

1. 7:00 P.M. Common Council Workshop

Common Council Workshop

Cohoes City Hall

Cohoes, New York 12047

AGENDA

September 12, 2023, 7:00 p.m.

WORKSHOP

Public comment

1. Discussion regarding an appointment to the Industrial Development Agency
2. Discussion regarding an agreement between the City of Cohoes and Cohoes Housing Authority for Section 8 Inspection Services

Documents:

[9.12.2023 WORKSHOP BACKUP MATERIAL.PDF](#)

Workshop

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**AGREEMENT BETWEEN CITY OF COHOES AND
COHOES HOUSING AUTHORITY
FOR SECTION 8 INSPECTION SERVICES**

THIS AGREEMENT made this ____ day of _____, 2023, by and between the CITY OF COHOES, an municipal corporation organized and existing under the laws of the State of New York, with a principal office at 97 Mohawk Street, Cohoes, New York 12047, hereinafter referred to as “City”, and COHOES HOUSING AUTHORITY, a public housing authority organized and existing under the laws of the State of New York with a principal office at 100 Manor Sites, Cohoes, New York 12047, hereinafter referred to as “Authority”.

WITNESSETH:

WHEREAS, the Authority is desirous of obtaining the services of a code enforcement officer to inspect properties enrolled in the Housing Choice Voucher/Section 8 Program (hereinafter “the program”) for housing codes violations pursuant to the program; and

WHEREAS, the City, through it Department of Building and Planning, is desirous of providing inspections to the Authority; and

WHEREAS, the Authority and the City recognize the potential benefits of the Code Enforcement Office assisting with the program; and

WHEREAS, it is in the best interests of the Authority, the City, and the citizens of the City of Cohoes to continue this relationship.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Cohoes Housing Authority and the City hereby agree as follows:

1. **TERM.** The term of this contract shall be January 1, 2024 through December 31, 2026.
2. **DUTIES.** The Code Enforcement Officer’s duties shall be those normally associated with the position of an inspector for the program.
3. **AMENDMENT OR TERMINATION.** This contract may be amended at any time during the term hereof by mutual written agreement of the parties. This contract may be terminated at any time by either party upon the giving of 30 days written notice to the other party. In the event this contract is terminated, payment will be made to the City for

all services performed to the date of termination. The Authority shall be entitled to a pro-rated refund for that period of time when Code Enforcement Officer's services are not provided because of such termination.

4. **PAYMENT.** The Authority shall pay to the City an annual fee of \$26,400.00 which shall be payable in monthly installments of \$2,200.00.
5. **NOTICES.** Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Cohoes Housing Authority 100 Manor Sites Cohoes, New York 12047	Mayor's Office City of Cohoes 97 Mohawk Street Cohoes, New York 12047
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6. **GOOD FAITH.** The Authority, the City, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Authority and City or their designees.
7. **MODIFICATION.** This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.
8. **NON-ASSIGNMENT.** Neither party may assign, transfer, sublet or otherwise dispose of this contract, or of its right, title or interest in this contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the other party. An assignment of this contract shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon the inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the contract.
9. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
10. **CITY LIABILITY.** The City agrees to indemnify and hold harmless the Authority, its agents and employees, against claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, and resulting from, the acts or omissions of the City.

11. **AUTHORITY LIABILITY.** The Authority agrees to indemnify and hold harmless the City, its agents and employees, against claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of, and resulting from, the acts or omissions of the Authority.
12. **ENTIRE CONTRACT AND INCORPORATION.** This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded, as executed by City and Authority, is incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers.

COHOES HOUSING AUTHORITY

Matthew Ethier, Executive Director

CITY OF COHOES

William T. Keeler, Mayor