

# **OFFICE & PARKING ASSESSMENT**

**STATE OFFICE DEVELOPMENT  
DOWNTOWN TROY**

**CITY OF TROY, NEW YORK**

OLD  
COPY

**Prepared for:**

**City of Troy  
Monument Square  
Troy, New York**

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**September 15, 2003**

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## **EXECUTIVE SUMMARY**

The State of New York, through the Office of General Services (OGS), has prepared a plan to relocate State agencies presently housed in the Harriman Campus to the Central Business Districts (CBD) of Troy, Albany, and Schenectady. OGS provided funding to the three city governments to identify prospective office locations and associated parking facilities.

This report summarizes the results of the assessment of existing and potential office sites and attendant parking facilities to accommodate the relocation of New York State agencies from the State's Harriman Campus to the City of Troy's CBD. The report identifies potential office locations and associated information, and provides a conceptual schematic for each prospective site.

Several areas and potential office sites exist that are capable of supporting large scale (200,000 to 500,000 square feet) developments for State offices. All utilities and necessary infrastructure, excluding adequate parking, are in place. Owners of all sites considered and reported on have expressed positive interest in making properties available for development.

The overriding inventory of properties within the current CBD core is architecturally and aesthetically pleasing, with many attractions, restaurants, and other amenities literally within a few minutes walk. The charm of Troy's downtown buildings contributes to certain development drawbacks, specifically size and scale, inasmuch as most existing "larger" buildings are in the range of 25,000 to 50,000, with one or two notable exceptions. While public sentiment exists to redevelop many of these properties, the reality is that most are suitable for smaller agencies or divisions of state agencies.

This office site assessment, therefore, focused on several large properties within the heart of the CBD core and on CBD peripheral areas. This focus has the potential to satisfy the State's size needs and would lead to some expansion of the CBD, and, secondarily, open up new areas for retail and other economic activity.

There is potentially 1.78 million square feet of developable property within and on the periphery of the CBD; another 700,000 square feet of developable property is potentially available with the Working Waterfront; and some 250,000-300,000 square feet of developable property is possible north of Hoosick Street. Combined, the total developable property equals approximately 2.75 million square feet.

The provision of adequate parking is a must to meet the requirements of new offices to house State operations, and make feasible any of a number of office facilities and agency relocations (Section 3 addresses the response to particular parking requirements). At the same time, the provision of some additional parking would be necessary to consequent increased economic activity if the full benefits of State office relocations are to be realized.

An examination of the utilization of existing on-street and off-street parking in downtown Troy indicates that this supply is not sufficient to accommodate current demand, nor the increased

demand for commuter parking to accommodate new State office relocations. Additionally, there would be (positive) consequent new economic development and increased downtown traffic resulting from any new State office facility(ies). This condition would increase the need for yet more parking.

A conditions assessment of existing public parking structures has identified that they are near the end of their service life and should be rehabilitated and/or replaced. The City has taken steps to address these conditions by developing a Downtown Parking Plan for new parking facilities in 2000. A new parking structure included in this plan is under construction on Fifth Avenue and is anticipated to be open in late 2003.

The scope of Troy's parking plan does not include the capacity required to accommodate the parking needs associated with relocating entire State agencies to the downtown area. It is estimated that parking for 1300 vehicles will be required to accommodate the potential 500,000 square feet of relocated State offices. Three locations within the downtown area were identified as feasible and recommended to support the development of State office and parking facilities. They are the Working Waterfront Site, Front Street Site, and Escarpment Site. Planning-level estimates of the cost to construct parking facilities at these sites range from \$13,500 per space to \$15,000 per space.

The analysis of traffic operations in the study area indicate that the traffic system generally operates within acceptable level-of-service thresholds during the peak commuter periods. These analyses also show that the system generally can accommodate the traffic generated by the relocated State offices at any of these three sites. There are three locations, however, where the analyses indicate the presence of existing congestion will be exacerbated by the increased traffic flow during peak hours, as follows:

- Federal Street and Fourth Street
- Federal Street and Sixth Avenue
- Ferry Street and Fifth Avenue

Transportation improvement initiatives within the study area include a proposal to upgrade the traffic signal equipment at many of the intersections within the downtown. This project, which is listed on the regional Five Year Transportation Improvement Plan (TIP), will improve traffic flow throughout the CBD area by providing coordinated progressive movement which is adaptive to traffic flow demand. Another initiative is to assess traffic circulation patterns in the Route 2 corridor and considering options for converting the one-way traffic circulation of Ferry Street to two-way flow.

The intersection of Ferry Street and Fifth Avenue is included in the area of these transportation initiatives, which will address the existing peak-hour congestion. These conditions are not significantly affected by the various site alternatives for State offices. No additional improvements are recommended at this intersection to mitigate the impacts of traffic generated by the relocation of State offices.

It is also noted that the analyses of conditions and site alternative impacts did not consider the specific benefits to transportation operations associated with these initiatives. Based on the

analyses presented in this study, it is concluded that the relocation of State offices to these downtown sites is not dependent on the implementation of these initiatives.

Improvements recommended to mitigate the traffic impacts associated with the relocation of State offices include signal timing adjustments at the intersection of Federal Street and Fourth Street and replacement of signal equipment at the intersection of Federal Street and Sixth Avenue to provide vehicle actuation. Other traffic control and/or geometric improvements may also be required to provide for access and egress to the parking garage access. These requirements are to be identified as part of the detailed site investigation and design.

As reported, management of Troy's public parking by several different bureaucracies (Engineering, Planning, and the Police Department), reduces the overall effectiveness of the parking program and is not conducive to supporting planning for redevelopment efforts. It is recommended that the organizational structure of the City's parking program be reviewed by an appointed body of stakeholders to consider roles and responsibilities for the long-term planning and management of the City's parking resources. This may also consider revising the role of the Parking Authority in management, operations, and planning functions of the parking program.

## **1.0 INTRODUCTION**

The State of New York, through the Office of General Services (OGS), has prepared a plan, the *Redevelopment Strategy for the Harriman Office Campus*<sup>1</sup>, to relocate State agencies housed in its Harriman Campus on Washington Avenue in Albany. This plan identifies a multiphased process for relocating programs from the Campus to the Central Business Districts (CBD) of Troy, Albany, and Schenectady. In conjunction with this plan, OGS has provided funding to the three city governments to identify prospective office locations and associated parking facilities.

The City of Troy contracted with the Troy Downtown Collaborative, Inc. (TDC) to carry out the analyses pertaining to the Troy CBD. Bryce Architectural Development & Real Estate Services (Bryce), Clough Harbour & Associates, LLC (Clough Harbour), and Hudson River Economics Group, Inc. executed this phase of work on behalf of the TDC, with input from TDC's board of directors.

Another work item associated with this project entails categorizing existing buildings and available properties to establish a computer activated inventory and description of existing space, rental, and purchase opportunities.

This report summarizes the results of the assessment of existing and potential office sites and attendant parking facilities to accommodate the relocation of larger New York State agencies from the State's Harriman Campus to the City of Troy's CBD. The report identifies potential office locations and associated information, and provides a conceptual schematic for each prospective site. This is a representative sample of available sites. Other sites may be possible through acquisition or assemblage.

In conjunction with the assessment of prospective office locations, specifically with respect to potential office size and numbers of State employees that could be accommodated at respective office locations, the report identifies concomitant parking facilities that would be required to support such populations of employees.

The Downtown Troy Office Inventory is addressed in Section 2 of this report, and the Parking and Traffic Assessment in Section 3.

## **2.0 DOWNTOWN OFFICE INVENTORY**

This section of the report identifies potential sites for State offices within the City of Troy. The report includes associated site information and development schematics to give each identified site a thumbnail image. This study is intended to satisfy large space requirements and considers sites that accommodate programs of 200,000-500,000 square feet. Troy is well positioned to accept and service this need with solid infrastructure and a long list of amenities, including its cultural attractions, pedestrian scale and access to the waterfront. Substantial State offices will complement development strategies presently transforming Troy's CBD into a vital urban center.

The study area primarily focuses on the CBD but includes the waterfront and sites located north of Hoosick Street. Evaluation criteria include: maximum build-out, suitability, site access, parking, parcel size, ownership, impact on Troy's redevelopment, and site specific amenities. It is intended that further study of suitable sites be performed as concrete programs for their use become clear.

A major intent in considering the relocation of State offices to Troy is that there be resulting positive economic impacts beyond simply filling an office building and generating property tax revenues, as desirable as that may be. **Significant opportunities would be lost if relocations result in essentially self-contained, all-encompassing facilities comprised of the office space, integrated parking, cafeterias, ATMs, and the like.** A prime example of what is adverse to achieving the best outcome is the pedestrian bridge connecting the Atrium to the Uncle Sam Parking Garage. It is now possible for State employees currently working in the Atrium to drive to and park in the garage, walk to their offices via the pedestrian bridge, dine within the Atrium at Oriolo's delicatessen/cafeteria, and leave at the end of the day without setting foot on the sidewalks of Troy. Facilities and their associated components should be designed in such fashion so as to promote and enhance pedestrian traffic, and off-site dining and shopping, not to mention an ability for State workers to enjoy Troy's many amenities and attractions.

### **2.1 Current Revitalization Efforts**

Troy has undertaken a number of initiatives to further its revitalization which are presently in various stages of completion. This section of the report examines how a substantial relocation of State offices moves the City towards its goals. The potential of adding a significant State agency to any one initiative gives it critical mass and adds dimensions derived from a specific program. The assessment of the suitability of existing properties for State use has been carried out within the context of these initiatives.

#### **2.1.1 Ferry-Congress Corridor Mixed Use Redevelopment Initiative**

The Ferry-Congress Street Corridor Mixed-Use Redevelopment Initiative<sup>2</sup> commences with Rensselaer Polytechnic Institute's (RPI) south campus building boom and explores how to extend this growth down Congress and Ferry Street to the Hudson River. The area for redevelopment is in the vicinity of Ferry, Congress, and Eighth Street, and is comprised of several parcels totaling approximately 13 acres of mostly vacant land.

The site abuts the northwest side of the 83-acre Prospect Park, and is in close proximity to RPI and Rensselaer County offices. The CBD downtown core and its amenities are roughly four short blocks away. The site is inclined and features views over Troy's historic skyline and the Hudson River. Acquisition of additional land, which is available adjacent the site, may be necessary to complete the project.

The Ferry-Congress Street corridor (Route 2) is the main east-west transportation link through and on the south side of the CBD. It intersects with the western edge of the RPI campus. RPI is currently constructing a biotechnology research facility and a \$164 million Experimental Media and Performing Arts Center (EMPAC) near the site.

The redevelopment sponsors, including the City, County of Rensselaer, RPI, and Troy Housing Authority (THA), envision a three-phased, mixed-use program that includes approximately 1,000 units of mixed-income housing, including graduate student apartments and 200 public housing units; office and laboratory space related to the biotech center; retail shops; a parking garage; and infrastructure and related development.

### **2.1.2 South Troy Working Waterfront Revitalization Plan**

The South Troy Working Waterfront Plan<sup>3</sup> is geared on transforming Troy's Waterfront from Congress Street south. The redevelopment strategy focuses new investments in human, technological, educational, financial, and physical infrastructure with the goal of creating economic and social opportunity. The strategy is to examine new ways to provide tax revenues needed to make investments in education, environmental improvements, government services, and increasing the quality of life in the City of Troy.

Redevelopment of the entire Working Waterfront area properties will comprise one of the largest real estate projects in the region. The plan provides a blueprint for future redevelopment focused on preservation of quality of life for neighborhood residents, job creation, tax revenue generation, local tax rate stabilization, and preservation of important historic structures.

The development strategy outlines a feasible implementable and practical plan to create near-term economic opportunity and increase public access to the waterfront. Key components of the Working Waterfront Plan include: an attractive waterfront that ties the community to the River; a progressive land management plan; parks and green space amenities; a range of transportation alternatives and amenities; high-value economic investment; and responsible environmental stewardship. Two major projects proposed for this area are the Rivers and Estuaries Building and proposed Hudson Heritage Center.

### **2.1.3 Retail Renaissance**

There has been a considerable resurgence of retail activity and shops in Troy during the past five years. The opening of new stores is particularly visible on key streets of the CBD core, including Broadway and River, Second, and Third streets. Over 25 new retail businesses have opened, primarily within the past three years, and continue in operation today. Some of these have already expanded and moved into larger quarters.

During this same period, at least 14 new restaurants, pubs, and delicatessens have opened, compared with the closure of only three. The already highly successful Troy Pub and Brewery on upper River Street recently completed a major expansion through acquisition and renovation of the adjacent property, creating the acclaimed “Revolution Hall” entertainment venue.

Although Thomasville Furniture moved out of its quarters on lower River Street (as had been part of its original business plan), this building is now home to several retail antiques dealers operating in a collaborative arrangement. One of these, Bournebrook Antiques, had previously opened its store a block up on River Street. Due to its immediate success, it moved into the larger Thomasville building’s first floor. This group’s success may soon lead to expanding to the upper floors of the building. As of this writing, six new shops and restaurants are planned to open on lower River Street within the next several weeks.

Another key business opening/expansion is that of Interior Solutions on lower River Street across from the Thomasville Building. Interior Solutions, a dealer in pre-owned office furniture and modular furnishings, opened for business six years ago and has championed the revitalization of lower River Street. Last year, this entity acquired Business Environments by Ras, formerly on Central Avenue in Albany, and moved the operation and over 30 employees to downtown Troy.

Troy’s retail resurgence provides numerous visible examples of revitalization. However, there are many not so visible signs of a revitalized Troy as well. Startup companies and several established professional firms have moved their headquarters or major offices here in the past five years. These firms range from real estate to high end professional marketing, communications, and financial and economic services, to high tech computer and web services supporting Fortune 500 clients and others around the world.

A 2002 survey of downtown visitors’ attitudes and patterns (*Report on the 2002 Downtown Troy Survey*<sup>4</sup>) revealed that young professionals visit downtown Troy on a regular basis and have significant dollars available to spend. Another finding, which was quite surprising, was that the household income levels of survey respondents vastly exceeded the median income for the City and County: fully 41 percent reported household incomes exceeding \$75,000, with 19 percent exceeding \$100,000. This information is being utilized by developers as they plan new retail facilities and recruit retailers.

A key element of this new retail initiative is being undertaken by John Scanlon’s Market Block, LLC, which will result in the complete renovation and restoration of the five-building “Market Block” on the corner of Third and River streets. The plan for this involves establishing several retail shops at street level and, ultimately within two years, the restoration of the upper floors’ ballroom facilities. The Cannan and Hendrick Hudson buildings (NYS Department of Law office) have new owners, with plans to upgrade, and add new retail tenants at street level.

#### **2.1.4 The Broadway Corridor Plan**

The primary goal of the Broadway Corridor Plan<sup>5</sup> is to strengthen the visual and pedestrian linkage on Broadway between the CBD and the Approach across the street from the RPI campus

on Eighth Street, and make aesthetic, streetscape improvements to Broadway. The plan returns Troy's historic central artery to a vital pedestrian way.

Several key elements of this plan have already been completed. As noted, a complete rebuilding and restoration of the Approach stairway between Eighth Street and Seventh Avenue (paper street) has been completed. This restoration resulted in the rebuilding and emplacement of the original granite columns, steps, and lighting, or replacement with new, like materials where the original materials were broken beyond repair. The Arts Center of the Capital Region (ACCR; formerly the Rensselaer County Council for the Arts), has relocated to the former Standard Furniture Building on River Street at Monument Square. In addition, streetscape improvements were made to Broadway in the form of historic architectural lighting and street furniture. Future plans envision relocating the Troy Public Library to a more central location within the CBD.

## **2.2 Existing Inventory Overview**

Troy's charm is derived from its Victorian era architecture and friendly pedestrian scale. A number of architecturally significant buildings, e.g., the Illium, Quackenbush, Stanley, and McCarthy Buildings, exist in various states of repair and are suitable for medium size (25,000 to 50,000 square foot) State use. Examples of smaller operations include the departments of Labor (DOL) and Health (DOH) already in the Troy Atrium. Hedley Park Place and Flannigan Square, located outside the CBD, are two highly successful makeovers of former warehouse/factory type structures.

As noted, though, the majority of existing buildings have limitations for major relocations due to size. There is the possibility that elements of the current inventory could house larger agency operations if assemblages with adjacent properties are formed and appropriate additions constructed, although these present substantial difficulties. Consideration of smaller facilities, along with associated redevelopment, within the CBD core could accommodate small State office operations and would result in a more mainstream State workforce situated in the present central downtown area. However, due to size limitations and the inherent physical and financial difficulty of combining buildings, we did not address this category of building facility in detail in this report.

The promise of long-term bankable tenants is often the only way to make a renovation of historic structures viable. Market conditions in the Capital District, including Troy, make speculative redevelopment of vacant structures difficult, and financing virtually impossible to secure. Costs are prohibitive and short-term occupancies do not cover tenant fit-up costs beyond cosmetics. Adaptive reuse for State tenancy offers a way to stabilize and inhabit buildings that would otherwise lie dormant while market conditions allow their renovation. Without long-term bankable tenants, rehabilitation and reuse of these structures is problematic.

However, renovating existing structures stabilizes the City's historic quality while offering economical solutions to housing some State offices. Several landmark buildings meeting the objectives of this study are outlined below. Recent CBD successes have spread from three sources: development near the Hudson River and River Street, RPI's and Sage College's movement closer to the CBD, and NYS office relocations.

Renovating Troy's Historic inventory offers cost effective and charming alternatives to new construction. The trade-offs need to be carefully weighed. A current of people desire the State to consider an assemblage of sites that all at once would reinvigorate the CBD. At the same time, we need to ensure that any State presence works to shore up what is here and does not exacerbate an existing problem such as parking.

### **2.2.1 Developable Inventory**

Troy is a small city. Expanding its CBD boundaries has many benefits; among them are an expanded tax base, a greater range of activity, and dispersing traffic more evenly. Positioning opportunities to best capitalize limited resources will move initiatives forward. If the Department of Environmental Conservation's (DEC) building in Albany is a model of what to expect, a similar one in Troy would have ten times the impact.

Urban Renewal resulted in the elimination of many historic buildings in Troy in the 1960s and 1970s. In their place, where redevelopment has occurred, are various structures that are architecturally expendable and/or candidates for substantial renovations. Upgrading these sites to the standard of the Victorian core is an identifiable goal and should be targeted. The Best Western, EOC, the Atrium, and Ahern sites are potential development opportunities. Reshaping these sites will return lost segments of Troy's urbanity.

Utilizing Troy's river frontage should be a goal of any major redevelopment study. The Working Waterfront has been analyzed for many years. The effort has been rewarded by hopes of locating the Hudson River Institute and Hudson Heritage Center Waterfront Attraction in the study area. Adding a large State agency operation in the vicinity would produce synergistic effects for economic activity.

Sites identified in this report and their associated owner/developer entities adequately address the needs of a substantial State presence while moving development objectives of the City forward (refer to Troy Office Inventory map)

State agencies that have relocated to downtown Troy have been pleased. Numerous State employees have commented on Troy's ambience, the ease of getting around, the ready availability of restaurants and shopping opportunities, and convenient parking. At least one State worker (who works in the Hendrick Hudson Building on Monument Square and parks in the State Street Garage) has remarked that she appreciates the walkability of downtown Troy, the friendly attitudes, and an ability to "get her arms around" the city. These features offer relatively low cost ways to fulfill space needs while providing environments with a very high quality of life.

### **2.2.2 Infrastructure**

#### **Municipal Utilities**

Troy's water system is excellent. The filtration plant has been recently upgraded, with a capacity of up 37 MGD. The Rensselaer County Sewer District treats waste in a modern plant. A trunk

line runs along the Hudson River, and new lines will be laid with improvements to Congress/Ferry Streets.

Niagara Mohawk service is on two grids, minimizing the potential for power failure. All telecommunications are present; Verizon has a significant central office on Fourth Street.

### **CAPNET**

The CAPNET infrastructure is in place, with its hub located in the Troy Atrium basement. Troy's fiberoptic and already-in-place conduit network throughout the CBD allow for virtually immediate activation of data transmission and other communications. Additionally, there are critical linkages already in place with RPI, schools, and other major public and private institutions.

### **Access**

As discussed in more detail in Section 3 of this report, commuting to work locations in Troy is convenient, with ready access to NY State Routes 2 and 4, US Route 7, and I-787 and its connections to I-87 and I-90. Once the commuter has arrived at the termini of any of these routes, local traffic access permits a quick trip to the workplace.

## **2.3 Potential Tenants**

The *Redevelopment Strategy for the Harriman State Office Campus* identifies a multi-phased process of relocating programs from the campus to central business districts. DEC's move to Albany and the Department of Transportation's (DOT) move to Schenectady have already occurred. The *Strategy* calls for DOL, Department of Taxation and Finance (DTF), DOT Labs, and DOCS to be relocated in the coming years.

The City of Troy is striving to strengthen its and RPI's niche within the Capital District as a technology and biotechnology center. Therefore, health related services, DOT labs, and computer-related services represent a particularly good fit if any one or more could be relocated to Troy. Such agencies would benefit greatly from the resources of RPI, Russell Sage, and Hudson Valley Community College.

## **2.4 Proposed Central Business District Sites**

### **2.4.1 Redevelopment/New Construction - Troy Atrium (S-1)**

#### **Overview**

The Atrium lies within the heart of the CBD. It was built after 1970s' urban renewal resulted in the razing of many architecturally and historically significant buildings in the block bounded by Broadway and Third, Fourth, and Fulton streets. Only the highly important Frear Bazaar Building was left standing. The Atrium, to which the Frear Building is connected, is a large, boxy building that occupies the rest of the block. Its signature location makes the site a focal point for the City. One unfortunate result of its development is that it created a wall at street level choking off pedestrian activity at its perimeter.

The Frear-Atrium complex presently houses DOL and DOH operations, and a CVS pharmacy, optician, and delicatessen. Significant changes to the Atrium, both in terms of its architecture and retail circulation, could positively impact the CBD. A significant redevelopment of this block could produce upwards of 450,000 square feet at 12 stories.

#### **Development Approach**

Bryce Properties, LLC is interested in further exploring development possibilities. The NYS DOL Telephone Call Center, the primary tenant, could relocate temporarily or permanently to space in the CBD, acting as a development mechanism and impetus for redeveloping the Front Street Lot. Parking would need to be made available at three locations through the provision of additional parking in the Uncle Sam Garage, new parking developed on site, and a complete rebuild and expansion of the Front Street Parking Deck. These are discussed in greater detail in Section 3.

#### **Site Advantages**

Throughout Troy's history this was the retail center. Urban renewal removed people along with buildings in the vicinity. If there is to be a retail renaissance in Troy, people could be reintroduced on a large scale.

#### **Site Summary**

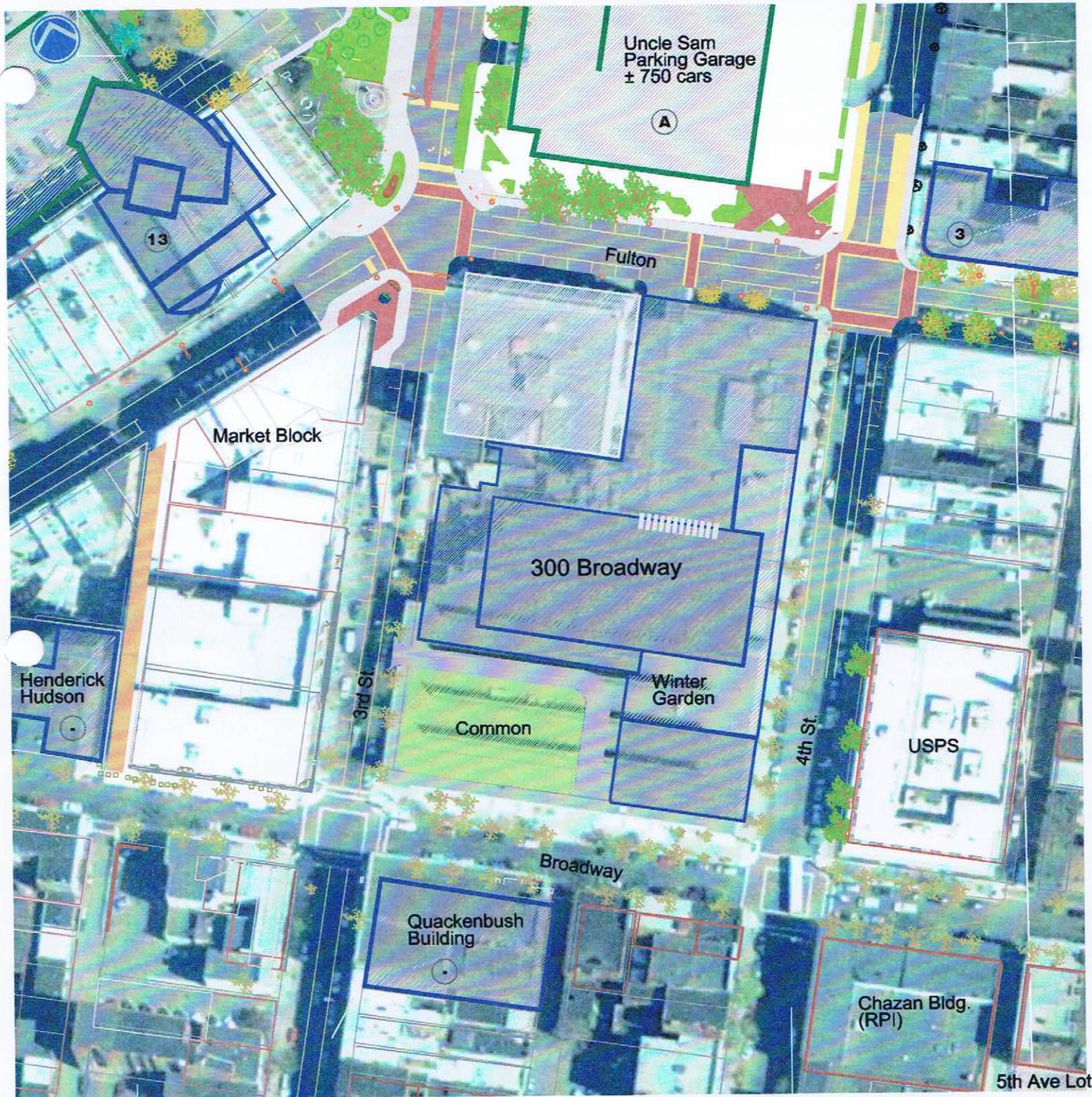
Owner:	Bryce Properties, LLC.; Contact: David Bryce, 274-9871
Address:	Between Fulton & Broadway and Third & Fourth Street
Tax Parcel:	101.53-4-2.1 and 101.45-6.1
Land Area:	2.25 Acres
Shape:	Rectangular
Frontage:	Subject Property encompasses an entire square city block
Topography:	Level, at street grade
Utilities:	Municipal water, sewer, electricity, natural gas, telephone, CAPNET network
Easements:	Standard utility
Zoning:	B-4, Central Commercial Zone
Registered Hazardous Waste:	No; source 2003 Phase I

Improvements:

The property is improved with a 2-story office structure. A 3-story common atrium connects the historic Frear Building to the site

Source:

Interviews, site visits, surveys, tax maps, and public info. *Note: the author of this section of the report owns the Atrium.*



# 1 Atrium Redevelopment - Quackenbush Square

1. Redevelop Site w/ large scale Office/Retail Complex 400-500,000 sf.
2. Incorporate public square at 3rd & Broadway - ice rink, plaza or green.
3. Develop subterranean/lower level parking to accommodate new density.
4. Large site relatively easy to redevelop in signature location.
5. Single Owner; CapNET on-site; State Occupancy

Proposed Improvements for the  
**Troy Office Inventory**  
**Site Studies**  
**Troy Atrium/Quackenbush Sq.**

**BRYCE**

ARCHITECTURAL DEVELOPMENT

0 40' 80' 160'

1" = 100' - 0"

297 River St., Troy, NY 12180

518.274.7777

**Troy, New York**

Prepared July 2, 2003

Revised --/

**S1.1**

## **2.4.2 Redevelopment/New Construction – Best Western (S-5)**

### **Overview**

The Best Western site, at 4.78 acres, is among the largest in the CBD. The hotel is set back from the streetscape by a double row of parking and a blank wall blocking the Broadway corridor's view to the Approach, the recently renovated granite staircase connecting downtown with Eighth Street across from the RPI campus. It is a four-storied L-shaped hotel. Built in the 1960's, the hotel has been renovated several times and is currently for sale.

The site is adjacent to other vacant land and can accommodate various layouts for one large program or multiple programs. Developing a street presence would strengthen the east end of the Broadway corridor.

Redevelopment of this site could produce significant area to accommodate State offices. Alternative development concepts and associated square footage results are:

- 3 stories and 8-story tower: 350,000 sf
- 3 stories and 10-story tower: 400,000 sf
- 4 stories and 14-story tower: 500,000 sf

### **Development Approach**

The Best Western is presently available for purchase from its owner, Troy Business, Inc. Troy Business is very interested in upgrading its investment, which can be accomplished by razing the existing structure and building new, or through a revamping of portions of the existing facility.

### **Site Advantages**

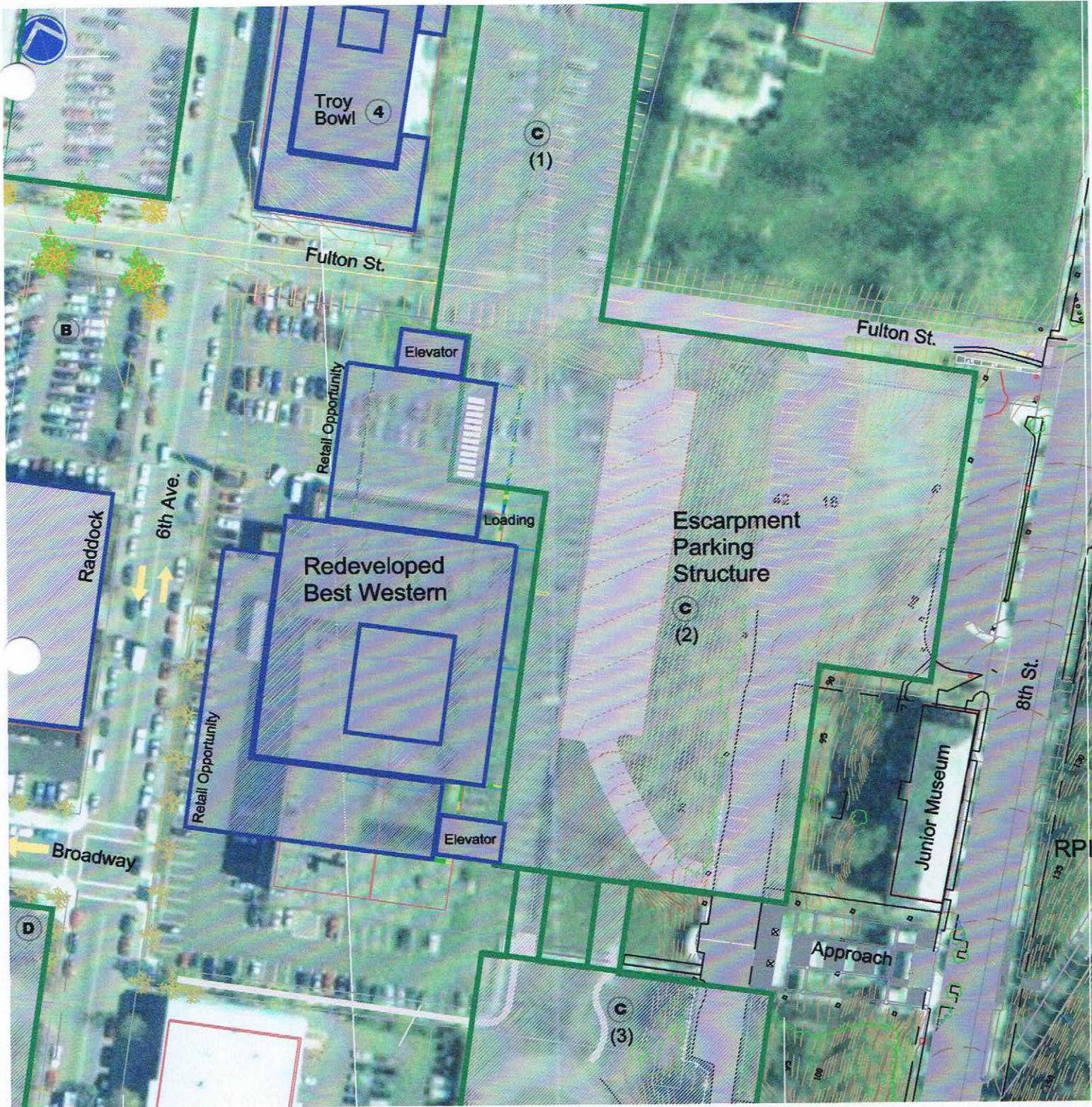
A redevelopment of this site for offices has significant advantages due to its proximity to RPI; it works to bring RPI closer to downtown, provides closer access by State offices to the RPI campus and its resources. Also as noted, the site is one of the largest parcels in the CBD, and lends itself to various layouts and sizing schemes, providing flexibility in terms of alternative State office arrangements.

A significant amount of parking can be made available with a developed Escarpment parking location (Section 3) with upwards of 2150 parking spaces. Immediate street access is provided via Sixth Avenue to Routes 2, 4, and 7. There are significant opportunities to collaborate on parking facilities associated with the Congress-Ferry Street Mixed-Use Redevelopment Initiative.

Two important advantages of eliminating the Best Western would be to make a new hotel with a bigger marquee, e.g., Marriott or Hyatt, economically viable in the CBD core, and secondly, the Approach steps could be physically connected to Broadway in the CBD, providing an unobstructed visual connection as well.

## Site Summary

Owner: Troy Business, Inc.; Contact: Bob Mozawalla, 274-3210  
Address: 1800 Sixth Avenue; (East of Sixth Avenue, generally between Fulton & Broadway below the Junior Museum)  
Tax Parcel: 101.54-2-1  
Land Area: 4.78 Acres  
Shape: Rectangular  
Frontage: Sixth Avenue - 520'; Fulton - 400'  
Topography: Located along Troy's Escarpment the site has a level plateau along Sixth Avenue and uniformly slopes up to the base of the Junior Museum and Eighth Street  
Utilities: Municipal water, sewer, electricity, natural gas, telephone, connected to CAPNET conduit network  
Easements: None reported  
Zoning: B-4, Central Commercial Zone  
Registered Hazardous Waste: No; source 1992 Phase I  
Improvements: The property is improved with a four-story hotel of masonry and steel construction; on-site parking with asphalt surface parking  
Source: Interviews, site visits, surveys, tax maps, and public information



1

## New Construction - Best Western

1. Redevelop Site w/ large scale Office/Retail Complex 400-500,000 sf.
2. Explore possibility of renovating with additions existing structure.
3. Develop Escarpment parking for new construction, RPI and Rens. Co.
4. This site, RPI's "Impact" would refocus the Broadway Corridor
5. Single Owner; CapNET infrastructure to site; Access good.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
 Best Western - Reconstruction**

**BRYCE**

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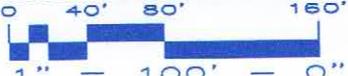
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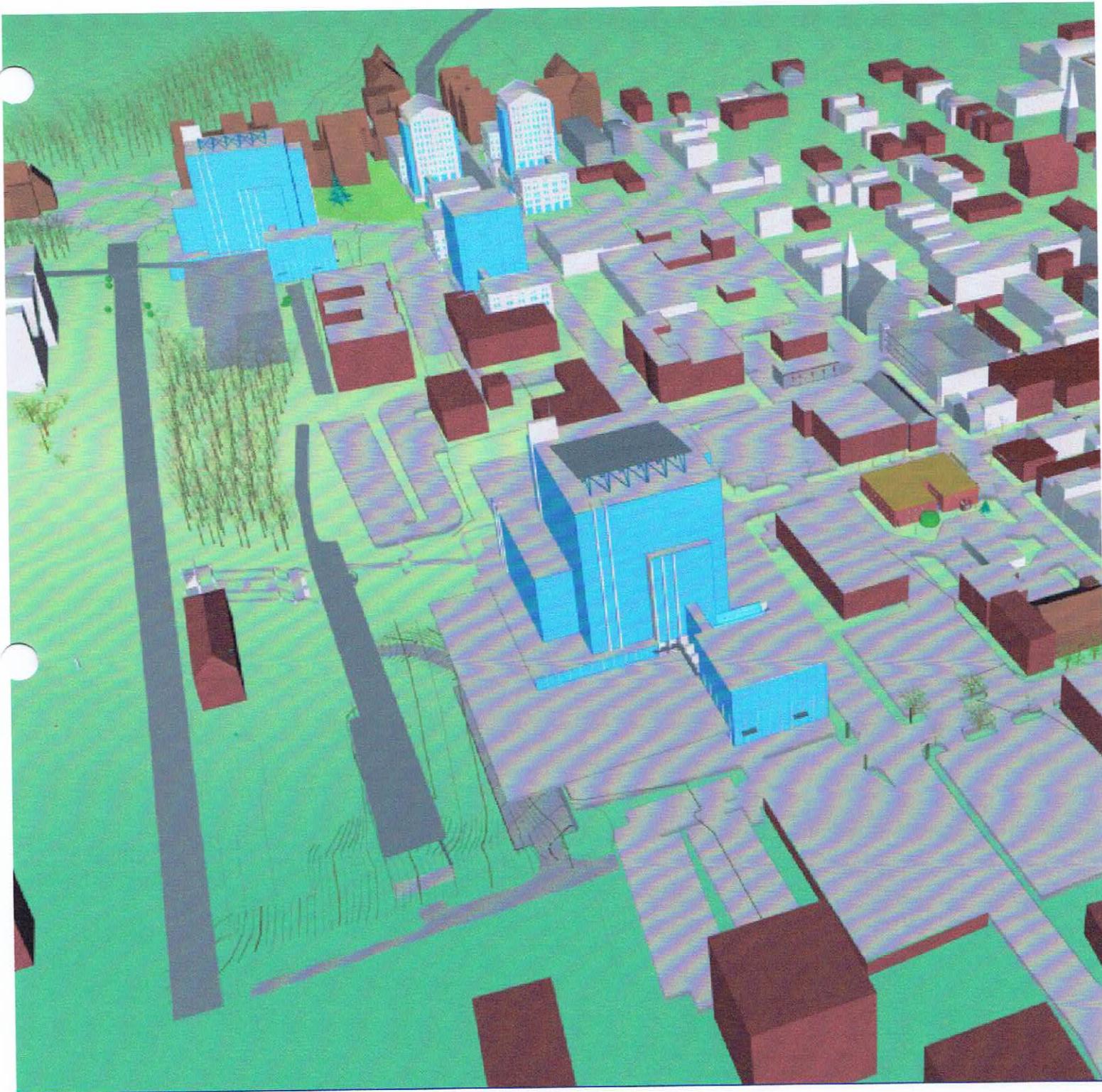
**Troy, New York**

Prepared August 18, 2003

Revised -/-

**S5.1**





**1 Birdseye View from North**

1. Redevelop Site w/ large scale Office/Retail Complex 400-500,000 sf.
2. Explore possibility of renovating with additions existing structure.
3. Develop Escarpment parking for new construction, RPI and Rens. Co.
4. This site, RPI's "Impact" would refocus the Broadway Corridor
5. Single Owner; CapNET infrastructure to site; Access good.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
 Best Western - Reconstruction**

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0 40' 80' 160'



1" = 100' 0"

**Troy, New York**  
 Prepared August 18, 2003  
 Revised Dec. 1 2003

**S5.2**

### **2.4.3 Redevelopment/Addition - Educational Opportunity Center (S-7)**

#### **Overview**

Bridging the southeast corner of the CBD and the proposed Congress Street Corridor work, the Educational Opportunity Center (EOC) site can accommodate a substantial State agency operation, would further and enhance redevelopment initiatives, and would not detract from either the CBD boundaries or contemplated work in the Congress Street corridor. The lower-end development potential of this site is approximately 330,000 with one and four stories and a 14-story tower.

The site is sufficiently removed from the heart of downtown so as to not add to its parking problems. In fact, the provision of required parking facilities to support State offices at this location would resolve some of the CBD's, Rensselaer County's, and RPI's existing deficiencies. An Escarpment-located parking facility, as noted previously, would make available upwards of 2150 spaces on multiple levels (see Section 3 also).

#### **Development Approach**

United Companies, Inc., which owns the site, has expressed a keen interest in redeveloping the site for State use. Redevelopment could proceed via an RFP for the redevelopment of the site. The owners would make alternative arrangements for the EOC, which could be relocated to another site.

#### **Site Advantages**

Development of this site would virtually jump-start redevelopment activity in the Congress Street corridor, and complements and furthers RPI's downtown movement. The EOC site is closer to retail, and just as convenient to local access roads – Routes 2, 4, and 7 – as the Best Western site. Owing to its proximity to the Congress-Ferry Street area, there is significant opportunity to tie in with this important development initiative.

#### **Site Summary**

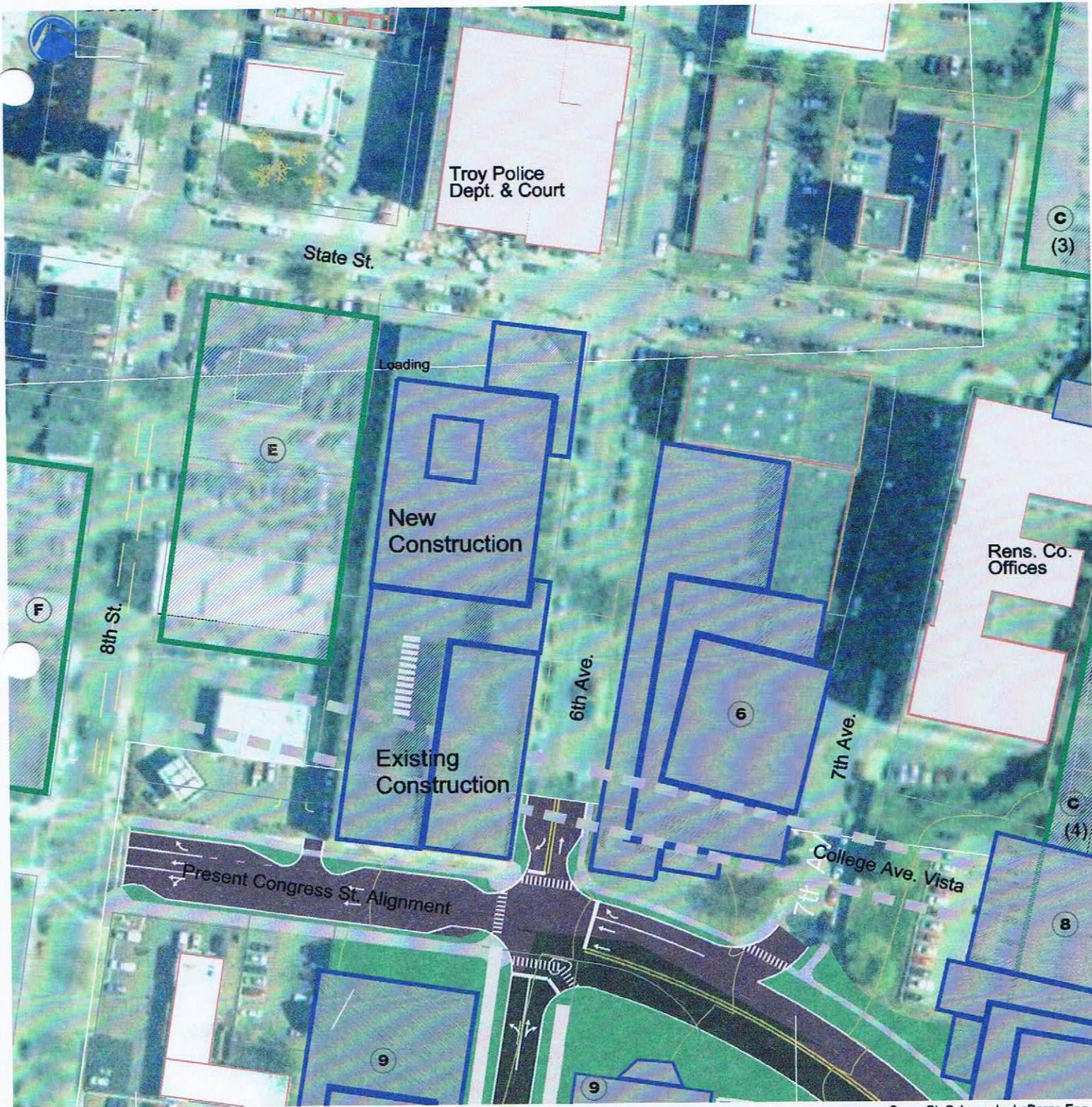
Owner:	University Partners, LLC.
Contact:	Bob Graham, 434-2801x102
Address:	Corner of Sixth Avenue & Congress Street
Tax Parcel:	101.61-3-2
Land Area:	1.57 Acres
Shape:	Rectangular
Frontage:	Sixth Avenue – 397'; Congress - 130'; irregular parcels
Topography:	Virtually level; high point on Sixth Avenue & Congress, total slope about 10 feet
Utilities:	Municipal water, sewer, electricity, natural gas, telephone, connection to CAPNET network to be included in Congress/Ferry Street improvements.
Easements:	None reported
Zoning:	B-4, Central Commercial Zone

Registered Hazardous Waste:  
Improvements:

No; source 1992 Phase I  
The property is improved with a 1&2 story masonry and steel structure.  
On-site asphalt surface parking for approximately 50 cars, with  
additional parking across the street

Source:

Interviews, site visits, surveys, tax maps, and public information



Cong. St. Scheme by LaBerge Eng.

# 1 EOC & Boys Girls Club Improvements

1. Redevelop Site w/ large scale Office/Retail Complex 300-400,000 sf.
2. Incorporate planned improvements to Congress St. in construction.
3. Multiple parking options; 5th Ave., Escarpment, Courthouse
4. Large site relatively easy to redevelop in signature location.
5. Two Owners, CapNET <400'; Government Quarter.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
 Congress & 6th/Construction**

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 Revised Dec. 1 2003

**S7.1**

## 2.4.4 New Construction - Congress-Ferry & Sixth-Eighth (S-8)

### Overview

Located at the southeast corner of the CBD, this largely vacant site is a prime site for development. Measures are being developed to make the site shovel-ready. Funding for infrastructure upgrades and street improvements, including road realignments, has been secured. Planned improvements are in the concept design phase.

RPI is making a substantial effort to develop the south campus. This site would complement their investment and integrate Congress and Eight Street into the overall development concept for this area.

The development of the site could provide over 500,000 square feet of new office space for State needs. As with the Best Western and EOC sites, significant parking facilities are readily accommodated at this location, with 2150 possible at the Escarpment site location (Section 3).

### Development Approach

The consortium of owners – NYS DOT, City of Troy, Troy Housing Authority, and Rensselaer County – would select a development entity through an RFQ/RFP process to construct a large scale structure which fits the site, accommodating State offices as well as other uses such as housing, retail, and other commercial uses.

### Site Advantages

The site is publicly controlled and a development planning process is well underway. Development of this site would greatly expand the perceived boundaries of the CBD and create a synergy with the south campus expansion of RPI. There are significant opportunities to tie in with the Congress-Ferry Mixed-Use Redevelopment Initiative in that this location could become an integral portion of the final redevelopment scheme.

### Site Summary

Owner:	NYS DOT, City of Troy, Troy Housing Authority, Rensselaer County
Address:	Congress Street to Ferry Street Sixth Street to Eighth Street
Tax Parcel:	101.61-8-3, 101.61-8-4, 101.62-5-1, 101.62-5-2
Land Area:	10 acres
Shape:	Rectangular pyramid bordering three streets
Frontage:	Approximately 400 feet per side
Topography:	Site uniformly slopes up from the River at about an 8 percent grade
Utilities:	Municipal water, sewer, electricity, natural gas, telephone, access to CAPNET network with infrastructure upgrades
Easements:	Multiple-street ROW, Utility
Zoning:	B4, B5, and Institutional
Registered Hazardous Waste:	No; N/A
Improvements:	The property is largely vacant with improved R.O.W.
Source:	Interviews, site visits, surveys, tax maps, and public information



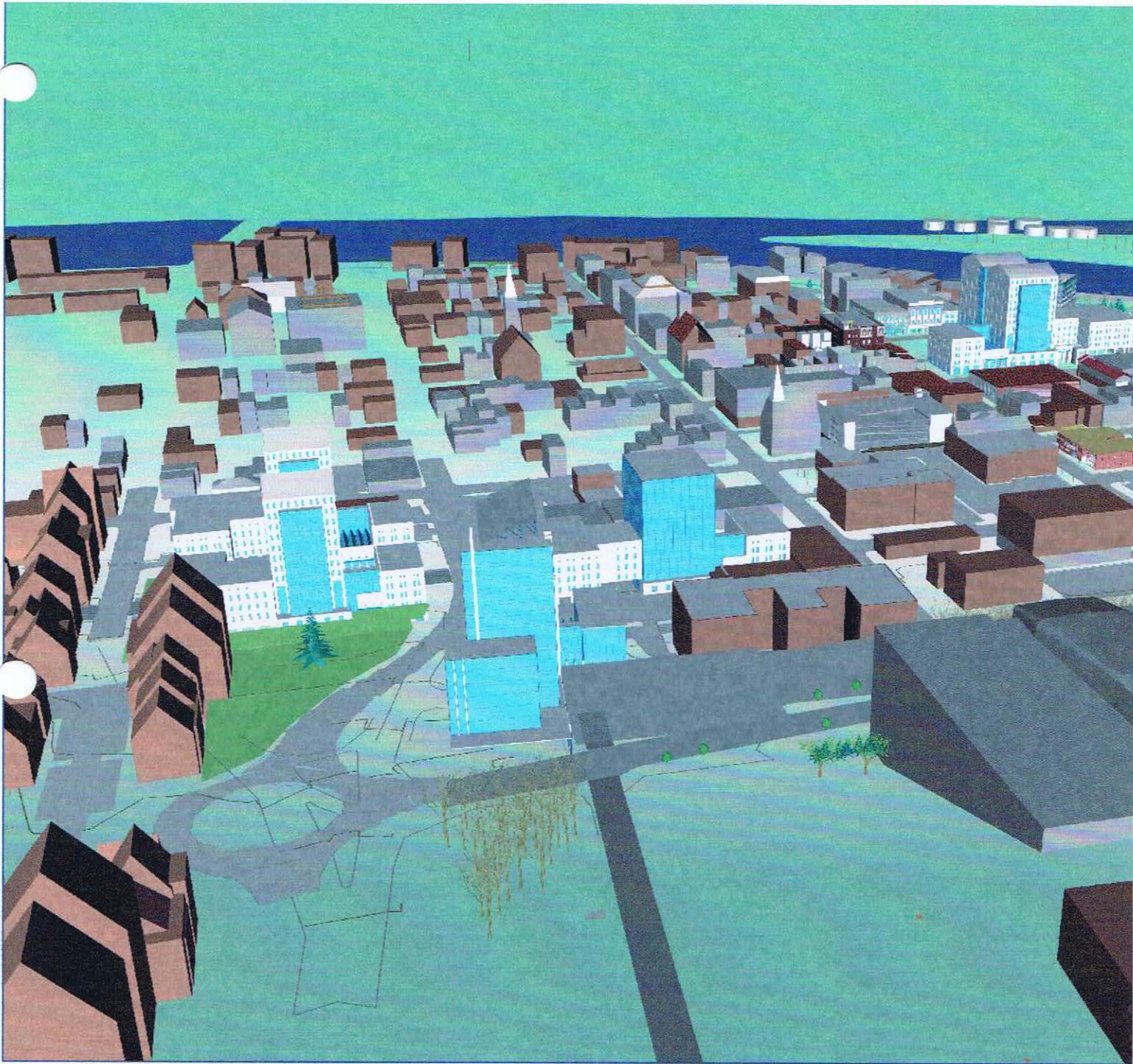
# 1 New Construction

1. Redevelop Site w/ large scale Office/Retail Complex 200-300,000 sf.
2. Incorporate planned improvements to Congress St. in construction.
3. Develop Escarpment parking for new construction, RPI and Rens. Co.
4. Large site relatively easy to redevelop in signature location.
5. Publically Owned, CapNET infrastructure w/ Ferry St.; Govt. Quarter.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
 Congress & 8th/Construction**

**Troy, New York**  
 Prepared August 18, 2003  
 Revised Dec. 1, 2003

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 1" = 100' - 0"



1

## New Construction

1. Redevelop Site w/ large scale Office/Retail Complex 400-500,000 sf.
2. Incorporate planned improvements to Congress St. in construction.
3. Develop Escarpment parking for new construction, RPI and Rens. Co.
4. Large site relatively easy to redevelop in signature location.
5. Publically Owned, CapNET infrastructure w/ Ferry St.; Govt. Quarter.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
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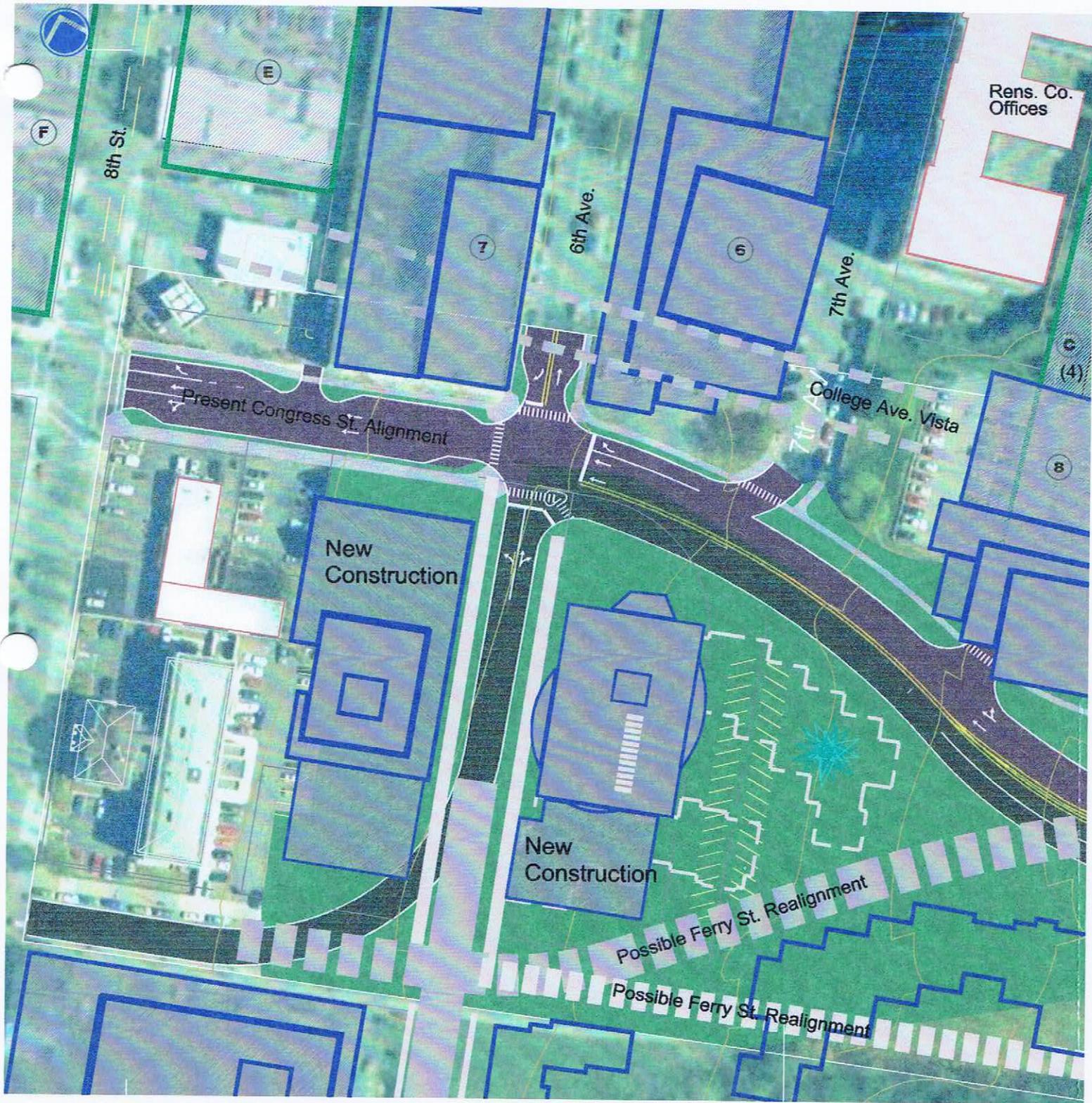


**Troy, New York**

Prepared August 18, 2003

Revised Nov. 17, 2003

**S8.2**



# 1 New Construction

1. Redevelop Site w/ large scale Office/Retail Complex 400-500,000 sf.
2. Incorporate planned improvements to Congress St. in construction.
3. Multiple parking options; 5th Ave., Escarpment, Courthouse
4. Large site relatively easy to redevelop in signature location.
5. Single Owner, CapNET <400'; Government Quarter.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
 Congress & 6th/Construction**

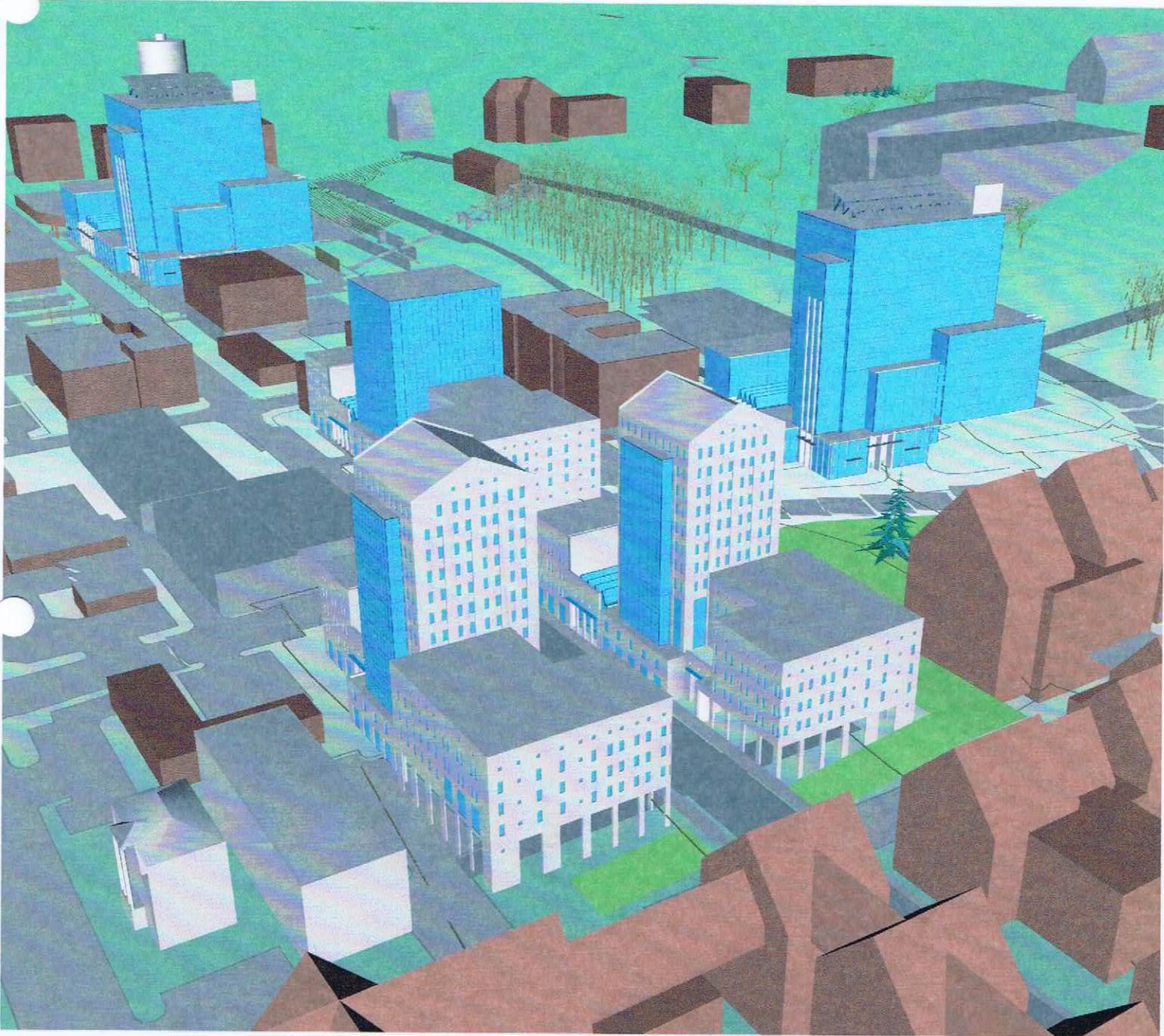
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 Prepared August 25, 2003  
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**S9.1**

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1

## New Construction

1. Redevelop Site w/ large scale Office/Retail Complex 400-500,000 sf.
2. Incorporate planned improvements to Congress St. in construction.
3. Develop Escarpment parking for new construction, RPI and Rens. Co.
4. Large site relatively easy to redevelop in signature location.
5. City Owned, CapNET infrastructure w/ Ferry St.; Government Quarter.

Proposed Improvements for the  
**Troy Office Inventory  
Site Studies  
Congress & 8th/Construction**

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no scale

**Troy, New York**

Prepared August 18, 2003

Revised Dec. 1, 2003

**S9.2**

## 2.5 Proposed Working Waterfront Sites

### 2.5.1 Redevelopment - Old Brick, with & without Annex (S-1.16)

#### Overview

The Old Brick is an extremely large site and offers a large inexpensive space that could follow the Flannigan Square (upper River Street) model of renovating historic warehouses. The existing six-story structure alone would provide some 128,000 square feet of space. With the six-story annex included, this site offers approximately 200,000 of renovated office space.

#### Development Approach

Development of this site would proceed with discussions with the owner on a facility plan.

#### Site Advantages

The site provides ready access to Routes 2 and 4 and is convenient to the CBD periphery. Development of this site, which marks the eastern side of the Working Waterfront area, would lend a major boost in implementing the City's Working Waterfront plan, and strengthen the focus on the River and waterfront which are critical components of Troy's revitalization initiatives.

#### Site Summary

Owner:	Contact: Barry Goldberg
Address:	2 River Street; corner of Adams and River
Tax Parcel:	100.76-9-24
Land Area:	3/4 acre
Shape:	Rectangular
Frontage:	River Street – 400 feet; Adams Street – 130 feet
Topography:	Level
Utilities:	Municipal water, sewer, electricity, natural gas, telephone, and conduit to CAPNET network to be included in Working Waterfront improvements
Easements:	None reported
Zoning:	Industrial (Working Waterfront modifies zoning)
Registered Hazardous Waste:	Unknown
Improvements:	The property is improved with a six-story masonry and wood frame structure
Source:	Tax maps and public information

## 2.5.2 New Construction - Clemente Latham Concrete Site (S-17)

### Overview

The City has long considered returning this site to the urban fabric, the cement industry and associated trucking to a heavy industry zone to the south. Several studies have examined how best to utilize the site, with office use being a predominant choice. Redevelopment of this site would address residential, institutional, and recreational issues as well, which have been considered in the Working Waterfront plan. The Clemente site, at over six acres, is among the largest near the CBD. The site can accommodate various building alternatives exceeding 500,000 square feet. Parking would be accommodated at new facility at Russell Sage.

### Development Approach

Callannan Industries is agreeable to making the site available to a developer for RFP submission.

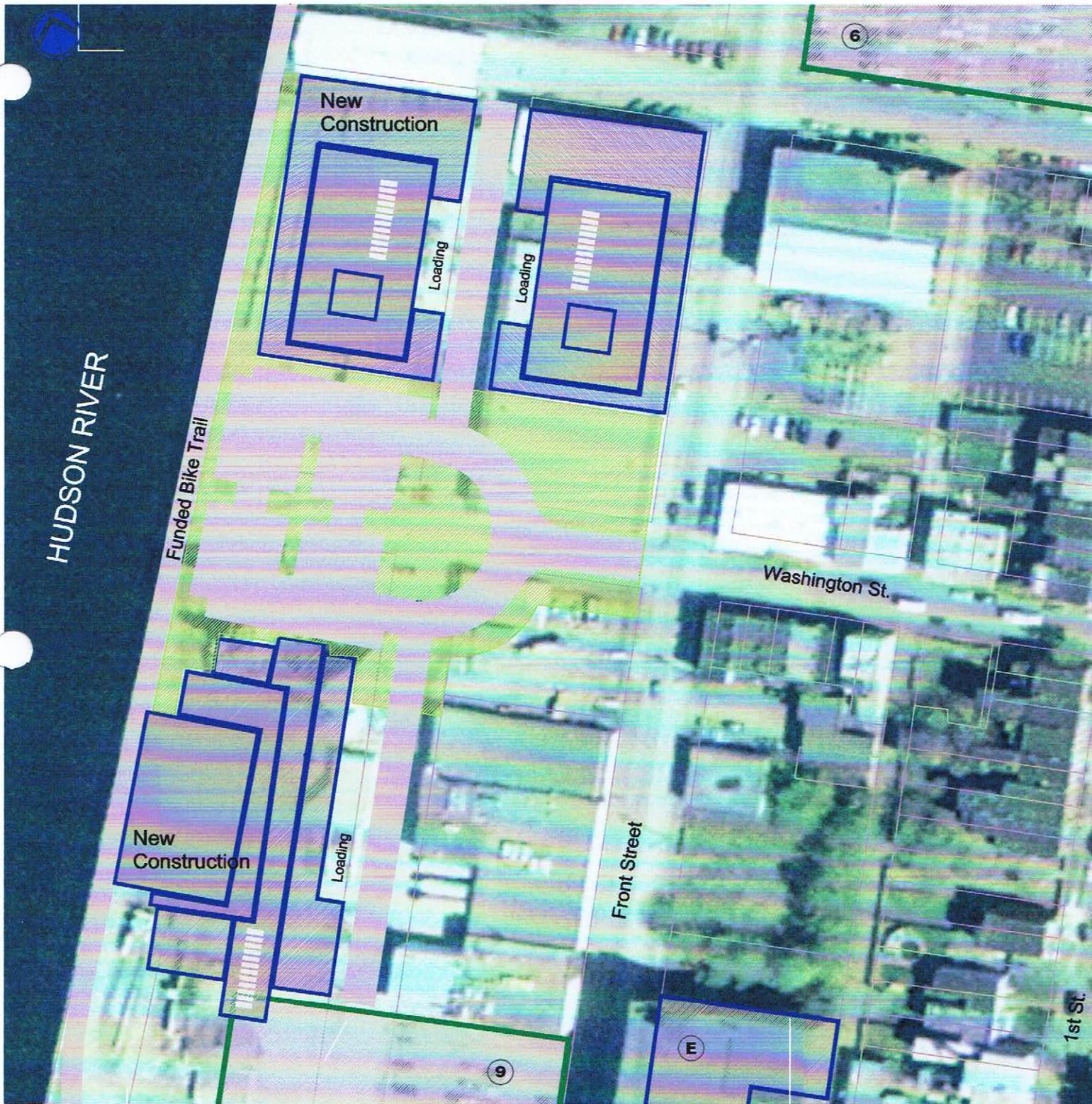
### Site Advantages

The site provides ready access to Routes 2 and 4 and is convenient to the CBD periphery. As with the Old Brick site, development of this site, which is in the core of the Working Waterfront area, would lend a major boost in implementing the City's Working Waterfront plan, and strengthen the focus on the River and waterfront which are critical components of Troy's revitalization initiatives. This would give strong direction to future development along the Working Waterfront and generate additional momentum for other projects such as the Hudson River Institute and Hudson Heritage Center.

As an office location directly on the Hudson River, the site would offer a pleasant environment, views of the River, and a certain degree of prestige as sites bordering the River become less available.

### Site Summary

Owner:	Callanan Industries
Address:	Waterfront between Division Street and Adams Street
Tax Parcel:	100.76-4-1, 100.76-7-1; 100.76-8-1.2
Land Area:	6 acres expandable to 10+
Shape:	Rectangular
Frontage:	700 feet
Topography:	Level
Utilities:	Municipal water, sewer, electricity, natural gas, telephone, bike trail river access, access to CAPNET conduit path
Easements:	None registered; SEQR is next phase of Industrial Park Road
Zoning:	Industrial, subject to change with Working Waterfront plans
Registered Hazardous Waste:	Unknown; SEQR is the next phase of the Industrial Park Road process
Improvements:	The site is presently improved with a concrete mixing and distribution facility. The riverfront is improved with a substantial bulkhead.
Source:	Interviews, site visits, surveys, tax maps, and public information



HUDSON RIVER

Funded Bike Trail

New Construction

Loading

Loading

New Construction

Loading

Washington St.

Front Street

1st St.

# 1 New Construction

1. Redevelop Site w/ large scale Office Complex 400-500,000 sf.
2. Incorporate improvements with brownfields, bike trail and Main St.
3. Multiple parking options; surface, Clemente or Russell Sage Garages.
4. Large site relatively easy to redevelop in waterfront location.
5. Single Owner, CapNET <400' bike trail; SEQR and multiple studies.

Proposed Improvements for the  
**Troy Office Inventory  
 Site Studies  
 Working Waterfront/Clemente**

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**Troy, New York**  
 Prepared August 25, 2003  
 Revised --

**\$17.1**

## **2.6 Proposed Sites North of Hoosick Street**

### **2.6.1 Redevelopment - Mooradians & the Matthews Building (S-20 & 21)**

#### **Overview**

Historically, Troy's waterfront was home to large manufacturing and warehousing facilities. Examples of these are the renovated Hedley Park Place and Flannigan Square. They represent successful models of transforming underutilized large floor plate structures for State office use. Mooradians and the Matthews Building represent the logical progression of this model in Troy northward along the Hudson River.

Their massive construction offer substantial structures with fairly open interiors. The open interiors lend them selves to modular furniture and open offices. Redevelopment of this site could provide 250,000-300,000 square feet space. Parking would be provided with a new garage at the Mooradians site.

#### **Development Approach**

The owners are interested in redeveloping this site and would consider making their buildings available for an RFP.

#### **Site Advantages**

A significant advantage of this site is that a large professional population can be accommodated north of Hoosick Street at relatively lower cost. From an architectural and aesthetic standpoint, redevelopment would result in desired adaptive reuse of older warehousing/manufacturing type buildings. One only need look at the successful Hedley Park Place and Flannigan Square redevelopments, and scores of other buildings across the country, to see the value in such reuse efforts.

This general area has also experienced a high degree of redevelopment activity, with the completed renovated Hedley Park Place and Flannigan Square, just north of and adjacent to the Town Dock Marina District, in full operation. Further upscale development is planned across the street from the Town Dock in the form of high end residential units and associated retail and dining.

Like the Clemente site, an office location directly on the Hudson River offers a pleasant environment, views of the River, and a certain degree of prestige as sites bordering the River become less available.

Additionally, ready access to Route 7, and I-787 via Route 7, provides for easy commutability.

#### **Site Summary**

Owner: Mooradians Furniture; and Matthews Sprinkler  
Address: 599 River Street and 621 River Street (west of River Street)

Tax Parcel: 101.22-1-1, 2, 3, 4; 90.78-6-1  
Land Area: 2.05 Acres  
Shape: Rectangular  
Frontage: 400 feet River Street and Hudson River; 224 feet on side  
Topography: Slopes 15 feet to River  
Utilities: Municipal water, sewer, electricity, natural gas, telephone, CAPNET network presently to Flannigan Square, i.e., 300 feet  
Easement: None reported  
Zoning: B-5, Highway Commercial  
Registered Hazardous Waste: No; Phase I required  
Improvements: The property is improved with 2 large riverfront warehouses; Mooradians 75,000 sf & the Matthews Building 100,000 sf., of masonry and wood frame construction. On-site asphalt surface parking for about 60 cars  
Source: Interviews, tax maps, and public information

## **3.0 PARKING AND TRAFFIC ASSESSMENT**

The purpose of the parking and traffic assessment is to identify the parking needs associated with relocating the offices of State agencies from the Harriman State Office Campus to Troy's CBD. This assessment also identifies issues related to the traffic operations of the downtown street network and makes recommendations for parking and operation improvements to support the office relocation needs of the State of New York.

The parking conditions in downtown Troy have been the subject of several studies and reports produced over the past five years. A study completed in 1998 by Transportation Concepts provided an inventory of the on-street and off-street parking facilities within the CBD of Troy<sup>6</sup>, identified the utilization characteristics of the parking supply, and estimated the unmet parking demand. It concluded that the peak parking demand in the CBD was approaching 90 percent of the available capacity and recommended that an additional 550 parking spaces be created to address unmet demand.

Subsequent to this study, a Downtown Parking Development Plan was prepared in 2000<sup>7</sup>. This Plan identified potential strategic locations for new parking facilities to address the parking needs identified in the prior study and to accommodate the future parking needs of a variety of potential commercial redevelopment projects. This Plan would add 1,150 parking spaces to the City's inventory.

The City prepared a status report in 2001 of parking conditions and the steps taken toward implementation of the Parking Plan<sup>8</sup>. The report reviewed the essential aspects of the downtown parking infrastructure, including the physical assets, and issues relating to the administration and maintenance of the public parking supply. Also included within this report is a detailed database of the City's parking meter and lot locations and their corresponding capacity.

The sites identified for State office relocations are generally within the area of these previous studies. The following boundaries define the study area for the parking and traffic evaluations: Sixth Avenue (east), Front Street (west), Federal Street (north), and Division Street (south). Figure 1.1 shows this downtown Troy Study area. Existing parking and traffic operations conditions in this study area were reviewed to identify transportation and parking infrastructure improvements to support development of these sites.

### **3.1 Existing Conditions – Traffic & Parking**

Information about the existing traffic flow patterns and physical characteristics of the roadway system within the study area were gathered from previous studies and from field verification. Traffic volume data were compiled for the weekday morning and afternoon peak hours at 27 intersections. The existing conditions of the roadway system were documented by a field inventory of features that affect roadway capacity, including identification of traffic control devices, pavement widths, on-street parking, lane use, and speed limits.

The supply of on-street and off-street parking was updated from the previous studies from field inventories conducted in July 2003. Parking utilization was also measured from field surveys and spot checks conducted in the same month.

### **3.1.1 Roadway Network**

The street system of downtown Troy consists primarily of one-way streets arranged in a grid network. Roadways surrounding the downtown core are typically two-way. The primary access routes to and from the downtown area are NY Route 7, US Route 4, NY Route 2, and Federal Street. These routes also provide connections to the region's interstate system via I-787. Most of the intersections within the study area are signalized and are operated by an electromechanical, fixed-time controller. Figure 2.1 illustrates the network circulation and traffic signal locations within the study area. Figure 2.2 presents existing morning and afternoon peak hour traffic volumes within the downtown network.

Transportation improvement initiatives within the study area include a proposal to upgrade the traffic signal equipment at intersections within the downtown. This project is listed on the regional Five Year Transportation Improvement Plan (TIP) administered by the Capital District Transportation Committee. This project includes replacing the signals and control equipment and implementing an interconnect system to coordinate the signals. This project will improve traffic flow throughout the downtown area by providing coordinated progressive movement which is adaptive to traffic flow demand. Another initiative is looking at the traffic circulation patterns in the Route 2 corridor and considering options for converting the one-way traffic circulation of Ferry Street to two-way flow.

### **3.1.2 Traffic Operations**

Traffic operations within the study area were analyzed using the procedures described in the 2000 *Highway Capacity Manual* published by the Transportation Research Board. These analyses indicate that the intersections within the study area generally operate at acceptable levels of service (LOS) C or better during the AM and PM peak hours. However, there are three intersections within the study area where the analyses indicate the presence of peak-hour congestion, with levels of service E for either the overall intersection, or for specific intersection approaches. The operations at these locations are described below.

#### **Peak-hour Congestion**

##### **Federal Street & Fourth Street**

This intersection acts as a gateway to downtown Troy from the Green Island Bridge and from Route 4. Federal Street is also a primary corridor for access to major institutions east of the study area, such as RPI and Samaritan Hospital. The geometry of this intersection includes multi-lane approaches, with exclusive left-turn lanes on three of the four legs. The signal operations at this location are more complex than most of the study area intersections, including protected turn phases and vehicle detection using microwave detectors. The overall intersection operation during the AM and PM peak hours is LOS E.

### Federal Street & Sixth Avenue

This intersection is also a focal point for traffic access to the RPI area and for access to the downtown from NY Route 7. This intersection similarly features multi-lane approaches and processes significant peak-hour volumes. The intersection operates on a pre-timed signal with a protected left-turn phase for the eastbound and westbound approaches. The overall intersection operation is LOS D for both the AM and PM peak hours. However, the eastbound and westbound approaches of Federal Street operate at LOS E during the AM peak hour.

### Ferry Street & Fifth Avenue

Ferry Street is NY Route 2 eastbound through the study area. Because of the street network of the city, this street is the only direct access from the CBD to destinations east of Sixth Avenue other than Federal Street. This intersection experiences high volumes with traffic traveling to South Troy (southbound) and along Route 2 (eastbound). It operates at a LOS D in the AM and a LOS C in the PM. The southbound approach operates with a LOS E during the AM peak hour.

### **3.1.3 On-Street Parking**

The current on-street parking supply in the study area is approximately 1,100 spaces, including restricted spaces such as bus stops and loading zones. There are 1,030 spaces available to the public, including handicapped spaces. The most common regulation within the study area is two-hour parking, which constitutes approximately 77 percent of the total supply. A summary of the on-street parking supply is provided in Table 3.1

**Table 3.1  
On-Street Parking Supply**

Street	Section	No Restriction *	Parking Supply						Total
			15 min	20 min	30 min	2 Hour	Rsrvd	ADA	
Seventh Ave	State to Congress					24			24
Sixth Ave	Federal to Congress					56			56
Fifth Ave	Federal to Liberty	19	4			99	5	3	130
Fourth St	Division to Federal	41	6			107		5	159
Third St	Fulton to Division	33				66		3	102
Second St	Division to River	33		2		79		7	121
First St	River to Division	43				41		3	87
River St	Fulton to Congress				3	51		2	56
Grand St	Sixth to Fourth					26			26
Fulton St	Third to Sixth					33			33
Broadway	Sixth to River		15			56		2	73
State St	Front to 7 <sup>th</sup>					63		2	65
Congress St	7 <sup>th</sup> to Front					49		2	51
Ferry St	Third to Fifth	6				16			22
Misc. Alley	Study Area					25			25
<b>TOTAL</b>		<b>175</b>	<b>25</b>	<b>2</b>	<b>3</b>	<b>791</b>	<b>5</b>	<b>29</b>	<b>1030</b>

\*includes spaces that have day and time restrictions but no duration restriction

It is noted that parking is currently prohibited along both sides of Federal Street. Recognizing the existing peak hour congestion on this street and its role as a primary transportation corridor, it is recommended that parking continue to be restricted along Federal Street.

A field survey of current on-street peak parking utilization was conducted on a non-holiday weekday in July 2003 from noon until 4 PM. Spot-checks of on-street parking occupancies during this time period indicate that the average overall occupancy rate throughout the study area is approximately 81 percent. The occupancy rates in the core area of the downtown are generally 85-90 percent. It should be noted that July is not a peak month, and that non-summer months experience greater parking demand. The average occupancy rates of on-street parking in the study area are shown in Table 3.2.

**Table 3.2  
On-Street Parking Average  
Occupancy**

Street	% Occupancy
Sixth Ave	72
Fifth Ave	89
Fourth St	85
Third St	80
Second St	74
First St	81
River St	88
Grand St	87
Fulton St	88
Broadway	87
State St	74
Congress St	72
Ferry St	70
<b>Weighted Average</b>	<b>81</b>

The inventory of existing on-street parking indicates a significant utilization during weekday business hours. Most of this on-street parking is designated for short-term, transient parking (two hours or less). **These conditions indicate that the existing supply of on-street public parking is not sufficient to accommodate increased demand for commuter parking.**

#### **3.1.4 Off-Street Parking**

The current supply of off-street parking has not changed significantly in the study area since the previous studies were conducted. The total off-street parking supply is currently 1404 spaces. Most of this is restricted use by permit to businesses and individuals for a monthly fee. Table 3.3 shows the public off-street parking lots and their capacity. This table also shows the number of spaces committed by lease/permit agreements. As shown in this table, the existing off-street lots are over-subscribed, which is a common industry practice that recognizes variation in daily parking demand.

**Table 3.3  
Off-Street Public Parking Supply**

<b>Facility</b>	<b>Spaces</b>	<b>Spaces Committed</b>
Uncle Sam Parking Garage	534	595
State Street Garage	193	247
First Street Lot	58	51
Taylor Lot	43	0
Upper Ramp	139	182
Lower Ramp	77	76
Quayside Lot	55	10
Weiss Lot (half private, half public)	22	15
Monument Square	39	71
Congress Street Lot	38	50
Fourth Street Lot	27	31
Green Island Bridge Lot	113	224
<b>Total</b>	<b>1404</b>	<b>1552</b>

The City is presently constructing a new parking garage on Fifth Avenue as part of the implementation of its Downtown Parking Plan. This structure will have a capacity of 310 spaces and is anticipated to be placed in service in late 2003. This parking facility replaces a 59-space surface parking lot on the site, producing a net gain of 251 parking spaces. Private-sector expansion of the Uncle Sam parking garage is also underway, which will add another level to the garage and will increase its inventory by approximately 100 spaces. Both of these projects are designed to help address current demand for leased/permit parking in the City. They will not create sufficient reserve parking capacity to support new development in the downtown or to address the unmet demand for general public parking. Figure 2.3 locates the existing off-street parking facilities.

A field survey consisting of spot-checks during the morning and afternoon peak parking periods of 10 AM to noon and 1:30 PM to 3:30 PM was conducted on a non-holiday weekday in July 2003 (non-peak season) to determine current parking occupancy characteristics. The results of the occupancy checks can be seen in Table 3.4.

**Table 3.4  
Off-Street Public Parking Occupancy**

Facility	% Occupancy	
	AM	PM
Uncle Sam Parking Garage	85	83
State Street Garage	71	73
First Street Lot	65	74
Taylor Lot	49	50
Upper Ramp	73	77
Lower Ramp	55	55
Quayside Lot	50	45
Weiss Lot	41	52
Monument Square	69	n/a
Congress Street Lot	34	28
Fourth Street Lot	35	35
<b>Weighted Average</b>	<b>72</b>	<b>72</b>

The results of the field survey indicate that the occupancy rates are generally lower than those reported in 1998. Factors that are likely to have contributed to this observation include the seasonal effect of summer vacations and summer terms at the City’s colleges. The leasing arrangements for spaces in these parking facilities indicate that **the existing and pending supply of off-street public parking is not sufficient to accommodate increased demand for commuter parking.**

### **3.1.5 Structural Evaluation**

There are currently three public parking garages located along Front Street within the study area. The structural conditions of these facilities were evaluated by a walkthrough visual inspection. The following is a summary of the observations and recommendations from this visual assessment.

#### **State Street Parking Garage**

The State Street Parking Garage is a multi-story structure consisting of pre-cast concrete plank spanning to steel beams and columns. This garage is in overall good condition, however, there are many areas of minor spalling and delaminating concrete on both the underside and topside of the parking deck. There is a possibility that the delaminating concrete on the underside of the deck could fall, posing a safety hazard to pedestrians or cars in the garage. The minor deterioration observed does not pose an immediate structural hazard, however **the concrete and reinforcing steel will continue to deteriorate if not repaired.** The steel framing is in very good condition with only minor surface corrosion. It is recommended that the State Street Parking Garage be considered a viable source of parking for the City of Troy but it is also recommended that the spalling and delaminating concrete be repaired before it deteriorates further.

### **Troy City Hall Parking Garage**

The Troy City Hall Parking Garage is a two-way concrete waffle slab structure with a cast-in-place concrete access ramp from River Street to the second level. Currently the access ramp and second level are closed to vehicle traffic due to severe deterioration of the ramp and waffle slab structure. As was Stated in a Ryan-Biggs Associates letter dated June 12, 2002, the structures have reached the end of their service life, are unsafe to use, and should be demolished. It is not recommended that the Troy City Hall Parking Garage be considered a viable source of parking for the City of Troy.

### **Front Street Parking Garage**

The Front Street Parking Garage is a single story structure (ground level and one elevated parking level) consisting of a cast-in-place concrete slab on metal deck spanning to steel beams and columns. The elevated parking level is severely deteriorated. There are many areas of spalling concrete with exposed reinforcement on the top side of the parking deck. Many areas of the metal deck and concrete on the underside of the deck are also severely deteriorated. Several of the floor beams supporting the concrete slab are so severely deteriorated that new steel beams have been added alongside them. The steel girders and columns that support the floor beams appear to be in good condition. It is our opinion that this structure is near the end of its service life. It may be possible however to demolish the parking deck, leaving the girders and columns in place, and replace it with a new deck and floor beams. Before determining if the Front Street Parking Garage should be considered a viable source of parking, it is recommended that further investigation and analysis of the structure be performed.

## **3.2 Office Site Alternatives**

Section 2 of this report identifies three general areas, with seven specific sites, as potential locations for development of office facilities to accommodate the relocation of State agencies to Troy: the Central Business District, the Working Waterfront, and a third area outside the primary study area north of Hoosick Street.

The parking assessment more particularly focuses on the parking requirements to support State office relocations in the CBD, Working Waterfront, and north-of-Hoosick areas, sites that can accommodate facilities ranging from 250,000 square feet to 500,000 square feet. The viability of these site areas is predicated on the ability to provide sufficient parking within generally prescribed distances from State offices.

### **3.2.1 Central Business District**

The CBD contains the following potential development sites: Redeveloped Troy Atrium, Redeveloped Best Western, Addition to the EOC, and New Development at Congress-Ferry Streets and Sixth-Eighth Streets. These sites have the potential for development of 350,000 to 500,000 square feet of office space each.

### 3.2.2 Working Waterfront Area

The Working Waterfront Area includes two potential development sites: Old Brick and Clemente (Callanan Industries). These sites have the potential for approximately 200,000 to 500,000 square feet of office space.

### 3.2.3 North of Hoosick Street

North of Hoosick includes the Mooradians/Matthews building site. It has the potential for 250,000 to 300,000 square feet of office space.

## 3.3 Parking Needs Assessment

### 3.3.1 State Agencies

The parking demands associated with the relocation of State offices will vary by the specific program and operations of the agency. For the purposes of this study, parking requirements have been based on a general industry standard of 2.6 parking spaces per 1,000 square-foot of office space. This standard is lower than the 3 spaces per 1,000 square feet that is typically found in suburban office parks, and reflects the greater multi-modal accessibility of these downtown sites, such as by public transit. The 2.6 space per 1,000 square feet ratio is also comparable to standards used for recent assessments of State employee parking needs in the cities of Albany and Schenectady. Table 3.5 shows the estimated parking demand for potential State office locations.

Table 3.5  
Parking Demand for Potential State Office Development

Site Location	Office Space (square-feet)	Parking Demand (spaces)
Central Business District	350,000	910
	400,000	1040
	500,000	1300
Working Waterfront	400,000	1040
	500,000	1300
North of Hoosick	250,000	650
	300,000	780

### 3.3.2 Other Demand

Other potential redevelopment in the downtown will also create demand for new parking facilities. The adaptive reuse of the Gurley, Proctor, Stanley, Hendrick Hudson, the Arts Center (ACCR), and Rice buildings could cumulatively generate demand for approximately 600 new parking spaces. The parking demand associated with redevelopment of these sites was included in the future needs assessment of the *Downtown Parking Development Plan*.

### 3.3.3 New Parking Facilities

#### Downtown Parking Development Plan

The *Downtown Parking Development Plan* outlined a plan to create 1,150 parking spaces to meet unmet current demand of 550 spaces and the 600 spaces to serve the redevelopment of the office sites described above. This plan identified five locations for additional parking, three of which are structures and two that are surface lots. The locations of these facilities considered factors such as potential site availability and walking distances from these sites to activity centers and potential office buildings. The locations of these potential parking facilities are shown in Figure 4.0 and described in Table 3.6.

**Table 3.6  
Downtown Parking Development Plan  
Off-Street Parking Facilities**

Facility Location	Type of Facility	Capacity	Status
Fifth Avenue between Broadway & State Street	Structure	300 spaces	Under Construction
Ferry Street at Third Street	Structure	400 spaces	Conceptual
First Street: between River Street and State Street	Structure	150 spaces	Conceptual
Ferry Street between Fifth Avenue and Sixth Avenue	Surface Lot	120 spaces	Conceptual
Fulton Street near Sixth Avenue	Surface lot	180 spaces	Conceptual

The City has initiated the implementation of the *Downtown Parking Plan* with the construction of a new parking structure at the Fifth Avenue site between Broadway and State Street, behind Proctor's Theater. This garage is currently under construction and has an anticipated opening in late 2003. It will have a total capacity of 310 spaces, which is a net increase of 151 from the 59 spaces that were provided there in a surface lot. The spaces in this facility will likely be used by existing businesses and are not considered by the City to be available for addressing the City's long-range parking need associated with a major new State tenant..

The First Street site is a small parcel that currently serves as a surface parking lot with a capacity of 50 spaces. The plan envisions this site to accommodate 150 parking spaces in a three-level garage. The estimated cost for constructing this structure is \$2.5 million. This equates to a net cost of \$25,000 per new space when considering that only 100 new spaces would be provided in this concept. This cost may make this site economically impractical to implement.

The total cost for construction of the Downtown Parking Plan was estimated to be \$13.8 million. The plan's estimated average cost for parking spaces was \$15,000 per space in parking structures and \$3,500 per space in surface lots. These costs are generally comparable to recent budget

estimates for other parking structures in the Capital Region. Based on this, it is concluded that the \$13.8 million budget figure for the City's downtown parking plan is still applicable.

### **Parking Sites for New State Offices**

Based upon the conditions of the existing on-street and off-street parking, it is concluded that the existing and planned downtown parking supply do not have the capacity to accommodate the day-long commuter parking requirements for new potential State office development(s). It is therefore recommended that additional parking facilities be provided to accommodate the parking needs for these State offices. State requirements for parking supply stipulate that these parking facilities be located within 1,000 feet walking distance of the State offices. Because the parking sites included in the *Downtown Parking Plan* are located more than this distance from the identified potential State office sites, additional locations for State employee parking are recommended. As discussed previously, it is estimated that the relocation of State agencies to downtown Troy will require the provision of 1300 parking spaces for every 500,000 square feet of office space

The identified sites for parking facilities to support the potential State office sites, which are shown in relation to the downtown area in Figure 4.1, are:

- Working Waterfront Parking Site
- Escarpment Parking Site
- Front Street Parking Site
- Mooradian Parking Site

#### **Working Waterfront Parking Site**

This site includes two potential locations for parking structures to support the Old Brick and Clemente office site alternatives. One is the Levonian parcel, which is at the northwest quadrant of the intersection of River Street and Adams Street. A structure at this location is estimated to require nine parking levels to provide 1,300 parking spaces. Another potential location for parking to service a State office at this site is on a current 170-space surface lot on the Russell Sage College campus, at the northeast quadrant of the intersection of River Street and Liberty Street. Providing 1,300 parking spaces at this site, the structure would require six parking levels. A seventh level would also be necessary to maintain the parking for the college. These parking layouts are shown on Figure 4.2. Another option would be to use both parking sites, with fewer levels in each garage, to provide the 1300 new spaces. In either case, use of the Russell Sage parking site would require arrangements for the shared use of the parking facility between the College and the State.

#### **Escarpment Parking Site**

This area is the largest area identified to provide parking for State offices. The total potential parking capacity identified for this area is approximately 2,650 parking spaces. A parking facility in this area could support development a three of the four CBD office locations. They are the Best Western, EOC, and Congress-Ferry/Sixth-Eighth Street sites. The primary site option is located on the east side of the study area along Eighth Street, between Fulton Street and Congress Street and is shown in Figure 4.3. This structure could provide 2,150 parking spaces on

six levels. A structure at this site could take advantage of the elevation difference between Sixth Avenue and Eighth Street to provide access from two levels of the structure. The close proximity of this site to the RPI campus could also provide mutual benefit for event-based parking needs and to enhance the pedestrian accessibility between the campus and downtown which is challenged by the existing steep terrain. Ground-level retail opportunities may also exist for this site. The Congress-Ferry/Sixth-Eighth office site location could also accommodate 400 to 500 parking spaces in a facility connected to the office building. This concept is shown on Figure 4.4

It is noted that the Escarpment site would occupy the existing surface parking lot for the Rensselaer County offices. This surface lot has a capacity of approximately 125 spaces. However, the potential capacity created by a parking garage at this site would provide ample reserve to provide for these lost spaces. It is also noted that the general area of these two parking sites were also identified in the City's *Downtown Parking Plan* as sites for two surface parking lots with a combined capacity of 300 spaces. The 2,650 spaces potentially available in the two parking garages in this alternative provide sufficient reserve capacity to accommodate these parking spaces. This alternative would also provide additional reserve capacity for public parking for visitors to the downtown, and particularly to the State and County offices.

#### Front Street Site

Parking for a redeveloped Troy Atrium in the CBD would be provided in three separate facilities: a reconstructed Front Street Garage, an additional parking level on the existing Uncle Sam Parking Garage, and a new parking facility incorporated into the State office building site of the Atrium.

As identified in the structural assessment, the existing Front Street parking facility is near the end of its service life. The demolition of this structure and construction of a new facility could provide up to a total of 900 parking spaces on six levels, a net increase of 686 spaces from its current capacity. Due to its proximity to the Hudson River and Riverfront Park, maximum development to 900 spaces is not deemed feasible from an aesthetic standpoint. A more likely scenario would be to replace the current single deck.

In this concept, the ground-level footprint of the structure would be reduced from its current dimension, and the upper levels would be cantilevered over Front Street. This concept is illustrated on Figure 4.5. Access to the ground level would be provided from Front Street, while the upper levels would be accessed from River Street. This is similar to the way the current facility is accessed. A logistical consideration for replacement of this structure will be identifying spaces to accommodate the displacement of the existing 215 parking spaces during construction. The remaining spaces required to support a 400,000 square-foot Office development near the site could be provided by an additional parking level on the existing Uncle Sam Parking Garage (150+/- spaces) and by a new parking facility (465 +/- spaces) incorporated into a redeveloped Atrium Site.

#### Mooradians Parking Site

Parking for a State office at the Mooradians/Matthews Building site, would be provided on site. The parcel configuration of this site indicates that an eight-level parking structure would be required to provide the necessary parking to support the potential 250,000 to 300,000 square feet

of State office space at this site. This is not considered to be a feasible alternative due to a variety of factors including cost, functional requirements and visual impacts. This concept is shown on Figure 4.6.

### **Other Parking Sites Considered**

Two other parking alternative sites were also considered to support State office development in the study area. The first of these is the Courthouse parking site at Ferry Street and Third Street. This site is included in the general *Downtown Parking Plan*. The concept for this parking facility is to occupy the existing surface parking on the northwest and southwest quadrants of the intersection, with upper levels spanning across Ferry Street. This concept is shown on Figure 4.7. As identified in the City's parking plan, this structure would provide 450 spaces on three levels, which is a net gain of 300 spaces. Each upper level of the garage can accommodate approximately 170 spaces. To provide additional parking for support of State offices at this location would require a sizable structure with as many as five additional levels. This parking location is also marginally at the 1,000-foot distance from the Escarpment office site and exceeds this maximum distance to the other sites. For these reasons, this site is not considered to be feasible for supporting the relocation of State offices to the downtown.

Another site considered for State offices and the attendant parking is the Mooradians site, located on the west side of River Street, between Jay Street and Rensselaer Street. The parcel configuration of this site indicates that a 15-level parking structure would be required to provide the necessary parking to support 500,000 square feet of State office space. This is not considered to be a feasible alternative due to a variety of factors including cost, functional requirements and visual impacts. This concept is shown on Figure 4.7.

## **3.4 Parking Site Impacts**

### **3.4.1 Trip Distribution**

In order to determine the travel patterns of trips generated by the State office buildings, the existing traffic volumes and circulation were reviewed. The primary access and egress points to the CBD area are Route 2 via the Congress Street (Troy-Watervliet) Bridge, Route 4 (Fourth Street northbound, River Street/Third Street southbound), Congress Street, Federal Street (carrying traffic to and from I-787 via the Green Island Bridge), and Sixth Avenue (traffic to and from Route 7). The existing traffic distribution can be seen in Table 3.7 and illustrated in Figure 5.1.

**Table 3.7  
Estimated Trip Distribution  
Patterns**

Roadway	Distribution
Federal St	22%
River St	10%
Sixth Ave	18%
Congress St	24%
Fourth St	12%
Route 2	14%
<b>TOTAL</b>	<b>100%</b>

As shown above, 22 percent of the traffic entering and exiting the CBD travels on the Green Island Bridge to access I-787. River Street (Route 4) to the north of the CBD carries 10 percent of the traffic and Fourth Street (Route 4) to the south of the CBD carries 12 percent of the traffic. Congress Street provides access for 24 percent of the traffic to the CBD and Sixth Avenue carries 18 percent, much of which arrives and departs via Route 7. Route 2 (Congress Street Bridge), which becomes Ferry Street in the eastbound direction as it enters the CBD, is estimated to transport 14 percent of the traffic.

In the case of the East site, which will also have an access point on Eighth Street, the existing distribution was adjusted to include traffic accessing Eighth Street from the north and south. For the South site, the traffic distributions were adjusted to account for the likelihood that traffic that would normally enter the CBD from I-787 via the Green Island Bridge or Route 7 would now exit I-787 in Watervliet and enter the CBD via the Congress Street Bridge (Route 2).

### **3.4.2 Trip Generation**

The estimated peak hour trips generated by the parking facilities were derived from observed traffic generated at an existing State-employee parking garage in downtown Albany. This data collection concluded that the parking facility generated 0.437 trips per parking space in the AM peak hour (99 percent entering, 1 percent exiting) and 0.435 trips per parking space in the PM peak hour (3 percent entering, 97 percent exiting). The estimated trips generated by the proposed site alternatives are shown in Table 3.8.

**Table 3.8  
Estimated Peak Hour Trip Generation**

Site Alternative	AM Peak Hour			PM Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total
Working Waterfront 500,000 SF, 1300 spaces	565	5	<b>570</b>	15	550	<b>565</b>
Front Street 400,000 SF, 1040 spaces	450	5	<b>455</b>	10	440	<b>450</b>
Escarpment 500,000 SF, 1300 spaces	565	5	<b>570</b>	15	550	<b>565</b>

Figures 5.2 through 5.7 illustrate the expected access and egress routes that vehicles will travel in relation to parking sites supporting the corresponding State office site. In addition to the travel routes, these figures also display the generated trips corresponding to the route.

### **3.4.3 Intersection Capacity**

Analyses of the peak hour operating conditions within the study area indicate that traffic will generally continue to operate at acceptable LOS with the new trips generated by the relocation of State offices to downtown Troy. However, this traffic will exacerbate the existing peak-hour congestion noted at the following three intersections:

Federal Street and Fourth Street  
Federal Street and Sixth Avenue  
Ferry Street and Fifth Avenue

The impacts of the development traffic on the operations at these intersections are described below.

#### **Federal Street & Fourth Street**

The location of State offices at the Working Waterfront site is estimated to add approximately 35 trips to the eastbound approach in the AM, 50 trips to the westbound approach in the AM, 110 trips to the northbound approach in the PM, and 30 trips to the southbound approach in the AM. The overall LOS worsens from a LOS E to a LOS F during the AM peak hour, with the eastbound approach changing from a LOS E to a LOS F.

The location of State offices at the Front Street site is estimated to add approximately 100 trips to the eastbound approach in the AM, 80 trips to the westbound approach in the AM, 220 trips to the northbound approach in the PM, and 45 trips to the southbound approach in the AM. The overall LOS worsens from a LOS E to a LOS F during the AM peak hour, with the eastbound approach going from a LOS E to a LOS F. During the PM peak, the northbound approach worsens from a LOS D to a LOS F.

The location of State offices at the Escarpment site is estimated to add approximately 110 trips to the eastbound approach in the AM, 165 trips to the westbound approach in the PM, and 60 trips to the southbound approach in the AM. The overall LOS worsens from a LOS E to a LOS F during the AM peak hour, with the eastbound approach going from a LOS E to a LOS F.

#### **Federal Street & Sixth Avenue**

The location of State offices at the Working Waterfront site is estimated to add approximately 50 trips to the southbound approach in the AM and 50 trips to the eastbound approach in the PM. The overall LOS and approach LOS remain the same as the existing conditions.

The location of State offices at the Front Street site is estimated to add approximately 80 trips to the southbound approach in the AM and 80 trips to the eastbound approach in the PM. The overall LOS and approach LOS remain the same as the existing conditions.

The location of State offices at the Escarpment site is estimated to add approximately 90 trips to the southbound approach in the AM, 170 trips to the eastbound approach in the AM, and 250 trips to the northbound approach in the PM. The overall LOS worsens from a LOS D to LOS E in both the AM and PM, with the eastbound approach going from a LOS E to LOS F in the AM and the northbound approach going from a LOS D to a LOS F in the PM.

### **Ferry Street & Fifth Avenue**

The location of State offices at the Working Waterfront site is estimated to add approximately 65 trips to the eastbound approach in the PM. The overall LOS and approach LOS remain the same as the existing conditions.

The location of State offices at the Front Street site is estimated to add approximately 105 trips to the eastbound approach in the PM. The overall LOS and approach LOS remain the same as the existing conditions.

The location of State offices at the Escarpment site is not estimated to add significant trips to the intersection and, therefore, does not change the operating LOS.

### **Recommended Improvements**

Improvements of the traffic signal control at these locations are recommended to mitigate the impacts of the traffic generated by the State office relocations to downtown Troy. These improvements include implementing signal timing adjustments at the intersection of Federal Street and Fourth Street to reallocate greentime to reflect the change in traffic flow distributions during peak hours. This improvement will provide an overall intersection LOS C during the AM peak hour. The operations during the PM peak hour will be LOS D for all approaches except the southbound approach, which will operate at LOS E. The overall intersection operates at a LOS E during this peak hour conditions as a result, which is the same as existing.

Recommended improvements at the intersection of Federal Street and Sixth Avenue include a replacement of the signal control equipment to provide vehicle detection for actuated traffic operations. This improvement may also require replacement of the signal controller and ancillary signal infrastructure. The operations of this intersection with these improvements will be LOS C during the AM and PM peak hours.

Traffic signal improvements at the intersection of Ferry Street and Fifth Avenue are included in the Regional Transportation Improvement Plan to include providing vehicle detection and coordination. Traffic flow in this area is also being looked at by others to determine the benefits of providing two-way traffic flow in this corridor. No additional improvements are recommended at this intersection to mitigate the impacts of traffic generated by the relocation of State offices.

It is noted that site-specific traffic control and/or geometric improvements may be required to provide for access and egress to the parking garage access. These requirements are to be identified as part of the detailed site investigation and design.

### **3.5 Parking Site Alternatives Evaluation**

#### **3.5.1 Working Waterfront Parking Site**

The Working Waterfront area has advantages due to its close proximity to Route 2. The site is accessed easily from the Congress Street Bridge without traveling through a traffic signal. It is assumed that some of the traffic that would normally arrive in downtown Troy from the Green Island Bridge and Route 7 would instead use the Watervliet exit of I-787 and arrive to the site via Route 2, decreasing the new trips throughout the CBD street network. From the conducted capacity analysis, the intersection of Federal Street and Fourth Street is the only one affected by the generated site trips. Mitigation measures can be implemented at this intersection by increasing the allotted green time for the eastbound approach.

#### **3.5.2 Escarpment Area**

The Escarpment site located in the area of Congress Street and Seventh Avenue has an advantage in terms of its potential parking facility. There is an area between Sixth Avenue and Eighth Street that could accommodate at least 1,000 parking spaces. A parking structure built in this area would have potential access from both Sixth Avenue and Eighth Street, drawing traffic from the major corridors in the area such as Route 7 and Route 2. The location of this site would provide a connection to eastern sections of Troy and further draw pedestrians from “the hill” (east of the study area) to the CBD area. Traffic generated by this site could potentially affect the operation of the intersection on Federal Street.

#### **3.5.3 Front Street Site**

The Front Street site located in the vicinity of the Atrium and Uncle Sam Garage is easily accessed from the Route 4 corridor and from the Green Island Bridge. Its study area impacts remain at the intersection of Federal Street and Fourth Street. These can be mitigated by adjusting the signal timings to allow for a longer green time in the eastbound and northbound directions.

### **3.6 Cost Estimates**

The estimated costs for construction of the parking facilities for each alternative State office site are summarized in Table 3.9. These costs represent planning level estimates based on similar projects in the Capital District Region.

**Table 3.9  
Parking Structure Estimated Construction Costs**

Site Reference	Parking Structure Location	Number of Levels	Number of Spaces	Unit Cost Per Space	Total Construction Cost
Working	Levonian	9	1300	\$13,500	\$17,550,000
Waterfront	Russell Sage	6	1300	\$13,500	\$17,550,000
CBD	Front Street	6	900	\$14,000	\$12,600,000
CBD	Atrium	3	400	\$14,000	\$5,600,000
CBD	Escarpment	6	2150	\$14,500	\$31,175,000
CBD	Ahern, Ferry & Sixth Ave	3	500	\$13,500	\$6,750,000
North of Hoosick	Mooradians River St & Jay St	8	675	\$15,000	\$10,125,000

*Note: Unit prices based upon recent estimates for similar structures in the Capital District*

### **3.7 Parking Management**

The Troy Parking Authority was created by resolution of the City in 1999. The Authority was empowered to issue bonds for the purpose of funding construction of public parking in the City. As constituted, the Parking Authority is not involved in the administration, operation or maintenance of the City’s parking facilities. Since the parking bonds have been retired, the Authority has been de-activated per the conditions of Title 8, Section 1569-u, *Termination of the Authority*, of the enabling legislation.

The management of Troy’s public on-street and off-street parking is handled by several different departments, including the Engineering Department, Planning Department, and Police Department. As noted in Troy’s Parking Management System Report, this current approach reduces the overall effectiveness of the parking program and is not conducive to supporting planning for support of redevelopment efforts. It is recommended that the organizational structure of the City’s parking program be reviewed by an appointed body of stakeholders to consider roles and responsibilities for the long-term planning and management of the City’s parking resources. This may also consider a stronger role of the Parking Authority in management, operations, and planning functions of the parking program.

## ENDNOTES

- <sup>1</sup> *Redevelopment Strategy for the Harriman Office Campus*; Hamilton, Rabinovitz, & Alschuler, Inc./Vollmer Associates for NYS Office of General Services (February 2002).
- <sup>2</sup> *The Ferry-Congress Street Corridor Mixed-Use Redevelopment Initiative, Stakeholders' Discussion Handbook*; City of Troy (2003).
- <sup>3</sup> *The South Troy Working Waterfront Plan*; City of Troy (February 2001).
- <sup>4</sup> *Report on the 2002 Downtown Troy Survey*; Troy Business Association (Summer 2002).
- <sup>5</sup> *Broadway Corridor Plan*; The Broadway Plan Association (1996).
- <sup>6</sup> *The State of Parking in the Central Business District, Troy, New York*; Transportation Concepts and the Laberge Group (December 1998).
- <sup>7</sup> *City of Troy Downtown Parking Development Plan*; Transportation Concepts (March 29, 2000).
- <sup>8</sup> *Parking Management System Report*; City of Troy Department of Engineering (September 2001).



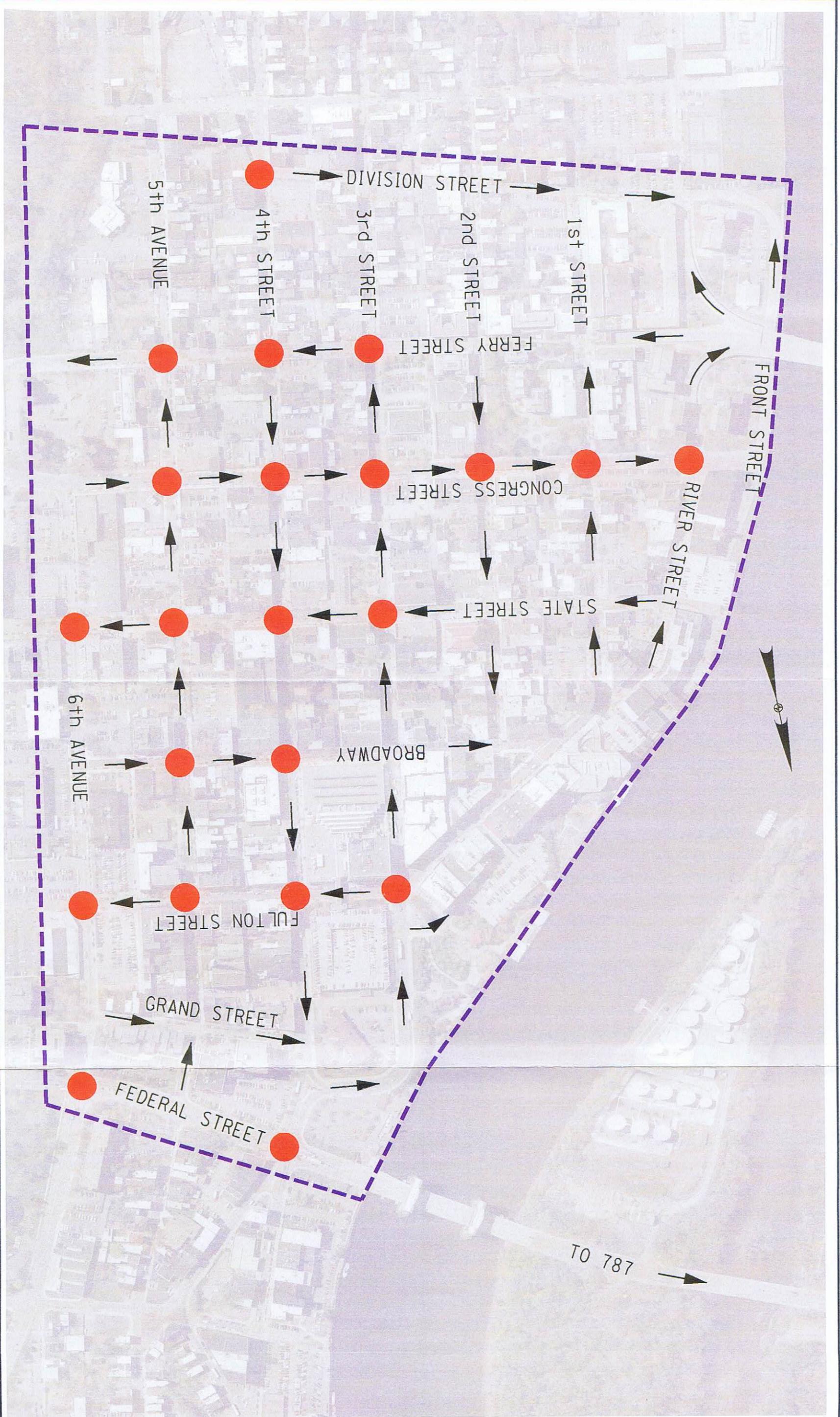

  
 STUDY AREA BOUNDARY

**CHA** CLOUGH, HARBOUR & ASSOCIATES  
ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS  
III WINNERS CIRCLE ALBANY, NEW YORK, 12205

CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 STUDY AREA

FIGURE NO. 1.1

SCALE:



 TRAFFIC SIGNAL  
 ONE-WAY

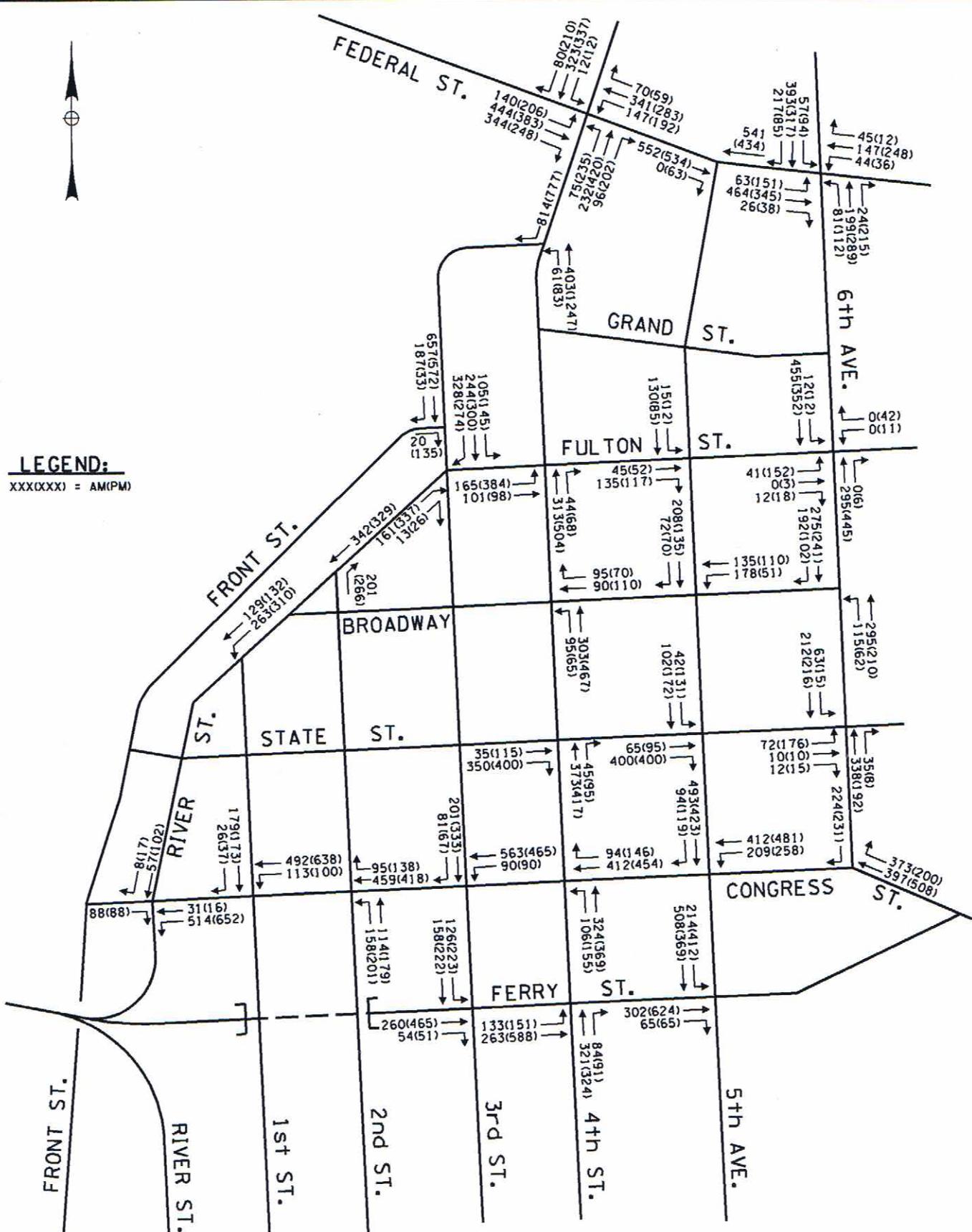
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 FIGURE NO. 2.1  
 SCALE:

CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 DOWNTOWN STREET NETWORK



**LEGEND:**  
 XXX(XXX) = AM(PM)



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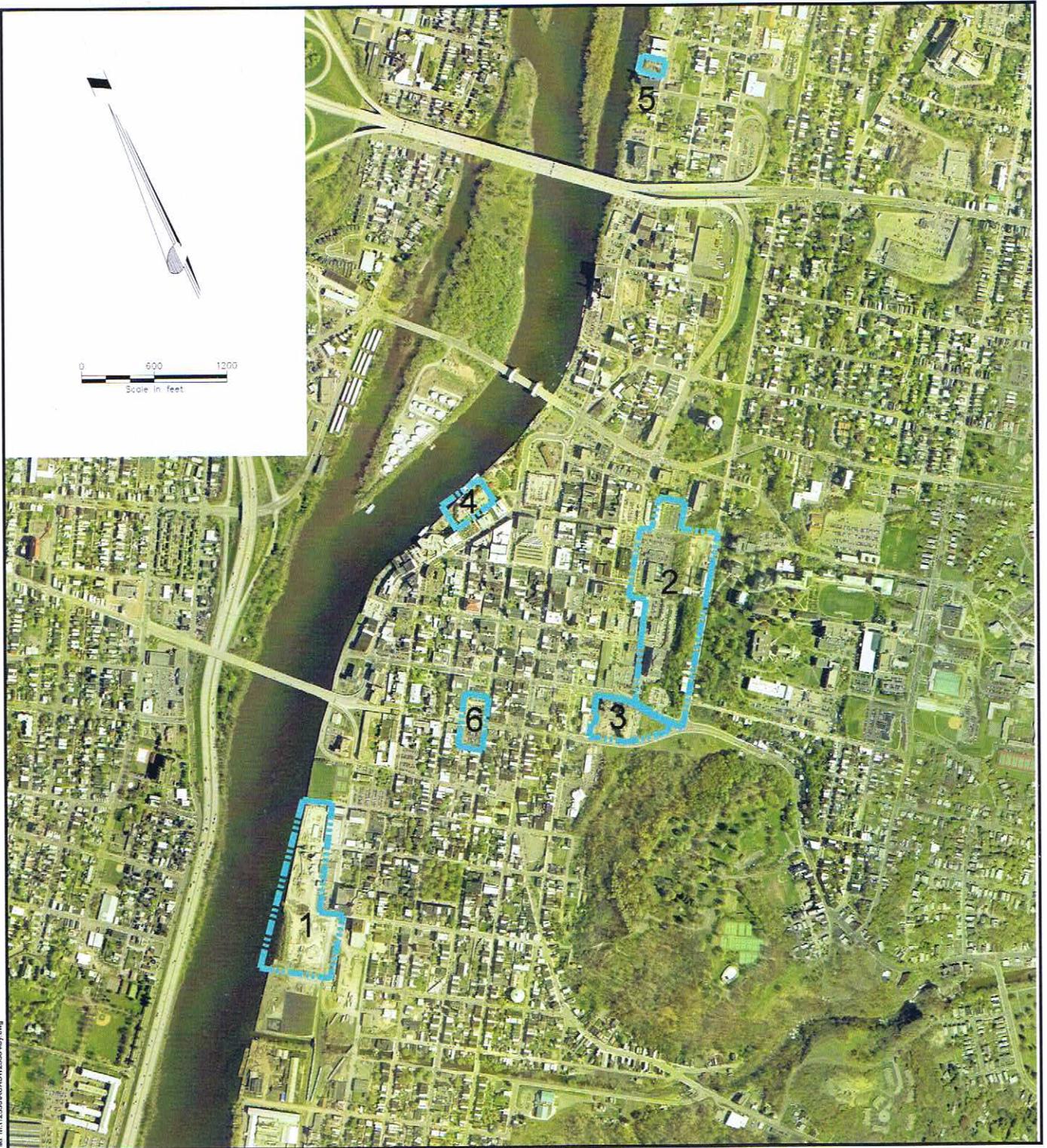
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CITY OF TROY  
 DOWNTOWN PARKING STUDY

EXISTING PEAK HOUR  
 TRAFFIC VOLUMES

FIGURE NO. 2.2

SCALE: N.T.S.



**SITE LOCATIONS**

- |  |   |
|--|---|
| 1. WORKING WATERFRONT GARAGE – SEE FIGURE 4.2                  | 4. FRONT STREET GARAGE – SEE FIGURE 4.5 |
| 2. ESCARPMENT GARAGE – SEE FIGURE 4.3                          | 5. MOORADIANS GARAGE – SEE FIGURE 4.6   |
| 3. NEW CONSTRUCTION AHREN, FERRY & 6TH GARAGE – SEE FIGURE 4.4 | 6. COURT HOUSE GARAGE – SEE FIGURE 4.7  |



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**CITY OF TROY  
DOWNTOWN PARKING STUDY**

**SITE LOCATION MAP**

AUGUST 2003

FIGURE: 4.1



STRUCTURE  
 SURFACE

STUDY AREA BOUNDARY

**CHA** CLOUGH, HARBOUR & ASSOCIATES  
GOVERNMENT ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS III WINNERS CIRCLE ALBANY, NEW YORK, 12205  
 FIGURE NO. 2.3

CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 EXISTING PUBLIC OFF-STREET PARKING FACILITIES

SCALE:

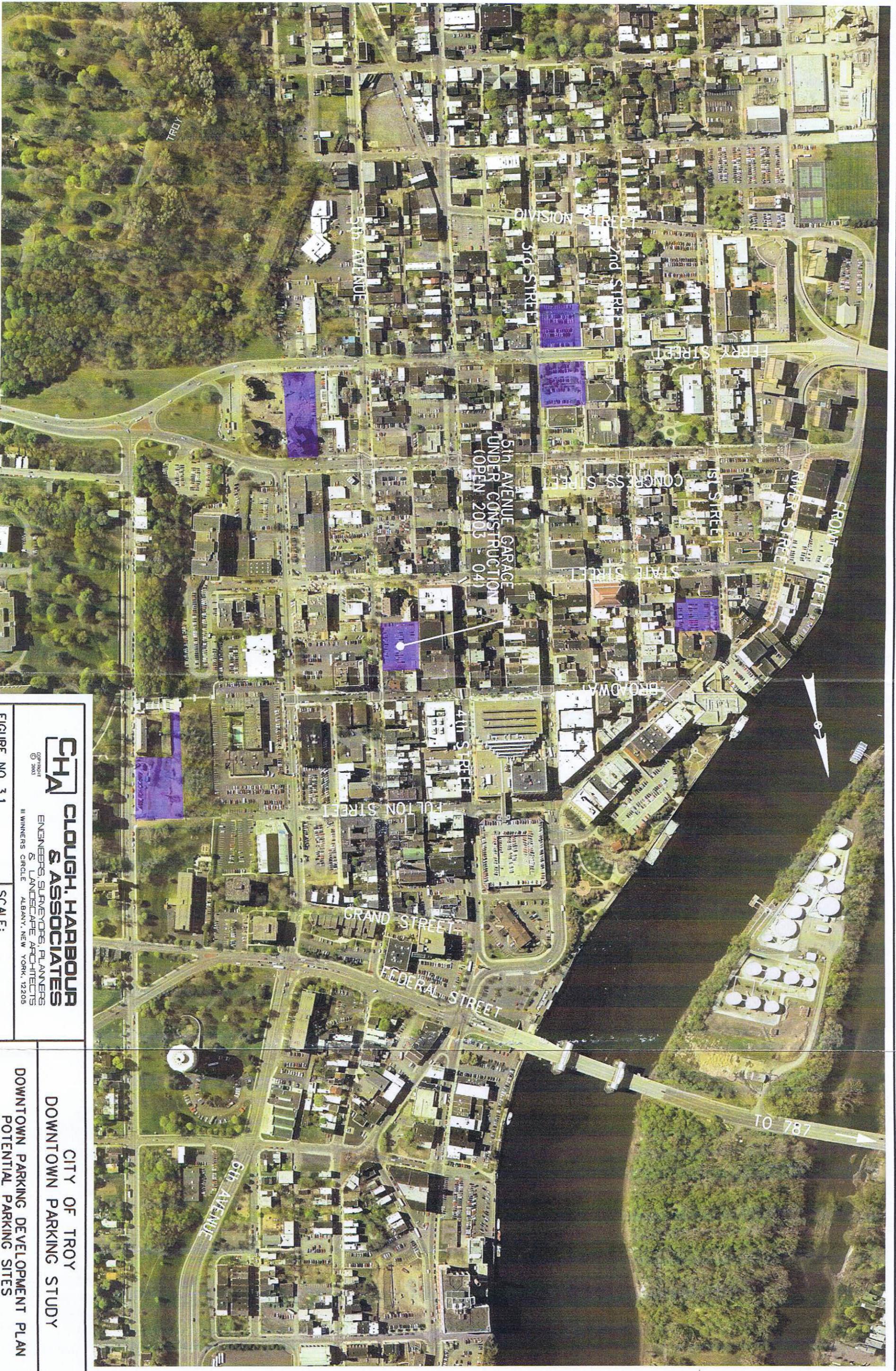


FIGURE NO. 3.1

SCALE:

**CHA** CLOUGH, HARBOUR & ASSOCIATES  
ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS  
111 WINNERS CIRCLE ALBANY, NEW YORK, 12205

CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 DOWNTOWN PARKING DEVELOPMENT PLAN  
 POTENTIAL PARKING SITES



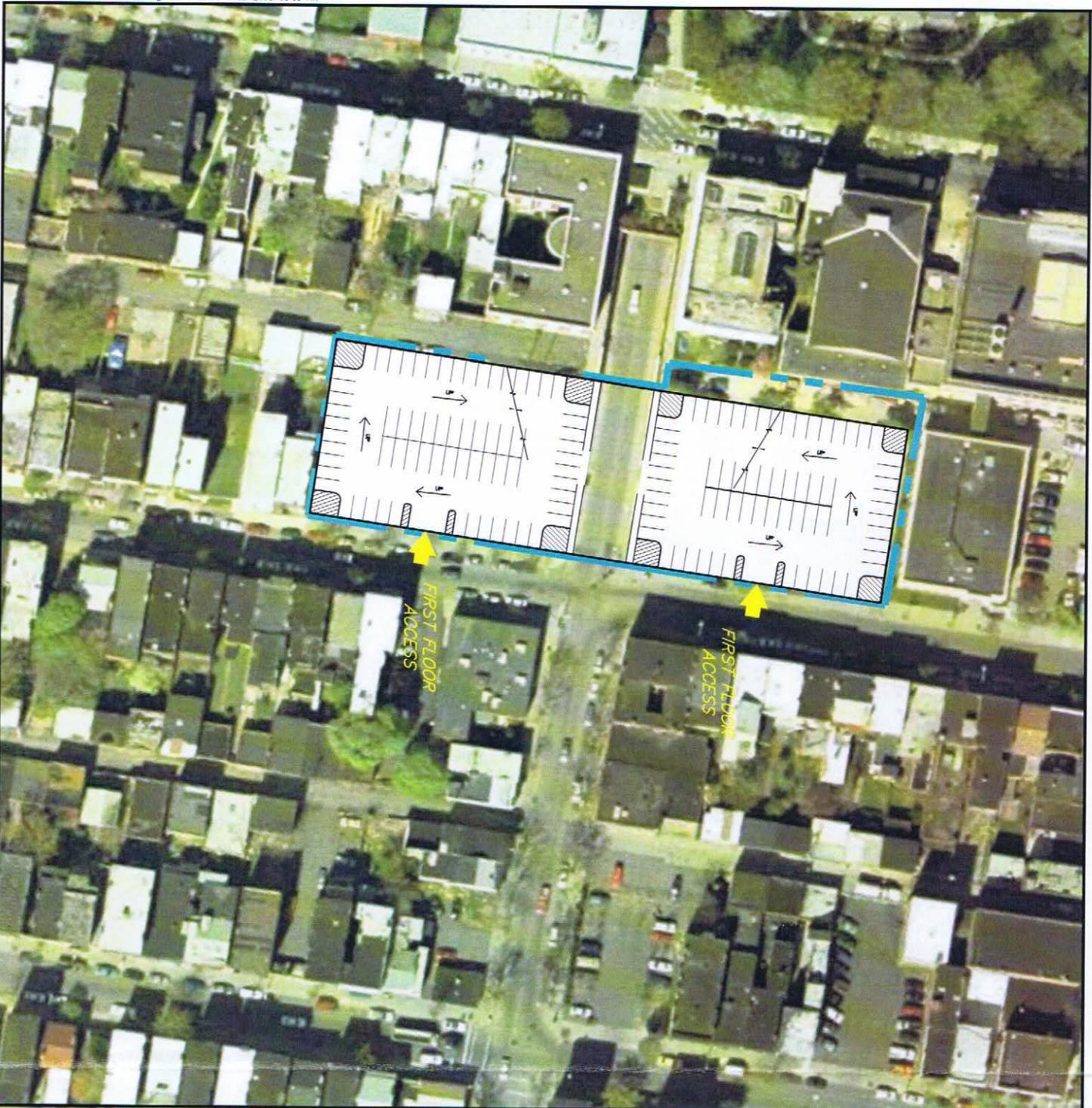
**CHA** CLOUGH, HARBOUR & ASSOCIATES  
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 ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS  
 111 WINNERS CIRCLE ALBANY, NEW YORK, 12205

CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 DOWNTOWN PARKING DEVELOPMENT PLAN  
 POTENTIAL PARKING SITES

FIGURE NO. 4.0

SCALE:

**PARKING GARAGE - 1ST FLOOR**  
- 130± spaces  
- 23,100± SF footprint



**PARKING GARAGE - 2ND & 3RD FLOORS**  
- 170± spaces each  
- 51,900± SF footprint  
- TOTAL SPACES = 450± spaces



SCALE IN FEET



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ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS  
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III WINNERS CIRCLE - ALBANY, NEW YORK - 12205  
518-453-4500

AUGUST 2003

FIGURE: 4.6

CITY OF TROY  
DOWNTOWN PARKING STUDY  
COURT HOUSE GARAGE

**FOR SALE/LEASE**  
701 River Street



**Description**

100,000 SF  
Five-Story Former Factory  
Rear Loading Docks  
Freight Elevator

**Location**

701 River Street

**Zoning**

B-5 Highway Commercial

**Listing Agent**

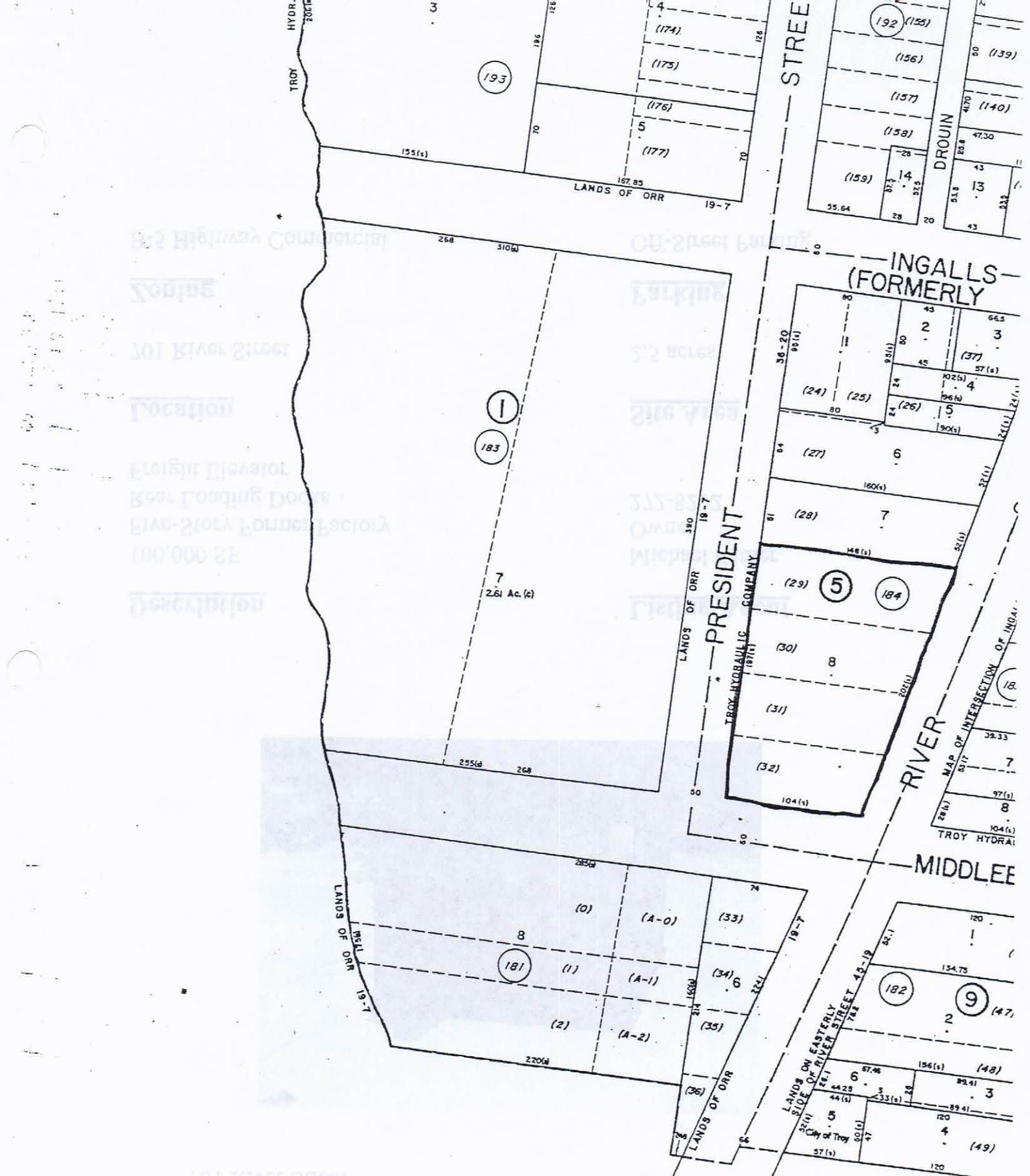
Michael Kitner  
Owner  
272-8202

**Site Area**

2.5 acres

**Parking**

Off-Street Parking



90.70.5-8

STRICTS		LEGEND	
NAME			
STATE OR COUNTY LINE	---	WATER	
CITY, TOWN OR VILLAGE LINE	- - - -	LAND HOOK	
ROAD OR RAILROAD R/W	====	PATENT OR REALTY LOT LINE	- - - -
EASEMENT R/W LINE	----	PATENT OR REALTY LOT LINE	
		AREA (From Deed)	1.50 Ac.
		AREA (Calculated)	1.50 Ac. (c)
		DIMENSION (From Deed)	16.5
		INTERSTATE HIGHWAY	
		U.S. HIGHWAY	
		NEW YORK STATE HIGHWAY	
		DATE	DATE

**FOR LEASE**

432-450 River Street



**Description**

60,000+ SF  
Five-Story Office Building  
Operational Elevator

**Location**

432-450 River Streets

**Zoning**

B-5 Highway Commercial

**Listing Agent**

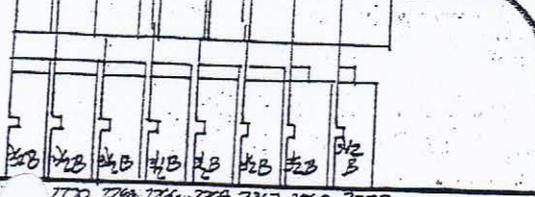
David Grimm  
Owner  
272-8900

**Site Area**

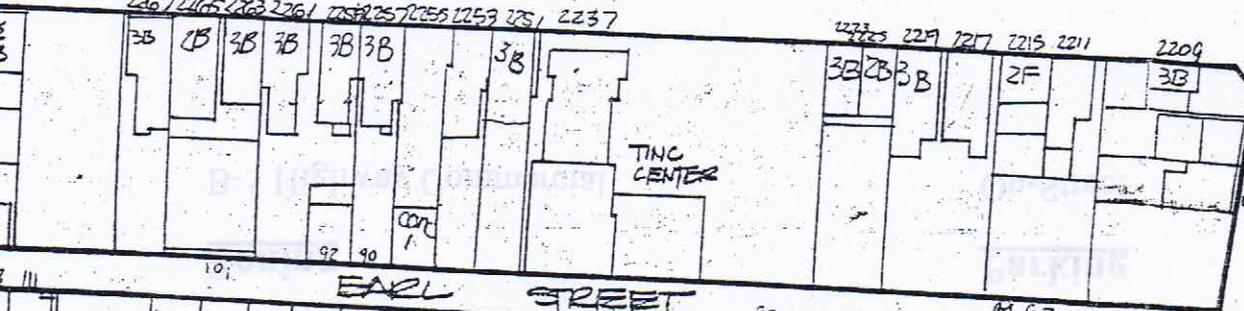
.45 acres

**Parking**

On-Street

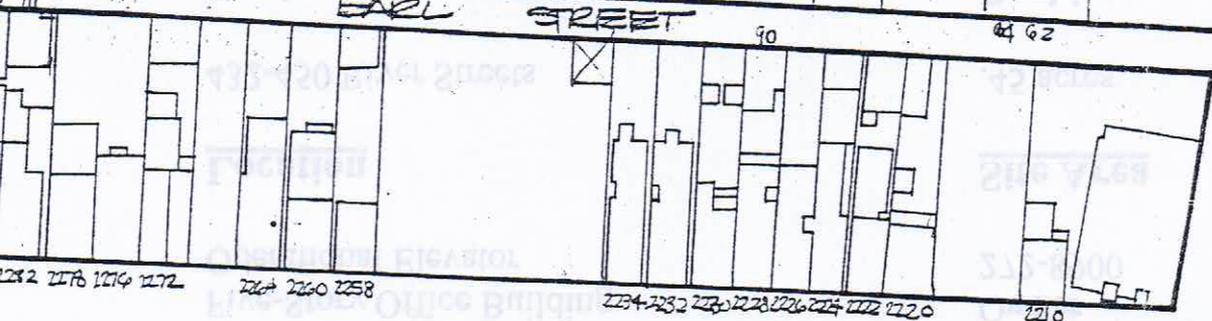


SIXTH AVENUE

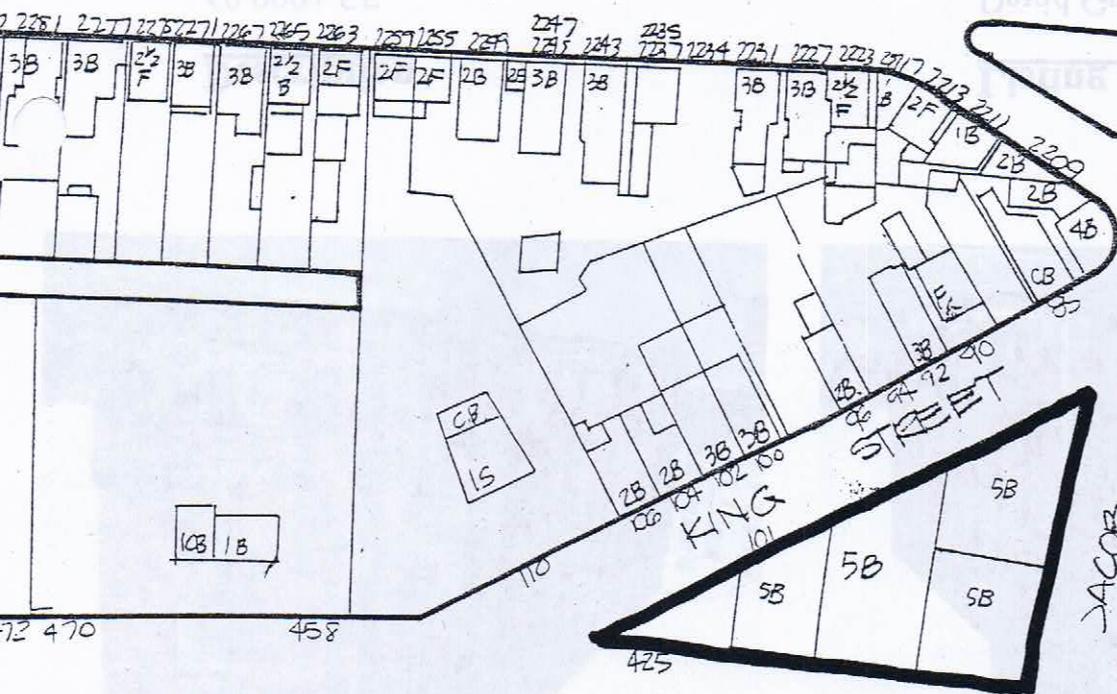
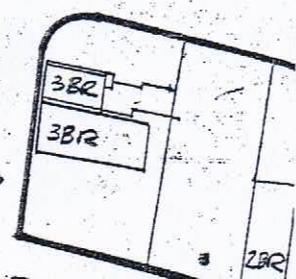


TINC CENTER

EARL STREET

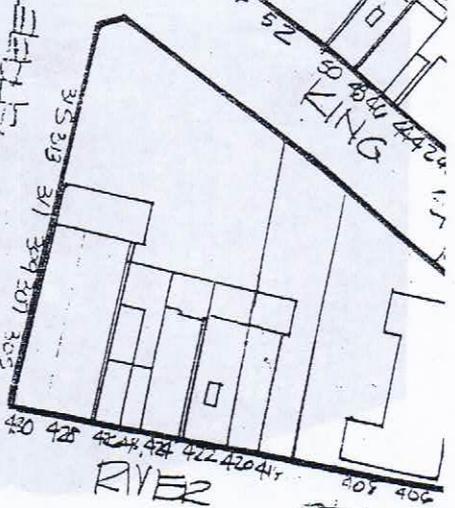
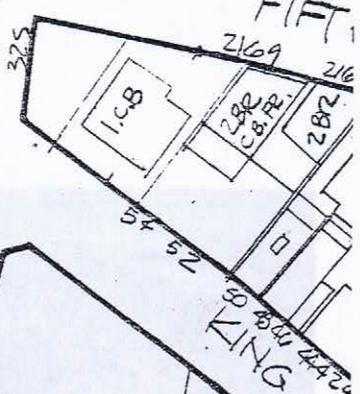


JACOB ST

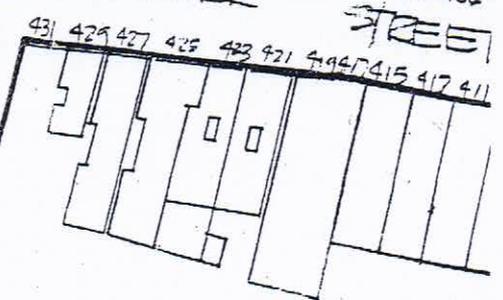
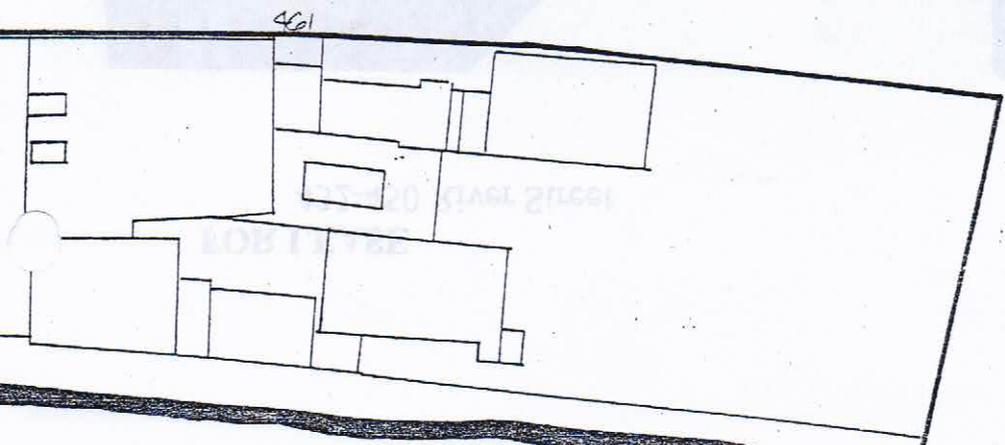


KING STREET

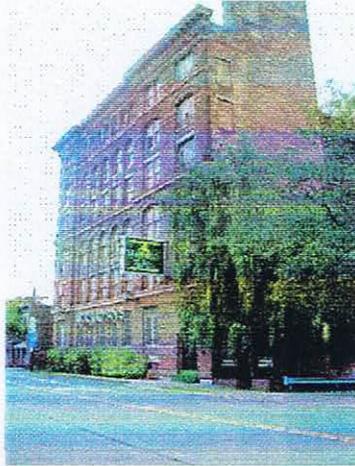
JACOB STREET



RIVER STREET



**FOR SALE/LEASE**  
599 River Street



**Description**

70,000 SF  
Six-Story Brick Building  
Freight and Passenger Elevator  
Loading Dock

**Location**

599 River Street

**Zoning**

B-5 Highway Commercial

**Listing Agent**

Richard and Mihran Mooradian  
Owner  
274-5500

**Site Area**

.76 acres

**Parking**

Off-Street Parking

HUDSON RIVER

Off-street parking

parking

area of

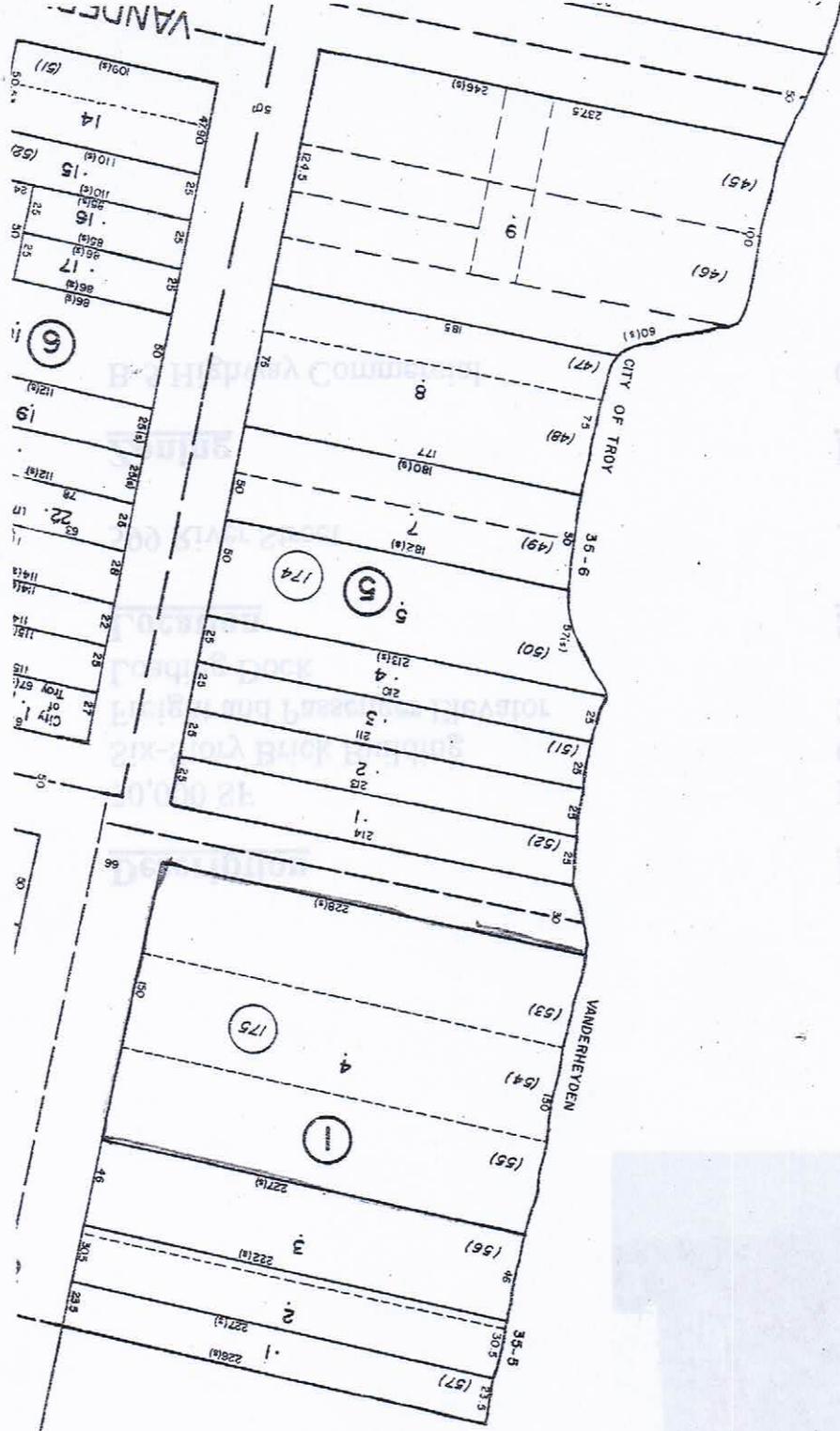
area

0022-412

0000

Richard and Milton Mooradian

Listing Agent



N 1,000,000  
E 673,500

1992 JULY 11 092

**FOR SALE/LEASE**  
30-34 Third Street



**Description**

40,000 SF  
Four-Story Brick Building  
Freight and Passenger Elevator

**Location**

30-34 Third Street

**Zoning**

B-5 Highway Commercial

**Listing Agent**

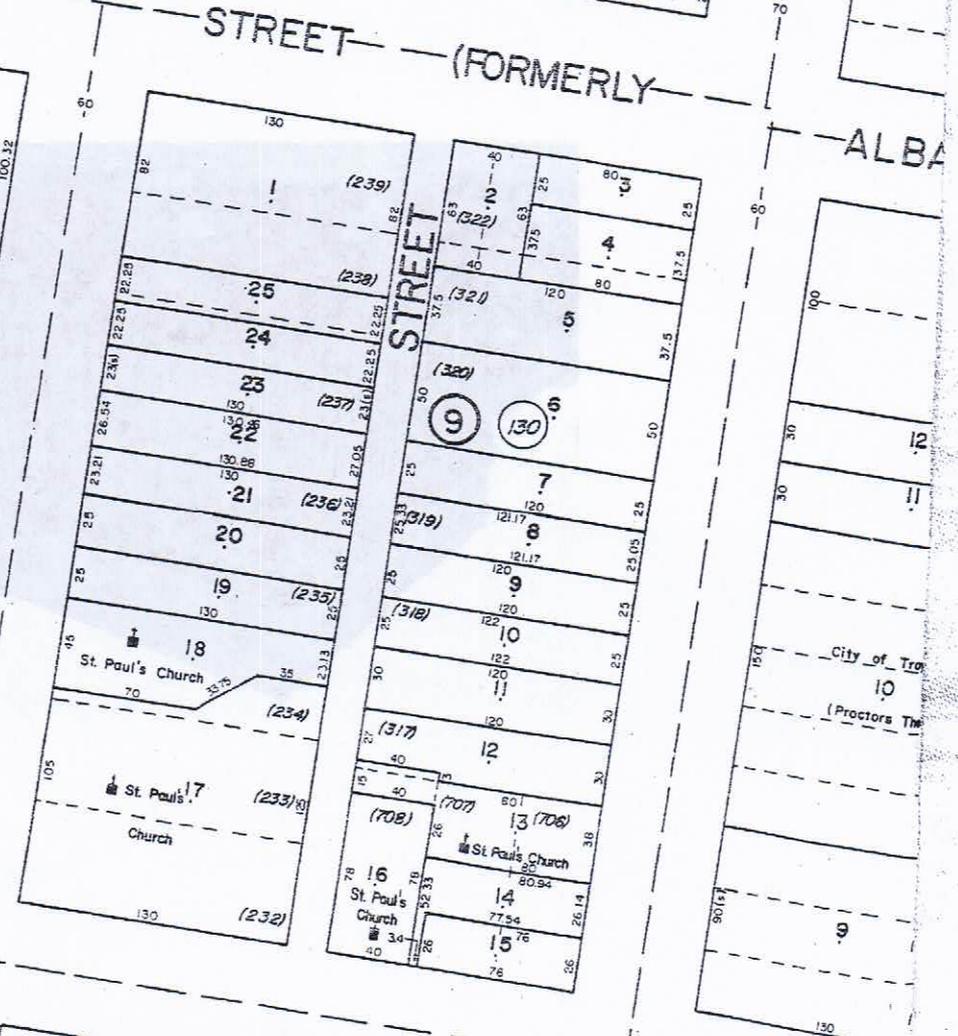
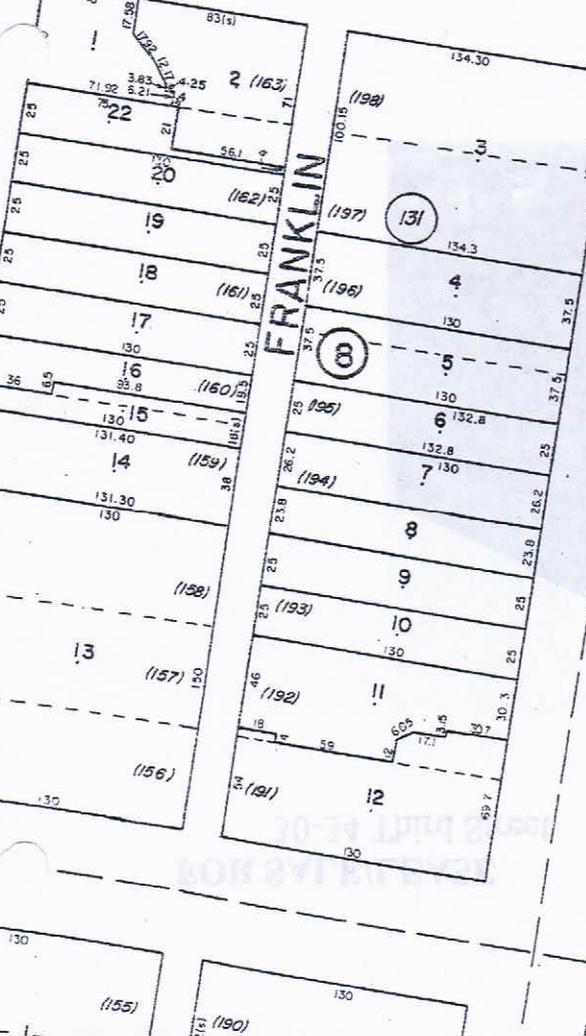
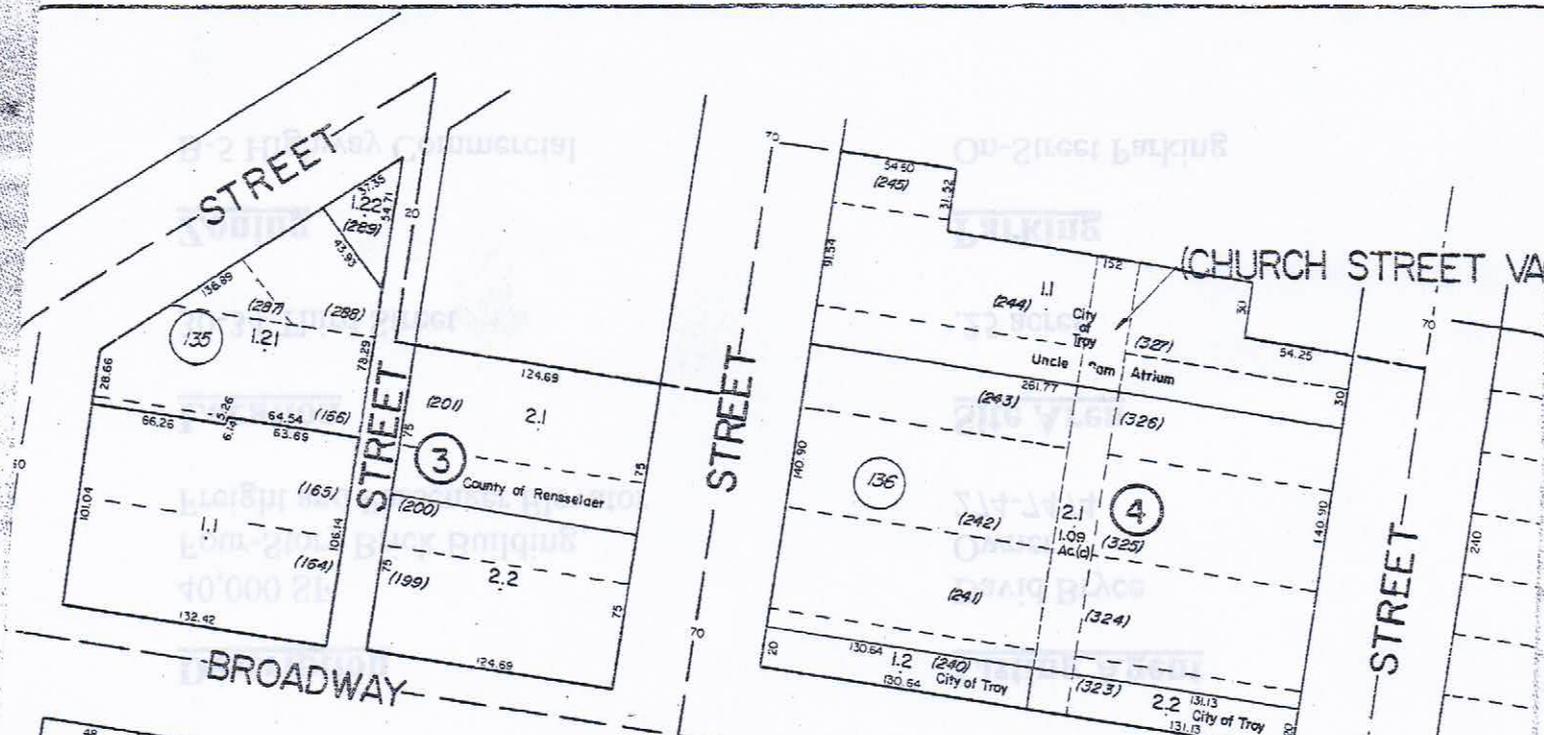
David Bryce  
Owner  
274-7474

**Site Area**

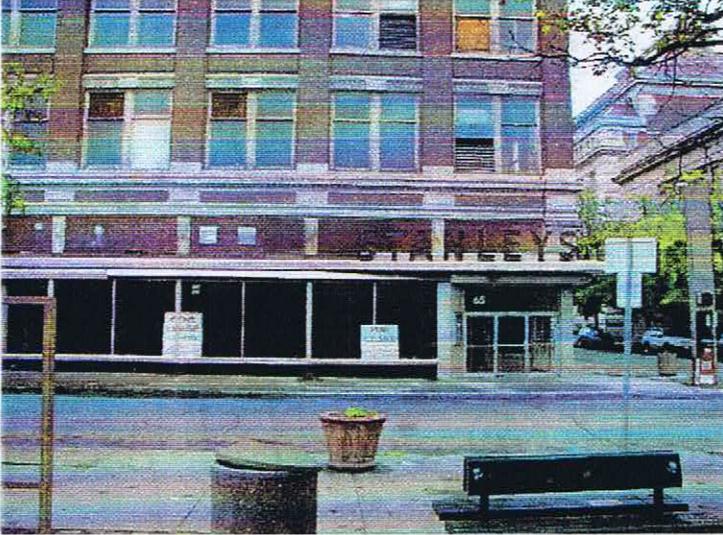
.25 acres

**Parking**

On-Street Parking



**FOR SALE/LEASE**  
63-67 Third Street



**Description**

50,000 SF  
Four-Story Office Building  
Operational Elevator

**Location**

63-67 Third Street

**Zoning**

B-4 Central Commercial

**Listing Agent**

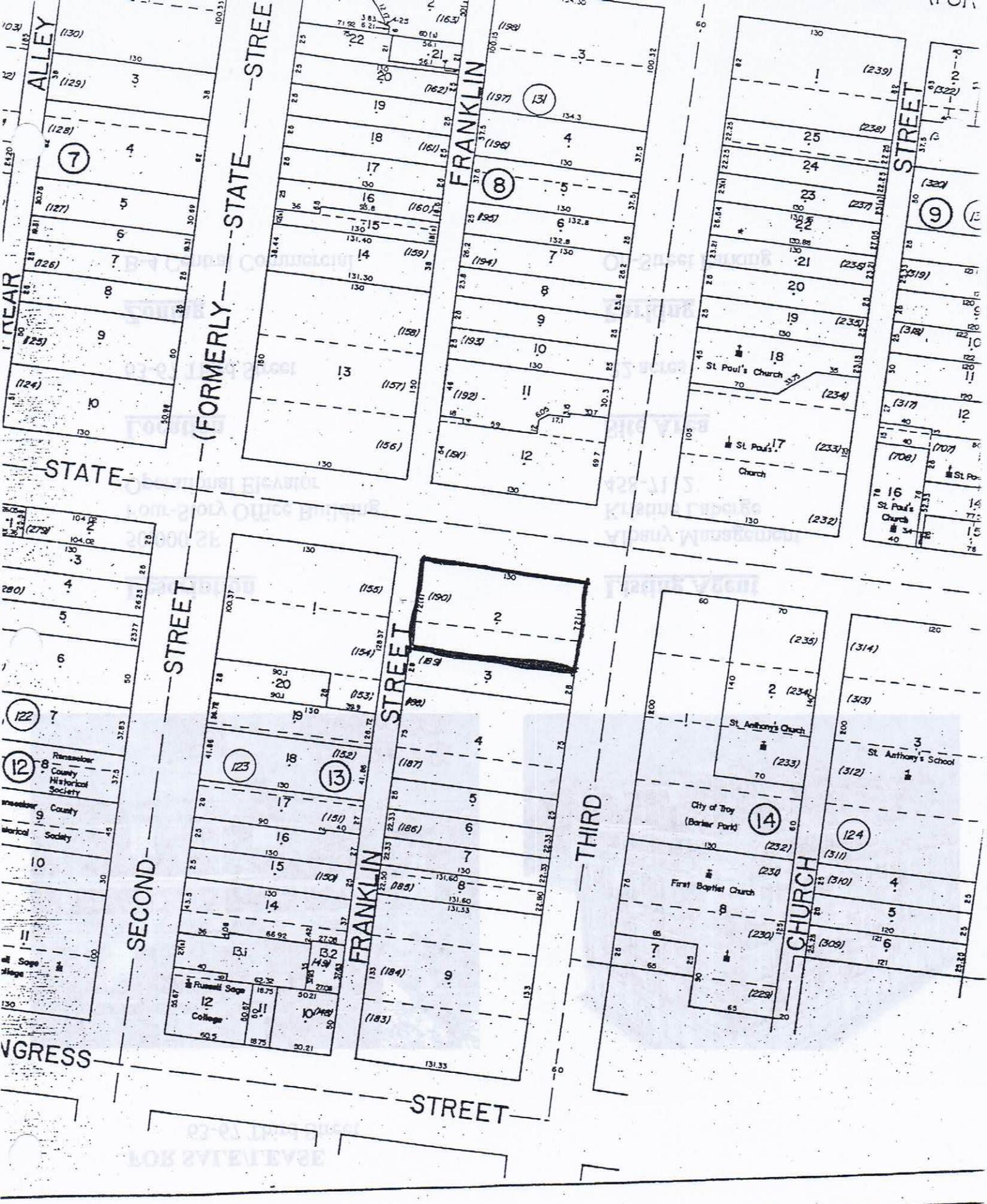
Albany Management  
Kristine Laberge  
458-7112

**Site Area**

.22 acres

**Parking**

On-Street Parking



SPECIAL DISTRICTS

TYPE	SYMBOL	NAME
FIRE	F	

STATE OR COUNTY LINE	SYMBOL
	---

WATER	SYMBOL
	---

AREA	SYMBOL	VALUE
(From Deed)	---	150 Ac.
(Calculated)	---	(70 Ac.)

LEGEND

**FOR LEASE**

406 Fulton Street – The Illium Building



**Description**

30,000 SF  
Five-Story Office Building  
Operational Elevator

**Location**

Corner of Fourth and Fulton Streets

**Zoning**

B-4

**Listing Agent**

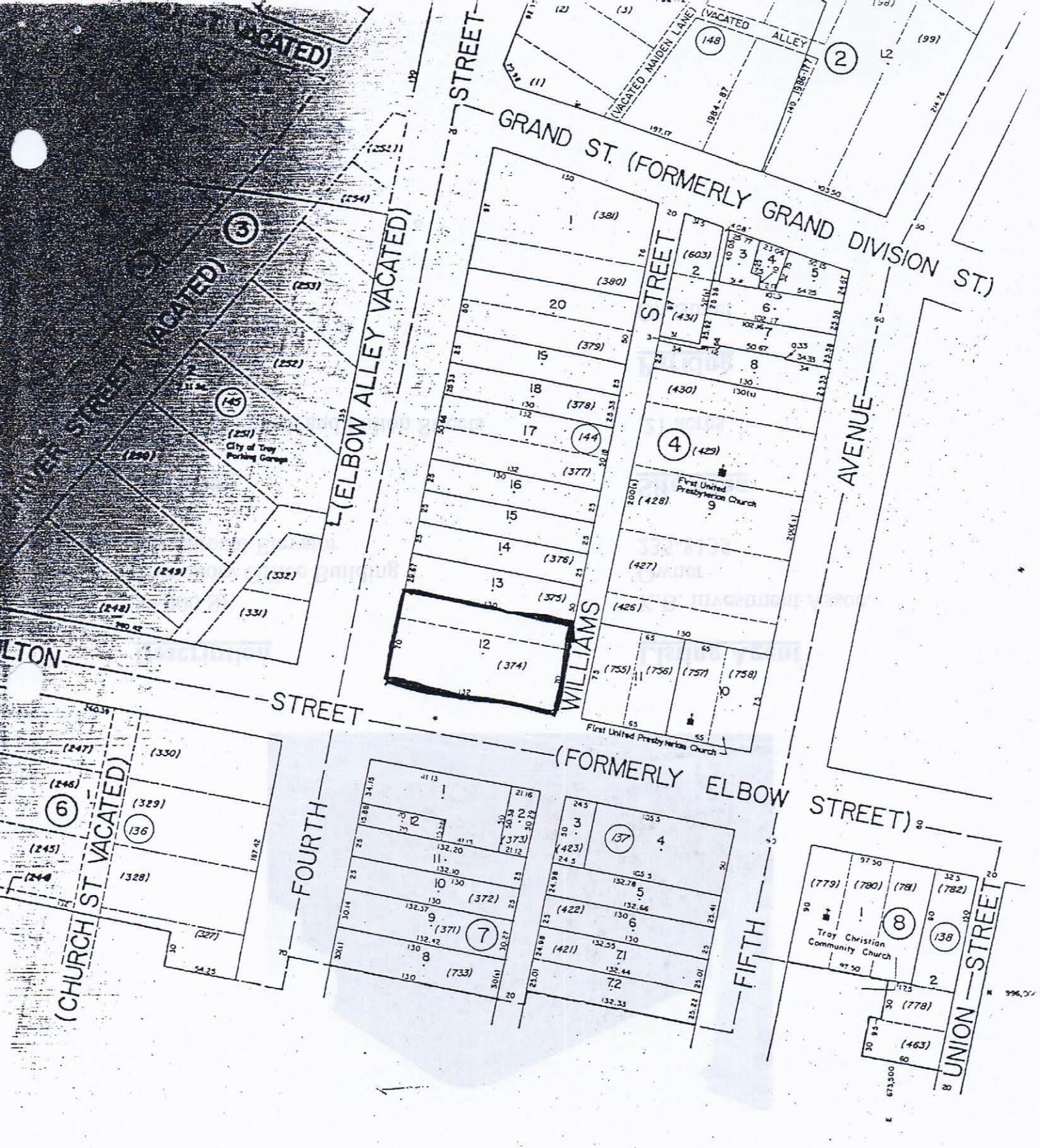
K.B. Investment Assoc.  
Owner  
235-8135

**Site Area**

.21 acres

**Parking**

On-Street



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INTERSTATE HIGHWAY	⑤
U.S. HIGHWAY	③
NEW YORK STATE HIGHWAY	②
COUNTY HIGHWAY	①
BLOCK LIMIT LINE	—

DATE OF MAP: 12-7-76  
 DATE OF REVISION: 5-12-93

SCALE 1"=50'

101	101
37	36
101	101
43	46
100	101
80	53
	54

CITY OF TROY  
 RENSSELAER COUNTY, NEW YORK

**FOR LEASE**

500-502 Broadway



**Description**

20,000 SF  
Two-story Office Building

**Listing Agent**

David Bryce  
Owner  
274-7777

**Location**

500-502 Broadway

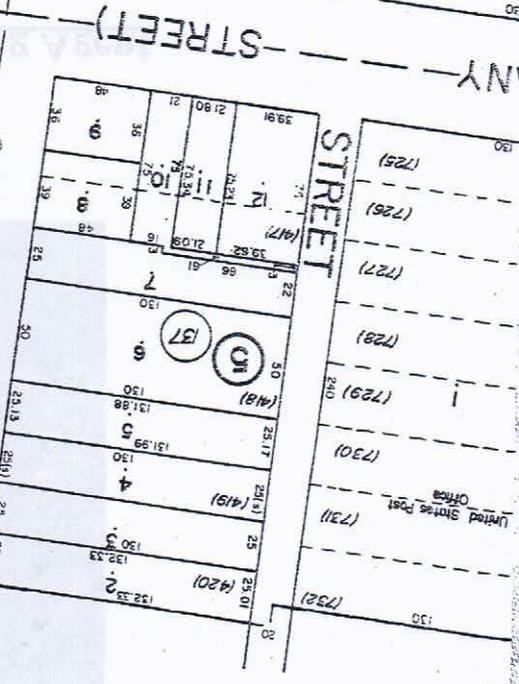
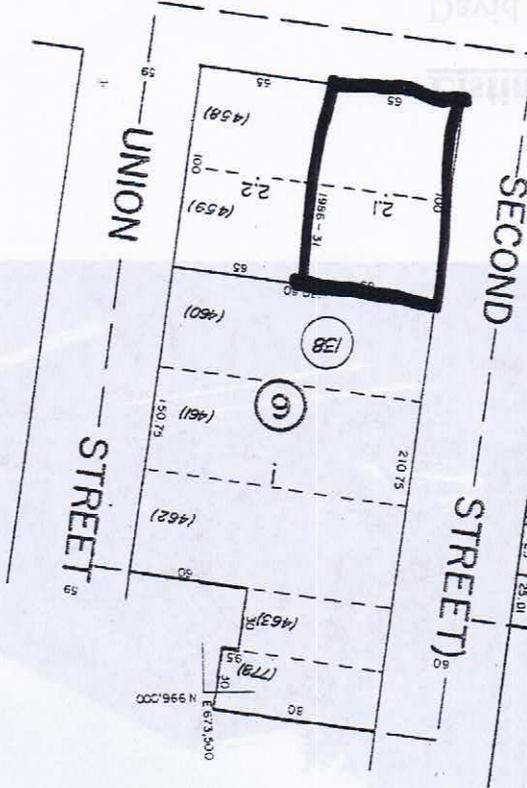
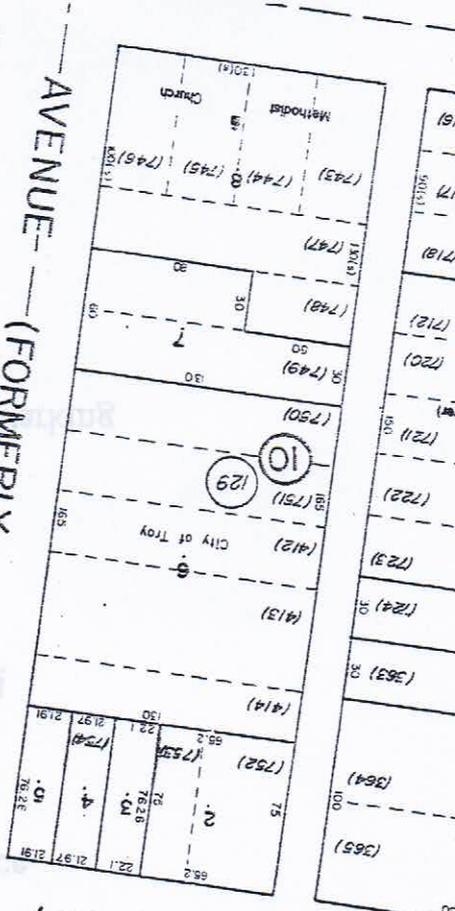
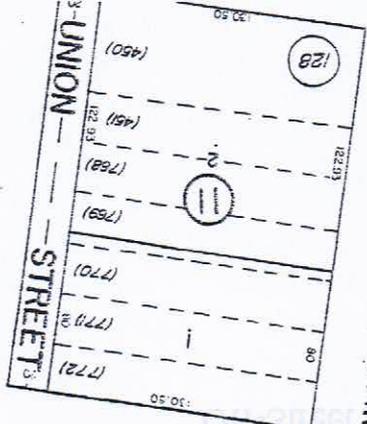
**Site Area**

**Zoning**

B-4 Central Commercial

**Parking**

Off-Street Parking



Commercial

200-205 Broadway

(DATED)

**FOR SALE/LEASE**  
504 Broadway



**Description**

10,000 SF  
Two Story Office Building

**Listing Agent**

O'Connor Yoquinto & Ryan  
Owner  
272-7272

**Location**

504 Broadway

**Site Area**

6,500 SF

**Zoning**

B-4 Central Commercial

**Parking**

Municipal lot and On-Street Parking



**FOR SALE/LEASE**  
500 Federal Street



**Description**

Riverfront Professional Tower  
70,000 SF  
Multi-Story Office Building

**Location**

500 Federal Street

**Zoning**

B-4

**Listing Agent**

Robert Lupe  
Owner  
370-4611

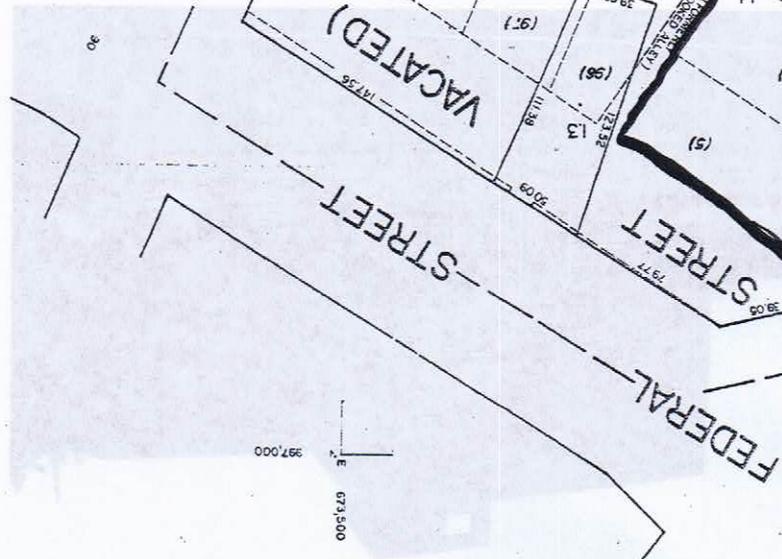
**Site Area**

1.02 Acres

**Parking**

Off-Street Parking

200 Federal Street  
City Office Building  
Professional  
Description



GRAND ST (FORMERLY GRAND DIVISION ST)

AVENUE

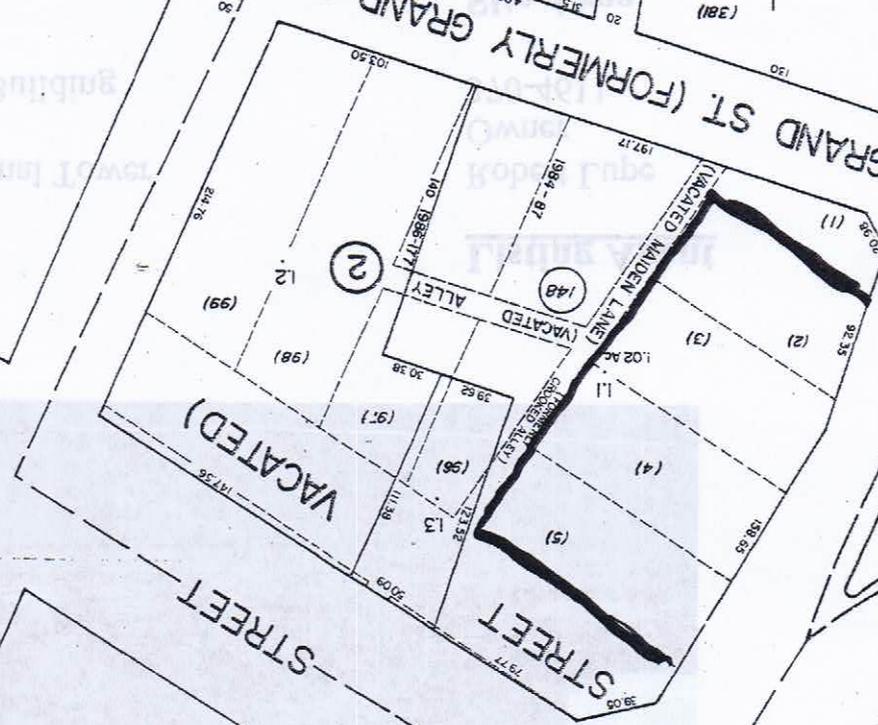
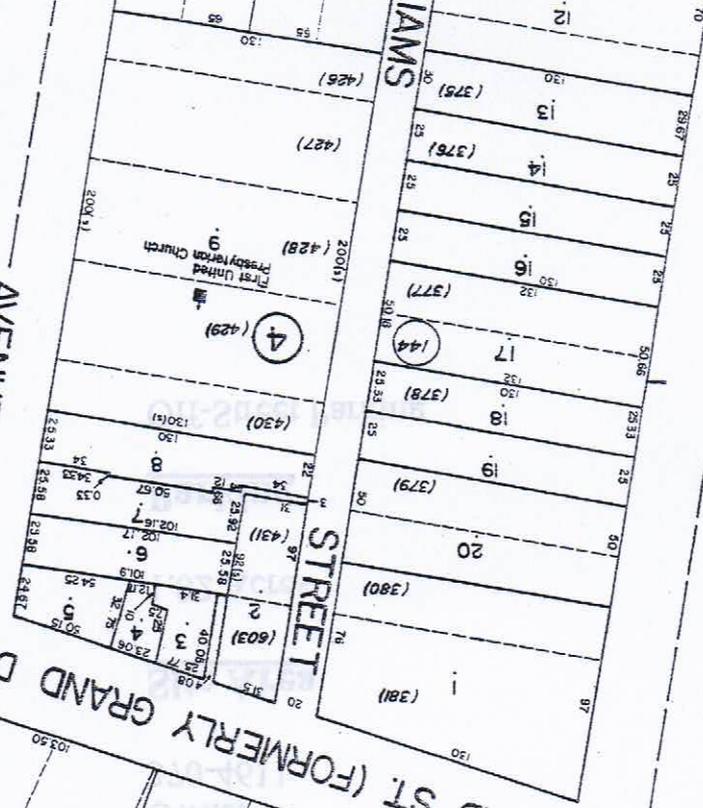
STREET

STREET

FEDERAL STREET

FEDERAL NEW

ALLEY (VACATED)



200 Federal Street

**FOR SALE**

243 Hoosick Street



**Description**

Vacant Commercial Lot  
One Story Brick Building

**Listing Agent**

RE/Max Premier  
Gordon Enfield  
432-831

**Location**

243 Hoosick Street

**Site Area**

1.9 acres

**Zoning**

B-5 Highway Commercial

**Parking**

Off-Street Parking

ENFIELD GORDON  
432-831-1831  
2022 ALL RIGHTS RESERVED  
FOR MORE INFORMATION VISIT US ONLINE  
GORDON M. ENFIELD, DRAPE & ASSOCIATES  
COMMERCIAL REAL ESTATE

# RE/MAX Premier, Commercial Properties

## Gordon M. Enfield \*\* David A. Wells

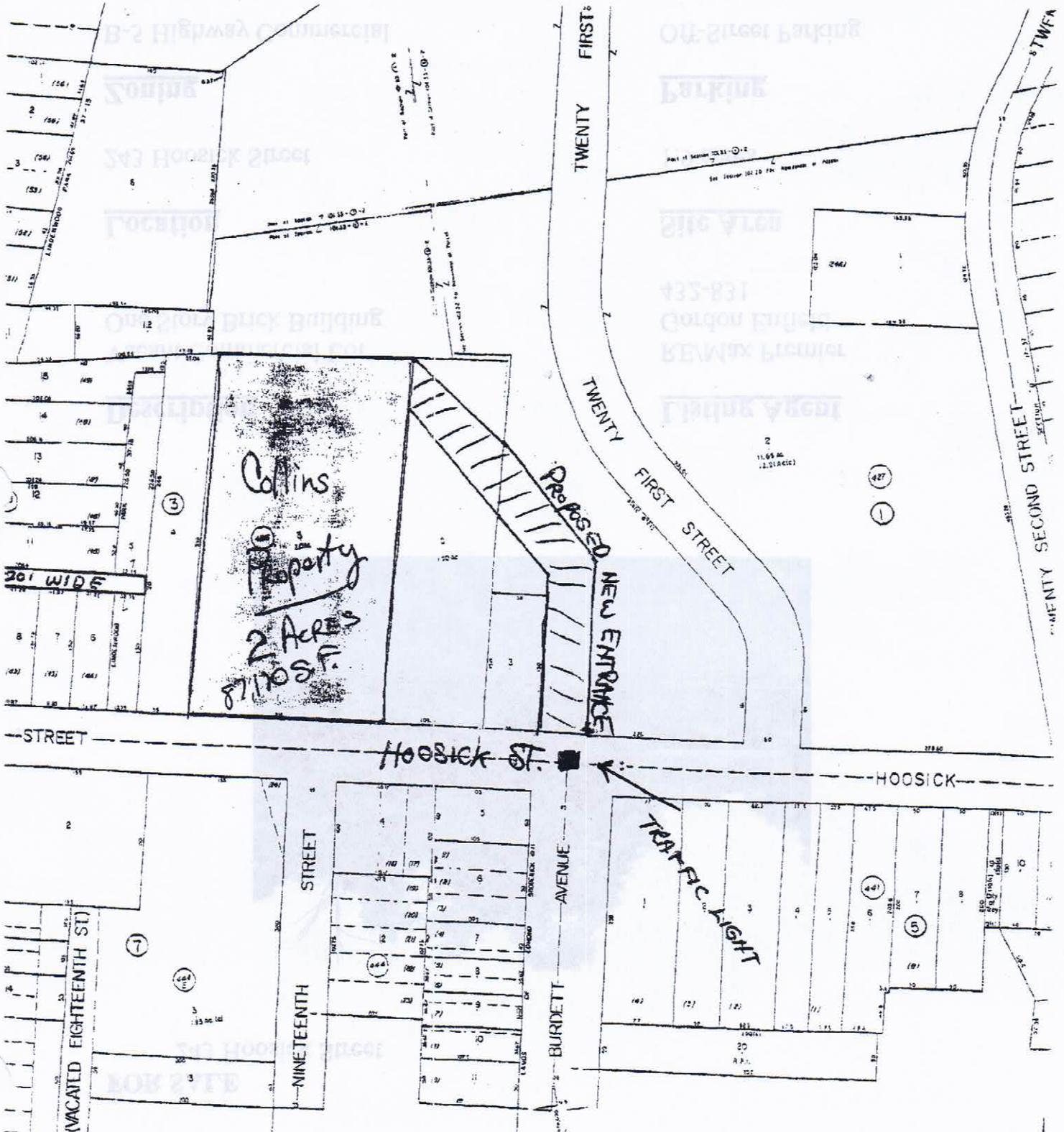
210 Washington Avenue Extension

Albany, NY 12205

518-432-7831

Fax: 518-432-7832

E-Mail: GENFIELD@concentric.net



# AVAILABLE

## Troy, New York

### 265,730 Square Feet



**TOTAL SQUARE FEET AVAILABLE:** Approximately 265,730 square feet

**TOTAL LOT SIZE:** Approximately 15.5 acres

**DESCRIPTION:** This is an excellent manufacturing, warehouse and office complex, consisting of a total of four buildings on 15.5 acres. The property offers a variety of potential industrial re-use possibilities. Key features include a significant municipal water and sewer capacity, location in an Empire Zone (EZ), and an excellent labor climate in the Troy area.

**Building A:** This is a former manufacturing and warehouse facility totaling +/- 209,000 square feet. A significant portion of this building consists of a modern 1994 addition, featuring a high-bay warehouse/distribution area having excellent loading capabilities.

**CONDITION OF BUILDING:** good

**DATE OF CONSTRUCTION:** 1900, 1955, 1970, 1986, and 1994

**CONSTRUCTION:**

**Floors:** Mostly 6" reinforced concrete

**Walls:** Combination of brick over block, concrete block, and insulated metal panels.

**Columns:** Steel H Columns

**Roof:** Combination of built-up roofing systems (west sections), and insulated standing seam metal (east sections).

**OFFICE FACILITIES:** +/- 22,000 square feet of air-conditioned office and employee support space is located in the south end of the facility and situated on three floors. The space consists of a main lobby/reception area, private offices, general offices, a cafeteria, restrooms, etc. The finish consists of wall to wall carpeting, vinyl floor tiles, dropped acoustical ceiling tiles, fluorescent lighting, etc.

**CLEAR CEILING HEIGHTS:**

East section (+/- 53,700 square feet) - 23' at eaves, 26' at center.

West & Southeast sections (+/- 100,000 square feet) - 21' clear under beam

Balance of building (+/- 55,300 square feet) - 10' clear under beam.

**COLUMN SPACING:**

East section - 60' x 60'

West & Southeast sections - 45' x 75' and 45' x 60'

**POWER:** Niagara Mohawk Gas & Electric - There are three services supplying the building as follows:

1.) 1600 amp, 277/480 volts, 3 phase, 4 wire main switchgear by Federal Pacific.

2.) 4000 amp, 277/480 volts, 3 phase, 4 wire main switchgear by Square D.

3.) 2000 amp, 277/480 volts, 3 phase, 4 wire main switchgear by Square D.

A number of bus ducts, secondary transformers, and sub-panels distribute power throughout the facility.

**HVAC:**

**Heat:** A combination of two gas fired hot water boilers supply heat to the office area, gas fired ceiling suspended Sterling unit heaters supply heat to the west and south sections, and two gas fired Cambridge wall mounted air-rotation units supply heat to the east section.

**Air Conditioning:** One 50 ton Carrier and one 10 ton York pad mounted chiller provide air-conditioning to the office area.

**Air make up system:** The machine shop area (west section) is served by a roof mounted air make up system.

**GARDEN WAY FACILITY**  
**102ND STREET AT 9TH AVENUE**  
**TROY, NY**



**SPRINKLER:** 100% wet multi-zoned sprinkler system, which is centrally monitored, and rated at approximately 100 psi static pressure.

**WATER:** Supplied by City of Troy, which derives its source of water from the Tomhannock Reservoir.

**SEWER:** Supplied by City of Troy via 8" and 10" lines.

**NATURAL GAS:** Supplied by Niagara Mohawk Gas & Electric

**LIGHTING:** Mostly metal halide units situated throughout the facility. Exterior lighting is provided by wall and pole mounted halogen units.

**DOCK LOADING:**

**North Wall:** Ten (10' x 10') insulated metal tailgate dock doors, eight are equipped with Rite Hite load levelers and all are equipped with dock lights and dock seals.

One interior tailgate dock area having a 78' length, and equipped with a load leveler.

One (12' x 16') insulated metal overhead drive-in door.

**Northwest Corner:** Five (8' x 10') tailgate dock doors, all are equipped with load levelers and dock seals.

One (10' x 12') overhead drive in door.

**Building B:** This is a one-story office and warehouse facility consisting of a total of +/- 5,675 square feet. This building features electric service rated at 200 amps, 240 volts, 3 phase main switchgear by Square D; gas fired heat; and one overhead drive-in door.

**Building C:** This is a former data center and repair shop, consisting of a total of +/- 14,455 square feet. Features include electric service rated at 1,200 amps, 120/208 volts, 3 phase, 4 wire main switchgear by Cutler Hammer, gas fired heat; a raised floor area of approximately 3,000 square feet; and two overhead drive-in doors.

**Building D:** This is a +/- 36,600 square foot building consisting of a three story office and R&D Area of 34,000 square feet connected to a one-story industrial area of 2,600 square feet. This building features electric service rated at 1,600 amps, 120/208 volts, 3 phase, 4 wire main switchgear by Square D; gas fired hot water boiler heat; a freight elevator rated at 1,000 pounds; and two tailgate dock doors.

**PAVED PARKING AREA:** 374 cars

**ZONING:** Industrial

**LAST USE:** Manufacturing of power garden equipment.

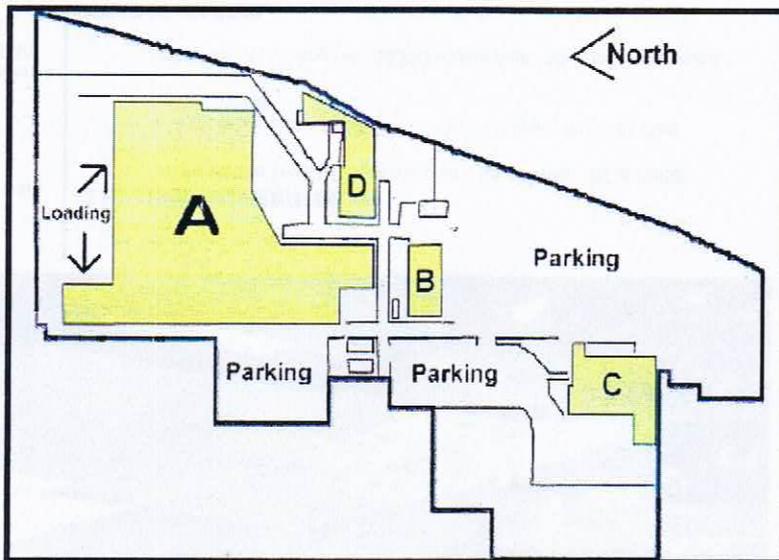
**POSSESSION:** Immediate

**INCENTIVES: EZ** - The property is situated in an Empire Zone which provides significant incentives related to taxes, utilities, job training, etc. to a qualified industrial user. (Further details available upon request)

**ASSESSED VALUE:** \$1,127,920  
 (Equalization Rate is 23.7%)

**TAXES**

Property Tax	\$ 95,996
School Tax	<u>\$103,960</u>
TOTAL	\$199,956



**HART CORPORATION**  
 INTERNATIONAL INDUSTRIAL REAL ESTATE  
 CORPORATE HEADQUARTERS  
 900 Jaymor Road  
 Southampton, PA 18966  
 Telephone (215) 322-5100  
 Fax (215) 322-5840

Web Site - [www.hartcorp.com](http://www.hartcorp.com)  
 E-Mail - [hart.hartford@hartcorp.com](mailto:hart.hartford@hartcorp.com)

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 Fax (860) 678-2221

**CB RICHARD ELLIS-ALBANY**  
 255 Washington Avenue Extension  
 Albany, New York 12205  
 Telephone (518) 452-2700  
 Fax (518) 452-7037



Website [www.cbre-albany.com](http://www.cbre-albany.com)  
 E-Mail [rsleasman@cbre-albany.com](mailto:rsleasman@cbre-albany.com)  
[dnoland@cbre-albany.com](mailto:dnoland@cbre-albany.com)

**Garden Way Facility**  
**102nd Street at 9th Avenue**  
**Troy, New York 12180**

**ANALYSIS SHEET**

**BUILDING SIZE:** Approximately 265,730 square feet

**LOT SIZE:** Approximately 15.5 Acres

**DESCRIPTION:** This is an excellent manufacturing, warehouse and office complex, consisting of a total of four buildings on 15.5 acres. The property offers a variety of potential industrial re-use possibilities. Key features include a significant municipal water and sewer capacity, location in an Empire Development Zone (EDZ), and an excellent labor climate in the Troy area. The four buildings are described as follows:

**Building A:** This is a 36,600 square foot building consisting of a three story office and R&D Area of 34,000 square feet connected to a one-story industrial area of 2,600 square feet. This building features electric service rated at 1,600 amps, 120/208 volts, 3 phase, 4 wire main switchgear by Square D; gas fired hot water boiler heat; a freight elevator rated at 1,000 pounds; and two tail-gate dock doors.

**Building B:** This is a one-story office and warehouse facility consisting of a total of 5,675 square feet. This building features electric service rated at 200 amps, 240 volts, 3 phase main switchgear by Square D; gas fired heat; and one overhead drive-in door.

**Building C:** This is a former data center and repair shop, consisting of a total of 14,455 square feet. Features include electric service rated at 1,200 amps, 120/208 volts, 3 phase, 4 wire main switchgear by Cutler Hammer, gas fired heat; a raised floor area of approximately 3,000 square feet; and two overhead drive-in doors.

**Building D:** This is a former manufacturing and warehouse facility totaling 209,000 square feet. A significant portion of this building consists of a modern 1994 addition, featuring a high-bay warehouse/distribution area having excellent loading capabilities.

**Details of this facility (Building D) are highlighted below, along with the overall property specifications.**

**PAVED PARKING:** 374 Cars

**CONDITION OF BUILDING:** Good

**DATES OF CONSTRUCTION:** 1900, 1955, 1970, 1986, and 1994



**CONSTRUCTION:**

**Floors:** Mostly 6" reinforced concrete

**Walls:** Combination of brick over block, concrete block, and insulated metal panels:

**Columns:** Steel H Columns

**Roof:** Combination of built-up roofing systems (west sections), and insulated standing seam metal (east sections).

**OFFICE FACILITIES:** 22,000 square feet of air-conditioned office and employee support space is located in the south end of the facility and situated on three floors. The space consists of a main lobby/reception area, private offices, general offices, a cafeteria, restrooms, etc. The finish consists of wall to wall carpeting, vinyl floor tiles, dropped acoustical ceiling tiles, fluorescent lighting, etc.

**CLEAR CEILING HEIGHTS:**

East section (72,000 square feet) - 23' at eaves, 26' at center.

West sections (86,000 square feet) - 21' clear under beam

Balance of building (51,000 square feet) - 10' clear under beam.

# Garden Way Facility Troy, NY

## COLUMN SPACING:

East section - 60' x 60'

West sections - 45' x 75' and 45' x 60'

**POWER:** Niagara Mohawk Gas & Electric - There are three services supplying the building as follows:

- 1.) 1600 amp, 277/480 volts, 3 phase, 4 wire main switchgear by Federal Pacific.
- 2.) 4000 amp, 277/480 volts, 3 phase, 4 wire main switchgear by Square D.
- 3.) 2000 amp, 277/480 volts, 3 phase, 4 wire main switchgear by Square D.

A number of bus ducts, secondary transformers, and sub-panels distribute power throughout the facility.

## HVAC:

**Heat:** A combination of two gas fired hot water boilers supply heat to the office area, gas fired ceiling suspended Sterling unit heaters supply heat to the west and south sections, and two gas fired Cambridge wall mounted air-rotation units supply heat to the east section.

**Air Conditioning:** One 50 ton Carrier and one 10 ton York pad mounted chiller provide air-conditioning to the office area.

**Air make up system:** The machine shop area (west section) is served by a roof mounted air makeup system.

**SPRINKLER:** 100% wet multi-zoned sprinkler system, which is centrally monitored, and rated at approximately 100 psi static pressure.

**WATER:** Supplied by City of Troy, which derives its source of water from the Tomhannock Reservoir. A tremendous water supply is available for potential users. A continuous supply of 32 million gallons per day can be supplied into the Troy System. Distribution to the property is via a 10" line.

**SEWER:** Supplied by City of Troy via 8" and 10" lines

**NATURAL GAS:** Supplied by Niagara Mohawk Gas & Electric

**LIGHTING:** Mostly metal halide units situated throughout the facility.

Exterior lighting is provided by wall and pole mounted halogen units.

## TRUCK LOADING:

**North Wall:** Ten (10' x 10') insulated metal tailgate dock doors, eight are equipped with Rite Hite load levelers and all are equipped with dock lights and dock seals.

One interior tailgate dock area having a 78' length, and equipped with a load leveler.

One (12' x 16') insulated metal overhead drive-in door.

**Northwest Corner:** Five (8' x 10') tailgate dock doors, all are equipped with load levelers and dock seals.

One (10' x 12') overhead drive in door.

**ZONING:** Industrial

**INCENTIVES: EDZ -** The property is situated in an Empire Development Zone which provides significant incentives related to taxes, utilities, job training, etc. to a qualified industrial user. (Further details available upon request)

## TAXES:

Property Tax	\$ 95,996
School Tax	<u>\$103,960</u>
TOTAL	\$199,956

2/27/02

## HART CORPORATION

INTERNATIONAL INDUSTRIAL REAL ESTATE  
NORTHEAST REGION  
Avon Park South—30 Tower Lane  
Avon, CT 06001  
Telephone (860) 678-2222  
Fax (860) 678-2221  
E-Mail [harthartford@hartcorp.com](mailto:harthartford@hartcorp.com)  
Website [www.hartcorp.com](http://www.hartcorp.com)

## CB RICHARD ELLIS -ALBANY

255 Washington Avenue Extension  
Albany, New York 12205  
Telephone (518) 452-2700  
Fax (518) 452-7037  
E-Mail [rsleasman@cbre.com](mailto:rsleasman@cbre.com)  
Website [www.cbre.com/Albany](http://www.cbre.com/Albany)

## OVERVIEW

### 1801 6th Avenue

1801 Sixth Avenue  
Troy, NY 12180  
County: Rensselaer

**Property Type:** Office For-Lease  
**Property ID#:** 11862827

**Date Modified:** 08/28/2001



## LEASING SUMMARY

<b>Min Lease Rate/Sq Ft/Yr:</b>	\$12.00	<b>Lease Type:</b>	Modified Gross
<b>Max Lease Rate/Sq Ft/Yr:</b>	\$16.00	<b>Sub Lease:</b>	No
<b>Available Sq Ft:</b>	11,413	<b>Lot Size:</b>	
<b>Max Contig Sq Ft:</b>	11,413	<b>Lot Frontage:</b>	
<b>Min Divisible Sq Ft:</b>		<b>Lot Depth:</b>	
<b>Building Sq Ft:</b>	41,661		
<b>Available Floors:</b>			
<b>Year Built:</b>	1972		

## PROPERTY DESCRIPTION

This three-story professional office building located in the heart of downtown Troy offers wonderful opportunities for virtually any business. With a modern interior and a new HVAC system, as well as an enormous amount of parking available, 1801 6th Avenue is an excellent location for your business.

## AREA DESCRIPTION

Located within Troy's Central Business District (CBD), 1801 6th Avenue allows for enormous accessibility and exposure. Its close proximity to both Route 7 and I-787, as well as the neighboring financial and governmental resources, not to mention the huge parking availability, make 1801 6th Avenue the perfect choice for your professional endeavors.

## LEASE INFORMATION

Competitive rates and flexible leasing terms make this property a wonderful opportunity! Economic Development Zone Credits and a generous fit-up budget offer enormous incentives for your professional needs, not to mention: PARKING, PARKING, PARKING!!

## CONTACT

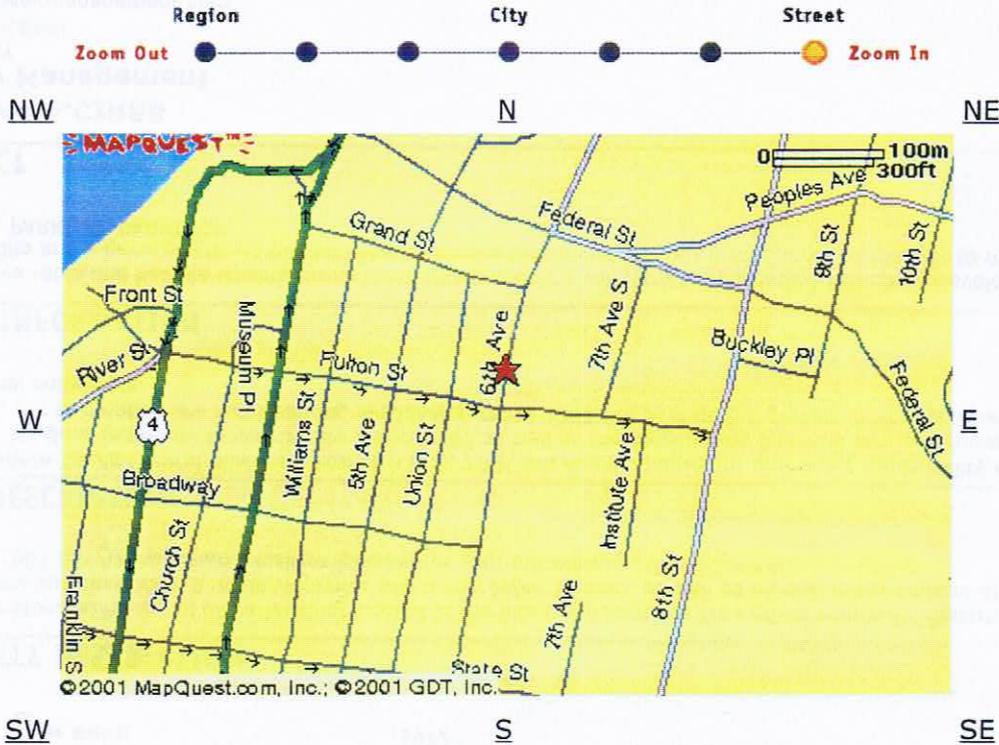
**K. Laberge, CIRESB**  
**Albany Management**  
Albany, NY  
1-866-74-LEASE  
[lease@albanymanagement.com](mailto:lease@albanymanagement.com)

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, sq. footage, income, and expenses are approximate. Buyers should conduct their own independent investigations and rely only on those results.

# AREA MAP

## 1801 6th Avenue

1801 Sixth Avenue  
Troy, NY



### CONTACT

**K. Laberge, CIRESB**  
**Albany Management**  
 Albany, NY  
 1-866-74-LEASE  
[lease@albanymanagement.com](mailto:lease@albanymanagement.com)

This information has been secured from sources we believe to be reliable, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, sq. footage, income, and expenses are approximate. Buyers should conduct their own independent investigations and rely only on those results.



**FOR SALE/LEASE**  
Vacant Land – Ferry Street



**Description**

6.75 Acres  
Ferry Street

**Listing Agent**

Martin Food Company co/  
Hannaford Brothers  
207-883-2911

**Location**

Ferry Street

**Site Area**

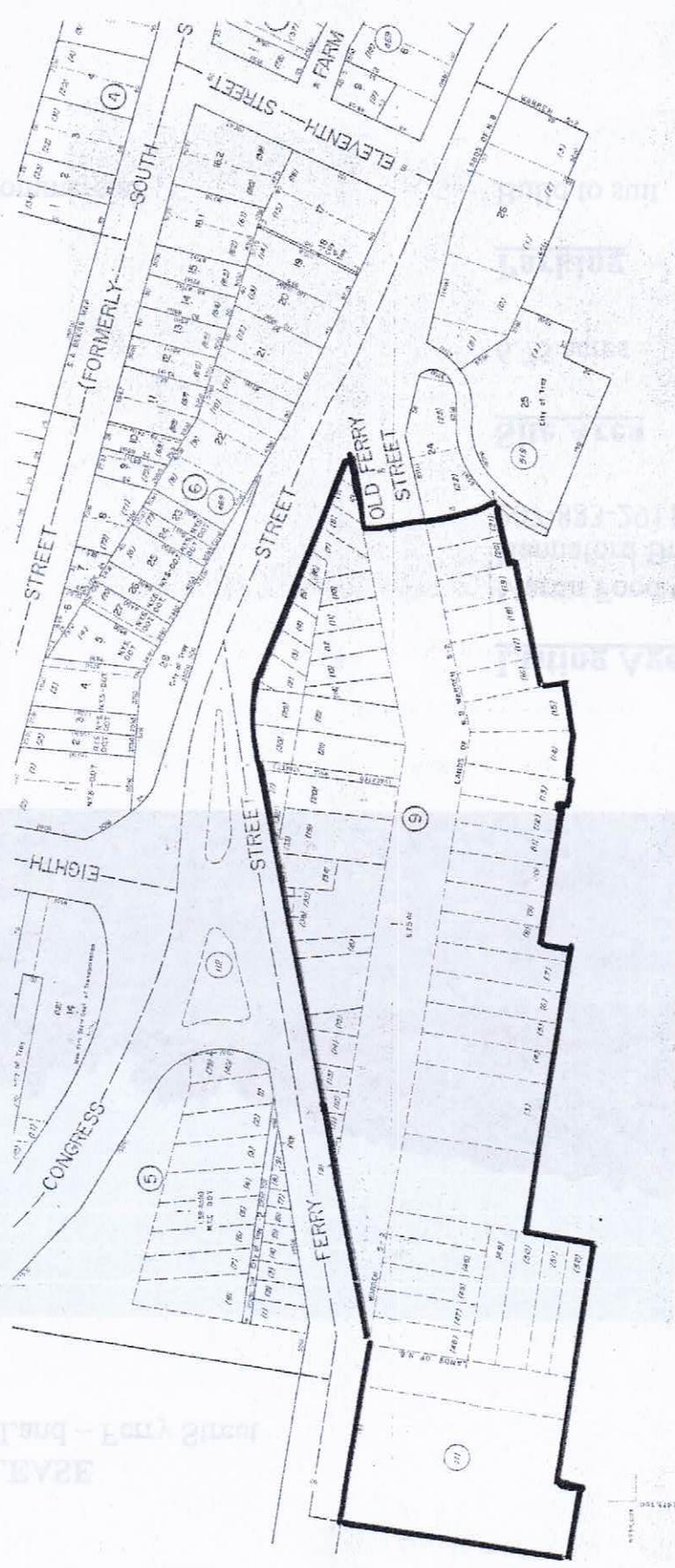
6.75 acres

**Zoning**

B-4 Central Commercial

**Parking**

Build to suit



B-4 Census  
 Census  
 Ferry Street  
 Location  
 Ferry Street  
 0.12 Miles  
 Description

Vacant Land - Ferry Street  
 FOR SALE/LEASE

RENSSELAER COUNTY

C

N

LEGEND

SPECIAL DISTRICTS		LEGEND	
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98	City of Troy	98	City of Troy
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REAL PROPERTY MAP  
 ONE OF THIS MAP IS FOR REAL  
 TAX ADMINISTRATION PURPOSES ONLY  
 THE LEGAL DESCRIPTION OF THE PROPERTY IS TO BE  
 USED FOR ALL PURPOSES  
 DATE: 10/1/2010



**CHA** CLOUGH, HARBOUR & ASSOCIATES  
GOVERNMENT  
 © 2005  
 ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS  
 111 WINNERS CIRCLE ALBANY, NEW YORK, 12205

CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 DOWNTOWN PARKING DEVELOPMENT PLAN  
 POTENTIAL PARKING SITES

FIGURE NO. 4.0

SCALE:

Rensselaer County  
Frank J Merola  
County Clerk  
Troy, New York 12180

Volm-6129 Pg-107



Instrument Number: 2011- 00399579  
As  
Deed Agreement

ember 15, 2011  
CITY OF

Billable Pages: 70  
Num Of Pages: 70

UMBIA CHASAN CORP  
EERINGER PROVOST & REDGRAVE  
ANT SUBRECIPIENT AGR

\*\* Examined and Charged as Follows: \*\*

Charge:	390.00	Coversheet	5.00
	395.00		

RECEIVED  
DEC 22 2011  
LAW DEPT.

\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Rensselaer County, NY

Record and Return To:  
CORP COUNSEL  
TROY CITY HALL  
1776 SIXTH AVE  
TROY NY 12180

Information:  
Document Number: 2011- 00399579  
Receipt Number: 735134  
Recorded Date/Time: December 15, 2011 11:35:15A  
Book-Vol/Pg: Bk-R VI-6129 Pg-107  
Cashier / Station: R H / Cashier Station 3

Frank J. Merola  
Rensselaer County Clerk



GRANT SUBRECIPIENT AGREEMENT

**THIS GRANT SUBRECIPIENT AGREEMENT**, dated as of the 10<sup>th</sup> day of August 2011, by and between the **CITY OF TROY, NEW YORK**, a municipal corporation duly existing under the laws of the State of New York with Offices at One Monument Square, Troy; New York 12180 (the "City") and **COLUMBIA CHASAN CORP.** its assigns and/or affiliates with offices at 302 Washington Avenue Extension, Albany, NY 12203. (the "Company").

**WITNESSETH:**

WHEREAS, the City previously applied for, and was awarded, a Restore NY III Capital Grant (the "Grant", Project Number (W814) from the New York State Urban Development Corporation, doing business as the Empire State Development Corporation ("ESDC"), in the amount of up to \$3,300,000 (per grant Disbursement Agreement) with such grant to be used for certain demolition, remediation, rehabilitation and stabilization activities to be undertaken within and upon properties located at 70-76 Fourth Street and 82-90 Fourth Street Troy, New York (the "Project"); and

WHEREAS, in furtherance of the Grant, the City and ESDC will enter into a certain Grant Disbursement Agreement (GDA) and attached hereto as (**Appendix A**), such Grant Agreement governing the terms and conditions pursuant to which the Project will be undertaken by the City and Grant Funding reimbursed to the City by ESDC; and

WHEREAS, pursuant to the Grant Agreement, ESDC shall provide for the reimbursement of the Grant to the City; and

WHEREAS, the properties included within the Project are presently owned by Rensselaer Polytechnic Institute and The Proctor Hotel, Ltd. and will be transferred to Columbia Chasen Corp., its assigns and affiliates, for the purposes of developing retail/office space and stabilization/remediation of the former Proctors Theatre auditorium and stagehouse; and

WHEREAS, the City desires to acknowledge the appointment of the Company as its agent for the purpose of undertaking and completing the Project; and

WHEREAS, the City and the Company wish to enter into this Agreement for the purposes of: (i) memorializing the appointment of the Company as agent of the City to undertake the Project, and (ii) memorializing the parameters governing the reimbursement of Company for costs associated with the undertaking of the Project pursuant to terms and conditions of the Grant Disbursement Agreement

Record and Return  
Corporation Counsel  
Troy City Hall  
1776 Sixth Ave.  
Troy, NY 12180

NOW, THEREFORE, in consideration of the mutual promises herein set forth and the mutual benefits accruing to each of the parties hereto, and pursuant to the appropriate sections of the laws of the State of New York, the parties hereto do agree and covenant as follows:

1. Appointment of Company as Agent; Scope of Agency. The City hereby appoints the Company as its agent for the purpose of undertaking the Project. The Company hereby agrees to limit its activities as agent for the City to acts reasonably related to the undertaking of the Project. The Company hereby acknowledges the receipt, review and acceptance of the Grant Disbursement Agreement and the Grant Conditions contained therein for project number W814 between ESDC and the City and the revisions thereto. As such, all respective activities of the City and the Company in furtherance of the Project shall comport with the Grant Conditions, including, but not limited to, the Company's execution of all qualifying contracts to accomplish the work necessary to complete the Project. The right of the Company to act as agent of the City, which shall be primarily governed by the relevant Grant Conditions and this Agreement shall expire on the Expiration Date set forth in the GDA, as such Expiration Date may be extended.
2. Representations and Covenants of the Company. The Company makes the following representation and covenants in order to induce the City to proceed with the Project:
  - (a) The Company is a business corporation duly organized and existing under the laws of New York, has the authority to enter into this Agreement and has duly authorized the execution and delivery of this Agreement.
  - (b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.
  - (c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agreement. In addition, the Company represents and covenants that there are no outstanding claims, suits or liens threatened, existing or pending relating to the Land and/or the Project Site affecting the Company's ability to undertake the Project or would have the effect of exposing the City or the Grant to liability or offset.
  - (d) The Company covenants that the Project will comply in all material respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, except as otherwise contemplated for the project, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated,

disposed of, or allowed to exist on the Land except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Project Site or onto any other property. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the City in writing with full details regarding the same. The Company hereby releases the City from liability with respect to, and agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the City has reasonable grounds to believe that a violation of this provision has occurred and in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Project Site, the Company agrees to pay the expenses of same to the City, whichever shall have performed the due diligence or the environmental audit, within ten (10) days upon demand therefore.

3. Project Completion.

The Company shall timely undertake the Project and complete same in accordance with the terms hereof and Grant Disbursement Agreement on or before the Expiration Date set forth in the GDA, as such Expiration Date may be extended.

4. Undertakings by the Parties and Grant Contract Requirements.

(a) The Company shall comply with the stated Non Discrimination and Affirmative Action policies contained in Section 5 and Exhibit G to the Grant Disbursement Agreement with respect to all contracts entered into in connection with the Project.

(b) The Company shall comply with all Grant Conditions in performing work, or causing work to be performed, in relation to the undertaking of the Project. Should any Grant Condition be solely the responsibility of the City, the Company shall promptly provide any assistance or information reasonably requested by the City in furtherance of such compliance.

(c) Reporting requirements. The Company shall comply with all reporting requirements and all operable reporting timeframes as stipulated in the Grant Disbursement Agreement. Further, the Company shall provide the City draft copies of all reports at seven (7) days in advance of report due dates for the purposes of review by City staff.

(d) Operation and Maintenance of Project. At all times during the undertaking of the Project and throughout the time during which the Company seeks reimbursement for costs related to the Project from the Grant funds, the Company, or a City-approved agent of the Company, shall operate and maintain said Project in accordance with all applicable laws and regulations, including, but not limited to Restore NY program rules and regulations.

(e) The Company shall comply with the Grant Provisions pertaining to disbursements set forth in Section 4 and Exhibit C of the Grant Disbursement Agreement.

(f) When requesting reimbursement for qualified expenditures made in relation to the undertaking of the Project, the Company shall use the forms contained within the Grant Disbursement Agreement, including Exhibit B and Revised Exhibit F for such purposes (collectively, the "Reimbursement Request Materials"). Upon receipt of Reimbursement Request Materials, and upon City confirmation of completeness of same, the City shall present such Reimbursement Request Materials to ESDC for processing and reimbursement.

(g) Upon receipt of Grant reimbursement funding from ESDC, the City shall transmit same to the Company by check or wire within ten (10) business days, subject to adjustment for City fees and expenses, as provided herein. In all events, any disbursement by the City to the Company pursuant to this Agreement shall require the Company to re-affirm the representations and covenants contained within Section 2, hereof.

#### 5. Hold Harmless Provision.

Company hereby agrees to indemnify and hold harmless the City, its agents, officers and employees from and against any injury, damage, cost or expense incurred in connection with the services performed by Company or its agents and employees on the Project, except to the extent any such liability is caused by the actions of the City, its employees or agents. Company further hereby agrees to indemnify and hold harmless ESDC, the State, and their respective agents, officers, employees and directors (collectively, the "Indemnities") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnities.

#### 6. Insurance Required.

Effective as of the date hereof and until the City consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount [not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Project under a blanket insurance policy or policies covering not only the Project but other properties as well.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the City or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable worker's compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

#### 7. Additional Provisions Regarding Insurance.

(a) All insurance required by Section 9(a) herein shall name the City as an additional insured as its interest, if any, may appear and all other insurance required by Section 9(c) herein shall name the City as an additional insured. All insurance secured pursuant to Section 9(b) shall be accompanied by a waiver of subrogation in favor of the City, All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the City as their respective interest may appear, and (ii) at least thirty (30) days prior written notice of the cancellation thereof to the Company and the City.

(b) All such policies of insurance, or a certificate or certificates of the insurers that such insurance is in force and effect, shall be deposited with the City on the date hereof. Prior to expiration of any such policy, the Company shall furnish the City evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

#### 8. Restrictions on Sale of Project

Consistent with the recapture provisions of Exhibit C: Recapture Terms of the Grant Disbursement Agreement, the City shall restrict any transfer of the Project, in whole or in part, for a period of five (5) years from the initial disbursement of grant funds. The restrictions on the conveyance of the property shall be effected in the deed conveying the properties by Rensselaer Polytechnic Institute and The Proctor Hotel, Ltd. to Columbia Chasen Corp. its assigns and/or affiliates. The grantee of any such conveyance shall, within the deed, execute an acknowledgement and acceptance of this deed restriction. Prior to the conveyance all deeds shall be submitted to the Corporation Counsel of the City of Troy for his written approval of the form and content of the deed restriction. Further, the Company shall expressly indemnify the City from the referenced recapture terms and make the City whole for any liabilities of costs associated with the invocation of the recapture provision by the Empire State Development Corporation.

9. Counterparts.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

10. Notice.

All notices, claims and other communications hereunder shall be in writing and shall be deemed to be fully given if personally delivered or mailed first class, postage prepaid, as follows:

To the City:           City of Troy, New York  
  
                          Troy City Hall  
  
                          Troy, New York 12180  
  
                          Attn: Office of Planning and Development

With a copy to:       Charles A. Sarris, Esq., Corporation Counsel  
  
                          City of Troy, New York  
  
                          Troy City Hall  
  
                          Troy, New York 12180

And a Copy to:       Harris Beach PLLC  
  
                          677 Broadway, Suite 1101 Albany,  
                          New York 12207  
  
                          Attn: Justin S. Miller, Esq.

To the Company:      Columbia Chasan Corp.  
                          302 Washington Avenue Extension  
                          Albany, New York 12203

With a copy to:       Segel, Goldman, Mazzotta & Siegel PC  
                          9 Washington Square  
                          Albany, New York 12205

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. Choice of Law.

This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal, if any, or state courts located in Rensselaer County, New York.

12. Fees to be paid by the Company.

By executing this Agreement, the Company covenants and agrees to pay the reasonable costs of the City in connection with the City's efforts to administer the Grant that are: [1] Incurred by the City and imposed by ESDC and/or the State of New York; or, [2] incurred by the City in the retaining of outside counsel or outside consultants directly pursuant to implementation of the Project. These costs shall include all fees, costs and expenses incurred by the City and its affiliates for (1) legal services, including but not limited to those provided by counsel to the City's development affiliates, and (2) other consultants retained by the City in connection with the Project; with all such charges to be paid by the Company within ten (10) business days of receipt of the City's invoices therefore or deducted from disbursements by the City to the Company pursuant to the terms and conditions of this Agreement. As of the date hereof the costs are \$692.50. These costs are capped at a maximum of \$2,500.00

The Company further covenants and agrees that the Company is liable for payment to the City of all charges referred to above, as well as all other actual and reasonable costs and expenses including legal fees, costs and disbursements incurred by the City in connection with the Project in the event the Project is not completed because of one or more of the following has occurred: (1) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (2) the inability of the Company to procure the services of one or more financial institutions to provide financing for the Project; or (3) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

[The Balance of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF TROY, NEW YORK

By: \_\_\_\_\_

Name:

Title:

COLUMBIA CHASAN CORP.

By: \_\_\_\_\_

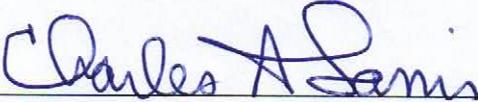
Name:

Title:

*Joseph R. Nicola*  
*Authorized Rep.*

STATE OF NEW YORK     )  
  )  
  )     ss.:  
COUNTY OF                    )

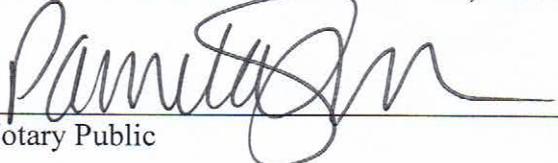
On the 10<sup>th</sup> day of August 2011 before me the undersigned, a Notary Public in and for said State, personally appeared Harry J. Tutunjian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**CHARLES A. SARRIS**  
Notary Public, State of New York  
No. 4794191  
Qualified in Schenectady County  
Commission Expires 2/25/14

STATE OF NEW YORK     )  
  )  
  )     ss.:  
COUNTY OF ALBANY        )

On the 10th day of August, 2011, before me the undersigned, a Notary Public in and for said State, personally appeared Joseph R. Nicolla, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**PAMELA GUIDI**  
Notary Public, State of New York  
No. 01GU6157990  
Qualified in Albany County  
Commission Expires Dec. 18, 2014

**CAPITAL GRANT**

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

---

**NEW YORK STATE  
URBAN DEVELOPMENT  
CORPORATION d/b/a  
EMPIRE STATE DEVELOPMENT  
CORPORATION ("ESDC"):**

Hedley Park Place  
433 River Street – Suite 1003  
Troy, NY 12180  
Contact: Linda Dillon  
Phone: (518) 270-1130  
Fax: (518) 270-1141  
E-mail: ldillon@empire.state.ny.us

**RECEIVED**  
MAY 23 2011  
LAW DEPT.

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**THE GRANTEE:**

City of Troy  
One Monument Square  
Troy, NY 12180  
Contact: William Roehr, Deputy Commissioner  
Planning & Grants  
Phone: (518) 270-4674  
E-mail: bill.roehr@troyny.gov  
Federal Taxpayer ID#: 14-6002472

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**BENEFICIARIES:**

Columbia Development Companies  
Rensselaer Polytechnic Institute  
The Proctor Hotel, Ltd.

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**PROJECT NAME:**

Troy - RESTORE III – Proctor's Theater/Office and  
Chasan Building Rehabilitation

**PROJECT LOCATIONS:**

70-76 Fourth Street, Troy  
82-90 Fourth Street, Troy

**PROJECT NUMBER:**

W814

**GRANT AMOUNT:**

\$3,300,000

**FUNDING SOURCE:**

Restore NY Communities, FY 2008-09

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**ESDC APPROVAL DATE:**

March 23, 2011

**PACB APPROVAL DATE:**

April 13, 2011

**EXPIRATION DATE:**

December 31, 2013

## TERMS AND CONDITIONS

### 1. The Project

The Grantee shall:

- (a) complete the project as set forth in the ESDC General Project Plan attached hereto as Exhibit A (the "Project").
- (b) comply with the design and construction requirements attached hereto as Exhibit B.

### 2. Employment Goals & Reporting

- (a) The Grantee represents and warrants that it currently employs not less than the Baseline Employment (as hereinafter defined) set forth in Exhibit C to this Agreement and that it shall (i) achieve the employment goals as set forth in Exhibit C by retaining existing or hiring new Full-time Permanent Employees or (ii) repay a portion of the Grant as set forth in Exhibit C.
- (b) For purposes of this Agreement, a Full-time Permanent Employee shall mean (i) a full-time, permanent, private-sector employee on the Grantee's payroll, who has worked four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Grantee's payroll, who have worked at the Project Location for a combined minimum of thirty-five hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Grantee to other employees with comparable rank and duties. Baseline Employment shall mean the number of Full-time Permanent Employees set forth in Exhibit C.
- (c) Grantee shall submit, by February 1 of each year during the term of this Agreement, the Employment Reporting Form attached hereto as Exhibit H, indicating the average number of Grantee's Full-time Permanent Employees for the 12 month period ending as of December 31 of the prior year. Full-time Permanent Employee Count, for each calendar year during the term of this Agreement, shall mean the greater of (i) the average number of Full-time Permanent Employees for the prior calendar year, computed by adding the number of Full-time Permanent Employees as of the Grantee's last payroll date in the months of March, June, September and December and dividing that sum by 4, or (ii) the number of Full-time Permanent Employees as of the Grantee's last payroll date in December of such year.

### 3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the Terms and Conditions of this Agreement, including, but not limited to, Exhibit E (Disbursement Terms), and the following conditions have been satisfied (and as to 3(d) and 3(e) below continue to be satisfied prior to each disbursement):

- (a) If the Grant Amount exceeds \$100,000, or if, as described in Exhibit A, it is expected that there will be additional grants that in the aggregate exceed \$100,000, ESDC has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit D.
- (b) Any necessary approval has been issued by the Director of the Budget of the State of New York, and the Grant funds have been received by ESDC.
- (c) ESDC has received a commitment fee, plus out-of-pocket expenses incurred by ESDC in the making of the Grant, if any, as set forth in Exhibit E.
- (d) There has been no material adverse change in the financial condition of the Grantee since the date of submission of its application to ESDC.
- (e) The Grantee employs at least the Baseline Employment as evidenced by the Employment Reporting Form attached hereto as Exhibit H.

### 4. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, ESDC shall disburse the Grant to the Grantee as follows:

- (a) ESDC shall reimburse the Grantee for Project expenditures incurred by the Grantee as set forth in Exhibit E to this Agreement. Disbursements will be made upon submittal to ESDC of a Payment Requisition Form, together with such supporting documentation as ESDC may require, in the form attached to this Agreement as Exhibit F and its attachments, and Exhibit H.
- (b) In no event will ESDC make any payment which would cause ESDC's aggregate disbursements to exceed the Grant Amount.
- (c) The Grant, or a portion thereof, may be subject to recapture by ESDC as provided in Exhibit C.

### 5. Non Discrimination and Affirmative Action

The Grantee will comply with ESDC's Non-Discrimination and Affirmative Action policies set forth in Exhibit G to this Agreement.

6. No Liability of ESDC

ESDC shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless ESDC, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is a duly organized corporation, validly existing and in good standing under the laws of the State of its incorporation, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESDC.
- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESDC has relied on the statements and representations made by the Grantee in the Application in making the

Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESDC, there has been no adverse material change in the financial condition of Grantee from the date of submission of the Application to the date hereof and that all other the information contained in the Application continues on the date hereof to be materially correct and complete.

- (g) The Grantee covenants that it will neither hold itself out as, nor claim to be an officer, employee, agent or representative of ESDC or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESDC or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to influence any official act or the judgment of any person in the award of the Grant or the performance of any of the terms of this Agreement.
- (i) It shall maintain business operations at the Project Location for the term of this Agreement.
- (j) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement.
- (k) The Grantee is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (l) Grantee will use ESDC grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESDC's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESDC may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 8 (a) (ii) of the GDA to provide information upon request to ESDC.

## 8. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein, other than an employment default as set forth in (iv) below, to the reasonable satisfaction of ESDC and within the time frames established under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by ESDC to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESDC in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
- (iv) Failure of the Grantee, for any time period, to meet the minimum employment goals required by Exhibit C.
- (v) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is in common control with, under any other agreement with ESDC.
- (vi) Any manifestation, on the part of the Grantee, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.
- (vii) If the number of the Grantee's Full-Time Permanent Employees, as that term is defined in this Agreement, that are situated at the Project Location as of the Grantee's last payroll date on or prior to the end of any quarter (with the quarters being those the quarterly dates of March 31, June 30, September 30 and December 31, as set forth in the Report of Employment that is annexed as Exhibit H to this Agreement) is less than fifty percent (50%) of the number of Full Time-Permanent Employees, situated at the Project Location, required in

accordance with the Employment Goals that are to be achieved as of the next Reporting Date, as specified in Exhibit C.

- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESDC shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 8(a)(i) or 8(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESDC, or if the default pursuant to paragraph 8(a)(i) or 8(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESDC shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 8(a)(iii), 8(a)(iv), 8(a)(v), 8(a)(vi) and 8(a)(vii) are not subject to the cure provisions provided herein.
- (c) Upon termination of this Agreement, ESDC may (i) withhold any Grant proceeds not yet disbursed and (ii) require repayment of Grant proceeds disbursed to the Grantee in accordance with Exhibit C of this Agreement. Notwithstanding the foregoing, if ESDC determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESDC may require repayment of all funds and may refer the matter to the appropriate authorities for prosecution. ESDC shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 9. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

#### 10. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESDC, its agents, officers and employees during Grantee's business hours upon reasonable request.
- (b) ESDC shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

## 11. Survival of Provisions

The provisions of Sections 6, 8 and 10 shall survive the expiration or earlier termination of this Agreement. It is, moreover, specifically agreed and understood that ESDC may commence an action for any claim arising from or relating to those sections notwithstanding any expiration and/or earlier termination of the Agreement and that the termination or expiration shall not alter or effect any obligations or responsibilities of the Grantee that are required to be performed under any portion of this Agreement (including, but specifically not limited to, those that are set forth in Sections 6, 8 and 10) following termination or the Expiration Date.

## 12. Notices

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
  - (ii) by facsimile transmission;
  - (iii) by personal delivery;
  - (iv) by expedited delivery service; or
  - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

### Empire State Development Corporation

Name: Linda Dillon  
Title: Project Manager  
Address: Hedley Park Place, 433 River Street – Suite 1003, Troy, NY  
12180  
Telephone Number: (518) 270-1130  
Facsimile Number: (518) 270-1141  
E-Mail Address: ldillon@empire.state.ny.us

With a copy to:

Title: General Counsel  
Address: 633 Third Avenue, 34<sup>th</sup> Floor, New York, NY 10017  
Telephone Number: (212) 803-3750  
Facsimile Number: (212) 803-3975  
E-Mail Address: leve@empire.state.ny.us

### City of Troy

Name: William Roehr  
Title: Deputy Commissioner, Planning & Grants  
Address: One Monument Square, Troy, NY 12180

Telephone Number: (518) 270-4674  
E-Mail Address: bill.roehr@troyny.gov

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of mailing to the address provided herein, or in the case of facsimile transmission or email, upon receipt of a record, by the sender, that such a transmission has been completed.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### 13. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### 14. No Waiver

No waiver of any ESDC's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESDC and such written document manifests a clear and unequivocal intent by ESDC to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESDC may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESDC has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESDC and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

#### 15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

#### 16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In

case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

#### 17. Confidentiality of Information

Information contained in reports made to ESDC or otherwise obtained by ESDC relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESDC, to the extent such information is determined by ESDC to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESDC will not be liable for any information disclosed, in ESDC's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESDC is required to disclose pursuant to legal process.

#### 18. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

#### 19. Litigation Costs

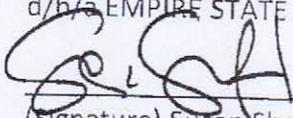
The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESDC's costs including, without limitation, ESDC's attorneys' fees. The Grantee shall also pay any and all of ESDC's collection costs including, without limitation, its attorneys' fees.

#### 20. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESDC under the terms of this Agreement.

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION

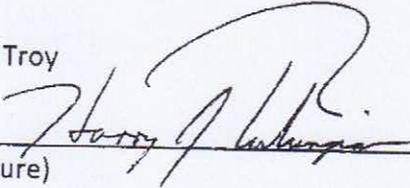


(Signature) Susan Shaffer, Acting Vice President, Loans and Grants

5/10/11

(date)

City of Troy



(Signature)

HARRY J. TUTUNJIAN Mayor of Troy  
(Printed name and title)

5/24/11  
(date)

Rev. 01/03/2011

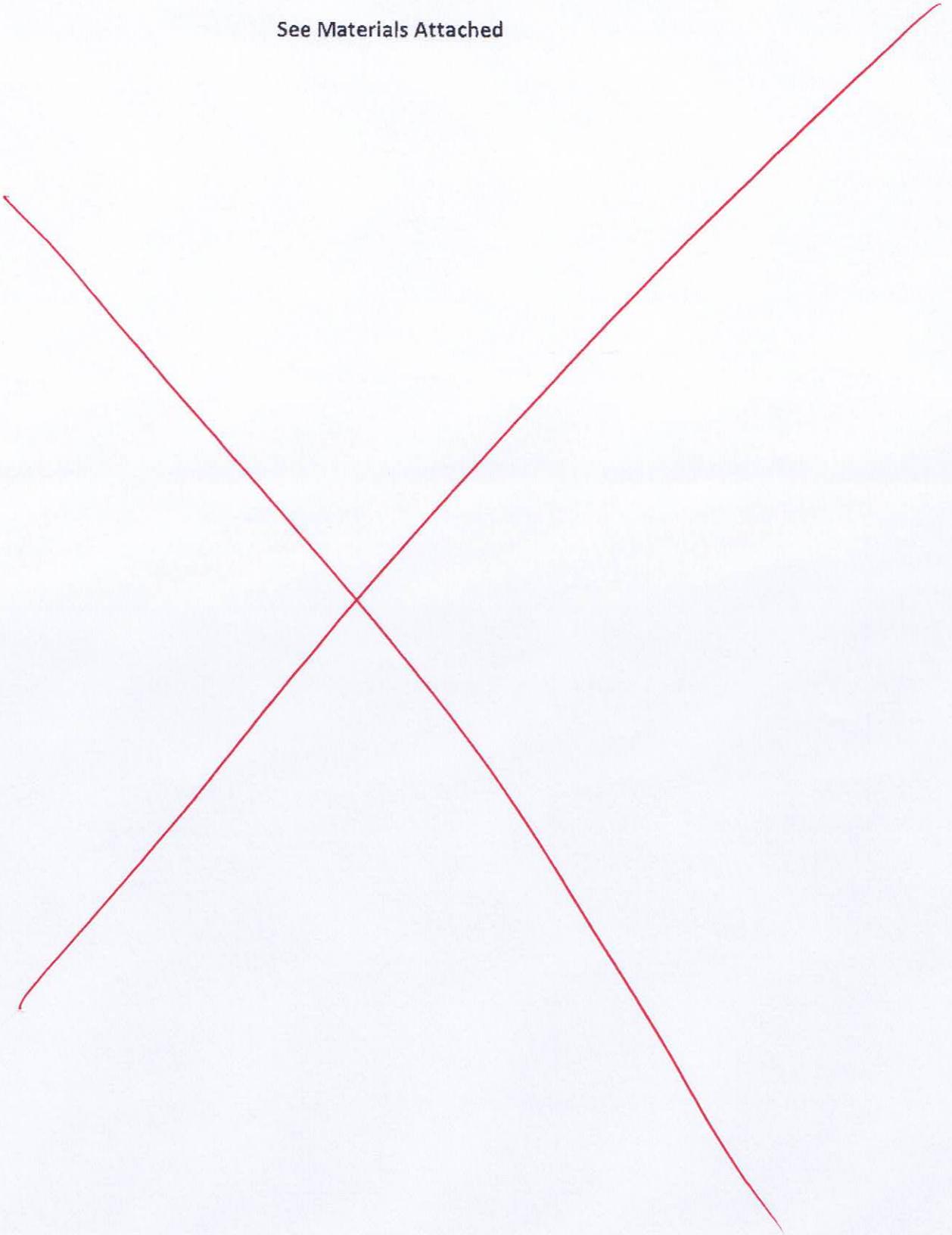
## ESDC CAPITAL GRANT DISBURSEMENT AGREEMENT

### EXHIBITS

EXHIBIT A	General Project Plan
EXHIBIT B	Construction Requirements
EXHIBIT C	Recapture Terms
EXHIBIT D	Opinion of Counsel
EXHIBIT E	Disbursement Terms
EXHIBIT F	Payment Requisition Form
EXHIBIT F-1	Financial Condition Documentation
EXHIBIT F-2, F-2A	Project Cost & Completion Documentation
EXHIBIT G	Non-Discrimination and Affirmative Action Policy
EXHIBIT G-1	M/WBE Compliance Report
EXHIBIT G-2	Monthly Employment Utilization Report
EXHIBIT H	Employment Reporting Form
EXHIBIT I	Special Provisions
EXHIBIT I-1	Letter of Understanding

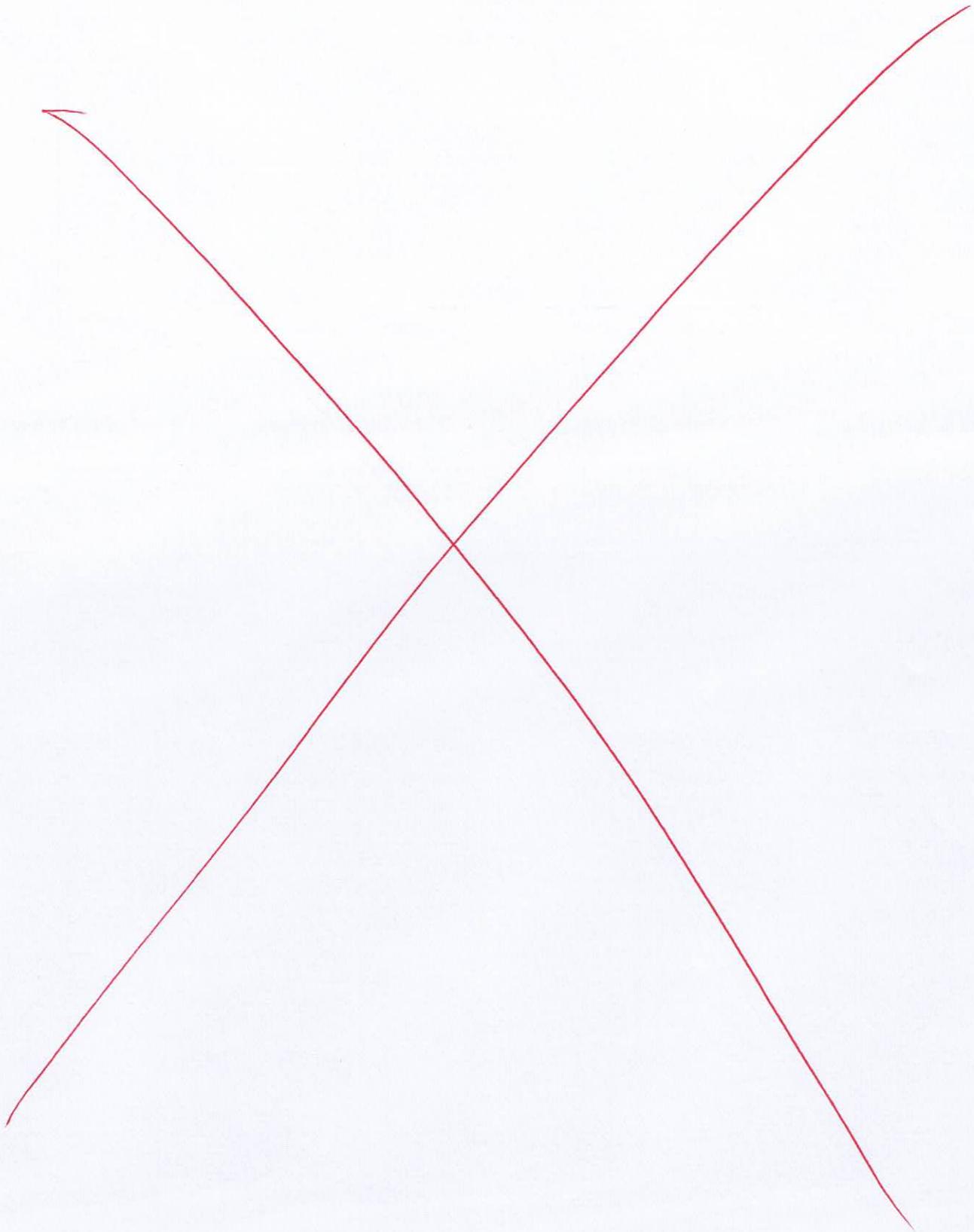
**EXHIBIT A: GENERAL PROJECT PLAN**

**See Materials Attached**



**EXHIBIT B: CONSTRUCTION REQUIREMENTS**

**See Materials Attached**



A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011

General Project Plan

**Grantee:** City of Troy (“Troy” or the “City”)

**Beneficiaries:** Columbia Development Companies (the “Developer”)  
Rensselaer Polytechnic Institute (“RPI”)  
The Proctor Hotel, Ltd. (wholly-owned subsidiary of RPI)

**ESD Investment:** A grant of up to \$3,300,000 to be used for a portion of the cost to renovate two commercial buildings and stabilize a third building including removal/abatement/remediation of present hazardous materials.

**Project Location:** Troy, Rensselaer County  
  
70-76 Fourth Street - Chasan Building  
82-90 Fourth Street - Proctor’s Office Building  
82-90 Fourth Street - Proctor’s Theater/Stage Building

**NYS Empire Zone (or equivalent):** Troy Empire Zone

**Project Completion:** June 2013

**Grantee Contact:** William Roehr, Deputy Commissioner, Planning & Grants  
One Monument Square  
Troy, NY 12180  
Phone: (518) 378-8439

**Beneficiary Contact:** Thomas Keaney, Project Manager  
Columbia Development Companies  
302 Washington Avenue Ext.  
Albany, NY 12203  
(518) 862-9133 Ext. 4508  
  
Paul W. Martin, Assistant Vice President  
Rensselaer Polytechnic Institute  
110 8<sup>th</sup> Street  
Troy, NY 12180  
(518) 276-8711

**A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011**

<b>Project Team:</b>	Project Management	Linda Dillon
	Affirmative Action	Gowshihan Sriharan
	Environmental	Soo Kang
	Design & Construction	Scott Renzi

**Project Description:**

Background

The City of Troy is located in Rensselaer County on the eastern shore of the Hudson River. The City was incorporated in 1789 and prospered quickly due to its strategic location along a major transportation waterway. The opening of the Erie Canal in 1825 coupled with advances in the steel and iron industries accelerated that growth and by the mid-1800’s, Troy had become one of the richest cities in the United States.

The City of Troy currently has a population of 49,170 residents and like many Upstate New York communities, has suffered from an extended period of economic decline. The City has lost much of its economic base and population over the past several years. Factors contributing to the City’s economic condition include: the loss of 9.4% of its population between 1990 and 2000; an 8.5% unemployment rate for Rensselaer County as of January 2011; 19% of the City’s residents live below the poverty level. To further compound the problem, the community’s economic center includes large swaths of vacant industrial buildings.

As a recipient of Restore NY II funding, the City is currently undertaking steps to redevelop its downtown waterfront by demolishing and redeveloping structures along the Hudson River. Along the east side of nearby Fourth Street between State Street and Broadway however, the presence of the Proctor’s Theater, once a grand historic landmark, has had a negative impact on revitalization efforts. Vacant since 1977, this massive structure, with its nearly half-block long façade, behind which a vacant five-story office building is situated, has severely deteriorated over time. Likewise, the nearby Chasan Building, located on the north west corner of the block, has fallen into disrepair and has been vacant for years. The deserted and blighted appearance of these buildings has had a chilling effect on the area. Potential developers, otherwise interested in the attractive and historical buildings located nearby, have been reluctant to invest due to the large vacant expanse created by the Proctor’s and Chasan buildings, creating a ripple effect of disinvestment along the Fourth Street corridor.

Restore NY III funds are needed to support the \$14.4 million project cost for the City, in partnership with Columbia Development Companies, to redevelop these structures. Columbia Development Companies was founded in 1988 and is one of the Capital Region’s leading commercial real estate development companies. Columbia Development Companies specializes in site selection, architecture/engineering, interior design, permitting, construction, market/leasing and redevelopment services.

**A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)**  
March 23, 2011

The Chasan Building is currently owned by Rensselaer Polytechnic Institute and the Proctor’s Office Building and Theater are owned by RPI’s affiliate The Proctor Hotel, Ltd. Prior to construction commencement, Columbia Development Companies, or an affiliate thereof, will have completed the purchase of the three properties.

The Project

The project includes the rehabilitation of the Chasan Building, a vacant 33,520-square-foot three-story structure located at 70-76 Fourth Street, for retail and office space. The renovation will include restoration of the building’s façade. The total cost the renovation is \$5,433,919 and \$1.2 million in Restore funds will be used toward renovations, demolition and environmental cleanup costs. Renovations will be completed by November 2011.

The project also includes the rehabilitation of the Proctor’s Office Building, a vacant 30,094-square-foot five-story structure located at 82-90 Fourth Street, for retail and office space. The renovation includes restoration of building’s historic façade. The total cost is \$7,311,475 and \$1.7 million in Restore funds have been allocated toward renovations, demolition and environmental cleanup costs.

Columbia Development Companies will also stabilize and remediate the Proctor’s Theater, a vacant 60,000-square-foot structure located at 82-90 Fourth Street, directly behind and attached to the Proctor’s Office Building. Stabilization and environmental remediation measures are needed to prevent the infiltration of contaminants from this structure into the Proctor’s Office Building and to mitigate any structural issues that may threaten the integrity of the Proctor’s Office Building. These improvements are also necessary to provide safe access to the structure so that the evaluation of its potential for future reuse may continue. Renovations to the Proctor’s Office Building and stabilization/remediation of the Proctor’s Theater will occur simultaneously and improvements to both buildings will be completed by June 2013. The total cost to stabilize and remediate the Proctor’s Theater is \$1.65 million and \$400,000 in Restore funds have been allocated toward this effort.

Restore NY III funds will be used to preserve the Proctor’s Theater façade and to renovate the Chasan and the Proctor’s Office buildings, adding high-end commercial and retail space in downtown Troy. Restore NY funds will also be used to remediate and stabilize the Proctor’s Theater so that exploration of its potential for future adaptive reuse may continue. These redevelopment efforts will transform a formerly lifeless block of Fourth Street to its original grandeur, spurring further redevelopment of other historic buildings along the corridor.

**A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011**

**70-76 Fourth Street (Chasan Building)**

Financing Uses	Amount	Financing Sources	Amount	Percent
Land Acquisition	\$320,000	ESD Grant	\$1,200,000	22%
Renovations	4,331,086	City Equity*	4,233,919	78%
Infrastructure/Site preparation (demolition, water/sewer, environmental cleanup)	388,333			
Indirect/Soft Costs	251,167			
Other (SHPO, Developer Fee)	143,333			
<b>Total Project Costs</b>	<b>\$5,433,919</b>	<b>Total Project Financing</b>	<b>\$5,433,919</b>	<b>100%</b>

\*Source of equity is from the Developer

**82-90 Fourth Street (Proctor’s Office Building)**

Financing Uses	Amount	Financing Sources	Amount	Percent
Renovations	5,781,642	City Equity*	5,611,475	77%
Infrastructure/Site preparation (demolition, water/sewer, environmental cleanup)	788,333			
Indirect/Soft Costs	398,167			
Other (SHPO, Developer Fee)	163,333			
<b>Total Project Costs</b>	<b>\$7,311,475</b>	<b>Total Project Financing</b>	<b>\$7,311,475</b>	<b>100%</b>

\*Source of equity is from the Developer

**82-90 Fourth Street (Proctor’s Theater)**

Financing Uses	Amount	Financing Sources	Amount	Percent
General Construction (stabilization/cleanup)	\$1,000,000	ESD Grant	\$400,000	24%
Infrastructure/Site Prep (environmental cleanup)	650,000	City Equity*	1,250,000	76%
<b>Total Project Costs</b>	<b>\$1,650,000</b>	<b>Total Project Financing</b>	<b>\$1,650,000</b>	<b>100%</b>

\*Source of equity is from the Developer

**A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011**

**Financial Terms and Conditions:**

1. Upon execution of the grant disbursement agreement, the City will reimburse ESD for all out-of-pocket expenses incurred in connection with the project.
2. The City will be obligated to advise ESD of a materially adverse change in its financial condition prior to disbursement.
3. The City will ensure the contribution of at least a 10% match of the grant amount to the Project.
4. **70-76 Fourth Street (Chasan Building)** - Up to \$1,200,000 will be disbursed to Grantee upon documentation of project costs totaling \$5,433,919 and upon completion of the project substantially as described in these materials, in compliance with ESD’s Design and Construction requirements, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after May 4, 2009 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

**82-90 Fourth Street (Proctor’s Theater)** - Up to \$400,000 will be disbursed to Grantee upon documentation of project costs totaling \$1,650,000 and upon completion of the project substantially as described in these materials, in compliance with ESD’s Design and Construction requirements, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after May 4, 2009 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

**82-90 Fourth Street (Proctor’s Office Building)** - Up to \$1,700,000 will be disbursed to Grantee upon documentation of project costs totaling \$7,311,474 and upon completion of the project substantially including stabilization and remediation of the Proctor’s Theater as described in these materials, in compliance with ESD’s Design and Construction requirements, assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after May 4, 2009 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

5. ESD may reallocate the project funds to another form of assistance, at an amount no greater than \$3,300,000, for this project if ESD determines that the reallocation of the

**A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011**

assistance would better serve the needs of the City and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by the Directors.

6. If the Grantee is not the owner of the Project, then the Grantee shall prohibit, for five years from the date of the initial disbursement of Grant funds, any transfer of the Project in whole or in part, by sale, lease, or conveyance of any interest in or with respect to the Project except (a) transfers of minor interests in the Project site, such as utility easements and limited rights-of-way, and (b)(i) the arms-length basis sale or lease of individual condominium units in the ordinary course of business for a condominium development and (ii) the arms-length basis residential or commercial lease in the ordinary course of business for a commercial, residential, or mixed-use rental development. In the event that such a prohibited transfer occurs within such five-year period, the Grantee shall pay to ESD, promptly upon ESD’s written demand therefore, the applicable amount indicated below.

The Recapture Amount is based on the time that has lapsed between when the Grant funds were disbursed and when the transfer occurred. The Recapture Amount shall be calculated by aggregating the Recapture Amount for each disbursement of the Grant, which in each instance shall be equal to:

- (i) 100% of the disbursed amount if the transfer occurred in the calendar year that the disbursement was made, or in the first full calendar year after the disbursement was made;
- (ii) 80% of the disbursed amount if the transfer occurred in the second full calendar year after the disbursement was made;
- (iii) 60% of the disbursed amount if the transfer occurred in the third full calendar year after the disbursement was made;
- (iv) 40% of the disbursed amount if the transfer occurred in the fourth full calendar year after the disbursement was made;
- (v) 20% of the disbursed amount if the transfer occurred in the fifth full calendar year after the disbursement was made.

**Design and Construction:**

D&C staff will review project plans, specifications, close out documents and visit the three subject buildings comprising the Proctors Theater, Proctors Office Building and Chasan Building within the City of Troy.

D&C will verify city close-out documentation for all scoped work confirming both stabilization and rehabilitation compliance. There will be a single payment per site upon presentation of project specific close out documentation which will be reviewed and recommended for payment only when D&C and SHPO requirements have been satisfied.

The aforementioned project will be reviewed in conjunction with D&C requirements and forms.

**A. Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011**

**Environmental Review:**

The City of Troy Planning Board, as lead agency, has completed an environmental review of the proposed project, pursuant to the requirements of the State Environmental Quality Review Act (“SEQRA”) and the implementing regulations of the New York State Department of Environmental Conservation. This review found the project to be a Type I Action, which would not have a significant effect on the environment. The lead agency issued a Negative Declaration on November 10, 2010. ESD staff reviewed the Negative Declaration and supporting materials and concurs. It is recommended that the Directors make a Determination of No Significant Effect on the Environment.

Due to the involvement of buildings listed on or eligible for listing on the New York State and National Registers of Historic Places, ESD has confirmed that the project sponsor initiated consultation with the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP”) pursuant to Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. ESD will ensure that consultation is completed with OPRHP in accordance with a Letter of Understanding.

**Affirmative Action:**

ESD’s Non-discrimination and Affirmative Action policy will apply. The Client is encouraged to use its best efforts to achieve a Minority Business Enterprise participation goal of 7% and a Women Business Enterprise participation goal of 3% of the total dollar value of work performed pursuant to contracts or purchase orders entered into in connection with the construction work related to the project and to include minorities and women in any job opportunities created by the project.

**Statutory Basis – Restore NY Communities:**

Land Use Improvement Project Findings

1. The area in which the project is to be located is a substandard or insanitary area, or is in danger of becoming a substandard or insanitary area and tends to impair or arrest sound growth and development of the municipality.

The project involves the rehabilitation of vacant commercial buildings, which have been deemed by the City to arrest sound growth and development in the area.

2. The project consists of a plan or undertaking for the clearance, replanning, reconstruction and rehabilitation of such area and for recreational and other facilities incidental or appurtenant thereto.

The project involves the rehabilitation of a site that the City has included in its overall master development plan to redevelop the downtown area known as the Fourth Street Corridor.

A. Troy - RESTORE III – Proctor's Theater/Office and Chasan Building  
Rehabilitation (W814)  
March 23, 2011

3. The plan or undertaking affords maximum opportunity for participation by private enterprise, consistent with the sound needs of the municipality as a whole.  
The City published a property assessment list and held a public hearing on the project at the time of application. The City will ensure compliance with all applicable local laws and regulations.
4. The requirements of Section 10(g) of the Act are satisfied.  
There are no families or individuals displaced from the Project area.

**EMPIRE STATE DEVELOPMENT CORPORATION**  
**DESIGN AND CONSTRUCTION REQUIREMENTS**

**For RESTORE Projects**

**Rehabilitation of Proctors Theater and Adjacent Properties, Troy, NY (W814)**

March 23, 2011

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Prior to completion of **Rehabilitation/Stabilization** submit the following to ESDC:

- Project Budget
- Two (2) ½ size copies of the Final Rehabilitation Plans signed and sealed
- Two (2) copies of the project manuals
- Selected architects/engineers and copy of agreement
- Contractor and CM Agreements/Cost
- Consultant's Code Certification Letter – Attachment A Form

At completion of **Rehabilitation/Stabilization** submit the following to ESDC:

- Copy of Building permit(s)
- Insurance policies naming New York State Urban Development Corporation dba Empire State Development Corporation as additional insured. Contractors are to carry the following limits: Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate, Commercial Automobile insurance of not less than \$1 million and Evidence of Workers Compensation/Employers Liability insurance.
- Asbestos Free Building Certificate for stabilization/rehabilitation work
- Payment Request
- Certificate of Occupancy (CO)
- Contractor's Affidavit
- Contractor's Receipt and Waiver of Lien
- Subcontractor's Receipt and Waiver of Lien
- Affidavit and Final Waiver of Claims and Liens and Release of Rights
- Unconditional Waiver and Release
- Contractor's Certification of Completed Construction – Attachment B Form
- Consultant's Certification of Completed Construction – Attachment C Form

**SHPO Consultation Requirement**

A written update on the status of the consultation with the State Historic Preservation Office (SHPO), pursuant to Section 14.09 of the New York State Historic Preservation Act and in accordance with the Letter of Understanding, must be attached to the Payment Request pertaining to the Proctors Theater along with any recent correspondence from SHPO. Final approval letter from SHPO must be submitted with the Payment Request.

**RESTORE NY  
PAYMENT REQUEST**

*If preparing electronically input data or edit highlighted cells, others will be calculated automatically.*

Project Name: Proctors Theater Complex      Payment Number: \_\_\_\_\_  
 Project Number: W814      Estimated Completion Date: \_\_\_\_\_  
 Percentage Paid by ESDC: \_\_\_\_\_

Description	Contract Amounts	ESD Funded Amounts	Invoiced to ESD			Balance of ESD Portion to Complete
			Prior Months Thru	This Month (Date)	Total To Date	
General Construction*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electrical*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plumbing*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COST</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\* These are examples of types of expenditures. Please insert the name of each individual contractor, architect, etc.



NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION  
Design and Construction Department

CONTRACTOR'S AFFIDAVIT

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF                    )

\_\_\_\_\_ , being first duly sworn, deposes and says:

1. That I reside at \_\_\_\_\_.
2. That I am \_\_\_\_\_  
(Corporate Office)  
a corporation organized and existing under the laws of the State of New York, having its principal offices at \_\_\_\_\_.
3. That the *CONTRACTOR* is the General Contractor of the Restore III, Rehabilitation of Proctors Theater and Adjacent Properties, Troy, NY.  
Pursuant to a Construction Contract dated the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ between the *CONTRACTOR* and the \_\_\_\_\_  
(Owner)
4. That the *CONTRACTOR* has received all payments due it under the aforesaid Construction Agreement as of the date of the immediately preceding requisition, for which it was paid.
5. That to the best of my knowledge and belief, the *CONTRACTOR* has to the date hereof performed all its obligations under the aforesaid Construction Agreement and has paid all just and lawful bills and claims against it in accordance with its contractual obligation with subcontractors and material men who have heretofore performed work and labor or furnished materials and equipment in connection with the aforesaid Construction Agreement.
6. That annexed hereto is a list of all subcontractors and material men who have heretofore performed work and labor or furnished materials and equipment in connection with said Construction Agreement. If none, state "None" \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Officer)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION  
Design and Construction Department

Project: Restore III, Rehabilitation of Proctors Theater and Adjacent Properties, Troy

General Contractor's Requisition No. \_\_\_\_\_

Contract No. \_\_\_\_\_

General Contractor: \_\_\_\_\_

Owner \_\_\_\_\_

CONTRACTOR'S RECEIPT AND WAIVER OF LIEN

\_\_\_\_\_ Corporation (Contractor), in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") known as Restore III, Rehabilitation of Proctors Theater and Adjacent Properties, Troy, NY, (the "Project") and the payment to \_\_\_\_\_ ("Contractor") of certain sums requisitioned by the Contractor pursuant to its Request for Payment No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, (the "Requisition") for work performed or materials supplied for the Project to the date of the Requisition, for the benefit of \_\_\_\_\_ DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received all sums due and owing to it in accordance with its agreement with the Owner with respect thereto, other than sums, if any, withheld by the Owner in accordance with such agreement and approved by the Owner and ESD, for work performed or materials supplied for the Project to the date of \_\_\_\_\_ in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) and DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successor and assigns any and all rights, claims and demands it has or may have against the Owner and ESD, including any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project or any property of the Owner on account of or deriving from labor performed or materials furnished for the Project to the date of the previously submitted requisition.

IN WITNESS WHEREOF, the contractor has caused this Certificate to be duly executed and the seal of the contractor to be affixed as of the date of the Requisition by the undersigned duly authorized officer.

Corporation:

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

State of New York                    )  
  ) ss:  
County of Rensselaer                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber personally appeared \_\_\_\_\_ to me personally know, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that the seal was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public – County of:  
My Commission expires:



NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION  
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Architect") has been paid and has received full payment for all services furnished by Architect and/or employees or others acting for Architect or claiming by, through or under Architect through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at Troy, NY, Rehabilitation of Proctors Theater and Adjoining Property  
(Job Description)

Architect represents and warrants that Architect and all persons and entities acting for or claiming by, through or under Architect have fully performed and furnished all services to have been performed or furnished by Architect and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Architect does hereby release for itself and any party or entity action for Architect or claiming by, through or under Architect, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Architect further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Architect or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Construction Manager") has been paid and has received full payment for all labor, services, equipment or material furnished by Construction Manager and/or subcontractors, suppliers, materialmen, laborers, employees or others acting for Construction Manager or claiming by, through or under Construction Manager through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at Troy, NY, Rehabilitation of Proctors Theater and Adjoining Property  
(Job Description)

Construction Manager represents and warrants that Construction Manager and all persons and entities acting for or claiming by, through or under Construction Manager have fully performed and furnished all labor, services, equipment or material to have been performed or furnished by Construction Manager and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Construction Manager does hereby release for itself and any party or entity action for Construction Manager or claiming by, through or under Construction Manager, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Construction Manager further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Construction Manager or by any person or entity acting for or claiming by, through or under the Construction Manager, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

NOTORIZED

\_\_\_\_\_  
(Company Name)

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "Engineer") has been paid and has received full payment for all services furnished by Engineer and/or employees or others acting for Engineer or claiming by, through or under Engineer through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at Troy, NY, Rehabilitation of Proctors Theater and Adjoining Property  
(Job Description)

Engineer represents and warrants that Engineer and all persons and entities acting for or claiming by, through or under Engineer have fully performed and furnished all services to have been performed or furnished by Engineer and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Engineer does hereby release for itself and any party or entity action for Engineer or claiming by, through or under Engineer, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Engineer further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Engineer or by any person or entity acting for or claiming by, through or under the Engineer, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION  
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION  
UNCONDITIONAL WAIVER AND RELEASE**

The undersigned (the "General Contractor") has been paid and has received full payment for all services furnished by General Contractor and/or employees or others acting for General Contractor or claiming by, through or under General Contractor through

\_\_\_\_\_ to \_\_\_\_\_  
(Date)

on the job of \_\_\_\_\_  
(Owner)

located at Troy, NY, Rehabilitation of Proctors Theater and Adjoining Property  
(Job Description)

General Contractor represents and warrants that General Contractor and all persons and entities acting for or claiming by, through or under General Contractor have fully performed and furnished all services to have been performed or furnished by General Contractor and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The General Contractor does hereby release for itself and any party or entity action for General Contractor or claiming by, through or under General Contractor, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The General Contractor further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the General Contractor or by any person or entity acting for or claiming by, through or under the General Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: \_\_\_\_\_

NOTARIZED

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

CONSULTANT'S CODE CERTIFICATION LETTER

Attachment A

---

The following Certification Letter shall be included in the initial report submitted to ESDC for approval.

DATE

Empire State Development  
633 Third Avenue  
New York, NY 10017-6754

Attention: Mr. Joseph Burkard, AIA  
Sr. Architect  
Design and Construction

Re: Consultant's Code Certification of Architect (Engineer)  
Restore III, Rehabilitation of Proctors Theater and Adjacent Properties  
Troy, NY (W814)

Gentlemen:

The undersigned, a principal of the firm of \_\_\_\_\_, duly qualified and registered to practice architecture/engineering in the State of New York, in connection with the Troy - Restore III, Rehabilitation of Proctors Theater and Adjacent Properties project, does hereby certify that final plans and specifications will be designed to conform with the New York State Building Code and applicable City of Troy regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE

ARCHITECT'S (OR ENGINEER'S) NAME

SEAL

CONTRACTOR'S CERTIFICATION OF COMPLETED CONSTRUCTION

Attachment B

---

The following Certification shall be submitted to ESDC at completion of construction on Contractor's letterhead.

DATE

Empire State Development  
633 Third Avenue  
New York, NY 10017-6754

Attention: Mr. Joseph Burkard, AIA  
Sr. Architect  
Design and Construction

Re: Contractor's Certification of Completed Construction  
Restore III, Rehabilitation of Proctors Theater and Adjoining Property  
Troy, NY (W814)

Gentlemen:

The undersigned, an officer of \_\_\_\_\_ (firm name), in connection with the Troy – Restore III, Rehabilitation of Proctors Theater and Adjoining Property project, does hereby certify that construction of all work required by the construction agreement has been completed in accordance with final construction documents, the New York State Building Code and applicable City of Troy regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SIGNATURE

OFFICER'S NAME & TITLE

CONSULTANT'S CERTIFICATION OF COMPLETED CONSTRUCTION

Attachment C

---

The following Certification shall be submitted to ESDC at completion of construction on Consultant's letterhead.

DATE

Empire State Development  
633 Third Avenue  
New York, NY 10017-6754

Attention: Mr. Joseph Burkard, AIA  
Sr. Architect  
Design and Construction

Re: Consultants Certification of Completed Construction  
Restore III, Rehabilitation of Proctors Theater and Adjoining Property  
Troy, NY (W814)

Gentlemen:

The undersigned, a principal of the firm of \_\_\_\_\_, duly qualified and registered to practice architecture/engineering in the State of New York, in connection with the Troy - Restore III, Rehabilitation of Proctors Theater and Adjoining Property project, does hereby certify that to the best of our knowledge construction of work required by the contract has been completed in accordance with the drawings approved by the City of Troy Building Department and requirements of the New York State Building Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE

ARCHITECT'S (OR ENGINEER'S) NAME

SEAL

## EXHIBIT C: RECAPTURE TERMS

If the Grantee is not the owner of the Project, then the Grantee shall prohibit, for five full calendar years from the date of the initial disbursement of Grant funds (the "Restricted Period"), any transfer of the Project in whole or in part, by sale, lease, or conveyance of any interest in or with respect to the Project except (a) transfers of minor interests in the Project site, such as utility easements and limited rights-of-way, and (b)(i) the arms-length basis sale or lease of individual condominium units in the ordinary course of business for a condominium development and (ii) the arms-length basis residential or commercial lease in the ordinary course of business for a commercial, residential, or mixed-use rental development. During the Restricted Period, the Grantee shall provide to ESDC annually, on or before February 1st of each full calendar year following the disbursement of the Grant, a written certification of the name, address and contact information for the owner of the Project Location(s) (verified by the Grantee by examination of the official title record for the "Project Location(s)) as of the immediately preceding January 1 and whether the ownership of the Project has changed since the date of the initial disbursement of Grant funds, and if ownership has changed, the name, address and contact information for the new owner. In the event that such a prohibited transfer occurs within such five-year period, the Grantee shall pay to ESDC, promptly upon ESDC's written demand therefore, the applicable amount (the "Recapture Amount") indicated below.

The Recapture Amount is based on the time that has lapsed between when the Grant funds were disbursed and when the transfer occurred. The Recapture Amount shall be calculated by aggregating the Recapture Amount for each disbursement of the Grant, which in each instance shall be equal to:

- (i) 100% of the disbursed amount if the transfer occurred in the calendar year that the disbursement was made, or in the first full calendar year after the disbursement was made;
- (ii) 80% of the disbursed amount if the transfer occurred in the second full calendar year after the disbursement was made;
- (iii) 60% of the disbursed amount if the transfer occurred in the third full calendar year after the disbursement was made;
- (iv) 40% of the disbursed amount if the transfer occurred in the fourth full calendar year after the disbursement was made;
- (v) 20% of the disbursed amount if the transfer occurred in the fifth full calendar year after the disbursement was made.

## EXHIBIT D: OPINION OF COUNSEL

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development Corporation  
Hedley Park Place  
433 River Street – Suite 1003  
Troy, NY 12180

Attn: Linda Dillon

Re: Troy - RESTORE III – Proctor's Theater/Office and Chasan Building Rehabilitation, Project #W814

Ladies and Gentlemen:

We have acted as special counsel to City of Troy, a municipality (the "Grantee"), in connection with the execution and delivery of the Grant Disbursement Agreement dated [Date of Agreement] (the "Agreement") between New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESDC") and the Grantee.

This opinion letter is being furnished to you at our client's request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon oral or written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESDC) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESDC and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESDC by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

## EXHIBIT E: DISBURSEMENT TERMS

### Disbursement

Upon compliance with the terms of this Agreement, and receipt of the fees as set forth below, ESDC shall disburse the Grant to the Grantee as follows:

#### Fees due:

Reimbursement for out-of-pocket expenses      \$692.50

#### I. Initial Disbursement

Up to \$1,200,000 will be disbursed to Grantee upon completion of 70-76 Fourth Street substantially as described in Exhibit A and documentation of project costs totaling \$5,433,919 for 70-76 Fourth Street, in compliance with ESD's Design and Construction requirements and provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Payment will be made upon presentation to ESDC of an invoice and such other documentation as ESDC may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after May 4, 2009 to match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

#### II. Second Disbursement

Up to \$400,000 will be disbursed to Grantee upon completion of 82-90 Fourth Street (Proctor's Theater) substantially as described in Exhibit A and documentation of project costs totaling \$1,650,000 for 82-90 Fourth Street (Proctor's Theater), in compliance with ESD's Design and Construction requirements and provided the Grantee is otherwise in compliance with the terms and conditions of this Agreement. Payment will be made upon presentation to ESDC of an invoice and such other documentation as ESDC may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after May 4, 2009 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

#### III. Third Disbursement

Up to \$1,700,000 will be disbursed to Grantee upon completion of 82-90 Fourth Street (Proctor's Office Building), including stabilization and remediation of the Proctor's Theater substantially as described in Exhibit A and documentation of project costs totaling \$7,311,474 for 82-90 Fourth Street (Proctor's Office Building), in compliance with ESD's Design and Construction requirements and provided the Grantee is otherwise in compliance with the

terms and conditions of this Agreement. Payment will be made upon presentation to ESDC of an invoice and such other documentation as ESDC may reasonably require, in the forms attached to this Agreement as Exhibits B and F and their attachments. Expenses must be incurred on or after May 4, 2009 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements retroactive to June 23, 2006, when the Restore New York Legislation was enacted.

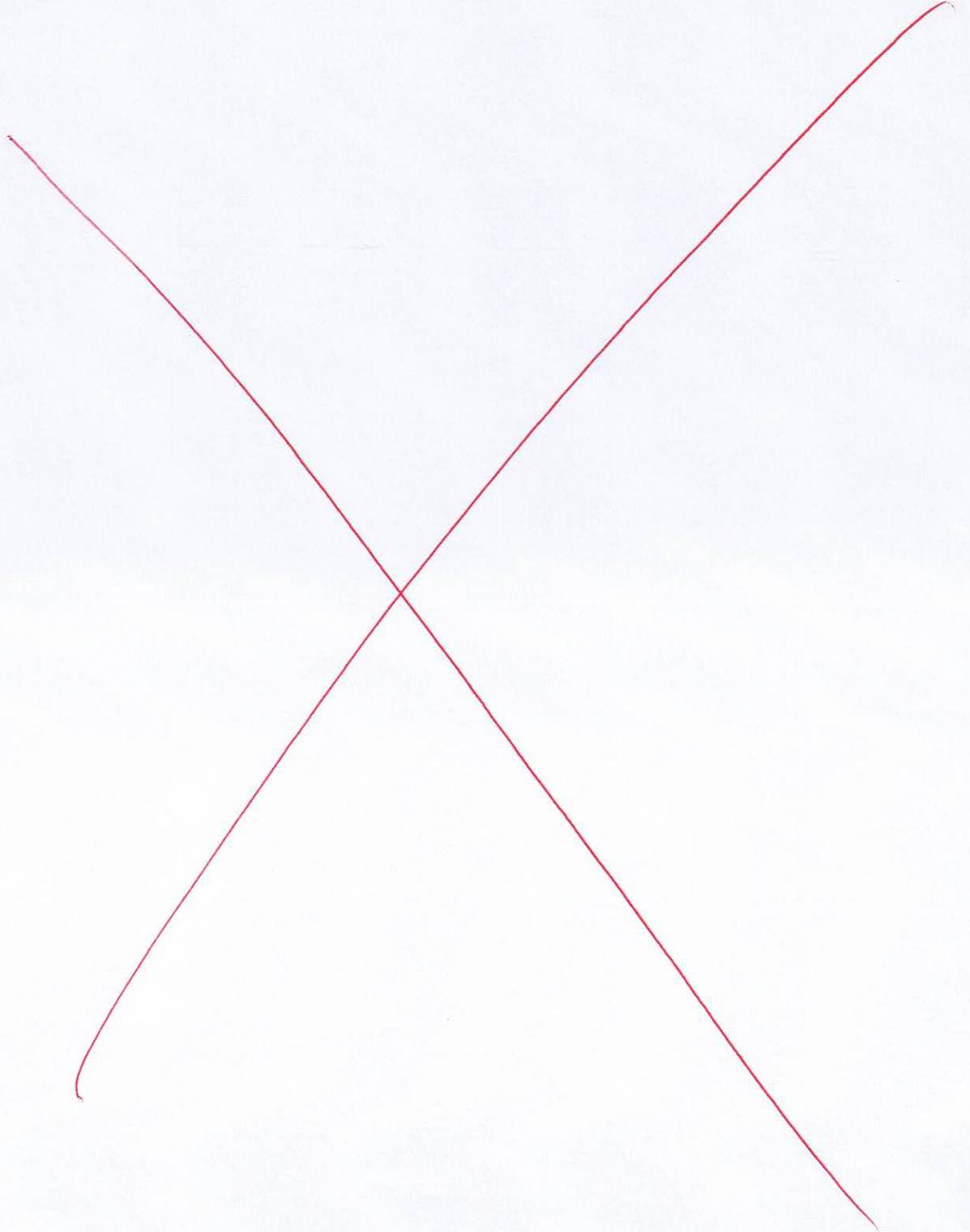


EXHIBIT E: DISBURSEMENT TERMS (Cont.)

**Wire Transfer Information:**

If ESD assistance is \$10,000 or greater, please provide:

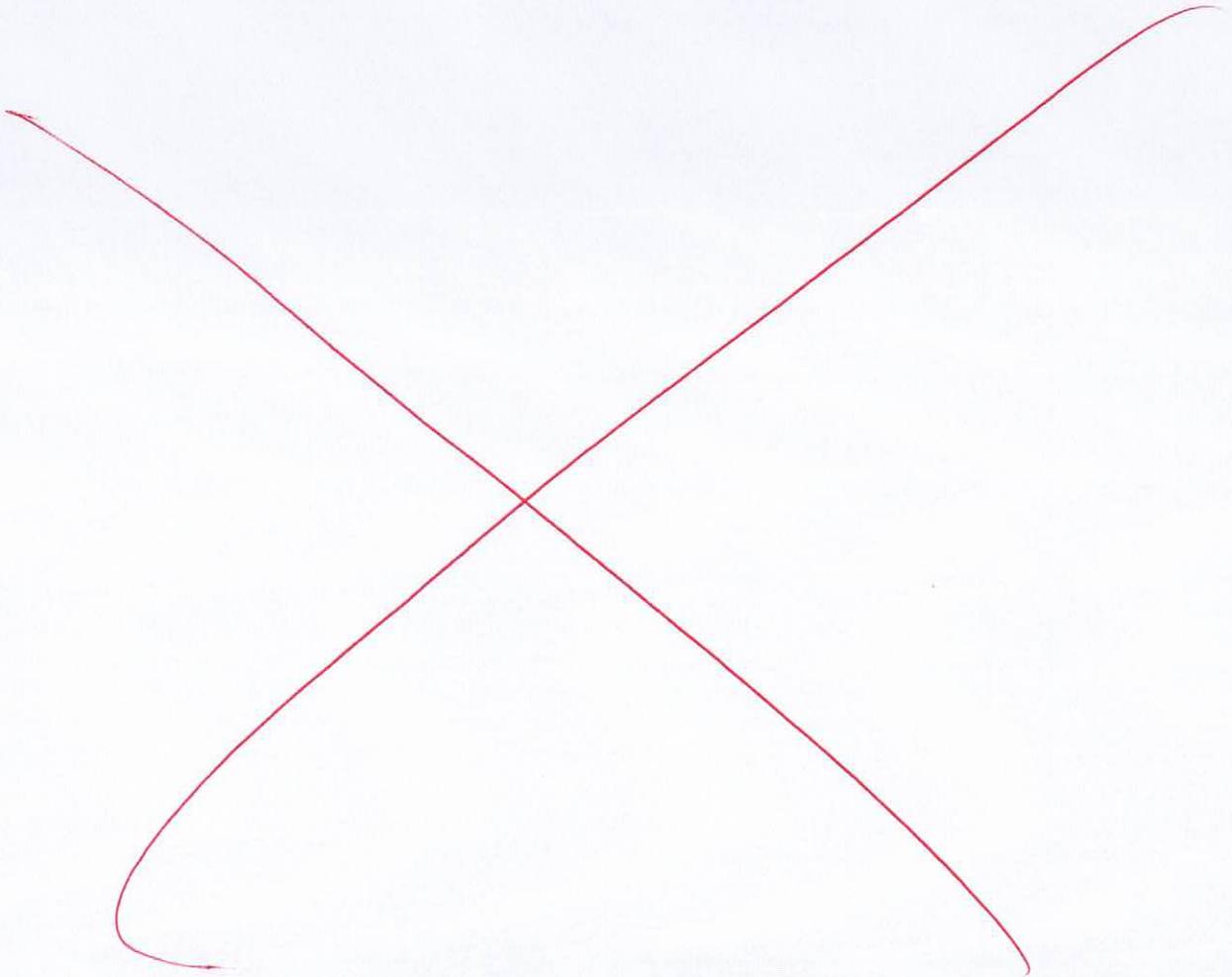
-A letter from a financial officer of City of Troy certifying to the accuracy of the following information:

Bank Name: \_\_\_\_\_

ABA #: \_\_\_\_\_

Acct. Name: \_\_\_\_\_

Acct. #: \_\_\_\_\_



## EXHIBIT F: CAPITAL GRANT PAYMENT REQUISITION FORM

Note to Grantee: Do not re-type this form. Fill in only the version included in the executed GDA.

Linda Dillon, Project Manager  
 Empire State Development Corporation  
 633 Third Avenue  
 New York, New York 10017

RE: Troy - RESTORE III – Proctor’s Theater/Office and Chasan Building Rehabilitation, Project #W814

Dear Linda Dillon:

Enclosed please find our request for payment/reimbursement, in the amount of \$ \_\_\_\_\_.

ESDC funds may be applied by Grantee in payment or reimbursement of the following costs:

Invoice # \_\_\_\_\_

Minimum Expense Incurred (per Exhibit E)		See Below			
Eligible Expenses	A: Actual Costs Incurred (this request)	B: ESDC Share (this request)	C: Cumulative Amount Previously Received from ESDC	D: Grant Amount (Cumulative if multi-year grant)	E: (D-C-B) Grant Balance Remaining
70-76 Fourth St. (Chasan Bldg)*				\$1,200,000	
82-90 Fourth St. (Proctor's Theater)**				400,000	
82-90 Fourth St. (Proctor's Office)***				1,700,000	
TOTAL				\$3,300,000	

\*70-76 Fourth St. (Chasan Bldg) – Rehabilitation/Renovation project costs totaling \$5,433,919

\*\*82-90 Fourth St. (Proctor's Theater/Stage) – Stabilization/Remediation project costs totaling \$1,650,000

\*\*\*82-90 Fourth St. (Proctor's Office Bldg) – Rehabilitation/Renovation project costs totaling \$7,311,474 and completion of stabilization/remediation of Proctor's Theater

### CERTIFICATION

I hereby warrant and represent to the Empire State Development Corporation ("ESDC") that:

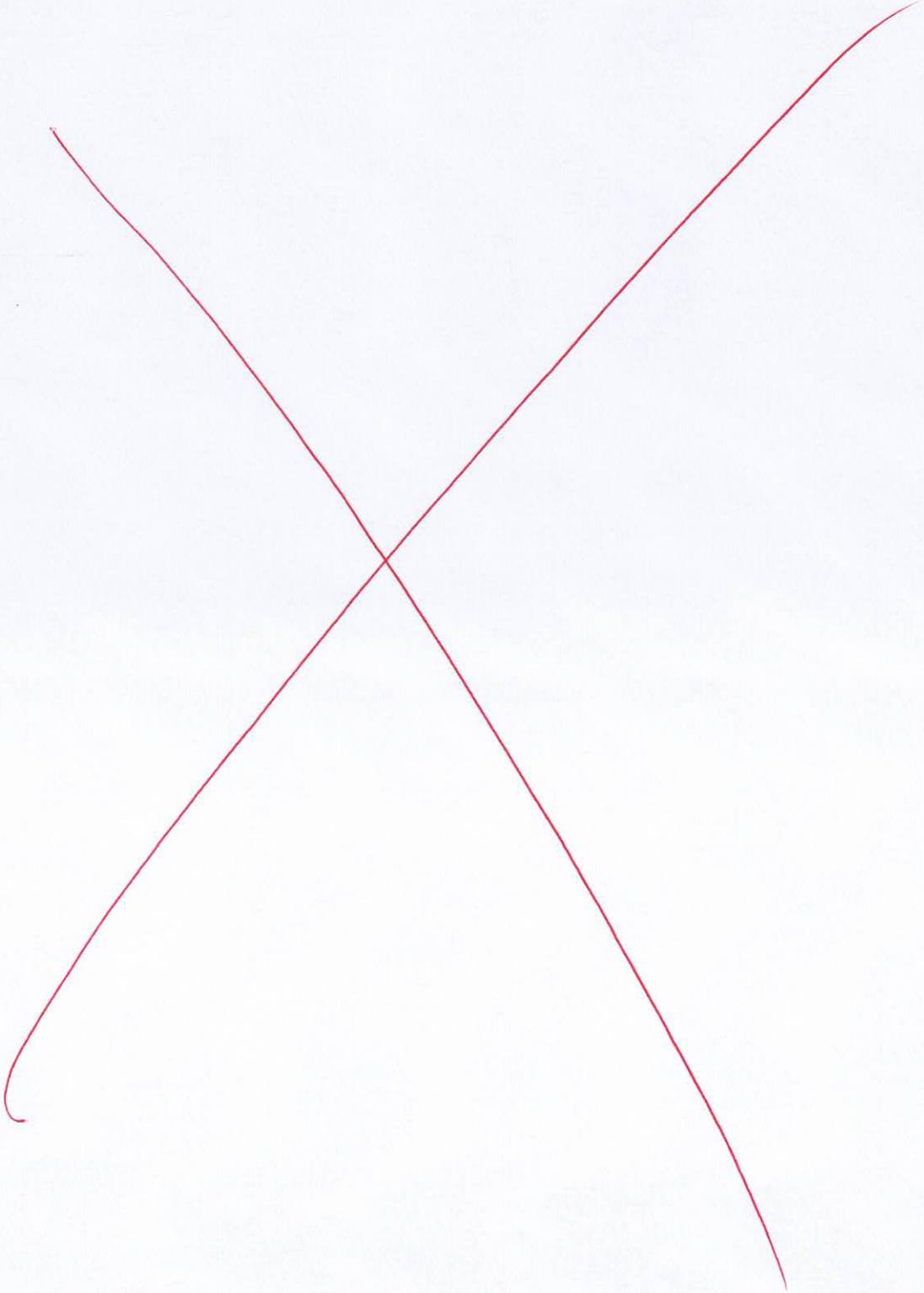
- 1) To the best of my knowledge, information and belief, the expenditures for which City of Troy is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESDC and City of Troy, are eligible expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESDC does not duplicate reimbursement or disbursement of costs and/or expenses from any other source. These findings will be subject to audit by ESDC's Internal Audit Department
- 2) I have the authority to submit this invoice on behalf of City of Troy. The project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESDC approval, in support of this requisition:
  - \_\_\_ Exhibit B: ESDC Construction Requirements (required with every payment request)
  - \_\_\_ Exhibit F-2: Project Cost & Completion Affidavit (required with every payment request)
  - \_\_\_ Exhibit G-1: M/WBE Compliance Report
- 4) There has been no adverse material change in the financial condition of the Grantee, except as disclosed in writing to ESDC, from the date of submission of the Application to the date hereof.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT F-1: FINANCIAL CONDITION DOCUMENTATION**

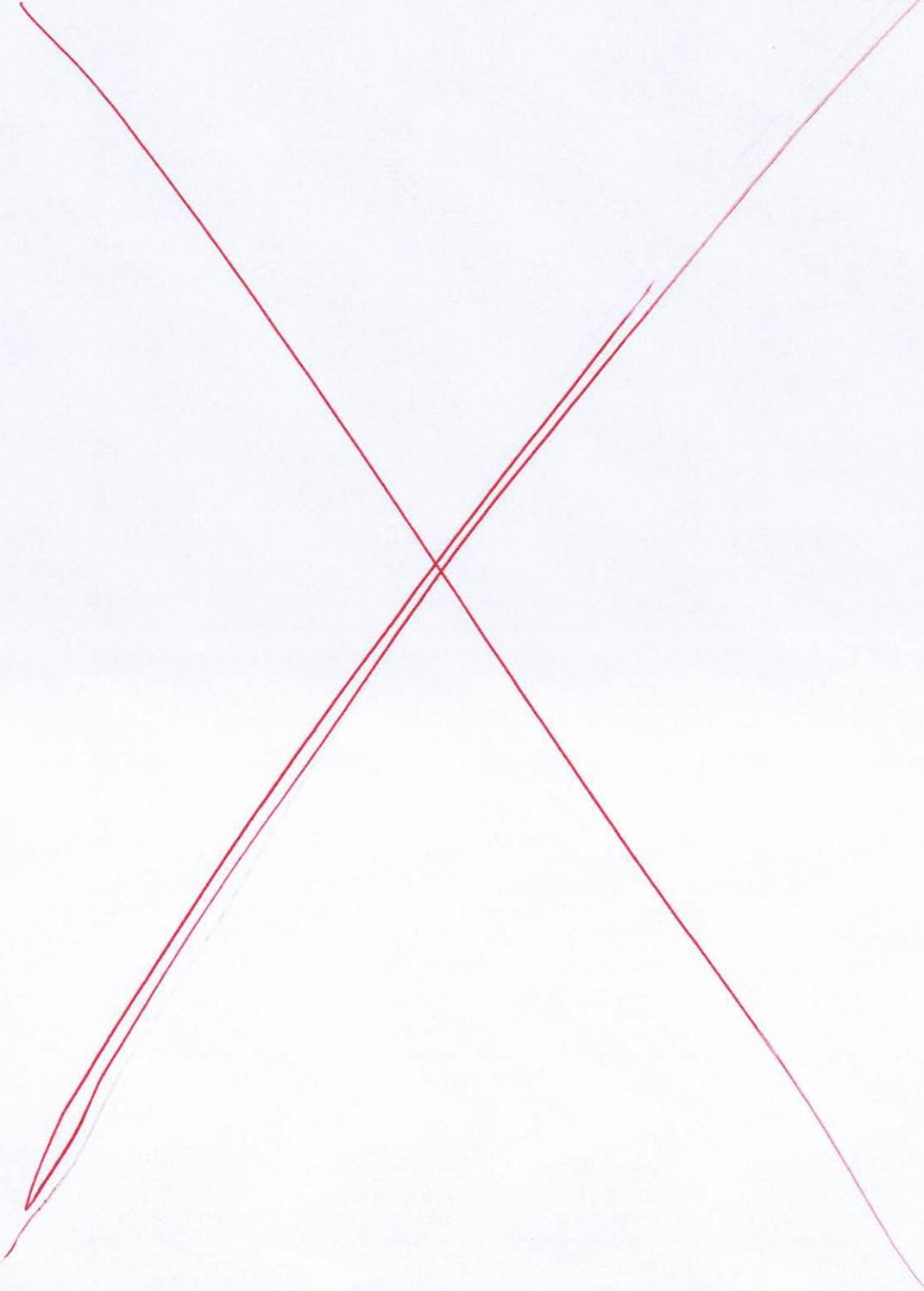
**Intentionally Deleted**





**EXHIBIT F-2A: DOCUMENTATION OF PROJECT COSTS**

**Intentionally Deleted**



## EXHIBIT G: NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY

### Policy

It is the policy of the State of New York and ESDC, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by ESDC's participation in projects or initiatives, and/or the use of ESDC funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) Grantee shall be encouraged to use its best efforts to achieve a Minority Business Enterprise participation goal of 7% and a Women Business Enterprise participation goal of 3% of the total dollar value of work performed under this Agreement, and to include minorities and women in any job opportunities created by the project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by ESDC, or its designee, for the purpose of ascertaining compliance with provisions hereof.

- 4) In the event that the Grantee or any Contracting Party violates any of the provisions of this Agreement, the ESDC may require that the following sanctions and remedies for non-compliance be imposed: (i) Summon the Grantee or Contracting Party for a hearing with the AAO. (ii) After any such hearing, and a determination by the AAO that the Grantee or Contracting Party has failed to comply with any of these provisions, and the passage of time in which to remedy such failure has transpired, this Agreement may be canceled, terminated or suspended, in whole or in part. Alternatively, the AAO, in his/her sole discretion, may assess liquidated damages against the Grantee for failure to demonstrate its best efforts in complying with the affirmative action program. Liquidated damages may be assessed in an amount equal to the dollar value of Contracts that would have been realized by M/WBEs if the goals had been achieved. (iii) If such an award is assessed against Grantee, the amount of such assessment may be withheld from any monies due to the Grantee by the ESDC or may be paid to the ESDC by the Grantee. Any liquidated damages collected hereunder shall be paid into one or more M/WBE technical assistance funds administered by the ESDC. (iv) Such sanctions that may be imposed and remedies invoked hereunder, shall be considered independent of, or in addition to, sanctions and remedies otherwise provided by law.
  
- 5) Grantee shall include or cause to be included, paragraphs (1) through (5) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

## ESDC NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

### Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by ESDC.

### Affirmative Action Officer ("AAO")

Shall mean ESDC's Affirmative Action Officer or his/her designee, managing the affirmative action program for ESDC.

### Best Efforts - Minority and Women-owned Business Enterprise Participation

For the purposes of this Agreement, it is understood that (i) best efforts are not limited to the efforts specified herein, and (ii) the role of M/WBE firms are not restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such best efforts shall include at least the following:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations. Each Contracting Party shall maintain records detailing the efforts made to provide for meaningful M/WBE participation in the work, including the names and addresses of all M/WBEs contacted and, if an M/WBE is the low bidder and is not selected for such work or portion thereof, the reasons for such decision;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on the Contract;
- (e) Utilizing the resources of the AAO to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities, where appropriate, to ensure that the Contracting Party will meet its obligations herein; and

- (g) Remitting payment in a timely fashion.
- (h) A Contracting Party's best efforts will be assessed by examining the total dollar value of the work performed by M/WBEs. The total dollar value of the work performed by M/WBEs will be determined as: (i) the dollar value of the work subcontracted to M/WBEs; (ii) where the Contracting Party is a joint venture, association, partnership or other similar entity including one or more M/WBEs -- the contract price multiplied by the percentage of the entity's profits/losses which are to accrue to M/WBE(s) under the Contracting Party's agreement; or (iii) where the M/WBE is the Contracting Party -- the contract price.

### **Contract**

Shall mean (i) a written agreement or purchase order instrument, or amendment thereto, executed by or on behalf of a **Contracting Party**, providing for a total expenditure in excess of \$5,000 for labor, services, supplies, equipment, materials or any combination of the foregoing funded in whole or in part with ESDC funds and (ii) any loan or grant agreement funded in whole or in part with ESDC funds.

### **Contracting Party**

goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by ESDC and (ii) **any borrower or grantee** receiving funds from ESDC pursuant to a loan or grant document.

### **Minority Business Enterprise ("MBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing; (iii) an enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

### **Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Subcontract**

Shall mean an agreement providing for a total expenditure in excess of \$1,500 between a **Contracting Party** and any individual or business enterprise, for goods or services rendered in connection with any project or initiative funded in whole or in part with ESDC funds.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing; (iii) an enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

**EXHIBIT G-2: MONTHLY EMPLOYMENT UTILIZATION REPORT (Please see attached instructions)**

COMPANY NAME: _____ ADDRESS: _____ TELEPHONE NUMBER: _____ FEDERAL ID NO.: _____ CHECK IF NOT-FOR-PROFIT: _____	PROJECT NAME: _____ PROJECT LOCATION: _____ COUNTY: _____ ZIP: _____ REPORTING PERIOD: Month _____ Yes _____	CONTRACTOR START DATE: _____ ESTIMATED COMPLETION DATE: _____ PERCENT OF JOB COMPLETED (for reporting period): _____ CONTRACT NO.: _____ CONTRACT AMOUNT: _____
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CLASSIFICATION	1. WORKER HOURS OF EMPLOYMENT										2. NUMBER OF WORKERS				3. CONSTRUCTION TRADES			
	1a. ALL WORKER HOURS		1b. BLACK (Not of Hispanic Origin)		1c. HISPANIC		1d. ASIAN or PACIFIC ISLANDER		1e. NATIVE AMERICAN/ ALASKAN NATIVE		3a. ALL		3b. MINORITY					
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
Supervisory																		
Journey Worker																		
Apprentice																		
Trainee																		
Subtotal																		
Journey Worker																		
Trainee																		
Subtotal																		
Journey Worker																		
Apprentice																		
Trainee																		
Subtotal																		
TOTAL SUPERVISORS																		
TOTAL JOURNEY WORKERS																		
TOTAL APPRENTICES																		
TOTAL TRAINEES																		
GRAND TOTAL																		

CERTIFICATION: I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 accurate. (This) do certify that (I) have read this Monthly Employment Utilization Report and (I) to the best of my knowledge, information and belief the information contained herein is complete and



**MONTHLY EMPLOYMENT UTILIZATION REPORT**  
*Instructions for Completion*

The Monthly Employment Utilization Report ("MEUR") is to be completed by each subject contractor (both Prime and Sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the project, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor is responsible for submitting its subcontractors report, along with its own. Additional copies of this form may be obtained from Empire State Development ("ESD").

Minority: Includes Blacks, Hispanics, Native Americans, Alaskan Natives, and Asian and Pacific Islanders, both men and women.

1. Worker Hours of Employment (a-e):
  - a) All Worker Hours: The total number of male hours, the total number of female hours, and the total of both male and female hours worked under each classification.
  - b) through e) Minority Worker Hours The total number of male hours and the total number of female hours worked by each specified group of minority worker in each classification.
  
2. Number of Workers (a-b):
  - a) All Workers Total number of males and total number of females working in each classification of each trade in the contractor's aggregate workforce during reporting period.
  - b) Minority Workers Total number of male minorities and total number of female minorities working in each classification, in each trade in the contractor's aggregate workforce during reporting period.
  
3. Construction Trade: Only those construction crafts which contractor employs in the covered area.  
*Construction Trades include:* Field Office Staff (Professionals and Office/Clerical), Laborers, Equipment Operators, Surveyors, Truck Drivers, Iron Workers, Carpenters, Cement Masons, Painters, Electricians, Plumbers and Other.

Note: ESD may demand payroll records to substantiate work hours listed on the Monthly Employment Utilization Report, if discrepancies should arise.

OCCUPATIONAL CODES

Officials/Administrators	100
Professionals	110
Technicians	120
Sales Workers	130
Office & Clerical	140
Craft Workers	150
Operatives	160
Laborers	170
Service Workers	180

FORWARD TO:

Empire State Development  
Affirmative Action Unit – Helen Daniels  
633 Third Avenue  
New York, NY 10017      Office: (212) 803-3225      FAX: (212) 803-3223

**EXHIBIT H: REPORT OF EMPLOYMENT**

**Intentionally Deleted**



## EXHIBIT I: SPECIAL PROVISIONS

In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to "Exhibit H" in Section 4(a); Section 7(i); Section 8(a)(iv); and Section 8(a)(vii).

The Grantee shall provide along with this Agreement a signed original copy of the Letter of Understanding/Letter of Resolution attached hereto as Exhibit I-1.

EXHIBIT I-1

Letter of Understanding  
Among the Empire State Development Corporation,

\_\_\_\_\_ (Municipality) and  
\_\_\_\_\_ (Developer/Owner) Regarding

Rehabilitation of Chasan, Proctor's Theater and Proctor's Office Buildings

70-76 and 82-90 Fourth Street Troy NY (Project name, location)

The New York State Historic Preservation Act<sup>1</sup> (§14.09) requires the Empire State Development Corporation (ESDC) to consult with the Field Services Bureau (FSB) of the New York State Office of Parks, Recreation and Historic Preservation in order to assess the possible impact of its actions, both positive and negative, on historic properties and to avoid, minimize or mitigate any adverse impacts that may result.

The above captioned project has been determined to have the potential to directly or indirectly impact resources in or eligible for listing in the State Register of Historic Places. Based on FSB's review of the submitted project documents, ESDC has determined that your project will have *No Adverse Impact* on historic resources. This finding may be conditioned by a requirement to *continue consultation* with the FSB as final drawings and specifications are developed or to *follow conditions* stipulated by the FSB in implementing the project. Changes in the project that differ from the approved design in scale, material, plans, elevations or other aspects that may lessen the historic character of the property may impact the ESDC funding for the project and/or cause the project to be delayed while consultation and evaluation of the changes are conducted.

By signing below, the \_\_\_\_\_ (Municipality) and  
\_\_\_\_\_ (Developer/Owner) agree to: continue consultation with the FSB if required and provide all required documentation; follow conditions stipulated by the FSB in implementing the project; undertake the project in a manner consistent with the documents and plans reviewed by ESDC and FSB; and submit all subsequent changes to the documents and plans to ESDC and FSB for review and approval prior to the implementation of those changes. The \_\_\_\_\_ (Municipality) and \_\_\_\_\_ (Developer/Owner) further agree that a breach of this Letter of Understanding as determined by ESDC constitutes a default under the Grant Disbursement Agreement for the project.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Municipality)

Print Name, Title, Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Developer/Owner – if other than Municipality)

Print Name, Title, Organization: \_\_\_\_\_

<sup>1</sup> § 14.09 New York State Parks, Recreation and Historic Preservation Law and its implementing regulations NYCRR 426-428.

\_\_\_\_\_

EXHIBIT I-1

Letter of Understanding  
Among the Empire State Development Corporation,

\_\_\_\_\_ (Municipality) and  
\_\_\_\_\_ (Developer/Owner) Regarding  
**Rehabilitation of Chasan, Proctor's Theater and Proctor's Office Buildings**  
**70-76 and 82-90 Fourth Street Troy NY** (Project name, location)

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Municipality)

Print Name, Title, Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Developer/Owner – if other than Municipality)

Print Name, Title, Organization: \_\_\_\_\_

## EXHIBIT I: SPECIAL PROVISIONS

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Municipality)

Print Name, Title, Organization: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Developer/Owner – if other than Municipality)

Print Name, Title, Organization: \_\_\_\_\_

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The Grantee shall provide along with this Agreement a signed original copy of the Letter of Understanding/Letter of Resolution attached hereto as Exhibit I-1.



**CHA** CLOUGH, HARBOUR & ASSOCIATES  
GOVERNMENT  
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CITY OF TROY  
 DOWNTOWN PARKING STUDY  
 DOWNTOWN PARKING DEVELOPMENT PLAN  
 POTENTIAL PARKING SITES

FIGURE NO. 4.0

SCALE: