

Following the completion of the field work and receipt of the laboratory reports for the media samples collected, a report will be prepared and submitted for the site. The Limited Phase II ESA report will outline the method of investigation, summarize the field data collected, provide summary tables for analytical results and hard copies of analytical reports, append test boring logs, maps and our findings, conclusions and recommendations.

If evidence of petroleum contamination is identified at the site during this assessment, notification must be made to the NYSDEC spill hotline within two hours of identification.

C.T. MALE ASSOCIATES

Proposal  
Page - 3

**Project Schedule**

The work can be initiated within one week following your authorization to proceed, dependent upon the Geoprobe subcontractors' availability. Accounting for a normal 10 business day turnaround time by the laboratory, the final report would be available in approximately five weeks following project initiation.

**Fee**

**Subsurface Investigation**

Geoprobe and Operator:	Est. 1 day @ \$1,700.00/day	\$1,700.00
Mobilization:	Lump Sum	\$ 200.00
Screen Point Sampler:	6 @ \$30.00/ea.	<u>\$ 180.00</u>
	<b>Subtotal</b>	<b>\$2,080.00</b>

**Analytical Services (Normal turnaround time)**

Soil/Water by EPA 8260/8270 (CP-51)/8 RCRA Metals		
Est. 12 samples @ \$225.00/ea.		<u>\$2,700.00</u>
	<b>Subtotal</b>	<b>\$2,700.00</b>

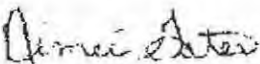
**Consulting Services**

Field tasks including drilling observation, soil screening, soil and groundwater sample collection, and project management:		\$1,300.00
Supplies and Equipment:		\$ 200.00
Expenses: (mileage, tolls, etc.)		\$ 100.00
Reporting:		\$2,400.00
Expenses: (printing, postage, fax)		<u>\$ 200.00</u>
	<b>Subtotal</b>	<b>\$4,200.00</b>

**Total Estimated Fee: \$8,980.00**

We have appreciated the opportunity to work with you on this project. If this proposal is acceptable, please sign and return the attached change order.

Sincerely,  
C.T. MALE ASSOCIATES



Aimee Gates  
Sr. Environmental Scientist

Reviewed and approved by:



Kirk Moline  
Project Manager

**C.T. MALE ASSOCIATES**

Engineering, Surveying, Architecture &  
Landscape Architecture, D.P.C.

50 Century Hill Drive  
Latham, NY 12110-0727  
Tel. 518.786.7400  
FAX 518.786.7299



**TECHNICAL SERVICES  
CHANGE ORDER**

NUMBER: **01**

DATE OF ISSUE: March 15, 2017

PROJECT NAME: Juncta Historic Site Cohoes

PROJECT NO. 16.6648

CLIENT'S NAME: COHOES INDUSTRIAL DEVELOPMENT AGENCY

CLIENT'S ADDRESS: 97 Mohawk Street  
Cohoes, New York 12047

CLIENT CONTACT: Mr. Ralph Signoracci, IV, Chairman

This Change Order incorporates changes and/or additions to the original Scope of Services for Contract Agreement dated January 10, 2017. All Provisions of Agreement in the original signed Contract Agreement apply to this Change Order, unless otherwise specified herein.

**A. DESCRIPTION OF CHANGE:**

Item	Fee
Phase I Environmental Site Assessment for the Southern Portion of the Juncta Historic Site.	\$1,800.00 Lump Sum
Phase II Environmental Site Assessment for the Southern Portion of the Juncta Historic Site	\$8,980.00 Estimated

**B. CHANGE IN CONTRACT PRICE:**

Original Contract Price .....\$8,980.00  
 Contract Price after previous Change Orders .....\$8,980.00  
 Net Change in Contract Price due to this Change Order (Estimated Fee).....\$10,780.00  
 New Contract Price including this Change Order .....\$19,760.00

APPROVED AND ACCEPTED BY:

**COHOES INDUSTRIAL DEVELOPMENT AGENCY**

**C.T. MALE ASSOCIATES**

Engineering, Surveying, Architecture  
& Landscape Architecture, D.P.C.

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

By: 

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

Date: 3/15/2017

Name: Mr. Ralph Signoracci, IV

Name: Kirk Moline

Title: Chairman

Title: Project Manager



**RESOLUTION APPROVING THE AMENDMENT OF THE PROCUREMENT POLICY  
OF THE COHOES INDUSTRIAL DEVELOPMENT AGENCY, INC.**

**WHEREAS**, the New York State Public Authorities Law and Article 18-A of the General Municipal Law require the Board of the Cohoes Industrial Development Agency, Inc. ("CIDA") to adopt a procurement policy; and

**WHEREAS**, the CIDA Staff and the CIDA Board of Directors have determined it necessary to adopt a Procurement Policy; and

**WHEREAS**, a Procurement Policy was drafted, reviewed and approved by the Board of the CIDA, in consultation with counsel; and

**WHEREAS**, the CIDA wishes to amend its procurement policy to give staff the discretion to procure and enter into contracts valued at \$15,000 or less without Board approval; and

**WHEREAS**, the proposed Amended Procurement Policy was drafted in consultation with counsel, and forwarded to the Board for review; and

**WHEREAS**, the Board has received the proposed Amended Procurement Policy, has had the opportunity to review it, and said Amended Procurement Policy is attached to this Resolution as Appendix "A".

**NOW, THEREFORE, BE IT RESOLVED**, by the CIDA that:

1. The proposed Amended Procurement Policy as attached to this Resolution as Appendix "A" is hereby adopted.
2. This Resolution shall be effective immediately upon passage.

**ADOPTED** by the Board and **SIGNED** by the Chair on the 21st day of March 2017.

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Chair

**ATTEST/AUTHENTICATION:**

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Secretary

**CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY  
PROCUREMENT POLICY**

- I. **PURPOSE.** The purpose of this procurement policy (the “Policy”) is to set forth the guidelines for the Cohoes Industrial Development Agency’s (the “Agency”) use, awarding, monitoring and procurement of contracts for the purchase of goods and services paid for by the Agency for its own use and benefit, pursuant to Section 858-a(2) of Title One of Article 18-A of the General Municipal Law (the “Act”) and Section 2879 of the New York Public Authorities Law.
- II. **PROCUREMENT OF GOODS AND SERVICES.** All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that unfair preference will be avoided, except in the following circumstances: purchases costing less than \$500; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law; goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to Section 504 of this policy.
- III. **AMOUNT OF PURCHASE.**
- A. General. The following method of purchase will be used:

<u>Estimated Amount of Purchase Contract</u>	<u>Method</u>
\$500-\$2,999	3 verbal quotations
\$3,000 and above	3 written/fax quotations or written request for proposals
\$15,000 and above	Written Request for Proposals
<u>Estimated Public Works Contract</u>	<u>Method</u>
\$500-\$2,999	2 verbal quotations
\$3,000-\$4,999	2 written/fax quotations
\$5,000 and above	Fax quotations/Written request for proposals

- B. Number of Proposals or Quotations. A good faith effort shall be made to obtain the required number of proposals or quotations. If the Agency is unable to obtain the required number of proposals or quotations, the Agency will document the attempt made at obtaining the proposals. So long as a good faith attempt is made to obtain proposals, the failure to obtain the proposals will not be a bar to the procurement.
- C. Agency Executive Staff and/or the Chairman, after obtaining all information necessary pursuant to subsection A of this Article, shall have the authority to procure and enter into contracts valued at \$15,000 or less without Board Approval.

#### IV. PROCUREMENT PROCESS

A. Awards.

Contracts will be awarded to the lowest responsible bidder who meets the specifications.

B. Documentation.

(1) Documentation is required of each action taken in connection with each procurement.

(2) Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible.

(3) For those items not subject to competitive bidding such as professional services, emergencies, or procurements from sole sources, or for other reasons permitted by law, documentation should include a memo to the file detailing why the procurement is not subject to competitive bidding and include, if applicable:

- i. a description of the facts giving rise to the emergency and that it meets statutory requirements;
- ii. a description of the professional services;
- iii. opinions of counsel, if any;
- iv. a description of the sole source items and how such determination was made.

(4) When an award is made to other than the lowest quote/proposal, the reasons for doing so shall be set forth in writing and maintained in the procurement file.

(5) Whenever the specified number of quotation cannot or will not be secured, the

reasons for this shall be indicated in writing and maintained in the procurement file.

V. CIRCUMSTANCES WHERE SOLICITATION OF ALTERNATIVE PROPOSALS AND QUOTATIONS NOT IN BEST INTEREST.

Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the members of the Agency, the solicitation of alternative proposals or quotations will not be in the best interest of the Agency. In the following circumstances, it may not be in the best interests of the Agency to solicit quotations or document the basis for not accepting the lowest bid:

(A) Professional Services. Professional services or services requiring special or technical skill, training or expertise. The individual, company or firm must be chosen based on accountability, reliability, responsibility, skill, conflict of interests, reputation, education and training, judgement, integrity, continuity of service and moral worth. Furthermore, certain professional services to be provided to the Agency, e.g., legal and accounting services, impact liability issues of the Agency and its members, including securities liability in circumstances where the Agency is issuing bonds. These qualifications and the concerns of the Agency regarding its liability and the liability of its members are not necessarily found or addressed in the individual, company or firm that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category, the Agency shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and Agency members. Professional or technical services shall include but not be limited to the following: services of an attorney (including bond counsel); technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; real estate brokerage services; appraisers; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

(B) Emergency Purchases. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the public. This section does not preclude alternate proposals if time permits.



(C) Purchases of Secondhand Goods. Purchases of surplus and second-hand goods from any source. It is difficult to try to compare prices of used goods and a lower price may indicate an older product.

(D) Goods or Services Under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on unfair preference.

(E) Special Findings. In the event the Agency determines that the solicitation of alternative proposals or quotations is not in the best interests of the Agency, the Agency must make such determination by resolution duly adopted and entered into the minutes of the Agency. Such resolution should include any findings described in this Section 504 supporting such determination.

## VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN.

(A) All Agency documents soliciting bids or proposals for Agency contracts shall contain or make reference to the following provisions:

1. The Agency will not discriminate against employees or applicants for employment because of race, color, religion, sex, national origin, sexual orientation, gender, age, disability, or marital or domestic partner status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Section, affirmative action shall mean recruitment, employment, job assignment promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation; and
2. The Agency shall state, in all solicitations or advertisements for employees, that, in the performance of the Agency contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, color, religion, sex, national origin, sexual orientation, gender, age, disability, or marital or domestic partner status.

(B) Any contract awarded by the Agency will include the provisions of Section (A) hereof in any subcontract, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the Agency contract.

(C) The provisions of this policy shall not be binding upon contractors or subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate or distinct from the Agency contract as expressed by its terms.

(D) In the implementation of this policy, the Agency shall consider compliance

by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this Section. The Agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such law and if such duplication or conflict exists, the Agency shall waive the applicability of this Section 505 to the extent of such duplication or conflict.

(E) The Agency shall ensure that “certified businesses” (as defined in Section 310 of the Executive Law of the State of New York) shall be given the opportunity for meaningful participation in the performance of Agency contracts and to identify those Agency contracts for which certified businesses may best bid to actively and affirmatively promote and assist their participation in the performance of Agency contracts so as to facilitate the award of a fair share of Agency contracts to such businesses.

V. POLICY REVIEW. This policy will be reviewed annually.

**PUBLIC HEARING RESOLUTION  
CK2 PROPERTIES LLC PROJECT**

A regular meeting of City of Cohoes Industrial Development Agency (the “Agency”) was convened in public session in the City Hall of Cohoes in the second floor Common Council Chambers located at 97 Mohawk Street in the City of Cohoes, Albany County, New York on March 21, 2017 at 8:15 o’clock a.m., local time.

The meeting was called to order by the (Vice) Chairman of the Agency and, upon roll being called, the following members of the Agency were:

**PRESENT:**

Ralph Signoracci, IV	Chairman
Michael Jacobson	Vice Chairman/Secretary
Marie Stark	Treasurer
Rod Dion	Member
Dr. Jennifer Spring	Member

**ABSENT:**

**AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:**

Hon. Shawn M. Morse	CEO
Michael Durocher	CFO
Debbie Jacques	Executive Assistant
Catherine Hedgeman, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Agency Special Counsel

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

Resolution No. 0317-

**RESOLUTION AUTHORIZING THE CHAIRMAN OF CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY TO HOLD A PUBLIC HEARING REGARDING A PROPOSED PROJECT TO BE UNDERTAKEN FOR THE BENEFIT OF CK2 PROPERTIES LLC.**

WHEREAS, City of Cohoes Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18 A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 313 of the 1972 Laws of New York, as amended, constituting Section 896-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity

and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, CK2 Properties, LLC, a limited liability company (the “Company”), has submitted an application (the “Application”) to the Agency, a copy of which Application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of an interest in an approximately .36 acres parcel of land located at 24 Amity Street in the City of Cohoes, Albany County, New York (the “Land”), together with the existing approximately 14,000 square foot building (the “Facility”) located thereon, (2) the reconstruction and renovation of the Facility and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property, including without limitation, tenant improvement and finish (collectively, the “Equipment”) (the Land, the Facility, and the Equipment being collectively referred to as the “Project Facility”), all of the foregoing to constitute a commercial/residential facility to contain approximately 14 residential apartments and approximately 8,000 square feet of rentable retail space to be leased by the Company to various commercial and residential tenants and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Section 859-a of the Act, prior to the Agency providing any “financial assistance” (as defined in the Act) of more than \$100,000 to any project, the Agency, among other things, must hold a public hearing pursuant to Section 859-a of the Act with respect to said project; and

WHEREAS, the Agency desires to provide for compliance with the provisions of Section 859-a of the Act with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby authorizes the Chairman of the Agency, after consultation with the members of the Agency and Agency Special Counsel, (A) to establish the time, date and place for a public hearing of the Agency to hear all persons interested in the Project (the “Public Hearing”); (B) to cause the Public Hearing to be held in the City of Cohoes, New York, where the Project Facility is or is to be located, and to cause notice of such Public Hearing to be given to the public by publishing a notice or notices of such Public Hearing in a newspaper of general circulation available to the residents of the governmental units where the Project Facility is or is to be located, such notice or notices to comply with the requirements of Section 859-a of the Act; (C) to cause notice of the Public Hearing to be given to the chief executive officer of the county and of each city, town, village and school district in which the Project Facility is or is to be located to comply with the requirements of Section 859-a of the Act; (D) to conduct such Public Hearing; (E) to cause a report of the Public Hearing fairly summarizing the views presented at such Public Hearing (the “Report”) to be prepared; and (F) to cause a copy of the Report to be made available to the members of the Agency.

Section 2. The Chairman, Vice Chairman and/or Chief Executive Officer of the Agency is hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 3. All action taken by the Chairman of the Agency in connection with the Public Hearing with respect to the Project prior to the date of this Resolution is hereby ratified and confirmed.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Ralph Signoracci, IV	VOTING	_____
Michael Jacobson	VOTING	_____
Marie Stark	VOTING	_____
Rod Dion	VOTING	_____
Dr. Jennifer Spring	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK            )  
  ) SS.:  
COUNTY OF ALBANY         )

I, the undersigned (Assistant) Secretary of City of Cohoes Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on March 21, 2017 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 21<sup>st</sup> day of March, 2017.

\_\_\_\_\_  
(Assistant) Secretary

(SEAL)