

SCOHARIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Schoharie County, NY
(518) 234-7604/Fax (518) 234-4346

Chester Burton
Chairman

SCIDA BOARD OF DIRECTORS MEETING

August 30, 2023

SCIDA Board Minutes

Members: Chairman/Chester Burton, V. Chair/Joseph Trapani, Treasurer/Wanda King, Ben Oevering and Peter Johnson. **Management:** Ron Filmer Jr. retiring CEO, Julie Pacatte Interim CEO/ED

Present: Chester Burton, Wanda King, Ben Oevering, Joe Trapani and Peter Johnson **Management:** Ron Filmer Jr., Julie Pacatte

1. Meeting called to order at 9:03 am by Chairman Chester Burton
2. **MOTION to accept August 2nd Board Meeting Minutes** made by Peter Johnson and seconded by Joe Trapani. All in favor.
3. **Audit Committee:** Ron distributed Capital Resource Corporation DRAFT audit/financial statements. SCIDA audit/financial statement not complete, yet, to be distributed before the end of September.
4. **New Business**
 - a. **Shad Point:** The SCIDA Purchase Option letter of intent is fully executed. Board discussed the project meeting recommendations to appoint Ben Oevering as the SCIDA point person, to advance the MRB Group “site civil” proposal request of Supervisor Hampel and to advance a Request for Qualifications (RFQ) to identify a Preferred Developer. Procurement will allow the MRB Group professional service request to advance without bidding. Board reached consensus that the RFQ is required per procurement and a better way to advance the project with developer expertise and interest to complete the process through tenancy having deeper market reach. The County was asked to consider paying a 10% administrative fee to SCIDA based on the \$1,000,000 ARPA allocation. Project Meeting participants were Chet Burton, Joe Trapani, Ron Filmer, Julie Pacatte, Supervisor Hampel, Korsah Akumfi and Shane Nickle. Supervisor Terry was excused. Ben Oevering did not attend to prevent a SCIDA quorum.

MOTION to modify the MRB Group proposal not to exceed \$5,000* so it reflects a meaningful scope of work that will align with the SCIDA Purchase Option made by Peter Johnson, seconded by Ben Oevering. All in Favor.

**to be paid by County ARPA allocation*

MOTION to proceed with the Request for Qualifications Preferred Developer made by Joe Trapani, seconded by Wanda King. All in favor.

5. **Old Business**

MOTION to enter Executive Session at 9:34 am to discuss SCIDA administration and contracts made by Wanda King, seconded by Joe Trapani. All in favor.

Discussion of hiring process for the CEO/Executive Director candidate. Chairman introduced the new benefits package as a result of the Chairman's public request, negotiation and agreement of the County to cover medical benefits.

Discussion of the approach for requesting 10% administration fee for the \$1,000,000 ARPA allocation.

Mutual agreement to terminate the SCIDA + SEEC MOU for management services at the end of September.

Mention of the Beekman 1802 notice to vacate 582 Highway Route 20, Sharon Springs, site improvements and insurance.

MOTION to end Executive Session at 10:48 am made by Peter Johnson, seconded by Wanda King. All in favor.

MOTION to accept the Beekman 1802 notice to vacate 582 Highway Route 20 made by Joe Trapani and send recommended correspondence, seconded by Peter Johnson. All in favor.

MOTION to terminate the SCIDA + SEEC management service MOU made by Joe Trapani and acknowledge the transition memo provided by SEEC, seconded by Peter Johnson. All in favor.

Board expressed appreciation for Ron and Julie efforts.

6. **Other:** NA

7. **Set date for next meeting:** Wednesday, September 27, 2023 at 9:00 am, location TBD.

8. **Adjournment** on motion duly made at 10:57 am by Joe Trapani and seconded by Wanda King. All in favor.

August 29, 2023

Revised: September 7, 2023

Ms. Julie Pacatte
Interim CEO & Executive Director
Schoharie County IDA
P.O. Box 396
276 Main Street
Schoharie, NY 12157

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
SHAD POINT AREA - SITE EVALUATION**

Dear Julie,

Thank you for the opportunity to provide the following proposal for engineering support services.

I. Project Description

Schoharie County IDA would like a site evaluation performed on the available parcels for the Shad Point Area. This assessment would focus on determining a maximum developable potential for the properties. A detailed site plan would not be prepared since future development layouts may change based on perspective tenants. Project findings would identify the anticipated maximum buildable areas, green space, percentage of parking and site circulation for industrial use, wetland or other surface environmental features to protect, topographic constraints, known utility upgrades, and the general needs for stormwater management.

As you are aware, the properties are located in the Town of Cobleskill on both sides of Route 145, east of Mineral Springs Road, and southeast of Interstate 88 at exit 22. A site assessment plan was prepared by our office showing an industrial building of approximately 742,500 square feet and a proposed stormwater management facility located on the north side of Route 145.

II. Scope of Services

Enclosed below are our anticipated scope of services:

1. Site evaluation to determine a maximum potential for industrial development based on the property location and impacts to the area. Review the following items:
 - Available mapping, aerial photos, surveys, tax map parcel data, and LIDAR topographic elevation data if available.
 - Develop an advanced site planning document showing the anticipated maximum buildable areas, green space, percentage of parking and site circulation for industrial use, wetland or other surface environmental features to protect, topographic constraints, and the general needs for stormwater management.
 - Determine if any variances are required to improve the development parcel.
 - Showing existing known utilities and possible upgrades needed.
2. Review findings with the Owner.
3. Update planning document based on meeting discussions.

Total Basic Compensation..... \$5,000.00

The cost figures shown above represent our stipulated sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment. Full payment is due upon completion of the project and prior to release of final documents.

III. Project Schedule

MRB Group is available to begin upon written authorization to proceed.

IV. Additional Services

The following items, not included in the above Basic Services and Compensation, can be provided at our standard hourly rates.

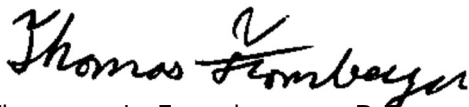
- A. Evaluation or design beyond the project area or scope and time frames listed above.
- B. Full site and utility design plans.
- C. Architecture or structural design services.
- D. Updated Boundary & Site Survey.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Respectfully Submitted,



Thomas J. Fromberger, P.E.
Site Development Manager

James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/_Letter Proposals/2023/tjf-Shad Point 2 Concept Plan.docx

PROPOSAL ACCEPTED BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

Cc. Michael N'dolo – MRB Group
Mark Blask – MRB Group

MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS

A. TERMINATION

This Agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. A retainer of **\$0.00** is required prior to commencement of work and will be applied to the last invoice upon completion of the project, if applicable. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

From: [Mickie Yorks](#)
To: [RFilmer](#); [Tomei Thomas](#)
Cc: [Director_SEEC](#); [Fonda Chronis](#); [Mickie Yorks](#)
Subject: RE: Beekman Warehouse
Date: Monday, September 11, 2023 9:24:21 AM
Attachments: [image001.png](#)
[image002.png](#)

Thanks Ron! Best wishes in your next chapter of life. It has been a pleasure.

Fonda,

Nice to e-meet you, we look forward to hearing from you on the below when you have a chance.

Kindly,

Mickie Yorks
SHE/HER/HERS
BEEKMAN 1802
Senior Accountant
Office: 518-982-2033
200 HARBORSIDE DR., 4TH FLOOR, SCHENECTADY NY 12305
BEEKMAN1802.COM



Scan here to see how
we made Potato Peel in
celebration of Mrs. Potato
Head's 70th Birthday.

From: Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Sent: Monday, September 11, 2023 9:21 AM
To: Mickie Yorks <mickie@beekman1802.com>; Tomei Thomas <tomei@beekman1802.com>
Cc: director@seecny.org; Fonda Chronis <fchronis@gmail.com>
Subject: RE: Beekman Warehouse

Hi Mickie;

I have stepped down from the IDA and CEO position and would like to introduce you to Fonda Chronis; who I copied here and is the new Executive Director. Julie and I will review the below issue with Fonda shortly and then he will be able to touch base with you.

I enjoyed working with you and Tomei over the years and seeing what a success Beekman 1802 has become. If you have any questions feel free to contact me.

Regards,

Ron

Ron Filmer, Jr.

Schoharie County Rural Preservation Corporation/IDA

597 E. Main Street

P O Box 168

Cobleskill, NY 12043

Phone: 518-234-7604

Fax: 518-234-4346

[Our Website!](#)

From: Mickie Yorks <mickie@beekman1802.com>
Sent: Sunday, September 10, 2023 5:44 PM
To: Tomei Thomas <tomei@beekman1802.com>; Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Cc: director@seecny.org; Mickie Yorks <mickie@beekman1802.com>
Subject: RE: Beekman Warehouse

Hi Ron,

I wanted to touch bases on the below, was there a decision from the board on the 120 days? And if we are held to the 120 days, is there possibility of a "lease buyout" of sorts?

I know that Ken at KNK had reached out to me recently about the building as to who owned it, he may be interested in renting, not sure if he has reached out to anyone there yet.

Kindly,

Mickie Yorks

SHE/HER/HERS

BEEKMAN 1802

Senior Accountant

Office: 518-982-2033

200 HARBORSIDE DR., 4TH FLOOR, SCHENECTADY NY 12305

BEEKMAN1802.COM



Scan here to see how we made Potato Peel in celebration of Mrs. Potato Head's 70th Birthday.

From: Tomei Thomas <tomei@beekman1802.com>
Sent: Friday, August 18, 2023 1:58 PM
To: Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Cc: director@seecny.org; Mickie Yorks <mickie@beekman1802.com>
Subject: Re: Beekman Warehouse

Thanks Ron, much appreciated.

Tomei Thomas

From: Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Sent: Friday, August 18, 2023 1:57:21 PM
To: Tomei Thomas <tomei@beekman1802.com>
Cc: director@seecny.org <director@seecny.org>
Subject: RE: Beekman Warehouse

Good afternoon Tomei;

I will have to bring the issue to the SCIDA Board of Directors; which meets at the end of the month. I am inclined to think that they will want to hold to the 120 day notice in the lease; unless the building can be leased before that date. However, myself and Julie (copied here) will review your request.

Regards,

Ron

Ron Filmer, Jr.

Schoharie County Rural Preservation Corporation/SCIDA

597 E. Main Street
P O Box 168
Cobleskill, NY 12043
Phone: 518-234-7604
Fax: 518-234-4346
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From: Tomei Thomas <tomei@beekman1802.com>
Sent: Thursday, August 17, 2023 8:46 PM
To: Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Cc: director@seecny.org; Mickie Yorks <mickie@beekman1802.com>
Subject: Re: Beekman Warehouse

Hi Ron,

We would like to move forward with terminating the lease. Can we target 10/30 as the end date?
Please let me know.

Tomei Thomas

From: Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Sent: Thursday, July 6, 2023 8:01:34 AM
To: Tomei Thomas <tomei@beekman1802.com>
Cc: director@seecny.org <director@seecny.org>
Subject: RE: Beekman Warehouse

Good Morning Tomei;

I briefly looked over the lease and it appears that with a 120 day notice the lease can be terminated. I would like to schedule a meeting (in person or virtual) with you to discuss the warehouse and the grant that we worked on a few years ago (for a warehouse at that time). I have copied Julie Pacatte from Schoharie Economic Enterprise Corporation (SEEC) as I am leaving the SCIDA and Julie is the SCIDA Interim Director. Feel free to give us a few available times and we can set up a meeting.

Regards,

Ron

Ron Filmer, Jr.
Schoharie County Rural Preservation Corporation
597 E. Main Street
P O Box 168
Cobleskill, NY 12043
Phone: 518-234-7604
Fax: 518-234-4346
[Our Website!](#)

From: Tomei Thomas <tomei@beekman1802.com>
Sent: Monday, June 26, 2023 10:04 AM
To: Ronald Filmer Jr. <RFilmer@schohariecountyrpc.com>
Subject: FW: Beekman Warehouse

Ron,

I wanted to talk about the warehouse in Sharon Springs. We potentially do not need the lease anymore as we are shifting our operations to a third-party warehouse.

Would it be possible to terminate the lease in the coming months?

Tomei

Tomei Thomas
HE/HIM
BEEKMAN 1802
COO

From: Ron Filmer <rfscrpc@nycap.rr.com>
Sent: Thursday, February 10, 2022 3:58 PM
To: Peter Newman <peter@beekman1802.com>; Tomei Thomas <tomei@beekman1802.com>; Mani Trivedi <mani@beekman1802.com>
Subject: RE: IDA

Thank you for the update.

Ron
Ron Filmer
Schoharie County Industrial Development Agency
349 Mineral Springs Road
Cobleskill, NY 12043
Phone: 518-234-7604
Fax: 518-234-4346
[Our Website!](#)

From: Peter Newman <peter@beekman1802.com>
Sent: Thursday, February 10, 2022 3:02 PM
To: Tomei Thomas <tomei@beekman1802.com>; Ron Filmer <rfscrpc@nycap.rr.com>; Mani Trivedi <mani@beekman1802.com>
Subject: RE: IDA

Tomei,

The insurers did an inspection of the building and requested a repair to the siding. I spoke to Bruce