

**CITY OF GLENS FALLS INDUSTRIAL DEVELOPMENT AGENCY
MEETING MINUTES**

The regular meeting of the City of Glens Falls Industrial Development Agency was held on Thursday, June 8, 2017 in the Mayor's Conference Room, 42 Ridge Street, Glens Falls, New York 12801.

Members Present: Judith Calogero; Mary Gooden; Todd Feigenbaum; Dan Hall; Lois Robinson; Roy Thomas

Members Absent: Mayor John Diamond

Also Present: Edward Bartholomew, CEO; Jackie Squadere, Economic Development; Attorney Kara Lais; Michael McCarthy, CFO; Maury Thompson, The Post Star

Judith Calogero opened the meeting and determined there was a quorum present.

Judith Calogero stated that the first item on the agenda is to approve the minutes from the June 8, 2017 regular meeting, as presented.

RESOLUTION NO. 32-2017:

On the motion of Lois Robinson, seconded by Mary Gooden and, all voting affirmatively, the May 11, 2017 regular meeting minutes were approved.

Ms. Calogero stated that the next item on the agenda is the Report of Committees. There were no reports.

Ms. Calogero stated that the next item on the agenda is the CEO Report. CEO Bartholomew stated that there will be more activity with the DRI now that announcements were made by the Lt. Governor. He noted that we are still waiting on policy guidance for the procurement guidelines, which are anticipated to be released within the next 3-4 weeks. He stated that later in today's meeting he will be asking for a resolution to authorize Upstate Appraisals to undertake certain appraisals throughout the City. The costs for said appraisals are not included in DRI. CEO Bartholomew next stated that part of the DRI recommendations were to pursue Brownfield Opportunity grants and he noted that this application has been completed and filed. He stated that also later in today's meeting he will be asking for a resolution to authorize Elan Design to assist in the NYS DOS Local Waterfront CFA application, for which the local share is 25%. He stated that he is in the process of talking to businesses about potential CFA applications. With respect to ongoing projects, CEO Bartholomew noted that the Agency is completing the review of the revised application for 70 Warren Street LLC. He stated that additional information is needed in order to make a decision and that, to date, two supplemental packages have been

provided and that the Agency needs to determine the viability of the project and the availability of a tenant. He noted that the Agency also needs to tighten up the timeline. He explained that he may need to call a special meeting to move this project along.

Ms. Calogero noted that many of the residential units at 14 Hudson Street are occupied and CEO Bartholomew commented that the developer is working on the commercial/retail space and is pleased with the rental of the apartments.

CEO Bartholomew noted that Elizabeth Miller's project is moving along with an anticipated completion date in October.

The next item on the agenda is the consideration of the payment of bills. The following bills were presented at the meeting for payment:

- i. EDC - \$1,875.00 (1st Quarter Payment)
- ii. FitzGerald Morris Baker Firth PC - \$864.00
- iii. GoldStar at Ridge Hall- \$150.00 (DRI Event)
- iv. McCarthy & Conlon - \$400.00
- v. Musick Designs - \$100.00

RESOLUTION NO. 33-2017:

On the motion of Lois Robinson, seconded by Mary Gooden and, all voting affirmatively, the payment of the above bills were approved.

Ms. Calogero indicated that the next item on the agenda is the monthly financial statement. It was noted that the financial statement did not include any items that were out of the ordinary.

RESOLUTION NO. 34-2017:

On the motion of Lois Robinson, seconded by Roy Thomas and, all voting affirmatively, the monthly financial statement was approved.

The next item on the agenda was Old Business. There was no Old Business to discuss.

The next item on the agenda was New Business.

RESOLUTION NO. 35-2017:

On the motion of Mary Gooden, seconded by Lois Robinson and, all voting affirmatively, the Resolution to retain Elan Planning Design Landscape Architecture PLLC to assist in the NYS DOS Local Waterfront CFA Application in accordance with the proposal dated June 1, 2017, as

attached to these minutes and incorporated herein by reference, at a total cost not to exceed \$3,500.00 to be shared by the Agency and the Greater Glens Falls LDC and to further authorize CEO Bartholomew to execute any necessary documentation to effectuate this resolution was approved.

RESOLUTION NO. 36-2017:

On the motion of Lois Robison, seconded by Mary Gooden and, all voting affirmatively, the Resolution to retain Artikulere, LLC to assist with the preparation of applications in accordance with the terms of a Consulting Agreement dated June 6, 2017, as attached to these minutes and incorporated herein by reference, at a fee of \$85.00 per hour to be shared by the Agency and the Greater Glens Falls LDC and to further authorize CEO Bartholomew to execute any necessary documentation to effectuate this resolution was approved.

RESOLUTION NO. 37-2017:

On the motion of Lois Robison, seconded by Mary Gooden and, all voting affirmatively, the Resolution to retain Upstate Appraisal Services, Inc. to undertake certain property appraisals, including, but not limited to Tech Meadows properties, 36 Elm Street and 45 South Street, in accordance with the terms of the RFP Response dated April 26, 2017, as attached to these minutes and incorporated herein by reference and to further authorize CEO Bartholomew to execute any necessary documentation to effectuate this resolution was approved.

Ms. Calogero stated that the next meeting of the Industrial Development Agency will be held on July 13, 2017 at 7:30 am at 42 Ridge Street, Mayor's Conference Room, Glens Falls, New York.

There being no further business. Ms. Calogero called for a motion to adjourn the meeting.

RESOLUTION NO. 38-2017:

On the motion of Lois Robinson seconded by Roy Thomas, all voting affirmatively, the City of Glens Falls Industrial Development Agency hereby adjourns the June 8, 2017 regular meeting.

UPSTATE APPRAISAL SERVICES, INC.

1A VOSBURGH RD.
MECHANICVILLE, NY 12118

PHONE: (518) 383-7800
EMAIL: neil@upstateappraisal.net

April 26, 2017

Mr. Ed Bartholomew
President & CEO
EDC Warren County
333 Glen Street Travelers Building
First Floor, Suite 102
Glens Falls, NY 12801

**RE: RFP for Commercial
Appraisal Services**

Dear Mr. Bartholomew,

Thank you for including Upstate Appraisal Services in your recent R.F.P. As you know, we have worked with the issuing agencies at various times over the years, and hope to again at this time. Relative to the various parcels or grouping at issue, our fees would not exceed the following by grouping:

Properties Outside Downtown Area

Tech Meadows (6 Parcels):	\$1,600
Queensbury Business Park (8 Parcels):	\$1,600
Dix Ave. (1 Parcel):	\$600

Downtown Properties

17 School Street & 7 South Street:	\$900
51 - 57 South Street:	\$900
49 South Street:	\$1,000
45 South Street:	\$1,000
25 - 33 South Street:	\$1,200
36 Elm Street:	\$1,000
222 Maple Street:	\$1,200
211 Warren Street:	\$2,200
147 Warren Street:	\$1,000
15 - 25 Park Street:	\$1,200

UPSTATE APPRAISAL SERVICES, INC.

1A VOSBURGH RD.
MECHANICVILLE, NY 12118

PHONE: (518) 383-7800
EMAIL: neil@upstateappraisal.net

I cannot provide a quote at this time for "additional properties" without knowing what they may be.

Attached hereto per your request are the following items:

- Appraiser's Professional Qualifications
- Certified General Appraiser License (*renewal 4/26/2017 In progress*)
- Reference List
- E & O Insurance

At this time, there are no conflicts of interest to the best of my knowledge between any member of this firm and the parties issuing the R.F.P.

The RFP also requests work samples. In lieu of this, it is stated that reports prepared in recent years for the City of Glens Falls, the Town of Queensbury and Warren County could be substituted. I note the following appraisals which should satisfy this requirement, and additional appraisal samples can be provided upon request.

<u>Our File #</u>	<u>Client</u>	<u>Description</u>
09-C097	T/o Queensbury	Home Depot
09-C013	T/o Queensbury	Northern Distributing
07-C094	City of Glens Falls	Tech Meadows
14-C026A	Warren County	Dix Ave. (Industrial Site)
14-C026B	Warren County	Queensbury Business Park

Lastly, the R.F.P. asks about court related experience. I have personally testified and been qualified as an expert witness in numerous courts regionally as indicated in my attached qualifications. I would estimate that I have testified in Warren County with regards to over a dozen properties over the last 5± years.

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EMAIL: neil@upstateappraisal.net

Thank you again for your consideration. Please contact me should you require any further information or if there are any particular questions or issues of concern. We look forward to hopefully working with you in the near future.

Sincerely,
UPSTATE APPRAISAL SERVICES, INC.



Neil Cherkosly
President

NC/ef

NEIL CHERKOSLY
Qualifications

New York State General Certified Real Estate Appraiser - License #46-13506
New York State Certified Real Estate Appraisal Instructor
New York State Small Claims Hearing Officer - Assessment Review
New York State Licensed Real Estate Broker
Qualified Expert Witness, N.Y. State Supreme Court - Various Counties
Qualified Expert Witness, US Bankruptcy Court
Approved Commercial Appraiser - N.Y. State Dept. of Transportation
President - Albany Chapter of the Appraisal Institute for 2008, 2011

Education:

State University of New York at Albany, Albany, NY-BA Degree-1982
Various Continuing Education Courses from 1993-present as required

Professional Experience:

Real Estate Appraiser/Owner-Upstate Appraisal Svcs., Inc. - Oct., 1989 to Present
Senior Commercial Appraiser- Holden and Assoc. - Apr, 2002 to June, 2006
Senior Commercial Appraiser - Sabre Services - 1997 to 2001
Real Estate Appraiser - Hafner Appraisal Assoc. - Dec. 1987 to Sept. 1989
Real Estate Appraiser - Alvey & Cote, Ltd. - June 1985 to December 1987
Real Estate Salesperson/Broker - 1984 to 2008 & 2012 to Present (Upstate Realty)
Real Estate Associate Broker - 2006 to 2012 (Re/Max Park Place)
Owner Operator of Multiple Rental Properties - 2006 to Present

NEIL CHERKOSLY
Qualifications (Cont'd)

Served As Appraiser To The Following Clients:

Banks -

Banknorth

Ballston Spa National Bank

Glens Falls National Bank

Saratoga National Bank

State Employees Federal CU

NBT Bank

First Niagara Bank

Bank of Bennington

Key Bank

Trustco Bank

Capital Bank

Capital Communications FCU

Government -

N.Y.S. Office of General Services

N.Y.S. Office of Mental Retardation

N.Y.S. Dept. of Parks & Recreation

N.Y.S. Housing Trust Fund

N.Y.S. Facilities Development Corp.

N.Y.S. Department of Transportation

Albany Housing Authority

Montgomery Co. Economic Dev. Corp.

Warren County Economic Dev. Corp

Rensselaer Co. Dept. of Soc. Serv.

U.S. Marshall Service

Farmer's Home Administration

Essex County

Rockland County

City of Albany

City of Troy

Town of Amsterdam

Town of Argyle

Town of East Greenbush

Town of Fort Anne

Town of Fort Edward

Town of Halfmoon

Town of Pittstown

Town of Poestenkill

Town of Queensbury

Town of Sand Lake

Town of Schodack

Town of Wilton

NEIL CHERKOSLY
Qualifications (Cont'd)

Private -

Sabre Services (Reval Company)
Ohio Casualty Ins. Co.
Longley Jones Management
Intermagnetics General Corp.
Country Club Acres
Albany Management Inc.
Open Space Institute
Highland Tank Manufacturing
Omni Development Co
First Advantage Dental
Albany Country Club

Amerada Hess Corp.
Salvation Army
DCG Development Co.
Portec, Inc.
C.R. Bard Corp.
Troy Architectural Program
Numerous Law Firms
Native Textiles
Boston Scientific
Roman Catholic Diocese
Glens Falls Hospital

Types of Properties Appraised -

Single Family Residential
Multi-Family Residential
Apartment Buildings
Industrial Buildings
Warehouses
Office Buildings
Retail Buildings
Mixed Commercial/ Apartment Buildings
Mobile Home Parks
Medical Offices
Summer Camps
Automobile Dealerships
Commercial Rental Studies
Marinas
Special Purpose Buildings
Golf Courses
Public Campgrounds

Hotel/Motel/Motor Inns
Vacant Residential Lands
Vacant Commercial/Industrial Land
Residential "shells"-Rehabs
Commercial "shells"-Rehabs
Garden Apartment Complexes
Strip Shopping Centers
Residential & Commercial Condos
Bank Buildings
Urban Parking Lots
Restaurants/Fast Food
Bowling Alleys
Resorts
Gas Stations
Government Centers
Indoor Recreational Complexes
Adult Homes

NEIL CHERKOSLY
Qualifications (Cont'd)

Major Assignments (2009-Present)

Adirondack Camping Village, Lake George (Bank Financing)
Home Depot, Queensbury (Tax Certiorari)
Advance Auto Parts, Granville (Bank Financing)
Marshall Distributing, Clifton Park (Private Financing)
United Group Portfolio, Albany (Tax Certiorari)
Country Inn & Suites, Queensbury (Bank Financing)
Rosenblum Companies Portfolio (IRS Filing)
Hoffman Enterprises Portfolio (IRS Filing)
Laberge Family Portfolio (IRS Filing)
Fun Spot, Queensbury (Bank Financing)
CNY Fertility, Colonie (Litigation)
Snug Harbor Marinas, Hague & Ticonderoga (Bank Financing)
NYSHFA Office Building, Albany (Tax Certiorari)
Adirondack Trust Branch, Wilton (Potential Litigation)
Schuyler School, Albany (Potential Acquisition)
Glens Falls Country Club (Bank Financing)
Sutton's Marketplace, Queensbury (Bank Financing)
Saratoga Heritage Apartments, Wilton (Bank Financing)
Adirondack Car Wash Portfolio, Capital District (Litigation)
Song Hill Thoroughbred Farm, Stillwater (Tax Certiorari)
Renaissance Apartments, Wilton (Bank Financing)
Boulders Resort, Lake George (Litigation)
Capital Imaging, Colonie (Bank Financing)
Cedar Acres Mobile Home Park, Nassau (Tax Certiorari)
Queensbury Volunteer Fire Dept, Queensbury (Bank Financing)
Town Square Shopping Center, Amsterdam (Tax Certiorari)
Super 8 Motels, Warren County (Bank Financing)

UNIQUE ID NUMBER

4400013906

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICIAL USE ONLY

Control No. 1879

Not to be used

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 65 OF THE
EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

EFFECTIVE DATE

10/27/85

CHERDYL NEEL
0/0 STATE APPRAISAL SERVICES
1475 STE 2
CITICORP PARK, NY 12065

EXPIRATION DATE

04/24/87

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

By: 
THOMAS J. RYAN
SECRETARY OF STATE



LIA Administrators & Insurance Services

APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY



DECLARATIONS

ASPEN SPECIALTY INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rock Hill, CT 06067

Date issued	Policy Number	Previous Policy Number
04/06/2016	AS1000719-02	AS1000719-01

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item	
1. Customer ID: 122509 Named Insured: UPSTATE APPRAISAL SERVICES, INC. 1795 Route 9 Clifton Park, NY 12065	<p>THE INSURER NAMED HEREIN IS NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF INSOLVENCY OF THE INSURER, NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.</p> <p>THE NAMED INSURED IS A MEMBER OF THE APPRAISERS LIABILITY INSURANCE TRUST PURCHASING GROUP.</p>
2. Policy Period: From: 05/23/2016 To: 05/23/2017 12:01 A.M. Standard Time at the address stated in 1 above	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 05/23/2011	
5. Inception Date: 05/23/2015	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate	
7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium: \$1,014.00 \$36.50 Surplus Lines Tax \$1.53 Stamping Fee	
9. Forms attached at issue: LIA802S (12/14) ASPCO002 0715 LIA812 (12/14) LIA813 (10/14) LIA821 (10/14)	

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

04/06/2016
Date
LIA-0015 (12/14)

By 
Authorized Signature
Aspen Specialty Insurance Company



This is to certify that Excess Line Association of New York received and reviewed the attached insurance document in accordance with Article 21 of the New York State Insurance Law 05/23/2016

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

PROFESSIONAL REFERENCES – NEIL CHERKOSLY

Mr. Ted Bigelow
Appraiser - Town of Queensbury
742 Bay Road
Queensbury, NY 12804
Phone: (518) 761-8247
Email: Tedb@queensbury.net

Ms. Karla Williams – Buettner
Attorney
Bartlett, Pontiff, Stewart & Rhodes, PC
1 Washington Street
PO Box 2168
Glens Falls, NY 12801
Phone: (518) 792-2117
Email: kwb@bpsrlaw.com

Mr. Gregory Klingler
Town of Warrensburg – Assessor
3797 Main Street
Warrensburg, NY 12885
Phone: (518) 623-3300
Email: greg.klingler@townofwarrensburg.net

Mr. Harrison Sangster
Vice President/Credit Department Manager
Glens Falls National Bank
250 Glen Street
Glens Falls, NY 12801
(518) 415-4291
Email: hsangster@arrowbank.com

Ms. Peggy Jenkins
Town of Moreau – Assessor
351 Reynolds Road
Moreau, NY 12828
Phone: (518) 793-0496 Ext. 206
Email: pegi@townofmoreau.org

Mr. Bob Sears
Berkshire Hathaway Home Services
699 Upper Glen St
Glens Falls, NY 12804
Phone: (518) 793-6628
Email: bsears@bhhsblake.com

Mr. Mark Levack
Licensed Broker/Owner
Levack Real Estate, Inc.
Fenimore Square
33 Park Street
Glens Falls, NY 12801
Phone: 518-793-7600
Email: levackmail@levackrealestate.com

Mr. John D. Asplund, Jr.
Managing Partner
FitzGerald, Morris Baker Firth, P.C.
16 Pearl Street
Glens Falls, NY 12801
Phone: (518) 745-1400
Email: jda@fmbf-law.com

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made as of June 6, 2017

BETWEEN

**Glens Falls IDA and Greater Glens Falls LDC
(the "Client")**

-AND-

**Artikulere, LLC
(the "Consultant")**

IN CONSIDERATION OF the following clauses and obligations set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Consultant agree as follows:

1. **Engagement:** The Client seeks to retain the Consultant to provide grant writing services on an as-needed basis. The Consultant will not, at any time, have custody, control, possession or access to contributions raised by the Client.
2. **Services to be Rendered:** During the term of this Agreement, the Consultant shall perform related tasks, which may include:
 - a. Drafting and revising narrative sections of the proposals;
 - b. Editing and proofing the final narrative sections; and
 - c. Assisting with other components of the proposals as requested (developing budgets, submitting proposals, etc.).
3. **Compensation:** Client agrees to pay Consultant \$85 per hour with the number of hour to be determined.
 - a. **Billing and Payment:** The Consultant will submit an invoice to the Client within five (5) business days of completion of this project. The Client will pay the Consultant within thirty (30) days of receiving the invoice. Late payments may be subject to a \$50 fee.
 - b. **Expenses:** Consultant will be reimbursed promptly upon submission of proof to Client for out-of-pocket expenses, including but not limited to postage, reproductions, and transportation when such travel is necessitated by work related to this Agreement. All expenditures must be approved in writing in advance by Client.
3. **Terms and Termination.** The terms of the Agreement shall commence on the date hereof and shall continue until September 30, 2017. The Client or Consultant may terminate the Agreement at anytime during the term for any reason upon seven (7) days written notice. Upon termination by either party, Consultant shall provide to Client any and all copies, in whole or in part, of the materials and any and all tangible materials the Client provided to the Consultant in connection with this Agreement.
4. **Responsibilities:** The Client shall indemnify the Consultant for this project, and save the business and individual harmless from any damages, costs or losses that may be suffered as a result of any claim arising out of the services requested and performed or materials prepared by the Consultant, in connection with this contract, except for those resulting from Consultant's negligence or willful act.
5. **Errors and Omissions:** Consultant shall make every reasonable effort to ensure quality control for Client and deliverables. The Client is ultimately responsible for final approval of all content and deliverables.

6. **Insurance:** The Consultant is self-insured. The Client shall not be obliged to provide insurance under this Agreement. The Consultant shall indemnify and hold Client harmless against any and all claims, liabilities, losses or damages arising out of the actions of the Consultant, agents, employees or assigns.
7. **Independent Contractor:** The Consultant shall render services hereunder as an independent contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or establish any employer-employee relationship between the Consultant, any agent, or any employee of the Consultant and Client. The Consultant shall receive no benefits for pension, health, or other insurance plans, employee benefits, or any benefits of whatever nature offered by Client to its employees. Subject to the provisions in carrying out this Agreement, the Consultant is solely responsible for hours worked and the place where services are rendered and shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Consultant shall be responsible for providing all tools and materials required for performance of the tasks agreed to.
8. **Taxes:** The Client shall not be responsible for taxes, Workers Compensation, unemployment insurance, employer's liability, employer's FICA, Social Security (FICA) tax, withholding tax, or other taxes or withholding for or on behalf of the Consultant. All such costs shall be Consultant's sole responsibility. The Consultant shall complete the appropriate form(s) provided by Client in order to facilitate form 1099 reporting.
9. **Confidentiality and Proprietary Rights:** The Consultant acknowledges and agrees that in connection with the services rendered under this Agreement, the Consultant shall have access to proprietary information from the Client of a nature not generally disclosed to the public ("Confidential Information"). Such information may or may not be designated as confidential or proprietary and may be oral, written or electronic media. The Consultant understands that such information is owned and shall continue to be owned solely by Client. The Consultant agrees to keep confidential and not disclose Confidential Information to anyone unless legally compelled to do so by a court of law or governmental agency. Upon completion of the Project, the consultant agrees to return any original records containing such Confidential Information. The contents of this proposal are strictly confidential and should not be disclosed to any third party. The Consultant acknowledges that it has no right to or interest in its work or product resulting from the services performed hereunder, or any of the documents, reports or other materials created by the Consultant in connection with such services, nor any right to interest in any copyright therein. The Consultant acknowledges that the services and the products therefore have been specifically commissioned or ordered by the Client as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that the Company is therefore to be deemed the author of and is the owner of all copyrights in and to such materials.
10. **Entire Agreement:** This Agreement contains the entire understanding between the parties hereby and supersedes in all respects all written or oral understanding and agreements heretofore existing between the parties. The Consultant acknowledges that no representations or statements have been made which would modify or tend to modify any provisions of this Agreement.
11. **Amendment or Waiver:** This Agreement may not be modified or amended except by an instrument in writing duly executed by the parties hereto. The failure of either party to this Agreement to require strict compliance or performance by the other party or to fail to claim a breach of any provisions of this Agreement shall not constitute or be construed as a waiver of any subsequent breach not affect the effectiveness of this Agreement or any party thereof or prejudice either party as regards to any provisions or conditions hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charges with such waiver or consent.
12. **Choice of Law, Venue:** This Agreement shall be construed, interpreted, and governed by the laws of the State of New York, and the venue of any actions shall be Saratoga County.

13. **Notices:** Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be in writing and sent by hand delivery, fax, email or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the parties at the addresses set forth at the beginning of this Agreement.
14. **Authority:** The parties acknowledge that the signatories are vested with the authority to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF: The Parties hereto have caused this Agreement to be executed as of the date and year first set forth below.

Client: Ed Bartholomew, Economic Development Director for City of Glens Falls

Consultant: Michaela Brown, Owner, Artikulere LLC

Date: June 6, 2017



Planning / Design / Landscape Architecture PLLC

18 DIVISION STREET
ROOM 304
SARATOGA SPRINGS
NEW YORK 12866
PHONE: 518-306-3702
FAX: 518-226-0469

June 1, 2017

Mr. Edward Bartholomew
Greater Glens Falls LDC/Glens Falls IDA
333 Glen Street, Room 101
Glens Falls NY 12801

RE: PROPOSAL TO SUBMIT UP TO ONE GRANT APPLICATION IN THE 2017 NYS CONSOLIDATED FUNDING APPLICATION ROUND

Dear Ed:

Based on your request, we are pleased to present the following proposal to submit a grant application on behalf of the Glens Falls LDC/IDA under New York State's 2017 Consolidated Funding Application round. The focus will be implementing priority projects in the 2012 Pruyns Island Master Plan and to conceptualize the connectivity between Pruyns Island/Havilands Cove. For this request, it is anticipated that the funding request will go to the NYS Department of State Local Waterfront Revitalization Program.

The following tasks outline the steps necessary to complete both applications.

Task 1 – Pre-application Meeting

Elan will meet with Ed Bartholomew and a representative from NYSDOS to review the Pruyns Island Master Plan, discuss implementation opportunities, and determine the most appropriate funding source given available dollars and required match.

Task 2 – Prepare Applications

Elan will complete the on-line application based on the requirements in NYS Consolidated Funding Application (CFA), which are due on July 28, 2017 at 4:00pm. The criteria of NOFA will be reviewed for consistency to each of the Identified projects. Each application will be made in accordance with the requirements of the recently released NOFA and input from the pre-application meeting.

Please keep in mind that nearly all CFAs are matching grant programs, therefore City will be required to match the grant at a determined percentage depending on the grant source if awarded.

Task 3 – Generate Necessary Attachments

To help strengthen the application, Elan will coordinate with the LDC/IDA to obtain the necessary information such as graphics, letters of support, resolutions, photographs, etc. to include in the application. Elan will also prepare the necessary GIS maps to help articulate the project areas to the state agency. Preliminary cost estimates will also be developed to determine the requested amount and required match.

Task 4 – Submit Application

Once the application is complete, the grant will be submitted on-line in accordance with the CFA requirements. Attachments will also be submitted electronically.

FEE STRUCTURE

The fee to prepare two applications will be a lump sum of \$3,500 (three thousand five hundred dollars.) In addition, there may be standard reimbursed expenses, which should be minimal, relating to field visits. Expenses will be billed at cost.

If you agree to the above stated scope of services please counter-sign this letter and return a copy to our office. Upon receipt of the letter we will begin work.

As always, it is a pleasure working with you the LDC and the IDA and thank you for considering Elan Planning & Design. If you have any questions or comments, please feel free to call me at your convenience.

Sincerely,



Lisa C. Nagle, AICP
Principal
Elan Planning, Design, and Landscape Architecture

Edward Bartholomew
Glens Falls LDC/IDA