

**MINUTES OF THE MEETING OF THE INDUSTRIAL DEVELOPMENT
AGENCY, HELD IN THE OFFICE OF THE TREASURER ON NOVEMBER 18,
2015 AT 7:30AM**

MEMBERS PRESENT: Katie Mayo
Peter Frangie
Steven Schifley
Dr. David Mitola

ABSENT: Adam Hotaling

ALSO PRESENT:

Vice Chair Frangie called the meeting to order at 7:31.

MINUTES

The minutes of the September 23, 2015 meeting were presented to the Board. Steve Schifley made a motion to approve the minutes. Peter Frangie seconded the motion.

Katie Mayo	AYE
Peter Frangie	AYE
Steve Schifley	AYE
David Mitola	AYE

CANAL CORP LAND

Mr. Tremblay told the Board that he requested quotes from four firms to do an Environmental Phase I examination of the Junta site. We received quotes from three of the firms. Quotes were received from Barton & Loguidice, Arcadis and Bergmann Associates. The City has used all of the firms in the past and all of their work was acceptable.

Connie Cahill advised the Board that we should have a Phase I Environmental report before we purchase the property. The low bid was from Barton & Loguidice at \$3,500. Based on the low bid Peter Frangie made a motion to approve and Dave Mitola seconded the motion.

Katie Mayo	AYE
Peter Frangie	AYE
Steve Schifley	AYE
David Mitola	AYE

MOTION TO ADJOURN

Peter Frangie made a motion to adjourn the meeting. Katie Mayo seconded the motion. The meeting adjourned at 7:40 AM.

October 22, 2015

Ed Tremblay
Director – Community & Economic Development
City of Cohoes
97 Mohawk Street
Cohoes, New York 12047

Re: Phase I Environmental Site Assessment
Juncta Historic Site
Cohoes, New York

File: 708.3501

Dear Mr. Tremblay:

As requested, Barton & Loguidice, D.P.C., (B&L) has prepared this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the Juncta Historic site which is located just north of the intersection of Saratoga Street (NYS Route 32) and South Street and south of downtown Cohoes. We understand that the Cohoes Industrial Development Agency (IDA) is interested in buying this approximately 2 acre parcel from the NYS Canal Corporation for future development purposes.

Scope of Services

B&L will conduct a Phase I Environmental Site Assessment (ESA) of the subject property in general accordance with the American Society For Testing and Materials (ASTM) *“Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”* (ASTM Designation: E 1527-13), to identify conditions related to the presence, use, or potential release of hazardous substances or petroleum products at the site, or the presence of other conditions of environmental concern at the site. As stated in EPA’s 40 CFR Part 312 “Standards and Practices for All Appropriate Inquiries” which was amended December 30, 2013, the ASTM E 1527-13 standard is consistent and compliant with the statutory criteria for all appropriate inquiries and constitutes one of the requirements necessary for CERCLA liability protection.

The four major components of the ESA/AAI investigation are described below.

1. **Records Review.** Practically reviewable Federal, State, and local environmental records and related site-specific records will be reviewed for information on environmental compliance and environmental violations. The records to be reviewed include State and Federal lists of hazardous waste treatment, storage, and disposal facilities; aboveground and underground storage tanks; hazardous waste, chemical, and petroleum spills; and local environmental records to be obtained through the Freedom of Information Law (FOIL) as outlined in ASTM E 1527-13. B&L researches records through database information obtained from Environmental Data Resources, Inc. (EDR) and through environmental databases maintained at our offices. The database review provides a current and comprehensive search of sites that have been identified by Federal and State regulatory agencies as sites of potential environmental risk.



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City of Cohoes
October 22, 2015
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The physical setting of the site and adjacent properties will be established through a review of topographic maps and aerial photographs. Past uses of the site and adjoining properties will be identified through a review of fire insurance maps, street atlas maps, aerial photographs, street directories, property tax records, abstract of title, and other available sources. If an Abstract of Title is available and provided by you, B&L will review the abstract of title for the site for environmental liens or deeded activity use limitations; however, a more thorough search is recommended by a title professional. A title search by a professional title firm is not included in this proposal. Environmental liens that may be identified from other sources (FOIL, etc.) will be described in the summary report.

2. **Site Reconnaissance.** Site reconnaissance will be conducted to observe the designated parcel for potential environmental concerns and for visual indications that may suggest hazardous substances or petroleum products have been released into the ground, groundwater, or surface water. The entire property, peripheries of the property, and structures on the property will be examined during site reconnaissance. It is assumed that B&L will be provided with full access to the site to conduct the reconnaissance, and that property survey maps, legal descriptions of the properties, and site/building plans (if available) will be provided for our use.
3. **Interviews.** We will conduct personal and/or telephone interviews with current and former property owners, operators, lessees, occupants, and other individuals familiar with each site to obtain information pertaining to environmental issues and to request available documentation needed to complete the ESA/AAI. We will also conduct interviews with various state and local agencies as necessary to further identify issues of potential environmental concern at the site.
4. **Report.** B&L will prepare a report that details the findings and the conclusions of the ESA/AAI for the subject property. The report will include all necessary documentation supporting the findings and conclusions of the ESA/AAI, and will include photographs taken during the site reconnaissance. B&L will provide you with recommendations concerning the identified recognized environmental conditions at the site from the ESA/AAI. The credentials of key personnel involved in conducting the ESA/AAI will also be included in the report. B&L will furnish an electronic PDF version of the document. Hard copies will be provided at the client's request for an additional fee.

Fee Summary

B&L will conduct the Phase I ESA/AAI investigation, as described herein, for a lump sum fee of **\$3,500**. If any additional information is required or tasks performed beyond the scope of the ASTM and EPA All-Appropriate Inquiry guidelines, those items will be quoted separately and will be in addition to the estimated not to exceed fee indicated above. Please note that if any third-party reliance letters and/or additional copies of the report are requested, fees for such additional services will be in addition to the estimated not to exceed fee indicated above.



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Schedule

B&L is available to commence work on this project upon receiving authorization to proceed and estimates completion within 4-6 weeks of authorization. Due to the turnaround time, we cannot ensure receipt of all requested information from outside agencies for the Phase I ESA/AAI (i.e., FOIL responses). The reports will note any missing information and pertinent information received subsequent to the final reports will be forwarded at that time.

If this proposal meets with your approval, please countersign below and return one copy for our records. If you have any questions, please contact Mr. Stephen Le Fevre, P.G. at (518) 218-1801. We appreciate the opportunity to be of service to you.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Scott D. Nostrand, P.E.
Senior Vice President

Stephen B. Le Fevre, P.G., C.P.G.
Senior Managing Hydrogeologist

SDN/SBL/akg
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the City of Cohoes (“Owner”) to proceed with the services described herein in accordance with the attached Terms and Conditions

Ed Tremblay
City of Cohoes

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Ed Tremblay
Director - Community & Economic Development
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

Subject:

Phase I Environmental Site Assessment Proposal
NYSCC Parcel "1825"
City of Cohoes, New York

Dear Mr. Rogers:

ARCADIS of New York, Inc. (ARCADIS) is pleased to provide the City of Cohoes (City) with this proposal to conduct a Phase I Environmental Site Assessment (ESA) for the New York State Canal Corporation (NYSCC) Parcel "1825" in accordance with ASTM E 1527-13.¹ This proposal presents our scope of work, cost, and schedule for conducting this work.

PROJECT UNDERSTANDING

The City wishes to engage an environmental consultant to conduct an ESA of NYSCC Parcel "1825", which is located between Saratoga Street and State Route 787 in the City of Cohoes. The purpose of the Phase I ESA is to identify potential recognized environmental conditions of the property before a potential acquisition.

¹ The purpose of a Phase I Environmental Site Assessment is to identify recognized environmental conditions. Recognized environmental conditions means the presence or likely presence of any hazardous substances or petroleum substances on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substance or petroleum products into structures on the property or into the ground, ground water, or surface water of the property.

Imagine the result

ARCADIS of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518.250.7300
Fax 518.250.7301
www.arcadis-us.com

Environment

Date:
November 9, 2015

Contact:
Andrew Vitolins

Phone:
518.250.7359

Email:
Andy.Vitolins@arcadis.com

PROJECT SCOPE

ARCADIS will conduct environmental due diligence activities in accordance with ASTM E 1527-13 the most recent standard for a Phase I ESA. A qualified ARCADIS staff member, experienced in the performance of the ESA tasks, will conduct a site visit, and document existing site conditions. To conduct this work, we understand that access to the site will be provided and that a site contact(s) will be identified. We also understand that a Title Search and an Environmental Lien search would not be required.

The Phase I ESA will include:

A review of federal, state, local, and tribal environmental databases; review of existing environmental reports; review of historical sources (e.g. aerial photographs or Sanborn maps); review of hydrogeologic sources (as available); interview(s) with site personnel (if available) and local/state regulatory agencies as appropriate; and other specialized knowledge provided by the City.

A site visit will include observations and documentation of existing site conditions on the property. The results of our observations will be included in our Phase I ESA report, including a photographic log.

PROJECT SCHEDULE

ARCADIS will conduct the site visit and prepare the draft Phase I ESA within approximately three weeks of your authorization to proceed.

PROJECT COST

ARCADIS proposes to complete the scope of work for a lump sum cost of \$4,400.

We appreciate the opportunity to provide you with this proposal.

Please do not hesitate to call me at 518.250.7359 if you have any questions or need additional information.

Sincerely,

ARCADIS of New York, Inc.

A handwritten signature in blue ink, appearing to read 'AV', with a long horizontal line extending to the right.

Andrew R. Vitolins, PG
Associate Vice President

November 13, 2015

Mr. Ed Tremblay, Director
97 Mohawk Street
Cohoes, NY 12047

**Re: Proposal for ASTM-Format Phase I Environmental Site Assessment
3 Acre Parcel of Land
State Route 787/Cohoes Boulevard
Cohoes, New York 12047**

Dear Mr. Tremblay:

Site Description

The subject property for this proposed Phase I Environmental Site Assessment (ESA) consists of a mostly vacant lot situated on a parcel approximately 3 acres in size which contains an original Clinton's Ditch-era lock adjacent to the State Route 787 corridor. The Subject property is located in Cohoes, Albany County, New York.

Scope of Work

Conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E-1527-13, published November 2013, and in accordance with the U.S. EPA All Appropriate Inquiry (AAI).

The Phase I ESA is intended to identify Recognized Environmental Conditions (RECs) as potential for on-site contamination within the scope of the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and to satisfy requirements to qualify for the innocent land-owner defense of CERCLA liability by taking all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice. An evaluation of business environmental risk associated with a parcel will also be addressed.

In accordance with Federal AAI and the current ASTM standard, the scope of the Phase I ESA will consist of:

1. Reviewing readily available public environmental information, including:
 - Maps and photographs obtained from local agencies or from a national database service.
 - Environmental records maintained by Federal, State, and Local agencies.
 - Records of site operations and any available environmental studies or impact statements.

This information will be used to determine the environmental setting of the site and immediate surroundings as well as establish the site-specific history. A review of readily available aerial photographs will be conducted at local government agencies, including the County Soil, Water and Conservation Office. Additional aerial photographs and historic Sanborn Fire Insurance maps will be requested through our environmental database search. Local Fire Department records (if available) will be reviewed to obtain information on any potential storage tank use at the property.

2. Conducting a site reconnaissance of the property. The site reconnaissance will include a walk-over of the property to observe conditions of on-site structures (if present) and the ground surface at the time of the assessment. Representative photographs of the subject property and environmental concerns will be taken and included in the report.



3. Submitting written Freedom of Information Law (FOIL) request applications to Federal, State and/or Local agencies. Bergmann may also contact government agencies via telephone to obtain available information for this ESA.

Written FOIA applications will be submitted to appropriate government agencies, including:

- U.S. EPA Region II
 - NYSDEC Region 4 Office
 - NYS Department of Health
 - Albany County
 - City of Cohoes
4. Conducting environmental interviews with persons that are available and knowledgeable of the subject property or current owners of the property. Additional interviews with local governmental officials may be conducted at the discretion of Bergmann Associates personnel conducting the Phase I ESA.
 5. Evaluation of information and preparation of a Phase I ESA report that meets requirements using the recommended Table of Contents and associated format of the ASTM E 1527-13 procedure. The report will also include applicable environmental records provided by the site owner or client representative.

Exceptions

The following items will not be included in the Phase I ESA:

- Testing for indoor air quality or Radon.
- Sampling or testing for any suspect hazardous materials, soil or groundwater.
- Cultural, historic and archeological resources impact study.
- Structural integrity of the former industrial/manufacturing building.
- Compliance audit.
- Presence or impact to threatened, endangered and other protected species or evaluation of established wildlife sanctuaries and other natural resources preserves or evaluation as to adverse biological agents will not be performed.
- Formal wetland delineation will not be performed; however, a review of State and Federal wetland mapping will be completed.
- Confirmation of floodplains will not be performed; however, a review of readily available flood plain mapping will be provided.
- A legal property description will not be performed, property survey and zoning determination.
- Search summary for recorded environmental cleanup liens and title will not be performed.



our people and our passion in every project

Assumptions

1. Access to all buildings and structures (if present), including the roofs, will be provided and each will be safe to enter with adequate lighting.
2. The site reconnaissance will be limited to the subject property and visual observations of the adjacent parcels.
3. A search for recorded environmental cleanup liens and a title search are not required at this time and will be performed by the owner or their legal support. Bergmann is able to perform these services for an additional cost.

Please note that deviations from these assumptions may impact the scope, budget, and/or schedule of the project. These issues can be addressed as part of a separate investigation, as required.

Schedule

Bergmann Associates anticipates initiating the Phase I ESA within one day from your written authorization to proceed. We do not anticipate responses to be received from our FOIA requests from all regulatory agencies until at least 6-8 weeks of issuance. We require 3 weeks from the date of our site visit to complete the Phase I ESA Report. If any received responses to our FOILs are received after the report has been issued and identify the potential for recognized environmental concerns (RECs) we will submit an addendum letter to the report noting such.

Fee

Bergmann Associates will complete the Scope of Work as described in this proposal for a lump sum fee of \$4,660.00 including all reimbursable expenses. This fee is based on the type and size of the site. We will invoice you at the completion of the project and request payment within 30 days of invoicing.

We appreciate this opportunity to provide you with professional environmental consulting services. If you have any questions regarding this proposal contact me by phone at (518) 862-0325, extension 346. If you are amenable to the scope and fee as described above, please sign and return this document as a notice to proceed. We look forward to working with you on this project.

Sincerely,

BERGMANN ASSOCIATES



Gary A. Flisnik, PMP®
Principal

Authorization

CLIENT ACCEPTANCE:	
<hr/>	<hr/>
<i>Name</i>	<i>Date</i>
<hr/>	<hr/>
<i>Signature</i>	<i>Client P.O. Number</i>

