

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

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PROPERTY ACCESS AGREEMENT

This Property Access Agreement (“Agreement”), made this ___ day of _____ 2023, by and between the **CITY OF COHOES** (hereinafter referred to as “Owner”), with an office at City Hall, 97 Mohawk Street, Cohoes, New York 12047 and **NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID** (“National Grid”), a New York corporation, with principal offices at 300 Erie Boulevard West, Syracuse, New York 13202. Owner and National Grid are collectively referred to as the “Parties” or each individually as a “Party.”

The Parties agree to the following terms and conditions:

A. APPROVED ACTIVITIES

National Grid may access properties owned by Owner, located within the City of Cohoes, New York, Tax Map ID# 10.68-2, Lots 3, 4, 5, 11 and locations shown on Figure 2 – Site Plan, prepared by Brown and Caldwell (including the end of 1st Street on Van Schaick Island), (collectively the “Property”), to implement an investigation and remediation program at the former Cohoes (Linden Street) MGP, Site No. V00468-4, pursuant to an Order on Consent and Administrative Settlement Index# CO-7-20180629-27 (the “Order”) dated July 13, 2018, administered by the New York State Department of Environmental Conservation (“DEC”). National Grid’s scope-of-work at the Property consists of various investigation activities including monitoring well assessments, sampling and abandonment/removal (collectively the “Approved Activities”).

B. RESTORATION

Upon completion of the Approved Activities, National Grid, at its sole cost and expense, shall repair any damage it may have caused to the Property, restore the Property to its Original Condition, and leave it in a clean, orderly condition as reasonably required by Owner. Original Condition shall be defined as the condition of the Property at the time of entry and commencement of Approved Activities under this Agreement.

C. TERM OF ACCESS

The Approved Activities on the Property are granted from the date first written above through and including August 31, 2028, or upon written notice by the DEC to cease the Approved Activities, whichever shall first occur. National Grid shall provide Owner with seven (7) days notice prior to commencing the Approved Activities.

D. HOLD HARMLESS and INSURANCE

National Grid shall indemnify and hold Owner harmless from any claims, liabilities, losses or damages incurred by Owner and arising out of National Grid’s negligence or intentional misuse of the Property during the term of this Agreement. Owner shall have the right to demand that National Grid undertake to defend any and all such claims arising out of National Grid’s negligence or intentional misuse of the Property to the extent such claims are asserted against Owner during the term of this Agreement.

Throughout the term of this Agreement, National Grid and/or its contractors shall maintain the following insurance policies: (i) a commercial general liability policy of not less than One Million (\$1,000,000) Dollars; (ii) commercial automobile insurance policy of not less than One Million (\$1,000,000) Dollars; (iii) an umbrella policy covering protection in an amount not less than Three Million (\$3,000,000) Dollars combined single limit coverage for injury, death and property damage arising out of any one occurrence, and (iv) workers compensation and employers liability insurance as required by law. Prior to commencement of the Approved Activities, certificates of insurance from National Grid and/or National Grid's contractors, that will perform activities on the Property pursuant to this Agreement, shall be furnished to Owner. Owner shall be named as additional insured on all insurance policies required under this Agreement. National Grid retains the right to self-insure its coverages, and, in such event, National Grid may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance certificates issued by insurance companies. Insurance as specified herein must be maintained at all times during the term of this Agreement.

E. COMMUNICATIONS

All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, by e-mail, by facsimile or by hand delivery.

Communications from National Grid to Owner shall be sent to:

City of Cohoes
97 Mohawk Street
Cohoes, New York 12047
Attn.: Garry F. Nathan, P.E., City Engineer
Telephone: (518) 233-2131
E-mail: gnathan@ci.cohoes.ny.us

Communications from Owner to National Grid shall be sent to:

Steven Stucker
Project Manager
National Grid
300 Erie Boulevard West
Syracuse, New York 13202
Telephone: (315) 428-5652
E-mail: steven.stucker@nationalgrid.com

and

Joseph S. Giordano
Program Manager
National Grid – Legal Dept.
175 East Old Country Road
Hicksville, NY 11801

Telephone: (516) 545-4790
E-mail: joseph.giordano@nationalgrid.com

F. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart for all purposes hereof, but all of which shall constitute one and the same instrument.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

CITY OF COHOES

By:

Title:

The person(s) signing this Agreement has represented to National Grid that he or she is the Owner or has the authority to act on behalf of the Owner, and National Grid is relying on this representation.

**NIAGARA MOHAWK POWER CORPORATION
D/B/A NATIONAL GRID**

By: Charles Willard

Title: Authorized Representative