

Schenectady County Legislature

Committee on Rules

Hon. Philip Fields, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305 Phone: (518) 388-4280 Fax: (518) 388-4591

DATE:

April 7, 2023

TO:

Honorable Schenectady County Legislators

FROM:

Geoffrey T. Hall, Clerk of the Legislature

SUBJECT: COMMITTEE AGENDA

Committee on Rules

Honorable Philip Fields, Chair Tuesday, April 11, 2023 at 7:00p.m. Schenectady County Office Building,

Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	19 A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP	The Committee on Rules	Legislator McGill
R	20 A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY TELECOMMUNICATORS WEEK 2023	The Committee on Rules	
R	21 A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH	The Committee on Rules	Legislator Pratt
R	22 A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2023 COUNTY INITIATIVE PROGRAM	The Committee on Rules	

Item		Title	Sponsor	Co-Sponsor
R	23	A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT	The Committee on Rules	
R	24	A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ALBANY VENTURES, INC. FOR SPACE FOR THE OFFICE OF THE SCHENECTADY COUNTY PUBLIC DEFENDER	The Committee on Rules	
R	25	A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS	The Committee on Rules	

Date: 4/7/2023 Reference: Rules

Dual Reference:

Initiative: R 19

Title of Proposed Resolution:

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

Purpose and General Idea:

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

Summary of Specific Provisions:

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

Sponsor: The Committee on Rules

Co-Sponsor: Legislator McGill

Date: 4/7/2023 Reference: Rules

Dual Reference:

Initiative: R 20

Title of Proposed Resolution:

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY TELECOMMUNICATORS WEEK 2023

Purpose and General Idea:

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY TELECOMMUNICATORS WEEK 2023

Summary of Specific Provisions:

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY TELECOMMUNICATORS WEEK 2023

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY TELECOMMUNICATORS WEEK 2023

Sponsor: The Committee on Rules

Co-Sponsor:

Date: 4/7/2023 Reference: Rules

Dual Reference:

Initiative: R 21

Title of Proposed Resolution:

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

Purpose and General Idea:

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

Summary of Specific Provisions:

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

Effects Upon Present Law:

None.

Justification:

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

Sponsor: The Committee on Rules

Co-Sponsor: Legislator Pratt

Date: 4/7/2023 Reference: Rules

Dual Reference:

Initiative: R 22

Title of Proposed Resolution:

A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2023 COUNTY INITIATIVE PROGRAM

Purpose and General Idea:

Authorizes County Initiative Program (CIP) grants as recommended by a review committee.

Summary of Specific Provisions:

Please see the attached list of awardees and their monetary recommendation for CIP funds.

Effects Upon Present Law:

None.

Justification:

In keeping with the CIP, this resolution effectuated grants to support events which promote Schenectady County and contribute to the quality of life of its residents.

Sponsor: The Committee on Rules

Co-Sponsor:



RESOLUTION 55-23

Sponsored by the Committee on Rules:

A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2023 COUNTY INITIATIVE PROGRAM

BE IT ENACTED by the Legislature of the County of Schenectady, as follows:

WHEREAS, the Schenectady County Initiative Program Advisory Committee has completed its review of the 2023 applications for funding local arts organizations and programs; and

WHEREAS, numerous applications were reviewed and considered for funding under the 2023 County Initiative Program; and

WHEREAS, the Advisory Committee recommends that \$60,000.00 in public benefit service agreements be funded based upon artistic merit, feasibility to complete programs, and public benefit; and

WHEREAS, the following organizations have been recommended for funding in the amounts indicated, to wit:

Organization	Program	2023 Funding Recommendation
Schenectady County Historical Society	Fall Foliage Festival	\$ 4,000

R 55-23 Page 2

440 State St. Inc	29th annual Kids Arts Festival	\$ 4,000
Cycle Schenectady	Color the Canal: Flight Paths	\$ 2,500
Hamilton Hill "Drop-In" Arts and Crafts Center, Inc.	Juneteenth: A Celebration of Freedom	\$ 3,000
Freedom Park Foundation	Freedom Park Concert	\$ 3,500
Schenectady Hindu Temple and Community Center	Schenectady Caribbean Day	\$ 3,000
Empire State Youth Orchestra	Chime Performance	\$ 2,000
Town of Glenville	Glenville Oktoberfest	\$ 1,500
New York Folklore Society	Artists in the Gallery Series and the Pan African	
	Orchestra	\$ 2,000
Schenectady Greenmarket	Schenectady Greenmarket Music Stage	\$ 1,250
United Jewish Federation of Northeastern New York	Chanukah on Jay (COJ Street)	\$ 2,000
CREATE Community Studios	CREATE Together	\$ 1,000
Niskayuna Community Action Program - Niska Day	Niska-Day	\$ 1,500
Musicians of Ma'alwyck, Inc.	Zoellner String Quartet Project with Lady Alexandra Foley	\$ 1,250
Town of Niskayuna	Town of Niskayuna Summer Concert Series	\$ 1,500
The Young Musician's Forum Inc.	Young Musician's Forum Concert Series	\$ 1,250
Town of Rotterdam	Town of Rotterdam Summer Concert Series	\$ 1,500
City of Schenectady Development Department -	Jazz on Jay Concert series	
Jazz on Jay		\$ 2,200

R 55-23 Page 3

Robert & Dorothy Ludwig JCC of Schenectady on the Golub Family Campus, Inc.	Summer Art Fair and Exhibit	\$ 1,750
Duanesburg Education Foundation	Duanesburg Missoula Summer Theater Program and Performances	\$ 800
Upper Union Street BID	Upper Union Street Festivals	\$ 1,000
City of Schenectady - Music Haven	Shakespeare in the Park	\$ 2,000
Downtown Schenectady Improvement Corporation	Downtown Schenectady Fall Spooktacular	\$ 2,000
Mohawk Hudson Land Conservancy, Inc.	Schenectady Nature Bus	\$ 1,000
A Place For Jazz. Ltd.	A Place For Jazz 2023 Fall Concert Series	\$ 1,000
Empire State Aero-sciences Museum	National Aviation Weekend	\$ 2,000
Boys & Girls Clubs of Schenectady, Inc.	Steinmetz Park Family Fun Day	\$ 1,000
Schenectady Symphony Orchestra	"A Night on Broadway" featuring the Schenectady Symphony Orchestra and special guests	\$ 1,750
Mohawk Valley Society for Live Music	Porch Fest 2023	\$ 2,000
Scotia Business Improvement District	Fireworks Celebration	\$ 1,000
C.O.C.O.A. House	50 yr. Anniversary of Hip Hop: The Evolution of Hip Hop	\$ 1,500
Albany Barn, Inc.	Fiber Arts Market	\$ 500
Tri-City BMX, Inc.	2023 Tri-City BMX State Race Qualifier Weekend	\$ 500

R 55-23

Strong O.W.L.S Inc.	Angela Williams	\$ 500
Rotterdam PBA	National Night Out 2023	\$ 500
My Daughters and Me MDAM My Sons and Me MSAM INC	Community of Unity Back to School Bash 2023	\$ 250
	Total	\$ 60,000

; now, therefore, be it

RESOLVED, that public benefit service agreements with the organizations and in the amounts hereinabove set forth be and they hereby are authorized; and, be it further

RESOLVED, that payment under each agreement shall be made in a manner, as determined by the Commissioner of Finance to the duly constituted and properly bonded disbursing officer of each organization upon submission of a verified account of disbursements as required by law; and, be it further

RESOLVED, that no County money shall be paid until memorandum receipts and/or public benefit service contracts, as may be required by the County of Schenectady, signed by the principal officer and disbursing officer of each organization agreeing to abide by the terms of this Resolution shall be delivered to the County Commissioner of Finance.

Date:

4/7/2023

Reference:

Rules

Dual Reference:

Initiative:

R 23

Title of Proposed Resolution:

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides Authorization to Amend the 2023 Capital Budget for the Flex-Pod Hanger Project.

Summary of Specific Provisions:

Authorization to amend the 2023 Capital Budget in the amount of \$421,000 for the 4-unit Flex-Pod Hanger Project.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to accommodate increased project costs for the 4-Unit Flex-Pod Hangar.

CAPITAL BUDGET

Increase Capital Project 5610190047

Increase Appropriation Code By:

H545610,401000 4 Unit Flex

4 Unit Flex-Pod \$421,000

Increase Revenue Codes By:

H93333.5710 Obligation Serial Bonds

\$421,000

I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

Justification:

This project is already included in the 2023 Capital Budget, but there have been additional costs associated with the hangar's foundation, electrical work, signage, internet wiring, and the design and construction of the classroom space that will be utilized by the Schenectady County Community College's Aviation Program.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355 FAX: (518) 388-4590

To:

Honorable Chairperson and Members of the Legislature

From:

Rory Fluman, County Manager

CC:

Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Paul Sheldon, Director of Public Works

Jaclyn Falotico, Commissioner of Finance

Date:

April 7, 2023

Re:

Authorization to Amend the 2023 Capital Budget for the Flex-Pod Hangar Project

Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to amend the 2023 Capital Budget in the amount of \$421,000 for the 4 Unit Flex-Pod Hangar Project. This project is already included in the 2023 Capital Budget, but there have been additional costs associated with the hangar's foundation, electrical work, signage, internet wiring, and the design and construction of the classroom space that will be utilized by the Schenectady County Community College's Aviation Program.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

Schenectady County Inter-Department Memorandum

DATE:

April 7, 2023

TO:

Rory Fluman, County Manager

FROM:

Paul Sheldon, Director of Public Works

COPIES:

File

SUBJECT:

Change Orders - Flex Pod Hangar Development

Schenectady County Airport

The following change orders require legislative approval for the Flex Pod Hangar Development project located at the Schenectady County Airport.

- CHA Design Contract Due to the additional time needed to review the revised building loads and foundation plan for Plank Construction, our design consultant has consumed considerably more than originally budget resulting in an overage on the structural design and project management services. The additional cost to cover the remaining design and project oversight work needed to complete the project is \$14,980.00
- Flex Electric National Grid is requesting that power for the Flex Pod hangar be connected to a
 utility pole further from the building than originally anticipated. The work requires an additional
 460 lineal feet of electrical conduit as well as the labor to install it. The additional project cost is
 \$26,102.00.
- Plank Construction Plank construction will be supplying the excavation, concrete encasement and backfill for the installation of the 460 feet of electrical conduit needed for Flex Electric. The additional project cost is \$33,348.51.
- Plank Construction -- Schenectady County Community College will be utilizing one of the hangar spaces for a classroom for the Aviation program. The space was designed by C2 Architects. The work includes all finishes, doors, flooring, base molding, bathroom fixtures, electrical, etc. for a completed classroom space. Total cost of this work is \$140,147.00.
- Plank Construction Water and sewer line connections are required for the proposed classroom space in the hanger. The work will include all excavation, backfill, pipes, taps, equipment and labor to connect water and sewer from the public mains to the proposed building. Total cost of this work is \$52,258.00.
- C2 Architects (Facilities) The Schenectady County Facilities Department, at our request, hired C2 Architects to design classroom space for the SCCC Aviation program at the proposed FlexPod Hangar. They provided full construction documents detailing the design for cost estimating as well as for obtaining required permits for construction. The total cost of this work was \$5,800.00.

 Building Finishes / Contingency – The contract contingency will allow for the timely approval and completion of authorized extra work that is required to fulfill the intent of the contract documents. This change will also provide funding for miscellaneous work such as classroom finishes, internet wiring, landscaping and signage. \$148,364.49.

The total cost for the project changes is \$421,000.00. The proposed work listed above is necessary for the completion of the Flex Pod Hangar.

We recommend your approval.

County of Schenectady 620 State Street, 3rd Floor, Schenectady, N. Y. 12305 (518) 388-4260 (518) 388-4248 Fax

County Finance

Memo

TO:

Rory Fluman, County Manager

FROM:

Jaclyn Falotico, Commissioner of Finance

DATE:

April 6, 2023

SUBJECT:

Capital Budget Amendment - 4 Unit Flex-Pod Hangar (Revised)

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to accommodate increased project costs for the 4 Unit Flex-Pod Hangar.

CAPITAL BUDGET

Increase Capital Project 5610190047

Increase Appropriation Code By:

H545610.401000

4 Unit Flex-Pod

\$421,000

Increase Revenue Codes By:

H93333.5710

Obligation Serial Bonds

\$421,000

I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

Flex Pod Sewer and Water hookups 4/6/2023

Operator \$103.00

Excavate / BF ditch Directional Drill I'd Valley plumbing	76 75 1	le le	\$ 5		\$	Total	\$	Equipment Total		Subcontractor Cost	Total Cost	Notea
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 Subtotal
 \$ 45,442

 Plank OH & P (18%)
 \$ 6,816

 Finel Total.
 \$ 52,258



January 30, 2023

Mr. Peter Knutson Director of Engineering Engineering & Public Works 100 Keiler Avenue Schenectady, NY 12306

RE: Extra Work Authorization Proposal for Foundation Concerns/Flex-Pod Hangar (NYSDOT Aviation Grant) at the Schenectady County Airport. Project # 064859

Dear Mr. Knutson,

Project History

Schenectady County hired CHA and subsequently Watt's Structural Engineer department, to provide design documents for their new hangar building. In a separate agreement, CHA and Watts were later hired to provide Construction Administration (CA) services for the project.

At the time CHA and Watts were engaged for CA, the County had already selected a Contractor, and accepted a pre-engineered metal building (PEMB) submittal, likely to decrease the delay in building fabrication. The building had a larger footprint and a different framing and bracing system than the basis of design building shown on the Bid Documents. As a result, the foundations needed to be redesigned to fit the proposed building.

The Contractor submitted a new foundation design, stamped by a NY licensed Professional Engineer. The submitted design changed not only those items needed to fit the proposed building but also economized on Items throughout.

Watts noted that the submitted building did not conform to all the building load requirements of the Bid Documents. The Contractor correctly replied that the load requirement in question was not strictly required by the NYS Building Code but was instead subject to professional judgement. The Contractor is correct regarding minimum standards, the Bid Documents specified a higher standard due to the transient nature of the building occupants and resulting lack of consistent reliable building operation. The County then directed the Contractor to provide a building that met the load requirements as shown on the Bid Documents.

The Contractor halted foundation construction and began modifying the building components to conform to the increased loading. The revised building now requires larger foundations in some locations than originally proposed to support the upgraded building loads. The Contractor submitted proposed modifications to salvage the areas already constructed.

Watts has reviewed three separate Contractor submissions of proposed repair plans and have continually found unacceptable omissions and/or errors in each submission.

The contractor has recently stated that they will now remove all existing foundations and they have sent a fourth submittal for a new foundation design to CHA for Watts to review.

Due to the contractor's building load and foundation issues the CHA Team has consumed considerably more time than budgeted resulting in an overage on the structural design and project management services. We are requesting a total extra work authorization of \$14,980. This includes time for Waits Architects and Engineers and CHA staff time. Please see the hourly fee breakdown attached.

CHA appreciates the opportunity to work with the Schenectady County Department of Public Works and the Schenectady County Airport. If there are any questions, please contact me at 518.453.4592

Sincerely,

John P. DelBalso C.M., ACE, ASC Aviation Facilities Design Manager Senior Project Manager

C: Jeremy P. Martelle C.M., ACE, ASC, Associate Vice President Northeast Aviation Design Team Leader



SUMMARIY OF FEES

Schemectady County Alrport Flex-Pod Hangar -EWA Contractor Foundation Design Issues NYSDOT Asiaden Grant Jenuary 19, 2023

						Details					
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Change Proposal Request

CHA Companies

Date:

8/30/2022

Flex Job No.

22-05

Flex Propsal No.

CPR #1

Attn: Andrew Pappalardo

Owner Request No.

Re: Schenectady County Flex Pod Hangar

Change Proposal Cost:

\$26,102

Enclosed is our detailed cost breakdown for the work associated with extending the electrical service primary conduits to National Grid pole #3-5 per updated drawings dated 7/22/22. This also includes extending the spare conduit. Please note this does not include the primary cable as National Grid installs their own which will be reflected in the utility charges provided to the customer. Excludes excavation, backfill, concrete encasement, and restoration.

Address to a second	Hamonitalist of miles (Code Melon 11		
Summary:	A. Labor		\$ 9,204.26
	B. Equipment		\$
	C. Material		\$ 12,576.95
	D. Others		\$ 497.31
	E. Subcontractors		\$
		Subtotal	\$ 22,278.52
	Overhead	10%	\$ 2,227.85
		Subtotal	\$ 24,506.37
	Profit	5%	\$ 1,225.32
	Sales Tax on Material ONLY	0%	\$ -
	Sales Tax on Rentals ONLY	8%	\$ -
		Subtotal	\$ 25,731.69
	Bond	1.44%	\$ 370.54
		Grand Total	\$ 26,102.22
	Quote		\$ 26,102

If you would like Flex Electric to complete this additional work, please issue a change order in the amount of Twenty Six Thousand One Hundred Two Dollars and 00/100. (26,102,00)

2431 3rd Avenue, Watervliet, NY 12189

(518) 449-1407

www.flexelectric.com





		Hours			Rate	Totals
A. Labor	I. ** Project Supervison	4.64	@	\$	49.50	\$ 229.53
	II. * Foreman	9.27	@	\$	49.50	\$ 459.06
	Journeyman	92.74	@	\$	45.00	\$ 4,173.30
	Fringe Benefits	102.01	0	\$	30.76	\$ 3,137.95
	Insurance / Taxes	26%	@	\$	-	\$ 1,204.41
	Other		@	\$	-	\$ -
				2.11	Fotal	\$ 9,204.26
B. Equipment	Rental	0	@	\$		\$
500 St. 19 10 10 10 10 10 10 10 10 10 10 10 10 10	Other	0	@	\$	-	\$ -
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C. Material	Material					\$ 12,576.95
	Material Quote		-			\$
	Freight					\$
	Expediting Charges	626				\$ -
				-	Total	\$ 12,576.95
D. Others		No. of Trips		P	er Trip	
	Travel	0	@	\$	-	\$ -
	Living Expenses	0	@	\$	-	\$ -
	Truck Expenses	1	@	\$	75.00	\$ 75.00
	Warehouse / Driver Exp	1	@	\$	45.00	\$ 45.00
(3% of Material Cost)	Tool / Equipment Exp	3%	@	\$	-	\$ 377.31
	Other	0	@	\$	-	\$ -
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E. Subcontractors	1.					\$ -
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	3.					\$ -
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^{** 5%} of Journeyman Hours

^{* 10%} of Journeyman Hours



Summary by Subtotal

fendon CHANGE	ORDERS	Labor Level CHAN	GE ORDER				30 Aug 2022	7:57:27
Subtotal 1 - GRC								
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		Suchotal toleile:		13,576.86		92.74		90
		Phase/Group totale:		13,576,96		82.74		2
		Job totalis:		13,578.96		92.74		0.0

13,578.95

Grand Majorial, Quote, Equipment, and Subcontract Total:

Phone: 518-449-1407	
2431 3rd Avenue	Watervliet, NY 12189
Flex Electric, LLC	



376 BROADWAY, 3RD FLOOR SCHENECTADY, NY 12305 Ph: 518-344-5400

Change Request

To: PETER KNUTSON

COUNTY OF SCHENECTADY ENGINEER

100 KELLER AVENUE

SCHENECTADY, NY 12305

Ph: (518)356-5340 x3232 Fax: (518)357-9547

Number: 5

Date: 2/15/23

Job: 2022003 FLEX POD HANGAR DEVELOPMENT

Phone:

Description: IB-001 Secondary Electrical Service Excavation & Backfill.

We are pleased to offer the following specifications and pricing to make the following changes:

Provide all labor, materials, equipment and supervision required to furnish and install the following.

- Excavation, Concrete Encasement and backfill with existing soils approximatly 315 LF of New Primary Electrical trenches to new utility transformer in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.

- Furnishing and installing new Pre-Cast Concrete Transformer Pad in accordnace with the contract documents.

- Excavation and backfill with existing soils approximatly 16 LF of New Secondary Electrical trenches from the New Transformer to the Flex Pod Hanger Building in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.

- Excavation and backfill with existing soils approximatly 160 LF of New Secondary Electrical trenches from the New Transformer to the existing "T" Hanger in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.

This Change Order Request includes the following Assumption, Clarification and Exclusions:

- Bank Run Gravei & Select Fill material as shown in detail 3 on drawing E501 are excluded. It is assumed that the existing material can be compacted to 95% and the excavated material can be utilized to backfill over the duct bank.
- Concrete Encased Duct bank will not be formed, it will be trench pour with no steel reinforcement.

- Purchase of new Transformer Containment Curb is excluded (Not Shown on Documents)

- Furnishing and Installing all electrical conduits, electrical wiring, grounding grid or grounding rod are excluded.

- Removals of existing transformers, poles, conduits, wires etc are excluded.

- It is assumed that a Pre-Cast Concete Pad for the Transformed will be acceptable in lieu of the Cast in Place Concrete Pad shown in detail 2 on drawind ES01.
- We have assumed and included ten (10) Steel Bollard with covers to be installed around the new Transformer.

Description	Labor	Material	Equipment	Subcontract	Other	Price
ELECTRICAL DITCH	\$9,161.00	\$13,875.00	\$4,375.00	\$1,092.00	9/0	\$28,503.00
					Subtotal:	\$28,503,00
		INS	BURANCE	\$28,503,00	2.00%	\$570.05
		0\	ÆRHEAD	\$28,503.00	10.00%	\$2,850.30
			PROFIT	\$28,503.00	5.00%	\$1,425.15
					Total:	\$23,348,61



376 BROADWAY, 3RD FLOOR SCHENECTADY, NY 12306 Ph: 518-344-8400

Change Request

To: PETER KNUTSON
COUNTY OF SCHENECTADY ENGINEER
100 KELLER AVENUE
SCHENECTADY, NY 12305
Ph: (518)356-5340 x3232 Fax: (518)357-9547

Number: 5 Date: 2/15/23

Job: 2022003 FLEX POD HANGAR DEVELOPMENT

Phone:

Please note that PLANK LLC will require an extra 5 days.		
If you have any questions, please contact me at .		
Submitted by:	Approved by:	

Flex Pod Henger Plank Project No. 2022.003 Proposel Recap Sheet

Proposal No.: IB-001		Date: 2/15/2023
Plank Work		
Direct field labor Field office labor Total Raw Labor	\$9,161 \$0 \$9,161	
Muterial Equipment Sales Tex - 0% Field office expenses	\$13,876 \$4,375 \$0 \$0	
Total Plank Work		\$27,411
Subcontractor Work		\$1,092
Total Subcontractor Work		\$0
Total Work		\$28,503

Flox Pod Hangar

	Plank Project No. 2022.003 Proposal Recap Sheet				
Proposal No.: IB-001			Date	2/19/2023	
1. Plank Labor					
Description of Work	Classification	Ortantilly	Unit	Cost/unit	Total Cost
(B-001 Work IB-001 Work	Operators Laborers	40.85 64.70 0.00 0.00 0.00 0.00 0.00	hes hes hes hes hes hes	103,00 74,00 65,00 65,00 65,00 65,00 65,00	\$0.00 \$5,113.95 \$4,047.80 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Plank Labor Total		104.35 h	rs .		\$0,00
2. Plank Haterel			510.00		
Description		Quantity	Unit	Cost/unit	Total Cost
Concrete & Imported Backfill & Transformer Pad		1.00 0.00 0.00	(sum	13,875,00 0,00 0,00	\$13,875.00 \$0.00 \$0.00
Plank Material Total					\$13,678.00
i. Plant Replanment					
Description		Quentity	Unit	Costhanit	Total Cost
Excevator, Skid Steer etc.		1.90 0.90 0.00 0.00	laum	4,375.00 0.00 0.00 0.00	\$4,375.00 \$0.00 \$0,00 \$0.00

Plank Equipment Total

Plex Pod Hanger Plank Project No. 2022.063 Proposel Recap Sheet

Proposal No.: IB-001

Date: 2/15/2023

4. Plank Field Office Labor

Description of Work	Classification	Quantity	Unit	Coet/unit	Total Cost
Project Supervisor	Supervisor	0.00	HRS	0.00	\$0.00
Project Executive	Executive	0.00	HRS	0.00	\$0.00
Project Manager	Project Manager	0.00	HRS	0.00	\$0.00
Administration	Clerk	0.00	HRS	0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
Total Plank Field Office Labor					\$0.00

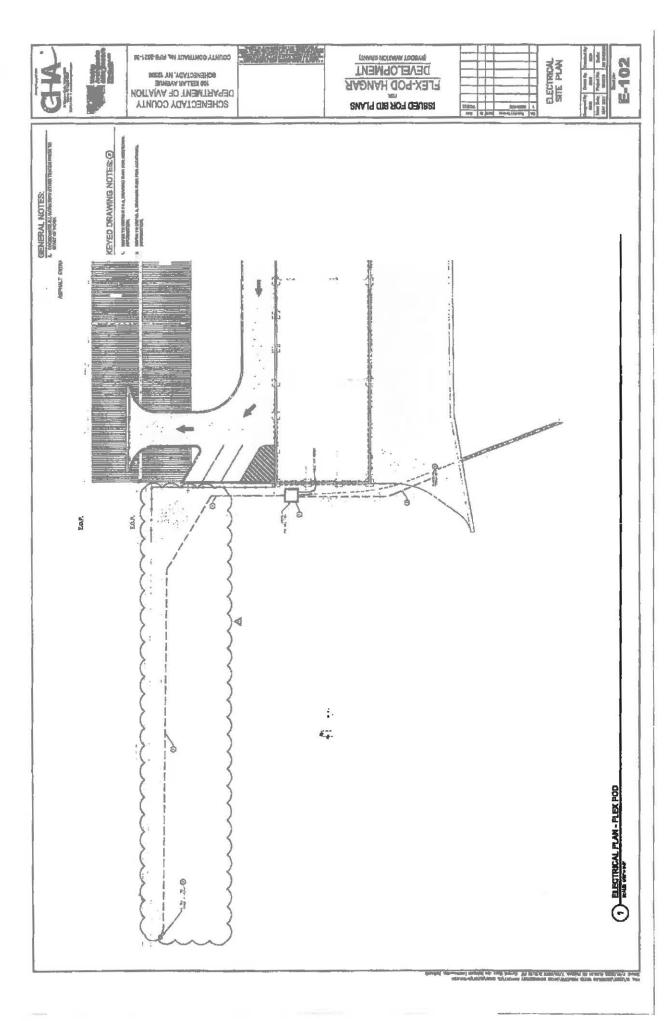
5. Plank Field Office Expenses

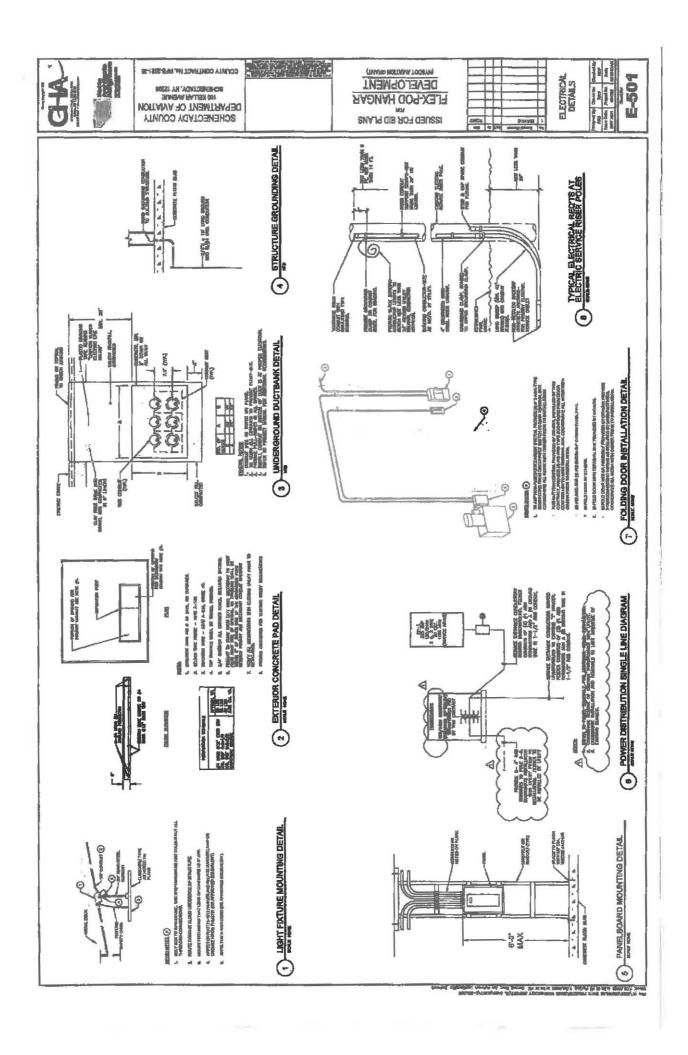
Description	Quantity	Unit	Cost/unit	Total Cost
Insurance	0.00	ls	0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	00.0		0,00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
Total Plank Field Office Expenses				\$0.00



INFORMATION BULLETIN

PA		chenectady County ex Pod Hangar De		INFORMAT	TON BULLETIN NO.: DATE:	001 7/26/22	
O	WNER: So	thenectady County	•		PROJECT NO.:	64859	
		•					
CC	NTRACTOR: FI	ex Electric			CONTRACT NO.:	1	
DESC	RIPTION: Electric Ser	vice Updates					
	attached updated						
ATTA	CHMENT(S): E-102, I	-501					
SUPF	PLEMENTAL INSTRUC		t the above instru	CTION ctions without change to the	Contract Sum and/or		
BY	Andrew Pappalardo	7/25/22	BY:		Y:		
	CHA	Date:	Owner	Date:	Contractor	Date:	
COPY:							
₩ (Owner	T Archite	ct	Structural	[Civil		
F	Contractor	₹ Field		Wechanical / Electrical	(C) Other		
IB 001	Electric Service Updates						







February 22, 2023

Peter Knutson Director of Engineering Engineer & Public Works. 100 Keliar Avenue Schenectady, NY 12306

Peter,

Thank you for the opportunity to submit a proposal for your SCCC Interior Classroom Space. Our proposal is based on the Contract Documents dated 02-09-23 and the following scope of work.

GENERAL CONDITIONS:

- Project management for all work performed by Plank LLC's employees and subcontractors only.
- Clean up and waste removal.
- Prevailing Wages.
- Bonds
- Union Labor and or Apprenticeship Program.

DOORS, WINDOWS AND HARDWARE:

Doors and Hardware in accordance with the contract documents

INTERIOR FINISHES:

- Metal Framing, Gypsum Wall Board, ACT Ceilings, Taping & Finishing in accordance with the contract documents. This includes Fire Treated Plywood and in wall blocking.
- Flooring and Rubber Base in accordance with the contract documents.
- Painting in accordance with the contract documents.
- Tollet Accessories/Specialties in accordance with the contract documents.
- Wall Shelves and Brackets in accordance with the contract documents.
- Wall and Ceiling insulation as identified on the contract documents. Various Types based on wall and ceiling types.
- This excludes all PEMB Wall and Roof Insulation, this was submitted by Plank LLC to Schenectady County on June 6th, 2022 under separate cover.

PLUMBING:

Plumbing Systems in accordance with the contract documents.

HVAC

HVAC System in accordance with the contract documents.

ELECTRICAL:

- Electrical in accordance with the contract documents.
- (1) GFCI outlet in the bathroom has been included in this proposal.
- Celling Mounted Occupancy Senor System included in lieu of Switch and Motions Sensor Combination.

 (2) Data Drops per desk has been included. Cabling will be coiled at a location within 30 ft of the office area.

EXCLUSIONS AND QUALIFICATIONS:

- Excavation & Backfill, Concrete Work, Metals, Demolition, Elevator, Fire Sprinkler System, Furniture, Installation of Owner Provided Furniture,
- PEMB Insulation
- Data Rack, Data/IT Equipment, and Fiber/Internet Service.
- Sales Tax
- Permit.
- Temporary facilities:
 - · Power, water and heat.
- Site engineering or municipal approvals and fees.
- Site utilities or Power Company charges.
- Special inspections, concrete or soils testing.
- Telephone or computer systems or wiring.
- Fire or security alarms.
- · Testing or removal of hazardous materials.

The total sum is in the amount of \$ 140,147.00

Should you have any questions, please do not hesitate to contact me.

Respectfully,

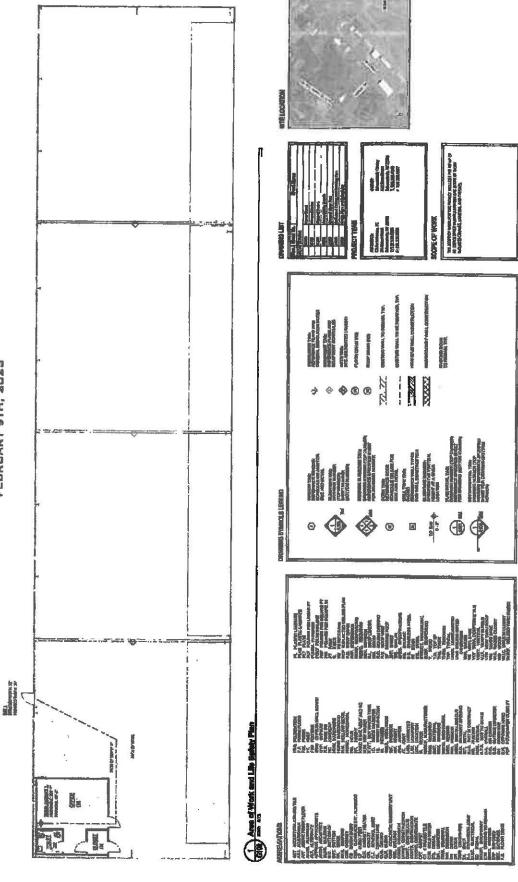
Plank LLC.

am IIIII

AIRPORT HANGER PODS

21 AIRPORT RDAD SCHENECTADY, NY 12302

FEBRUARY 9TH, 2023



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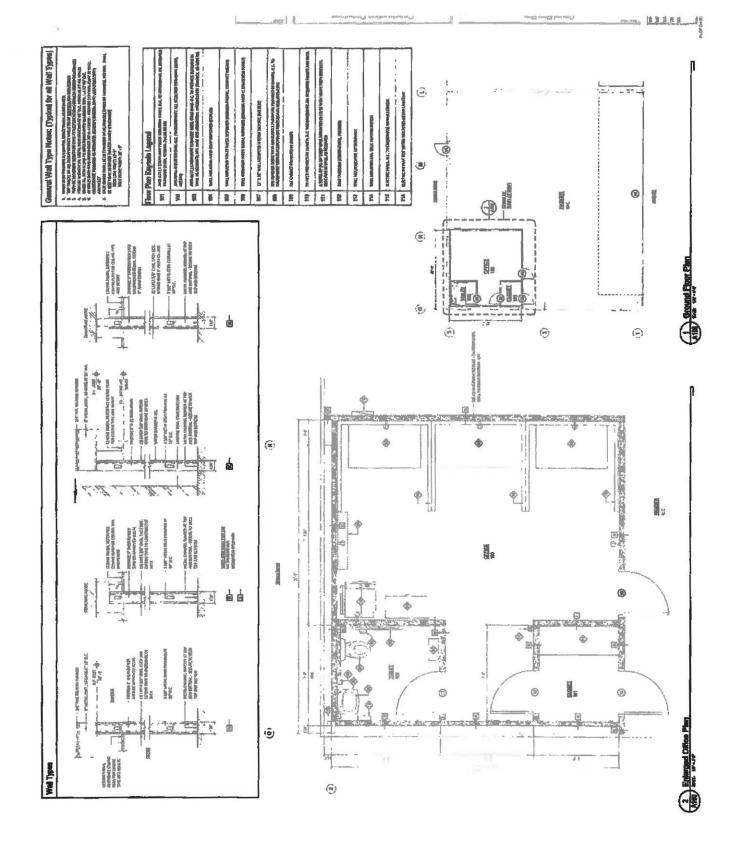
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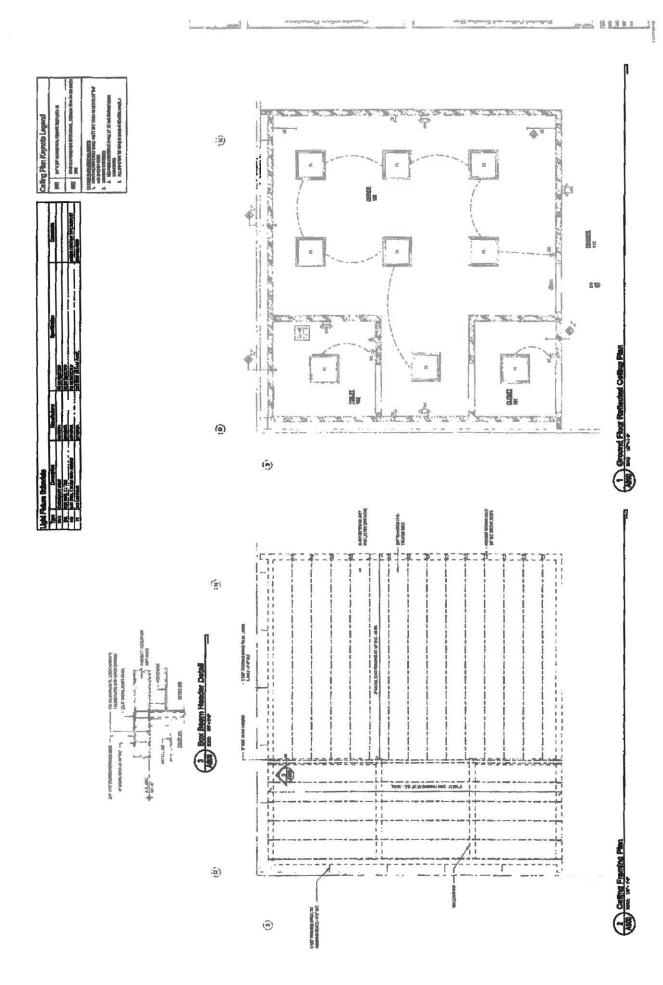
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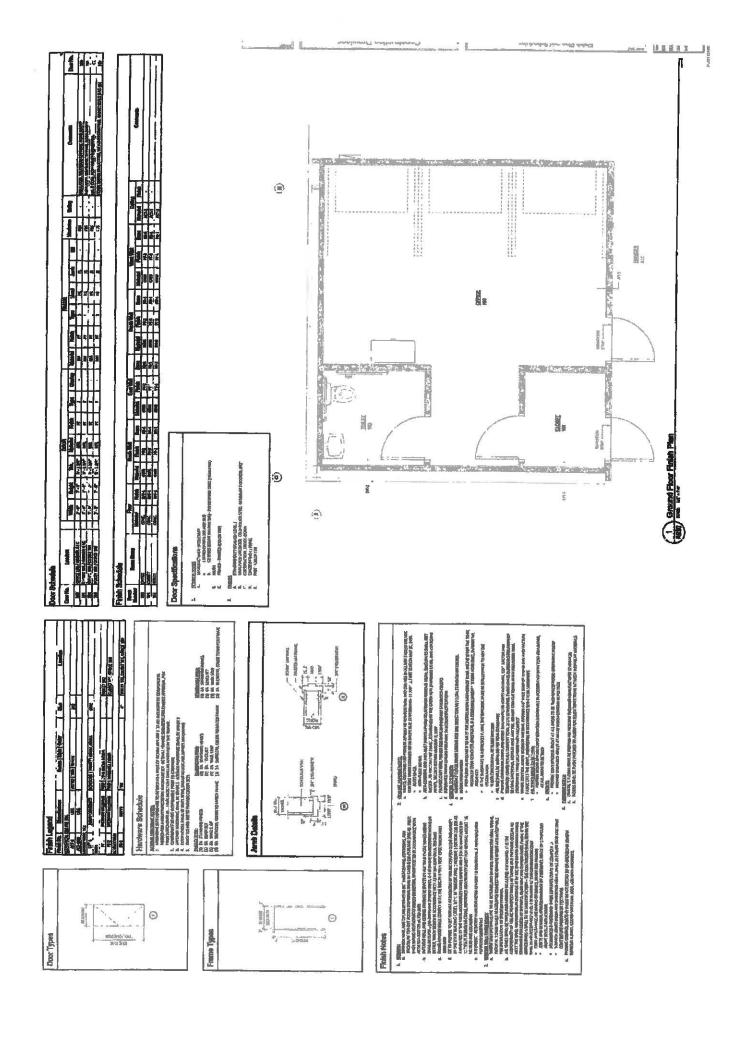
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GENERAL PINE NEWTONE NOTES

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A541620429 - \$5,800 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of February, 2023, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County" and C2 ARCHRITECTURE, PC., with offices at 24 AIRPORT ROAD, SCHENECTADY, NY 12302. hereinafter called the "Contractor".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

ARTICLE I. TERM OF CONTRACT

The services of the Contractor shall commence immediately and shall terminate at the completion of services.

ARTICLE 2. CONTRACT SUM

The County shall pay to the Contractor and the Contractor agrees to accept as full payment for professional services furnished under this Agreement an amount not to exceed the total sum of <u>FIVE THOUSAND EIGHT HUNDRED DOLLARS</u> (\$5.800.00). Payment shall be processed through the Schenectady County Finance Department.

ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED

The Contractor shall well and completely perform Professional Engineering and Architectural Services for the SUNY Schepectady Hanger Pod_ as described in Exhibit "A" annexed hereto.

ARTICLE 4. CONTRACT DOCUMENTS

The standard provisions marked Exhibit "B" and outline of services marked Exhibit "A" that are amnexed together with this agreement, shall form the entire agreement between the parties hereto which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses which such clauses are part of the standard provisions attached and made part of as Exhibit "B".

ARTICLE 6. CONFLICT OF INTEREST

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 7. SURETY & INSURANCE

The Contractor shall, at a minimum, carry the following insurance coverage;
Liability Insurance \$1 million/occurrence and \$3 million/aggregate;
Professional Liability Insurance \$1 million; and
Automotive Coverage \$1 million.

Certificates of said policy or policies should name the County of Schenectady as additionally insured and shall be delivered to the County by the Contractor prior to the commencement of work.

ARTICLE 8. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

ARTICLE 9. CHANGES IN CONTRACT

Changes to the terms and conditions of this contract shall be permitted only upon written mutual agreement of the County and the Contractor.

ARTICLE 19. OWNERSHIP OF WORK PRODUCTS

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

ARTICLE 11. TERMINATION

It is mutually agreed by the County and the Contractor that this contract may be cancelled by either party by providing a written notice to the other party no later than five (5) business days before the cancellation.

ARTICLE 12. ARBITRATION

In any event and notwithstanding any provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association.

ARTICLE 13. EXTRA WORK

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing and further evidenced by the execution of a supplemental agreement between the County and the Contractor.

ARTICLE 14. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this agreement has been approved and duky executed by the parties on the aforesaid day.

BY

COUNTY OF SCHENECTADY, NEW YORK County Manager

> **SUNY SCHENECTADY COUNTY COMMUNITY** COLLEGE

> > Dr. Stendy Moono Provident

C2 ARCHITECTURE

Principal

APPROVED as to form and content

County Attomey

100

On the At. day of March. 2023 before me, the undersigned, personally appeared RORY FLUMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(les), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) sound, executed the

CLARDA I, OSTRANDIST Notery Public, State of New York No. 01088428846 Outstand in Softenedady County Commission Septem January 51, 2026

Notary Public-State of New York

COUNTY OF SCHENICIADY MEON MEN EO HIVE

On the _____day of ______, 20, _____, before see, the undersigned, personally appeared DR. STEADY MOCINO, personally known to me or proved to me on the basis of satisfactory widence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and introvvioused to me that be/sho/hey exceeded the same in his/her/their capacity(les), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the dividual(s) schol, executed the instrum Sendre St. Troins

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COUNTY OF SCHENECTADY MINOR MEN TO ELVIS

On the \$\limits_{\text{th}} \text{day of } \frac{\frac{1}{2}\limits_{\text{th}} \text{th}}{\text{th}} \text{day of } \frac{\frac{1}{2}\limits_{\text{th}} \text{th}}{\text{th}} \text{day of } \frac{\frac{1}{2}\limits_{\text{th}} \text{th}}{\text{th}} \text{day of the personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within settemment and acknowledged to me that he/she/they executed the same in his/her/their capacity(tes), and that by his/her/their algusture(s) on the instrument, the individual(s), or the person upon behalf of which

the individual(s) acted, executed the instrument

STANDARD PROVISIONS

provisions shall prevall. attached contract and these standard provisions, unless otherwise provided, these standard hereby made a part of said contract. In the event of any conflict between the provisions of the The parties to the attached contract further agree to be bound by the following, which is

- the County beyond the amount of such monies. available for the purpose of the contract, and no liability on account thereof shall be incurred by This contract shall be deemed executory only to the extent of monies appropriated and
- entitled Prevailing Wage for Building Service Employees. Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wage and supplement" and Article 9 II. The Contractor specifically agrees to adhere to the provisions of the New York State
- III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
- (a) In hiring of employees for the performance of work under this contract or any State of New York who is qualified and available to perform the work to creed, color, sex or national origin, discriminate against any citizen of the subcontract bereunder for the manufacture, sale or distribution of materials, asting on behalf of such contractor or subcontractor shall by reason of race, equipment or supplies hereunder, no contractor, subcontractor nor any person which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national
- (c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each intimidated in violation of the terms or conditions of this section of the calendar day during which such person was discriminated against or
- (d) This contract may be cancelled or terminated by the county or municipality or any subsequent violation of the terms or conditions of this section of the and all monies due or to become due hereunder may be forfeited for a second contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution

of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

- non-discrimination clauses, the Executive Law and Civil Rights Law. the industrial Commissioner for the purpose of investigation to ascertain compliance with the books, records and accounts by the State Division of Human Rights, the Attorney General and necessary by the State Division of Human Rights under the law, and will permit access to its and rules and regulations pursuant thereto, will famish all information and reports deemed Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments IV. The Contractor will comply with the provisions of Section 291-299 of the Executive
- is available to Contractor on the internet at www.schenectatheounty.com. Waste and Abuse Prevention Policy which is incorporated herein by reference and which V. The Contractor acknowledges that the terms of the contract include the Schenerady

VI. The Contractor, if a medical provider under this contract:

- E employees and contractors are an excluded individual or entity as such term is Medicaid compliance program for fraud, waste and abuse and further that none of its Medicaid providers, including, but not limited to, the maintenance of a certified defined under federal or state law; represents and warrants that it is in compliance with all requirements applicable to
- 3 sections 1128, 1128 A and 1156 of the Social Security Act and 42 CFR1001.1901; agrees that it shall submit no bill for payment for which payment would violate
- 3 determine if any such person company or entity is an excluded individual or entity; agrees to continue to screen any and all of its employees and contractors to
- 3 or entities to determine if they are an excluded individual or entity; characteristics to allow the County to perform an independent surscning of such persons agrees to provide a list of all employees or contractors with sufficient identifying
- 1 determination that Contractor, its clients, agents or employees is or was an excluded whatsoever arising from loss or damage, penalty or recoupment due to any servants and employees from any and all liability for anything and everything individual or entity. indemnify, save and hold harmless the County of Schenectady, its officers, agenta, determined to be in violation of the requirements of sections 1128, 1128A and 1156 of the Sprist Security Act and 42 CFR1001.1901, the Contractor shall agrees that in the event that any payment made by the County to the Contractor is
- by reason thereof, make any claim, demand or application to an officer or employee of the and agrees that it neither hold itself out as nor claim to be an officer or employee of the County VII. The relationship of the Contractor to the County shall be that of independent The Contractor, in accordance with its status as an independent contractor, covenants

County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servents and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employes or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CR-200, Certificate of Attestation of Exemption from NYS Workers'
 Compensation and/or Disability Benefits coverage; or
- C-105.2 Certificate of Workers' Compensation Insurance; or
- SI-12 Certificate of Workers' Compensation Self-Insurance, GSI-105.2
 Certificate of Participation in Workers' Compensation Group Self-Insurance.

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers'
 Compensation and/or Disability Benefits Coverage; or
- DB-120.1 Certificate of Disability Benefits; or
- DB-155 Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged,

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars (\$200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form — Schenectady County Public Works Contract prior to execution of the contract by the County.

XVIII. Any contractor or subcontractor who receives "State Funda" or "State-Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:

- Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: https://www.eo28.pv.acv/x6/detectionationForth
- 2. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: https://executivecriter38.ny.gev/hitss/derhult/files/documents/E03fffroulderGuid inter 16-17-15.pdf.
- 3. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at https://www.ntiveorder38.nv.cov/aites/default/files/decuments/EO38Prevides Guidance 10-17-15.pdf. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.
- 4. If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.
- 5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

XIV. Title VI Policy Statement:

It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and

activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vistnam era veteran status.

Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.

Title VI Authority:

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

- 1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- 2. Federal Transit Laws, Title 49, United States Code, Chapter 53
- 3. 49 CFR § 1.51
- 4. 49 CFR part 21
- 5. 28 CFR § 42.401 et seq.
- 6, 28 CFR 8 50,3
- 7. 70 FR 74087, December 14, 2005

Title VI Program and Assurances:

A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at, http://www.schenectady.com/AffirmativeAction.

Title VI Exhibit 1:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will
comply with the Acts and the Regulations relative to Non-discrimination in Federallyassisted programs of the U.S. Department of Transportation, Office of the Secretary for
Research and Technology (OST-R), as they may be amended from time to time, which
are herein incorporated by reference and made a part of this contract.

- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
 - withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.



DESIGN SERVICES FEE PROPOSAL FOR SUNY SCHENECTADY HANGAR POD FIT-UP

February 7, 2023

Scott Tomlinson **Facilities Engineer** Schenectody County Office of Facilities **612 State Street** Schenectody, NY 12305

DF WERK

Dear Scott.

C2 Architecture, PC (C2) is pleased to submit the following design services fee proposal for your review and consideration. Please reach out with any questions that you may have.

C2 Architecture, PC will provide architectural design services for an Interior fit-up for the SUNY Schenectadu Hangar Pod within the Schanectadu County Almort Parkway in Glenville, New York. It is our understanding that the existing space will need to be reconfigured and programmed to meet the County and College's needs. It is our understanding that the programming requirements for the classroom area within the god are:

- (3) Teacher stations for flight instruction (these are 1-1 on instruction) for both pre-flight and post-flight
- Teacher cubides are 3 x 5
- Flight instructors use laptops as opposed to desktops as they take their laptops in flight
- Teacher stations should be enclosed (preferablu)
- Occupancy for orea is 6 with a maximum of 10.
- The space should also support the following:
 - o File cobinet
 - o Printer
 - o Bookshelf
 - o Storage room (above office)
 - o Power supply

Construction Documents

C2 will work to develop full construction documents detailing the design for bidding purposes, as well as to be used for obtaining required permits for construction.

Keu Phase Deliverables:

- Document existing conditions.
- (2) iterations of the concept plan.
- Produce final Construction Documents for building permit and construction to include the following:
 - o Demolition Plan.
 - o Floor Plan.
 - o Interior elevations.
 - o Coordingte Owner provided equipment plan.
 - Reflected ceiling plans indicating light fixtures.
 Schedules (Door/Finish and partition types).

 - o Detail as required.
 - o Door and Hardware schedule.
 - NYS State Code review and Corn Check.
- At completion of phase, C2 Architecture, PC will submit drawings to owner for review and approval. Following owner sign off, drawings will be submitted to owner for bidding and construction.

Any of the following would constitute an additional service, if requested, additional services are billed at C2 Architecture 2023 rate schedule, which is included at the end of this proposal.

- Changes to approved conceptual plan/ design. This would include major revisions to the drawings at the Owners request, after the submission of the building permit and changes in schedule will be involced at a rate per the 2023 hourly fee schedule.
- Cost of reproductions, shipping and mailings.
- Services required due to unforeseen conditions.
- Hazardous material investigation, testing or abatement design.
- Survey and geotechnical investigations or reports.
- Design of telephone, data, communications, or security systems.
- Drawing revisions for field changes (other than RFIs or Clarifications)
- Civil Engineering drawings.
- C2 Architecture. PC is not responsible for pricing. General contractor will handle all pricing estimates, budget creation, and purchasing.
- Construction Administration to be hourly based on the below rates.
- No MEP or structural engineering included.
- As-bults.

Fee

A/E fees for the above are \$5.800.00 (Five Thousand Eight Hundred Dollars) through completion of construction contract Construction Documents phase services, based on one continuous construction effort.

Pauments by Phase

Basic Services	Fee Amount
Construction Documents	\$4,900.00
Construction Administration	\$900.00
Total	\$5,800.00

invoices will be billed monthly based on the percentage of work completed. Each payment will be Due 30 days from the receipt of invoice. Unpaid invoices will occrue interest at a rate of 1.5% per month.

Reimburschie Expenses

C2 Architecture, PC will be reimbursed for project expenses in addition to the above fee.

- Cost for printing drawings.
- Postage and delivery expenses (At Cost).
- Travel outside of Capital District (At Cost).

2023 Billing Rates

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon jump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$180.00/hour
PROJECT MANAGER	\$150.00/hour
ARCHITECT	\$1.35.00/hour
ARCHITECTURAL DESIGNER	\$110.00/hour
OFFICE MANAGER	\$50.00/hour
INTERN ARCHITECT	\$75.00/hour
INTERIOR DESIGNER RENDERER	\$100.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

Billing Rates

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL \$150,00/hour PROJECT ARCHITECT | CODE ANALYSIS \$120.00/hour DESIGNER \$100.00/hour **PROJECT MANAGER** \$90.00/hour CONSULTANT At his/her rate + negotiated markup (per contract)

The Architect (C2) reserves the right to suspend work if payments are not made within 45 days and shall have no liability to the owner/client for delay or damage caused to the owner/client because of such suspension of services. Any legal fees incurred by C2 related to collection of fees shall be borne by the client.

Either party may terminate this agreement at any time with written notice of such termination sent directly. to the other party. Upon receipt of such written notice, no further work will be completed under this contract. Should termination occur, C2 will be paid, as stipulated above, for all work completed prior to the termination date.

It is agreed that compensation for services provided is not contingent upon funding, city or government. agency approvalist.

We thank you for the opportunity to submit this proposal and look forward to working with you in the near future. Should you have any questions at all, please do not hesitate to contact us.

Should you decide to proceed with our proposal, services will commence upon receipt of the signed proposal. Michael A. Roman, RA, AIA, NCARB Scott Tomlinson C2 Architecture, PC Schenectady County Office of Facilities Februaru 7, 2023 Date Date

A541620429 - \$5,800 PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of February, 2023, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County" and C2 ARCHRITECTURE, PC., with offices at 24 AIRPORT ROAD, SCHENECTADY, NY 12302, hereinafter called the "Contractor".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

ARTICLE L TERM OF CONTRACT

The services of the Contractor shall commence immediately and shall terminate at the completion of services.

ARTICLE 2. CONTRACT SUM

The County shall pay to the Contractor and the Contractor agrees to accept as full payment for professional services furnished under this Agreement an amount not to exceed the total sum of <u>FIVE THOUSAND EIGHT HUNDRED DOLLARS</u> (\$5,800.00). Payment shall be processed through the Schenectady County Finance Department.

ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED

The Contractor shall well and completely perform Professional Engineering and Architectural Services for the SUNY Schenectady Hanger Pod as described in Exhibit "A" annexed hereto.

ARTICLE 4. CONTRACT DOCUMENTS

The standard provisions marked Exhibit "B" and outline of services marked Exhibit "A" that are annexed together with this agreement, shall form the entire agreement between the parties hereto which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.

ARTICLE 5. GENERAL LEGAL RESPONSIBILITY

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses which such clauses are part of the standard provisions attached and made part of as Exhibit "B".

ARTICLE 6. CONFLICT OF INTEREST

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 7. SURETY & INSURANCE

The Contractor shall, at a minimum, carry the following insurance coverage;
Liability Insurance \$1 million/occurrence and \$3 million/aggregate; Automotive Coverage \$1 million. Professional Liability Insurance \$1 million; and

commencement of work additionally insured and shall be delivered to the County by the Contractor prior to the Certificates of said policy or policies should name the County of Schenectady as

ARTICLE 8. SUBLETTING AND ASSIGNING CONTRACT

receiving written approval from the County. The Contractor shall not assign or transfer the contract or any interest herein without first

ARTICLE S. CHANGES IN CONTRACT

mutual agreement of the County and the Contractor. Changes to the terms and conditions of this contract shall be permitted only upon written

ARTICLE 10. SWINIERSBIP OF WORK PRODUCTS

to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County. All final and written or tangible work products completed by the Contractor shall belong

ARTICLE 11. TERMINATION

by either party by providing a written notice to the other party no later than five (5) business days before the omcellation. It is mutually agreed by the County and the Contractor that this contract may be cancelled

ARTICLE 12. ARBITRATION

compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association. interpretation of any term or condition herein combined or with respect to any matter of will submit to arbitration any question or dispute arising between said parties as to the In any event and notwithstanding any provisions made in the contract, the parties hereto

ARTICLE 13. EXTRA WORK

further evidenced by the execution of a supplemental agreement between the County and the work shall be made in connection with this work except such as may be ordered in writing and It is understood and agreed between the parties hereto that no claim for damages or extra

ARTICLE 14. SUCCESSORS AND ASSIGNS

shall inure to the benefit of successors and assigns of the respective parties hereto. All of the terms, covenants and agreements herein contained shall be binding upon and IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the aforesaid day.

By Rory Flumen
County Manager

SUNY SCHENECTADY COUNTY COMMUNITY
COLLEGE

Dr. Steady Moono

C2 ARCHITECTURE

Michael A Roman Principal

APPROVED as to form and content.
this begins of Cabring, 20 23

County Attorney

On the At day of MOCA 20 22 before me, the undersigned, personally appears RORY FLUMAN, personally known to the or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(see) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their supacity(ins), and that by his/her/their algorithms(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the

CLALDIA I. CRITTANDER
NELSO, Stato of New York
No. 01089438948
Contributor Softwarectudy County
Contributor Softwarectudy County
Operation Software Journey \$1, 20,250

Notary Public State of New York

COUNTY OF SCHEMECTADY STATE OF NEW YORK

P

On the 6th day of Matth 2022 before me, the undersigned, personally appeared DR. STEADY MCOINO, personally known to me or proved to me on the basis of estimatory evidence to be the individually) whose name(s) is(are) subscribed to the within instrument and seknowledged to me that he/sharkbey executed the same in his/her/their capacity(les), and that by is/her/their signature(s) on the instrument, the individual(s), or the porton upon behalf of which the idividual(s) acted, executed the instrument.

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COMOR. Rep. 60/11/2004
STATE OF NEW YORK

HONOLOM I MARNE

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COUNTY OF SCHEMECTADY

On the $\frac{\|\rho^{\hat{m}}\|}{\|\rho\|\|}$ day of $\frac{1}{\|\rho\|\|} \|\rho\|\|_{L^{2}}$, $\frac{1}{\|\rho\|} \|\rho\|\|_{L^{2}}$, before ms, the undersigned, personally appeared $\frac{1}{\|\rho\|\|\|\rho\|\|} \|\rho\|\|_{L^{2}}$, $\frac{1}{\|\rho\|\|} \|\rho\|\|_{L^{2}}$, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose same(s) is(are) subscribed to the within instrument and asknowledged to me that he/she/flacy executed the same in his/her/their sepacity(les), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Judio-State of New York

STANDARD PROVISIONS

provisions shall prevail. attached contract and these standard provisions, unless otherwise provided, these standard hereby made a part of said contract. In the event of any conflict between the provisions of the The parties to the attached contract further agree to be bound by the following, which is

- the County beyond the amount of such monles. available for the purpose of the contract, and no liability on account thereof shall be incurred by I. This contract shall be deemed executory only to the extent of monies appropriated and
- entitled Prevailing Wage for Building Service Employees. II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wage and supplement" and Article 9
- Section 220-c, as amended, that: III. The Contractor specifically agrees, as required by the provisions of the Labor Law,
- (a) In hiring of employees for the performance of work under this contract or any equipment or supplies herenoder, no contractor, subcontractor nor any person State of New York who is qualified and available to perform the work to creed, color, sex or national origin, discriminate against any citizen of the soting on behalf of such contractor or subcontractor shall by reason of race, subcontract hereunder for the manufacture, sale or distribution of materials, which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national
- 0 There may be deducted from the amount payable to the contractor by the intimidated in violation of the terms or conditions of this section of the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or
- (d) This contract may be cancelled or terminated by the county or municipality or my subsequent violation of the terms or conditions of this section of the and all monics due or to become due hereunder may be forfeited for a second
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution

of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

- IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at www.schenectadyeounty.com.

VI. The Contractor, if a medical provider under this contract:

- (a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;
- (b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901;
- (c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;
- (d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
- (e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128, 1128A and 1156 of the Social Security Agt and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and sverything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the

County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CB-200, Certificate of Attestation of Exemption from NYS Workers'
 Compensation and/or Disability Benefits coverage; or
- C-105.2 Certificate of Workers' Compensation Insurance; or
- SI-12 Certificate of Workers' Compensation Self-Insurance, GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance,

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- Compensation and/or Disability Benefits Coverage; or CB-200, Certificate of Attestation of Exemption from NYS Workers'
- DB-120.1 Certificate of Disability Benefits; or
- DB-155 Cartificate of Disability Benefits Self-Insurance.

Contractor's compliance with these requirements. Contractor shall attach to this Agreement certificates of insurance evidencing

through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion, Contract shall be deemed to have been inserted herein. If any such provision is not inserted, XIII. Each and every provision of law and clause required by law to be inserted in this

reasonable times and places during the period of execution of this agreement and for six (6) years records concerning any and all costs incurred in the performance of this agreement. Such books from the date of final payment thereunder. personnel of the County and/or the New York State Department of Audit and Control at all and records shall be kept available and maintained in a format for examination by qualified XIV. The Contractor shall keep and maintain efficient, complete and separate books and

and disclosed to qualified personnel of the County and/or the New York State Department of part of all such subcontracts which shall specifically make reference to the records as noted other entities, then the Contractor agrees that it shall make the provisions of this article a formal Audit and Control. hereinabove, and that all such records maintained by such subcontractors shall be made available If part or all of the performance hereunder is to be conducted through subcontractors with

be valid unless written evidence thereof shall be executed by the party to be charged. hereto; that all previous understandings are merged herein; and that no modifications hereof shall XV. It is understood that this instrument represents the entire agreement of the parties

those as to which it is held invalid or unenforceable, shall not be affected thereby and every other agreement or the application of such term or provision to persons or ofrcumstances other than or circumstance shall to any extent be hold invalid or unenforceable, the remainder of this term and provision of this agreement shall be valid and be enforced to the fullest extent permitted XVI. If any term or provision of this agreement or the application thereof to any person

and shall so certify on the Apprenticeship Certification Form - Schenectady County Public approved apprenticeship program as provided for in Article 23 of the New York State Labor Law County of Schenectady, exceeding two-hundred thousand dollars (\$200,000.00), shall have an Works Contract prior to execution of the contract by the County. XVII. Any contractor or subcontractor on a public works construction contract with the XVIII. Any contractor or subcontractor who receives "State Funds" or "State-Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:

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 regulations. Unless a walver is granted, the regulations set the limitations on
 Administrative Expenses that apply to Covered Providers, which can be found at:
 https://executivesicler18.ny.gov/situs/default/files/ijecuments/EGSIProviderGuid
 under 15-17-15.odf.
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- 5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

XIV. Title VI Policy Statement:

It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and

activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Victnem era veteran status.

Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be desied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compilance.

Title VI Authority:

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

- 1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- 2. Federal Transit Laws, Title 49, United States Code, Chapter 53
- 3. 49 CFR § 1.51
- 4. 49 CFR part 21
- 5. 28 CFR § 42.401 et seq.
- 6. 28 CFR \$ 50.3
- 7. 70 FR 74087, December 14, 2005

Title VI Program and Assurances:

A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at, http://www.schenectadycounty.com/AffirmativeAction.

Title VI Exhibit 1:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will
comply with the Acta and the Regulations relative to Non-discrimination in Federallyassisted programs of the U.S. Department of Transportation, Office of the Secretary for
Research and Technology (OST-R), as they may be amended from time to time, which
are herein incorporated by reference and made a part of this contract.

- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
 - withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.



DESIGN SERVICES FEE PROPOSAL FOR SUNY SCHENECTADY HANGAR POD FIT-UP

February 7, 2023

Scott Tomilnson Facilities Engineer Schenectadu County Office of Facilities **612 State Street** Schenectodu, NY 12305

THE OF WARK-ARCHITECTURAL

Dear Scott.

C2 Architecture, PC (C2) is pleased to submit the following design services fee proposal for your review and consideration. Please reach out with any questions that you may have.

C2 Architecture, PC will provide architectural design services for an interior fit-up for the SUNY Schenectadu Hangar Pod within the Schenectady County Airport Parkway in Glenville, New York, It is our understanding that the existing space will need to be reconfigured and programmed to meet the County and Callege's needs. It is our understanding that the programming requirements for the classroom area within the pad are:

- (3) Teacher stations for flight instruction (these are 1-1 on instruction) for both pre-flight and post-flight
- Teacher cubicles are 3 x 5
- Flight instructors use laptops as opposed to desistops as they take their laptops in flight
- Teacher stations should be enclosed (preferably)
- Occupancy for area is 6 with a movimum of 10.
- The space should also support the following:
 - o File cabinet
 - o Printer
 - o Bookshelf
 - Storage room (above office)
 - o Power supply

Construction Documents

C2 will work to develop full construction documents detailing the design for bidding purposes, as well as to be used for obtaining required permits for construction.

Key Phase Deliverables:

- Document existing conditions.
- (2) iterations of the concept plan.
- Produce final Construction Documents for building permit and construction to include the following:
 - o Demolition Plan.
 - o Floor Plan.
 - o Interior elevations.
 - Coordingte Owner provided equipment plan.
 - Reflected ceiling plans indicating light flutures.
 - Schedules (Door/Finish and partition types).
 - o Detail as required.
 - o Door and Hardware schedule.
 - NYS State Code review and Com Check.
- At completion of phase, C2 Architecture, PC will submit drawings to owner for review and approval. Following owner sign off, drawings will be submitted to owner for bidding and construction.

Any of the following would constitute an additional service. If requested, additional services are billed at CZ Architecture 2023 rate schedule, which is included at the end of this proposal.

- Changes to approved conceptual plant design. This would include major revisions to the drawings at the Owners request, after the submission of the building permit and changes in schedule will be invoiced at a rate per the 2023 hourly fee schedule.
- Cost of reproductions, shipping and mailings.
- Services required due to unforeseen conditions.
- Hazordous material investigation, testing or abatement design.
- Survey and geotechnical investigations or reports.
- Design of telephone, data, communications, or security systems.
- Drawing revisions for field changes (other than RFIs or Clarifications)
- Civil Engineering drawings.
- C2 Architecture, PC is not responsible for pricing. General contractor will handle all pricing. estimates, budget creation, and purchasing.
- Construction Administration to be hourly based on the below rates.
- No MEP or structural engineering included.
- As-builts.

Fee

A/E fees for the above are \$5,800.00 (Five Thousand Eight Hundred Dollars) through completion of construction contract Construction Documents phase services, based on one continuous construction effort.

Pauments by Phase

Basic Services	Fee Amount
Construction Documents	\$4,900.00
Construction Administration	\$900.00
Total	\$5,800.00

Invaices will be billed monthly based on the percentage of work completed. Each payment will be Due 30 days from the receipt of invoice. Unpaid invoices will accrue interest at a rate of 1.5% per month.

Reimbursable Expenses

C2 Architecture, PC will be reimbursed for project expenses in addition to the above fee.

- Cost for printing drawings.
- Postage and delivery expenses (At Cost).
- Travel outside of Capital District (At Cost).

2023 Billing Rates

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon jump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$180,00/hour
PROJECT MANAGER	\$150.00/hour
ARCHITECT	\$135.00/hour
ARCHITECTURAL DESIGNER	\$110,00/hour
OFFICE MANAGER	\$50.00/hour
INTERN ARCHITECT	\$75.00/hour
INTERIOR DESIGNER RENDERER	\$100.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

Billing Rates

Services outside of the agreed upon Scope of Work to be compensated through either on agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL \$150,00/hour PROJECT ARCHITECT | CODE ANALYSIS \$120.00/hour DESIGNER \$100.00/hour **PROJECT MANAGER** \$90.00/hour CONSULTANT At his/her rate + negotiated markup (per contract)

The Architect (C2) reserves the right to suspend work if payments are not made within 45 days and shall have no liability to the owner/client for delay or damage caused to the owner/client because of such suspension of services. Any legal fees incurred by C2 related to collection of fees shall be borne by the client.

Either party may terminate this agreement at any time with written notice of such termination sent directly to the other party. Upon receipt of such written notice, no further work will be completed under this contract. Should termination occur, C2 will be paid, as stipulated above, for all work completed prior to the termination

It is agreed that compensation for services provided is not contingent upon funding, city or government. agency approvalisi.

We thank you for the opportunity to submit this proposal and look forward to working with you in the near future. Should you have any questions at all, please do not hesitate to contact us.

Should you decide to proceed with our proposal, services will commence upon receipt of the signed proposal Michael A. Roman, RA, AIA, NCARB Scott Temlinson C2 Architecture, PC Schenectedy County Office of Facilities Februaru 7, 2023 Date Date

LEGISLATIVE INITIATIVE FORM

Date:

4/7/2023

Reference:

Rules

Dual Reference:

Initiative:

R 24

Title of Proposed Resolution:

A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ALBANY VENTURES, INC. FOR SPACE FOR THE OFFICE OF THE SCHENECTADY COUNTY PUBLIC DEFENDER

Purpose and General Idea:

Provides authorization to enter into a multi-year lease agreement with Albany Ventures, Inc. for the Public Defender's Office.

Summary of Specific Provisions:

Authorizes the ability to enter into a multi-year lease agreement with Albany Ventures, Inc. for the Public Defender's Office at 409 State Street in Schenectady. The base lease would be for a ten year period, with a five year renewal option. The lease is for the first floor of 409 State Street and consists of 8,714 square feet. This agreement will commence on June 1, 2023.

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate leasing office space for the Public Defender's Office at 409 State Street.

Establish and Increase Appropriation Code By:

A541173.402001 Building/Space Leases - Rent

\$95,310

Increase Appropriated Surplus By:

A599

Appropriated Surplus

\$95,310

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

The current space for the Public Defender is located at 519 State Street, but is inadequate for current needs and would require a major investment of over \$2 million to transform it into a suitable space. This rental option would provide quality space for a reasonable price and is relatively close to the County Courthouse.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355 FAX: (518) 388-4590

To:

Honorable Chairperson and Members of the Legislature

From:

Rory Fluman, County Manager

CC:

Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Christopher H. Gardner, County Attorney Jaclyn Falotico, Commissioner of Finance

Date:

April 7, 2023

Re:

Authorization to Enter into a Multi-Year Lease Agreement with Albany Ventures,

Inc. for the Public Defender's Office

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to enter into a multi-year lease agreement with Albany Ventures, Inc. for the first floor of the property located at 409 State Street, Schenectady, NY 12305. This agreement will commence on June 1, 2023, and has a term length of ten years, with a five-year renewal option. As Mr. Gardner indicates, the proposed lease agreement would address the inadequacies with the current location of the Public Defender's Office, which currently requires over \$2 million in renovations.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

COUNTY OF SCHENECTADY OFFICE OF THE COUNTY ATTORNEY Inter-Department Correspondence Sheet

To:

Rory Fluman

County Manager

From:

Christopher H. Gardner CH6

County Attorney

Dated:

April 5, 2023

Re:

Proposed Lease between Albany Ventures, Landlord, and County of Schenectady,

Tenant, for the First Floor at 409 State Street, Schenectady, New York for a Period of Ten Years with a Five-Year Renewal Option for Space for Public

Defender

Copies to:

Geoffrey Hall, Clerk of the Legislature

Alissa Foster, Deputy Clerk of the Legislature M. Joe Landry. Counsel to the Legislature Shane Bargy, Deputy County Manager Jaclyn Falotico, Commissioner of Finance

Stephen Signore, Public Defender Stephen Luciano, Director of Facilities Ray Gillen, Chairman, Metroplex

Marylou Riddle, Executive Secretary to the County Manager

Please find attached a copy of the above-referenced lease.

Term of Lease:

The base lease is for a ten-year period, with a five-year renewal option.

Leasehold:

The leasehold is the first floor of 409 State Street and consists of 8,714 square feet.

Rental Rates:

Years	Rate	Yearly Rate
1 & 2	\$18.75 per sq. foot	\$163,387.80
3,4, 5, 6	\$19.50 per sq. foot	\$169,973.00
7, 8, 9, 10	\$20.25 per sq. foot	\$176,485.50
11, 12, 13	\$21.00 per sq. foot	\$182,994.00
14 & 15	\$21.75 per sq. foot	\$189,529.50

The monthly rental rate in years 1 and 2 is \$13,615.65,

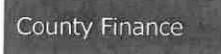
Justification:

The current space for the Public Defender is located at 519 State Street. It is inadequate for current needs and would require a major investment of over \$2 million to transform it into a suitable space.

The rental option provides quality space for a reasonable price. It is relatively close to the County Courthouse. Ray Gillen has stated that additional parking will be made available at the nearby parking garage. The Landlord has stated that the rental property can be fitted up in a short time period with an expected commencement date of June 1, 2023.

I recommend that this Lease be forwarded to the County Legislature for their consideration at the meeting on April 11th.

CHG/pmp Enclosure County of Schenectady 620 State Street, 3rd Floor, Schenectady, N. Y. 12305 (518) 388-4260 (518) 388-4248 Fax



Memo

TO:

Rory Fluman, County Manager

FROM:

Jaclyn Falotico, Commissioner of Finance

DATE:

April 6, 2023

SUBJECT:

Budget Amendment - Public Defender's Office -

Lease of Office Space at 409 State Street

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate leasing office space for the Public Defender's Office at 409 State Street.

Establish and Increase Appropriation Code By:

A54I173.402001

Building/Space Leases - Rent

\$95.310

Increase Appropriated Surplus By:

A599

Appropriated Surplus

\$95,310

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

DRAFT FOR	DISCUSSION PU	RPOSES ONLY
Date: Follower,	17, Amil 5, 2023	

Whyle Definition: Heading 2

LEASE AGREEMENT

ALBANY VENTURES, INC.

LANDLORD

and

COUNTY OF SCHENECTADY

Formathad: Underline

Formations: Space After: 18 pt

TENANT

For a portion of the premises known as 400 State Street, Schemotady, New York

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DRAFT FOR DISCUSSION FURPOSES ONLY DATE:

When the helial letter of a word in the Lexus (including my Exhibit or other attentment to the Lema) is oughtified, and the term is defined in the Lexus, such word shall be given the mounting assigned to it in the Lexus.

BASIC LEASE INFORMATION

The Sallowing I his Lease Information is extached to the Lease for reflectance and contractors eaty. The Resic Lease Information is qualified in all respects by the applicable provisions of the Lease, and if there is a conflict between the Basic Lease Information and the provisions of the Lease, the Lease that control.

Landlord: Date of Leasa: Albanty Ventures, Inc., a New York corporation 2023

Building Address: 409 State Street, Schemestady, Now York 12305

County of Bahmactady, a New York musicipal exponsion

Tonat

Longed Premises: Total Building Size: Approximately 8,714 realship equan that of space (an) on the 1^{α} floor. Approximately 17,627 restable square float

Tenant's Share

The smide equal to the restable Area of the Leaned Proviless divided by the Area of the Building, which ratio Landfleed and Tunant agree is 49,44%. If the restable tree of the Leaned Francisca is desinged for any remon, the Tenent's Pro State there shall be recollected by dividing the restable area of the Leaned Francisca size much occurrence by the restal area of the cetter Building after such occurrence. If the restable area of the tenent's Pro Reta Share shall be resulted parts of the State of the Leaned Pro Reta Share shall be resulted parts of the francisk after such occurrence by the restable area of the extire Building size.

Fourtient Thyogend Seven Handred Four and \$57100 Dollars (\$14,704,58) the st Lease exacution.

An approximate period of one bandred twenty (120) months

Pive (5) years

Lease Year:

Renewal Option: Initial Tarm;

Security Depart:

The term "Limae Year" shell mean the twelve (12) month pecied commanding on the "Term Commencement Date" and such twelve (12) full calcular month period thereafter.

Annual Baye Rent Initial Term; \$18,75/nt? Term Commence \$19,50/nt? Months 25 – 72 \$20,25/nt? Months 73 – 120 est Data - Month 24

\$21,750mf Years 1_--3 \$21,750mf Years 4 & 54

One twelfix (1/12) of the Account Base Rest

Monthly Base Rest:

Annual Bain Roat Roaswal Torn;

Service of Notices: By personal delivery, registered or certified mail, or express in Article 22 of the Leaun. mail we wet forth

New York

Date: February 17, April 5, 2023

LEASE AGREEMENT

LEASE OF PREMISES

Section 1.01. Lance of Promises.

subject to the covenants, agreements, perwistons and conditions of this Lease, the Leased Premises (as defined in Section 1.02) located in the brilding (the "Building") with the name and street address of 409 State Street, Schenostady, New York. The Building, the Leased Premises, and the Common Building Paclifies (as defined in Section 1.03) are collectively referred to in this Lease as the "Project". The Leased Premises shall be removated by Landlard as described in Section 4.01 of this Lease in accordance with Exhibit A (the "Landlord's Work") Landlord hereby lesses to Tenant, and Tenant hereby lesses from Landlord, upon and

Section 1.02. Lenged Premises.

The "Leased Premises" shall mean initially approximately 8,714 remable square feet of space on a portion of the first floor of the Building, all as more particularly described in Builditt B stacked hereto and made a part becarf.

Section 1.63. Common Building Fucilities,

for exclusive use by Landlord or any others, counts, restrooms, service areas, lobbies, landscap areas (if any) and all other common and service areas of the Building intended for such use on the date hereof. with the Landlord and other tenents in the Building, including but not limited to Common Areas This Lease includes the right of Tenent to use the Common Building Pacilities in common with other tenents of the Building. The term "Common Building Facilities" means all of the facilities in or around the Building designed and to be used by the Tenents in common of the facilities in or around the Building designed and to be used by the Tenents in common electric closets, telephone trunk lines, sisies, walkways, and the roof to the extent not reserved such as corridors, cicrestors, fire stains, and service areas such as telephone, cable, internet, and

ARTICLE 2

Dato: February 17, April 5, 2023 Socies 2.01. Term.

the Term Commencement Date, as defined in Section 4.02, swiploct to entilet tenumention as beginning provided. The Initial Term shall expire on the last day of the last calendar mouth of the Initial Term, unless the Term Commencement Date occurs on a day other than the first day of a calendar month, in which event the Initial Term shall expire on the last day of the calendar Tenant shall lease the Leased Premises for a term of approximately one hundred twenty (120) mouths as described in the Besic Lease information as the "initial Term" to commence on dates of the initial Term. Agreement, in the form standed as Exhibit C, setting forth the commencement and expination Promptly after the Term Commencement Dute occurs, the parties shall enter into a Supplemental mouth which is one hundred twenty (120) mouths from the Term Commencement Date.

Section 2.02. Three of this Lones.

The word "term", "Term", and the words "term of this Lease" shall mean the Initial Term, as defined in the Basic Lease information, plus any extension hereof.

Section 2.43. Renewal Option of this Laure.

one hundred eighty (190) days prior to the expiration of the Initial Team or the First Estanded Team or the case may be, and (iv) Selementady County Public Defendent is healf energying and conducing its business in the whole of the Lency Received Premium in secondarios with this Lency, the edditional five (3) year period (the "Extended Term") to commence immediately following the initial Term, on the same turns and conditions as me set forth in this Leass-Newided that as the east of the Initial Term, (1) Tennet to not in default bareander (2) Tennet thail have paid the Annual Base Rent for the Extended Terms shall be as outlined in the Basic Least Information. ose (1) additional five (3) year period (the "Setended Torm") to commonse immediately following the initial Torm, on the same trans and conditions as one of furth in this Lower Assual Rest as and when due and panetually porturned and observed the terms, covenants or personal and observed by it in accordance with the terms of the Lease, (iii) Unless Teamt provides Landlard with written notice on or belone the date which is 180 days prior in the end of the Initial Term, the Lease shall automatically remow for one (1) that there shall be no further right to extend the Lesse Term beyond the Extended Term and the Longo shall recoverationalized between the law of the stand the term of this Longo for at shall have given, and Landlord shall have received, written action (the "Nation") of least s-except

ARTICLE 3

Section 3,01. Annual Base Rest.

Monthly Base Rent, as set firsh in the Basic Lease information, as the same may be adjusted as Tenant shall pay the Annual Best, Rent in advance in equal monthly installments of

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provided in the Basic Lesse Information, on the first day of each calendar month during the initial Term. Rent for any period of less than one month shall be apportioned based on the number of days in that month. Tenant will pay the Annual Base Rent to the Landlord, in c/o of the Building's manager, Galesi Management Corporation, at 220 Harbonide Drive, Suite 300, Schmoetady, New York, or to such other person or at such other place as Landlord may designate in writing. In the event that Landlord shall not receive the Annual Base Rent within ten (10) days of the date due, Tenant shall pay to Landlord a late charge at a rate of two (2%) percent per month for all amounts overdue. Such late charge shall be deemed Additional Rent for all purposes under this Lesse.

Section 3.02. Operating Expenses.

Tenant shall pay as Additional Root, Tenant's Share (as defined in the Basic Lease Information) of the amount by which the annual Operating Expenses, as defined in Section 3.02(A), for each Operating Expense Escalation Year, as defined in Section 3.02(B), actually incurred, exceeds the Operating Expenses for the Operating Expense Base Year, as defined in Section 3.02(B) ("Excess Operating Expenses").

- (A) The words "Operating Expenses" shall mean normal, reasonable and customary operating expenses, charges, fees and costs consistent with those incurred for similar buildings in Schenectady, New York, which are incurred by Landlord for the Operating Expense Base Year and in an Operating Expense escalation year relative to the operation, repair, cleaning, insuring and maintenance of the Project, including all costs and expenses incurred as a result of Landlord's compliance of any of its obligations hereunder and without limitation, all costs and expenses specified below in subparagraph (i). Any cost allocable to the items specified below in subparagraph (ii) and any costs incurred after the expiration or earlier termination of the term of this Lease shall be excluded from Operating Expenses.
 - (i) Items Included in Operating Expenses:
 - (a) gross salaries, wages and all other expenses and benefits incurred for the employment of the Building operating personnel, including without limitation, payroll taxes, social security taxes, worker's compensation, unemployment insurance and union benefits but excluding Landlord's members' salaries, wages and benefits.
 - (h) the cost of materials, supplies, replacement perts (in connection with cleaning or maintenance), tools, materials and equipment;
 - (c) all charges for snow, ice, refuse and rubbish and any taxes on any of the same;
 - (d) amounts paid by Landlord to Landlord's employees and/or independent contractors for services (including full or part-time labor) and materials for the

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maintenance, repair, replacement (but not for capital items, except as specifically set forth in (1) below) and/or operation of the Project, including, without limitation, the parking areas (including without limitation, paving, striying and cleaning if applicable), water and sewer kines and other papers and utilities servicing the Project, elevators, plumbing, heating, ventilation and air conditioning systems, fire sprinkler systems, security, landscaping and gardening services:

- (e) the cost of repainting or otherwise decorating any part of Common Building Facilities;
- (f) premiums for hexard insurance, rent loss/business interruption insurance, general comprehensive liability insurance, umbrells or excess insurance, insurance covering Landlord's indomnification provisions and all other insurance purchased by Landlord in connection with the Project;
- (g) management five equal to four percent (4%) of gross rents derived from the Project and administrative and accounting foos;
- (h) intentionally deleted:
- $(\frac{h}{h})$ the cost of gaz, electric, steam and other utilities for the Building, to the extent not soperately metered;
- (f)(h) __cost of repairs, alterations, improvements and replacements, including without limitation, replacement lighting, repair of fixtures, and light bulbs, made to the Common Building Facilities and the Project (except for the initial construction of the Project or any repairs, alterations, improvements and replacements in any space leased to an existing or perspective tenant and any cost and expenses that relate to the preparation of rental space for any tenant);
- (k)(1) cleaning and junitorial services of the Common Building Facilities; and
- (D) capital expenditures and improvements to the Project in order to obtain savings in other Operating Expenses, but only to the extent of the savings realized thereby.
- (ii) Items Excluded from Operating Expenses:
- (a) the cost of correcting defects in construction, repair and replacement after Completion of the construction of the Building, resulting from inferior or deficient workmanship, materials or equipment in the initial construction or equipping of the Building or for which Landlord is reimbursed by insurance,

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- (b) salaries, benefits and payroll taxes of Landlord's members, its management staff, and its headquarters staff not attending in some fashion to the maintenance, operation and management of the Project;
- (c) the cost of any items for which Landlord is reimbursed by insurance proceeds, condemnsion awards, a tenant of the Project, or otherwise;
- (4) the cost of any additions to the Project, or Operating Expenses generated by such additions constructed, after the date of this Lesse, provided such additions are not occupied at least in part by Tenant or part of the Common Building Faxilities;
- (e) the cost of any repair made in accordance with Articles 10 and 12 of this Lease entitled "Fire and Other Casualty-Insurance" and "Condemnation" and povered by insurance maintained by Landlord;
- (f) interest, principal payments, points, and fees, and any late penalties or other costs on any debt, and rental under any ground lease or other underlying lease mortgage or deed of trust covering the Project or any portion thereof;
- (g) any real estate brokerage commissions or other cost incurred in procuring tensuts, or any fee in lieu of commission;
- (h) any advertising expenses, and promotional expenses
- any expenses for repairs or maintenance which are covered by warranties, guaranties or service contracts (excluding any mandatory deductibles);
- (i) insurance premiums to the extent of any refunds thereof;
- (k) costs necessitated by or resulting from negligence or willful misconduct of Landlord, its agents, employees or independent contractors or other tenants,
- costs which are not directly attributable to the operation and maintenance repair or replacement of the Project;
- (m) amortization;
- (n) costs with respect to a sale, financing or refinancing;
- (o) bad debt loss, rent loss or reserves for bad debt or rent loss;

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 (p) costs associated with the operating of the business entity of Landlord including limited liability company andit, business entity accounting and business entity legal matriers or costs associated with maintaining Landlord's existence as a legal entity. incinding legal, consulting, and accounting flees (other than those insurred in commercian with Project operations);
- (q) costs incurred by Landined in connection with bringing the Building or the Project and into compliance with all applicable codes during the construction of the Project and thereafter,
- 3 cepital expenditures required by Landlord's failure to (hereinsthar described); comply with Laws
- (s) any amounts paid to any person, firm or corporation related to or otherwise affiliated with Landlord or any member, officer, director or thereholder of Landlord or my of the foregoing, to the extent the same exceed arm's length competitive prions paid in Schenectady, New York, for similar survices or goods;
- 3 costs incurred to remove any inexactions materials or other textic material or substances from the Land, the Building or the Leased Premises;
- (w) attorneys' fibes and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenents, other cocupants of the Building or other third parties including any settlement fees and costs;
- (v) costs incurred for alterations, capital improvements and replacements to reduce Operating Expenses above the amount actually saved as a result of such capital
- (w) rent and expenses for a marketing office;
- (x) Landlord's (as opposed to any management company's) general overhead expenses; and
- (y) jenitorial for the Lound Premises.

discounts received by Landkerd or Landlord's managing agent in the purchase of any goods, utilities or services in connection with the prudent operation of the Project. In the calculation of any expenses bettemmer, it is understood that no expense shall be charged more than once.

Landlord shall use commercially reasonable, good faith efforts to affect an equitable protection of bills for services rendered to the Building and to any other property owned by Landlord or an affiliate of Landlord. In the event there exists a conflict as to an expense which is specified to be Operating Expenses shall be reduced by all cash discounts, trade discounts or quantity

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Expenses actually incurred by Landlord. included in Operating Expenses and is also specified to be excluded from Operating Expenses within the above list, the exclusions listed above shall prevail and the expenses shall be deemed excluded. Landlord shall not recover more than one bundhed per cent (100%) of the Operating

The words "Operating Expenses Base Year" shall mean the calcular year 2023. The tarm "Operating Expense Eccalation Year" shall mean each subsequent twelve (12) mooth period following the Operating Expense Base Year. Any increase of Operating Expenses or Real Estate Texes for any calcular your during the Term of this Lease shall increase for such year as falls within the Term of this Lease. be apportioned so that Tenant shall pay Tenant's Share of only that portion of the

of the Lease and shall be paid by the Tenent. kind whatsoever relating to the Leased Promises which may selse or become due during the Term Information and the term "Additional Rent" shall mean all costs, expenses and obligations of every The words "Tenent's Share" shall have the meaning as set forth in the Busic Lease

Section 3.64. Real Estate Texas.

Landlord shall pay when the all Real Estate Texas, as hereinafter defined, which shall be levied or assessed, or which become liens upon the Project. Texast shall pay Landlord, as Additional Reat, Texast's Share of any such increase in such Real Estate Texas ("Buces Real Estate Texas"), over the Real Estate Texas incurred in the Operating Expenses Buse Year ("Tenent's Real Estate Tax Payment") as follows:

Project on or before the due date for the psyment of the Real Estate Taxon. Thereafter prior to the commencement of each Lease Year, Landlord shall furnish Tenent with an updated estimate of Tenent's Real Estate Tax Psyment for the next sessing Lease Year. Prior to the commencement of the second Leese Year, Lendlord shall proper and submit to Teamt an estimate of I meant's Real Estate Tax Payment due and payable for the next twelve (12) menths, together with an estimate of the monthly Additional Rest payment necessary to cause Landlord to receive sufficient sums to pay Theant's Real Estate Tax Payment for the

Monthly, at the same time that Tenant pays installments of Annual Base Rent, Tenant shall pay as Additional Rent, one-twelfth (U/12) of Tenant's Real Estate Tax Payment.

(A) "Real Estate Taxos" shall mean the property taxes and assessments imposed upon the Project, payable to Landlord, including, but not limited to, real estate, city, county, village, school and transit taxes, or taxes, payabots in lieu of taxes, special assessments, (including, without limiteden, BID Tax) and all other assessments or charges levied, imposed or assessed against the Building and land by any other taxing surfacilty, whether general or specific, ordinary or extraordinary, foreseen or unforeseen. If the to a future change in the method of taxation or any limitation imposed thereon, any franchise, income, profit or other tax shall be levied against Landlord (1) in substitution for or in liqu of any tax which would otherwise constitute a Real Estate Tax, or (ii) in addition to real property taxes, due to a limitation on the amount of real property taxes that may be charged, such franchise, income, profit or other tax shall be deemed to be a

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Real Estate Tax for the purposes hereof. Notwithstanding anything contained herein to the contrary, Tenant shall assume and pay to Landlord in full at the time of paying the Annual Bage Rent any excise, sales, use, gross receipts or other taxes (other than a net income or excess profits tax) which may be imposed on or accessured by such Annual Base Rent or Additional Rent or may be imposed on Landlord or on account of the letting or which Landlord may be required to pay or collect under any law now in effect or hereafter enacted.

- Real Estate Taxes shall not include (i) federal, state or local income tax. excess profits or revenue tax, excise tax or inheritance tax, gift tax, gains tax, business, professional, occupational and license teams, franchise tex, corporation tex, capital levy transfer, capital stock transfer, estate, succession or other similar tax or charge that may be payable by or chargeable to Landlord under any present or future Laws,
- The Real Estate Texes that Tenant is obligated to pay hereunder shall be Tenant's Share of the increase in the amount of Real Estate Taxos finally determined to be logally payable by legal proceedings or otherwise and paid by Landlord above the amount paid in the Operating Expense Base Year. Any increase or decrease in Real Estate Taxes during the term shall be apportioned so that Tanant shall pay or receive Tenant's Share of only that portion of the increase or decrease in Real Estate Taxes that falls within the term of this Lease.
- (D) Landlord shall pay all real property taxes and assessments by the date due and shall, upon Tenant's written request, furnish Tenant with evidence of such payment. Landlord shall not include in taxes any interest or penalties incurred by Landlord by reason of Landlord's failure to pay in a timely manner any real property taxes and essessments.
- In the event that Landlord enters into a payment in lieu of toxes arrangement or tax abatement with respect to the Project that provides for no Real Estate Taxes (or a partial abatement thereof) for vacant space, Tenant's Share of Real Estate Taxos shall be equitably adjusted so that Tenant is paying as Additional Rent an amount equal to the Real Estate Taxes attributable to the Leased Premises.

Section 3.05. Computation and Billing.

(A) The words "Landlord's Statement" shall mean a statement, certified by a representative of Landlord or Landlord's management company, setting forth in detail the emount of (1) each item included in the Operating Expenses and Real Estate Taxes for the Operating Expense Base Year and each Operating Expense Escalation Year and (ii) any other Additional Rent. All amounts due Landlord shall be paid in a lump sum within thirty (30) days after Tenant receives Landlord's Statement which will be submitted, together with a receipted Real Estate Tax bill or photocopy thereof, within ninety (90) days after each calendar or fiscal year, as the case may be. Any Landlord Statement rendered to Tenant shall consist of data prepared for Landlord by its internal accountant(s).

(B) In addition to the payments made by Tenant pursuant to Section 3.04(A) above,

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Tenant shall pay to Landlord, as Additional Rent, one-twelfth (1/12) of Tenant's Share of the astimated bill for Operating Expenses increases for the next subsequent Lease Year together with each monthly installment of Annual Base Rent, subject to adjustment between the parties for the immediately preceding Lease Year (in favor of Landlord or Tenant, as the case may be). Any amount payable by Tenant pursuant to this Article shall be adjusted in proportion to the number of days in any partial subsequent Leese Year in which the Term Commencement Date and/or (if Tenant shall not be in default under the Lease) the expiration date of the term of this Lease shall fall.

- (C) Landlord agrees to retain the books and records substantiating the Operating Expenses and Real Estate Taxes incurred in each calendar year for a period of at least three (3) years from the date Landlord submits a Landlord's Statement to Tenant. Tenant or its designes shall have the right, during normal business hours and upon reasonable prior notice, from time to time, to inspect Landlord's books and records relating to Operating Expenses and Real Batate Taxes, and/or to have such books and records andited at Tenant's expense by a certified public accountant designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any sudit that discloses a discrepancy of more than five percent (5%) in the annual Operating Expenses shall be at Landlord's expense and Landlord shall reimburse Tenant for such cost (including reasonable attorneys' fees) within thirty (30) days of the result of the audit. Any discrepancy shall be promptly corrected by a payment of any shortfall to Landlord by Tenant within thirty (30) days after the applicable sudit, or by a credit against the next payment(s) of rent harmader or (at Tenant's election) a refund from Landlord of the overpaid amount within thirty (30) days, as may be applicable. In the event Tenant does not contest a statement of Operating Expenses within twelve (12) months after it is randered, such statement shall become binding and conclusive on both Landlord and Tenant, except that any such statement which may contain material missepresentations shall not be binding and conclusive on Tenant until two (2) years after it is rendered. In the overt Landlord shall fail to invoice Tenant for any Additional Rent pursuant to this section within six (6) months, then Landlord shall be deemed to have waived its right to collect such Additional Rent for the period that should have been covered by such invoice. In addition, in the event that Landlord shall fall to invoice Tenant for any Additional Rent pursuant to this section within six (6) months following the expiration or termination of the term of this Lease, then Landlord shall be deemed to have waived its right to collect such Additional Rent.
- (D) Except as described in (C) shove, any delay or failure of Landlard in rendering any Landlord's Statement, Landlord's computation or bill as herein above provided shall not prepudice Landlord's right to thereafter rander such Landlord Statement, Landlord's computation or bill, or any others, nor constitute a waiver of, or in any way impair, the continuing obligation of Tenant to pay Additional Rent required by this Article,
- (E) Notwithstanding the expiration or sooner termination of the term of this Lease (except in the case of a cancellation by mutual written agreement). Tenant's obligation to pay Additional Rent pursuant to this Article shall survive and cover all periods up to the Term Expiration Date. Except as described in (C) above, the obligation of Tenant with respect to any Additional Rent payable pursuant to this Article shall survive the expiration or sooner

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termination of the term of this Lease.

Section 3.86. Utility Charges.

Lendlord shall supply electricity via the electrical provider on a directly metered basis to Tenant. An electrical duct riser shall be installed, which Tenant shall have the right to access to accommodate Tenant's needs,

the City of Schenectedy). The Landlord, at its so is exet and expense, shall arrange to expansivly meter and thereafter Tenant, at Tenant's sole cost and expense, will pay directly to the applicable utility provider for electricity and natural gas and shall contract separately and pay directly to the service provider for the objects, and cable/internst service. Tenant will reimburge Landlord as Additional Rent, for Tenant's pro rata share of water and sewer, (based upon actual billings received from

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ARTICLE 4 PREPARATION FOR OCCUPANCY

Socion 4.01, Countraction,

as described on Exhibit A attached herein and made a part hereof ("Landlord's Work"). Landlord abail deliver, and Tenser shall take the Leasted Premises to be improved *

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Section 4.82. Term Communication Date,

The words "Term Commencement Date" shall meen the Business Day after the date that is the later of Landlord obtaining temporary certificate of occupancy and the date Landlord delivers possession of the Leased Fremises to Tenant.

Landlord's refresentations and allowable use

Section S.O. Landbord's Representations Regarding Authorization and Use

is a permitted use under the soming regulations pertaining to the Leased Premises; that the provisions of this Lease do not or will not conflict with or violate the provisions of existing or future agreements between Landord and third parties and the Law and that Landord will deliver Landlord represents and warrants as a condition of this Lease that it is suthorized to make this Lease for the Term afarcand; that the intended use of the Leased Premises under this Lease the Leased Franciscs to Tenant firse of all tenents and cocupants and claims thereto.

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Section 5.62. Landlard's Representations Regarding Lithertion,

Landlord represents and warrants that as of the date hereof there are no pending or, to the best of its knowledge, threatened claims, causes of action, lawsuits, myestigations, audits, judgments or the like, against the Project or Landlord which may affect title or Tenent's use of the Project as herein provided.

ARTICLE 6 SERVICES

Section 6.61. Services Provided by Landlard,

Landlord shall cause the following services, utilities, supplies and facilities to be Featuretted: Line spacing: single made available to the Leased Premises and Tenant, subject to same being billed as part of Operating Expenses, if and to the extent described in Section 3.02 of this Lesse:

> i. access to the Leased Premises twenty-four (24) hours a day, seven (7) days a work, 365 days a year;

- ii. heating and air conditioning twenty-four (24) hours a day, seven (7) days a work, sufficient to keep the Leased Premises between 68 degrees and 72 degrees Fahrenheit:
- iii. cleaning and janitorial services for the Common Building Pacilities.
- iv. hot and cold running potable water for general office purposes.
- v. electricity for lighting for the Leased Premises.
- vi. provision, installation and replacement (with product comparable to the original) of light bulbs, tubes and ballasts in the Leased Premises.
- vii, removal of ice and snow from the entranceways to the Building during normal business hours, -but does not include sidewalks.
- viii, vermin extermination and repair and replacement of any item in the Building Formatian's Industry Hanging: 0.31°, Line spacing: single damaged by vermin.

As described in, and as limited by, Section 3.03, Landlord may include the cost of providing any or all of the foregoing services as part of the Operating Expenses of the Project, except such services as are directly paid for by Tenant.

Section 6.02. Landlard's Fallare to Provide Services.

CSTA-mAOminist CHITCHING AND ASS S. 20 DEADY LIGHT SCHOOL SHE SHEARING PARTY.

(A) Landlord's failure to provide services;

> This Lease and the obligation of Tenant to pay Annual Base Rent, Additional Rent and all other sums due hereumder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because Lendlord is unable to supply of is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is mable to supply or is delayed in supplying any equipment or fixtures if Landlord is

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presented or delayed from delay any of the above by reason of governmental presentation in connection with a national emergency or by reason of the condition of supply and demand which have been or an affected by war or other conseguery. No diminution or abstement of Annual Base Rant, Additional Rent, or other same due hereunder, shall be elaimed or allowed for inconvenience or discomfact arising from the making of repairs or improvements to the Building or to its equipment, fixtures or farmishings, nor for any space used to comply with any law, ordinance, or order of a governmental authority.

- ii. Except in the case of an emergency, the Landlord will give Tenant at least five (3) Business Days' prior notice if Landlord intends to interrupt any services required to be furnished by the Landlord and shall minimize inconvenience to the Tenant to the extent practicable.
- control of Landlord such interruption or curtainment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be exhibited to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of <u>Annual Rase</u> Rent or Additional Rent past the applicable cure period. of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to excident or due to any inability or difficulty in securing supplies or labor for the maintenance of such services or to some other cause beyond the reasonable (B) In respect to the provisions of utilities herein expressly or implicitly agreed to be furnished by the Lendord to the Tenant, it is agreed that there shall be no diminution or abstement.

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PARKING 7

Specifour 7.81. Tement's Parking Speces.

Landlord shall provide five (5) compilmentary parking spaces to Tenant in the lot behind

ARTICLE 8 USE OF LEASED PREMISES

Soction 8.01. General Uses,

Tenant shall have the right to use the Leased Framises for general office space and not for any other use without the prior written consent of the Landlord.

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ARTICLE 9 REPAIRS AND MAINTENANCE

Section 9.01. Landlard's Reputra

Landlord shall perform all maintenance and make all repairs, restoration and replacements to the Project not specifically imposed upon Tenant by the provisions bereof, the sume to be included as Operating Expenses, except where the repair has been made necessary by misuse by Tenant, in which event Landlord shall nevertheless make the repair but Tenant shall pay to Landlord, as Additional Rent, the reasonable costs thereof, immediately upon demand, the cost therefor. Landlord shall maintain, repair and replace as necessary, and keep in good order, safe and clean condition, the same to be included as Operating Expenses, (1) the plumbing, sprinkler, HVAC, and electrical and mechanical lines and equipment associated therewith, elevators and beilers, broken or damaged glass and damage by vandals; (2) utility and trunk lines, tanks and transformers and the interior and exterior structure of the Building, including the roof, exterior walls, bearing walls, support beams, floor slabs, foundation, support columns and window frames; (3) the interior walls, ceilings and floor coverings (including corpets and tiles); and (4) the Common Building Facilities located within or outside the Building, including the common entrances, corridors, interior and exterior doors and windows, stalrways and access ways therefor. Further, Landlord shall perform all repairs and restoration required by Article 10, "Fire and Other Casualty - Insurance" and Article 12, "Condemnation". Notwithstanding anything herein to the contrary, Landlord shall be responsible for any damages to the Project to the extent caused by the acts or omissions of its agents, employees, subcommunity, invitees and other tenants and occupants of the Project.

Except for repairs required because of acts or omissions of Tenant, its agants, employees, subtenents, licensees and invitees, Landlord shall keep (subject to the inclusion of same as part of the Operating Costs) the Common Areas, foundation, roof, extenor wall and windows, load bearing items of the Building, and Building central HVAC in good repair.

Section 9.82. Tenant's Repairs,

Except as hereinafter provided, at its expense, Tenant shall make all necessary repairs and replacements to the Leased Premises which are specifically agreed upon in this Lease to be Tenant's obligations. Without limitation, Tenant shall not be liable for repairs or replacements caused by damage by fire or other casualty and damage caused by Landlord or by anyone other than Tenant's agents, servants, employees or contractors acting within the scope of their employment.

Except as otherwise provided herein, Tenant shall have the responsibility and obligation to, at its own expense, keep and maintain the Lessed Premises in good condition and repair, and shall make all repairs and replacements, to the reasonable satisfaction of Landlord, to preserve the Lessed Premises in good working order and to remedy damage to all or any part of the Project caused by Tenant or Tenant's agents, contractors, employees, invitees, or visitors. If Tenant fails to make required repairs or replacements promptly, then Landlord may, at its option,

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and after fifteen (15) days prior notice to Tenant may make such repairs or replacements, and Tenant shall repay to Landlord on demand the cost thereof plus fifteen percent (15%) for overhead (including supervision). Tenant shall not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and shall, at the termination of this Lease deliver up the Leased Premises to Landlord in as good condition as at the beginning of the Term, ordinary wear and tear excepted.

All repairs, replacements, and reconstruction made by or on behalf of Tenant shall be made and performed (a) at Tenent's cost and expense and at such time and in such manner as Landlord may reasonably designate, (b) by contractors or mechanics approved by Landlord, which approval shall not be unreasonably withhold, delayed or conditioned, (c) at least equal in quality of materials and workmanship to the original work or installation, (d) in accordance with such reasonable requirements as Landlord may impose with respect to insurance to be obtained by Tenant in connection with the proposed work, (e) in accordance with the reasonable Rules for the Project adopted by Landlord and provided to Tenant prior to their adoption from time to time, (f) in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Leased Premises, (g) so as not to interfere with the use and enjoyment of the Building by Landlord, other tenants of the Building or any other persons, and (h) in compliance with such other requirements as Landlord may reasonably impose (including without limitation a requirement that Tenant furnish Landlord with as-built drawings upon completion of the work). Tenant shall enter into written contracts with all contractors performing work at the Leased Premises, which contract shall be provided to Landlord for its approval prior to any work being performed. The written contract must contain lenguage naming the Lendlord, Schenectady Microples: Development Authority, and Galesi Miningement Corporation as additional insureds on the contractor's policy. Tenant acknowledges that Landlord has informed Tengnt, that in the event that Tengut fails to abide by the foregoing provisions, the provisions as stated in Section 4.04 above, or the provisions under Section 13.02 (C) Lendlord may be forced to proceed against Tenant and Tenant's insurance carrier when, otherwise, it might not.

Section 9.63. Landlord's Fallure to Make Repairs.

Landlord shall promptly after receipt of written notice from Tenant in form and detail satisfactory to Landlord in the exercise of Landlord's commercially reasonable discretion, perform all maintenance and make all repairs, restorations or replacements, which by the provisions hereof are the responsibility of the Landlord and diligently prosecute same until completed. The failure of the Landlord to so maintain or repair shall not constitute a default or breach of such ebligations abligations, nor shall the Landlord be responsible for such maintenance or repairs unless the Tenant shall have notified the Landlord and Landlord's mortgages, in writing, and the Landlord shall have failed to comply with said covenant within a reasonable time thereafter. Landlord shall not be considered in default so long as Landlord, promptly after receipt of notice from Tenant, commences to cure the breach in a diligent and provided that such cure shall not exceed sixty (60) days unless the planties otherwise agree. In the event that Landlord shall fall to do or complete any such maintenance or repairs in the time periods permitted above, the Tenant may do and complete the same and Landlord shall reimburse Tenant for all reasonable costs and expenses incurred by Tenant to cure such default,

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plus interest at a fluorisating rate per annum at all times equal to the prime rate of interest (or any comparable successor rate) in effect from time to time as atmounced by Bank of America, N.A., (or any successor thereto), plus three percent (3%) interest).

Section 9.04. Emergency Repairs.

If by reason of an emergency, repairs, restoration or replacements become mescassary and by the provisions hereof are the responsibility of Landlord, Tenant may make such repairs, restoration or replacements which, in the reasonable opinion of Tenant, are necessary for the preservation of the vital Building systems of the Leased Fremises, or of the saisty or health of the occupants in the Project, or of Tenant's Owned Property, as defined in Section 13.03, or are required by the Leave; provided, however, that Tenant shall first make a reasonable effort to inform Landlord bettue making them. If Landlord is to breach of its obligations subsequent to a reasonable period of the Landlord receiver notice from Tenant of such consequency, Landlord shall reimburse period of the II reasonable costs and expenses incurred by Tenant to make such emergency repairs, regionation, or seplecements.

ARTICLE 10 ARTICLE 10 PER AND OTHER CASUALTY INSURANCES

Section 16.01. Damage or Destruction.

(A) The Tenant must give the Landlord prompt written notice of fire, accident, damage or known dangerous or deflective condition. If any portion of the Project (to include any improvements to the Lessed Promises, whether Landlord's Property, as defined in Sections 10.02(A), or Tenant's Owned Property as defined in Section 13.03, but excluding "Tenant's Personal Property", is damaged by fire, earthquake, fluod or other casualty, or by any other cause of any kind or nature (the "Damaged Property") and the Damaged Property can, in the reasonable opinion of an architect/engineer, be repaired within two hundred seventy (270) days from the date of such casualty, Landlord shall proceed immediately after receipt of such insurance proceeds to make such repairs as required by Section 10.01(C). This Lease shall not terminate, but Tenant shall be cartified to a pro rate shalteness of Amusal Base Rent psyable during the period commencing on the date of the damage and ending on the date the Damaged Property is repaired as afterested and the Lease of the damage and ending on the date the Damaged certificate of occupancy (temporary or permanent).

When required by this Article, the architect/engineer's opinion shall be delivered to Tenant within thirty (30) days from the date of damage. The evoluteet's opinion shall be made in good faith after a flortugh investigation of the facts required to make an informed judgment. The architect/engineer shall consider and include as part of his/her evaluation, the time necessary to engage contractors to obtain the required approvals of the mortgages and insurer, to order and obtain materials, and

Property cannot be repaired within two If, (1) in the resexuable opinion of the erobitect/engineer, demage to the Damaged at he repaired within two hundred severity (270) days from the date of examility or

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- (ii) the term will expire within one (1) year from the date of the damage and Tenant fails to extend the term in accordance with any right granted in Section 2.02 within ninety (90) days from the date of the damage, Tenant may terminate this Lesse as follows: (a) for the resson stated in subparagraph (i), by notice to Landlord within twenty (20) days from the date on which the architect's opinion is delivered to Tenant; or for the reason stated in subparagraph (ii), by notice to Landlord within one hundred (100) days from the date of the damage. Upon propaid Annual Base Rent shall be refunded to Tenant. termination, Amenal Base Rent and shall be apportioned as of the date of the termination and all
- (C) Notwithstanding anything contained in this Section 10.01 to the contrary, there shall be no obligation on the part of Landbord to repair the Damaged Property it; in the reasonable opinion of the Architect, the damage to the Damaged Property cannot be repaired within two hundred aswardy (270) days of the date of such essualty or the damage occurred during the last twelve (12) months for the term of this Lesse and the damage to the Lessed Premises is to the extent that the damage is twenty percent (20%) of the full insurable value of the Lessed Premises immediately prior to the causalty unless Tenant, within thirty (30) days after the damage, exercise its option to renew pursuant to Section 2.02 hereof thus creating a remainder of the term in excess of twelve (12) months.
- due diligence, repair the Damaged Property, including Tenant's Owned Property, except for Tenant's Personal Property, and Landlord's Property, as a complete architectural unit of substantially the same usefulness, design and construction oxisting immediately prior to the damage. Tenant shall be entitled to a pro rata abstement of Annual Bese Rent in the manner and to the extent provided in Section 10.01(A). 9 If neither party exercises its option to terminate hereunder, Landford shall, with
- (E) If by operation of this Article Landlord undertakes but falls to complete repairs of the Damaged Property including Tenant's Owned Property, except for Tenant's Personal Property, as required by the provisions of this Article and deliver the Leased Premises to Tenant within three hundred (300) days from the date of the ossualty, for any reason other than Excussible Delay or a material and adverse delay caused by Tenant, Tenant may upon not less ensumbering the Project who shall have given Tanant an address to which notices can be sent, termbase this Lesse effective as of the last day of the next succeeding calendar mentic provided, however, that if Landlord completes such repairs of the Danagod Property prior to the effective date of cancellation, Tenant's election to cancel shall be deemed waived. If Tenant elects to then thirty (30) days prior written notice to Lendlord and the holder of any mortgage Rent shell be apportioned as of the date of the termination and all propaid Annual Base Rent shall be refunded to Teneral. sominate, this Lesse and the Teom shall end on the data specified in the notice and Annual Base
- (F) The word "repeir" shall include rebuilding, replacing and restoring the Damaged Property. Nothing in this Sociden 10.01 shall require Landlord to (i) restore, repair, or replace any lessehold improvements, inventory, furniture, chattels, contents or Tenent's Personal Promises in the condition and state that existed before my such damage or destruction. Property located on, in, under, above, or which serve the Fremises, or (ii) rebaild the Lassed
- archthect/engineer designated by Landlord, subject to Tenant's approval which shall not be If the Lessod Promises are destroyed or damaged, a repossible licensed

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unreasonably withheld) shall determine the extent of the destruction or demage and will provide
Landlerd and Tenant with certificates attesting to the condition of the Lessed Premises. The
certificate of the architect shall bind the parties as to:

- 8 Whether or not the Leased Pramises are rendered untenantable and the extent of such untenantability;
- 3 completed, and the date when the Lessed Premises are rendered tenentable; The date upon which the Landlard's work of reconstruction or repair or Tensut's work of reconstruction or repair is completed, or substantially
- 3 The steen of completion of any work of either the Lendlord or the Tenant under Section (A) hereof.

Section 10.82 Ins

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- (A) Throughout the foitial Torm and any renewal term, Landlord shall for the benefit of itself, its montgages end, to the extent applicable, Tenant shall obtain (the following insurance from responsible, solvent insurance companies authorized to do business in the State of New York;
- 3 All Risk Property Insurance coverage (including Fixed and Earthquaics, if necessary) covering the Building in an amount or amounts not less than the full replacement cost of the Building;
- 3 Base Rest for a period of one year; All risk insurance covering loss of rentals in an amount not less than Annual
- Insurance covering the boiler, if my, and Landlord's machinery, including the air-conditioning system, all on a broad form besis;
- 3 Comprehensive general Hability insurance with a combined single limit of hability of at least \$2,000,000; and

Such other insurance coverages and in such amounts as Landlord's

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- 3 Employer's liability insumance with a minimum limit of \$500,000 for bodily mortgagee may require.
- 3 Worker's Compensation and Disability insurance in statutory limits, which shall include waiver of rights to recover from others endorsement #WC00313 to the benefit of the Certificate Holder; and

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- (viii) Such other insurance coverage as is customerily carried in respect of comparable buildings, including plate glass window coverage.
- (B) Tenant shall carry Commercial General Liability Insurance Accord Form 25 with respect to the Project written on an occurrence form for the duration of this Lease which will include all requested coverages and languages in this Article. Such insurance shall be from a responsible and solvent insurance company authorized to do business in the State of New York having a Best rating of AIX and shall cover the Premises and the Tenant's contractual obligations, excluding the obligation to pay Rent, and only to the extent that such obligations are covered by a general liability insurance policy as stipulated in this Lease. The Commercial General Liability policy shall reflect the interests of the Landlord, its managing agent, Galesi Management Corporation, and any municipal financing agency if applicable. Masson Also Holdings, LLC, the City of Schemostady Industrial Development Agency; Schemostady Metroples Development Authority, and any other applicable municipal Anding agency as additional insureds.

Such insurance shall be provided in amounts not less than the following with deductibles reasonably acceptable to Landlord:

Coverner		Limits
	Statutory Disability Insurance General Liability	(Per Statute) \$1 million each occurrence/ \$2 million general aggregate
0.00	Auto liability (owned and non- ned)	\$1 million each occurrence \$1,000,000 limit for hired and non-owned
*	Property Insurance	\$1,000 deductible, Pull replacement cost for Pensonal Property including Improvements and Heitzments. Business Income Coverage will be on an Actual Loss Sustained form up to a \$1,500,000 Maximum Limit
tp.	Umbrella/Excess	\$3,000,000

All insurance shall be primary over other maintained by certificate holder. All certificates must include Hold Harmless and Waiver of Subrogation to Benefit Certificate Holder language.

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Prior to the Term Commencement Date, Tenant shall have its insurance company or broker(s) provide a Certificate of Insurance to the Landiord evidencing coverages in compliance with the above requirements. The Certificate of Insurance shall provide thirty (30) days advance written notice to the Landiord in the event of the cancellation, change suction non-renewal of the coverages certified. The Certificate of insurance shall be renewed and filed with the Landiord to Landlard upon twenty (20) days written notice. mousily for the duration of this Lesse. A copy of the Cartificate of Insurance shall be provided

- (C) Landlard and Tenant each hereby release the other, its officers, directors, members, employees and agents, from liability or responsibility to the other or enyone olaining through or under them by way of subrogation or otherwise for any loss or durings to properly to the extent covered by valid and collectable insurance with standard extended coverage endursement even if such loss or damage shall have been caused by the finit or negligence of the other party, or snyone for whom such party may be responsible. However, this release shall apply only to loss or damage;
- actually recovered from an insurance company or would have been recovered if the respective party had maintained the insurance required under this Section; and
- (ii) coording the time for which the releasor's fire or extended coverage insurance policies shall corrisin a cleuse or endomerement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlard and Tenant each agree that all risk coverage insurance policies carried by each of them respectively and covering the demised parenties or their contents will include the clause or endorsement referred to above as long as the same he obtainable without extra cost or, if extra cost shall be charged therefore, so long as the other party pays such extra cost. If any extra cost shall be charged therefore, so long as the other party pays such extra cost. If any extra cost shall be charged the other of the entount of the extra cost. Heath party shall look solely to the proceeds of its respective easinsly insurance company (and to its own funds to the extent it is self-insured) to compensate it for any such loss, demage or destruction, except for any negligent or willful act or omission not covered by insurance and stiributable to Tenant, Lendlord, or any of their respective agents, invitees, licensees, contractors or employees.

ARTICLE 11 INDEMNIFICATION

Section 11.01. Indemnifration.

Subject to the provisions of Section 10.02(C), Landlerd and Tenant each agree, to the fullest extent permitted by applicable law, to indemnify and save the other humbers from any and all claims for bodily injury (including death) or property damage made against one party

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Date: February 17-April 5, 2023
Insertio if (1) arising from my brasch or default by the other party hereto (including its agents, invitees, employees or contractors) in the performance of any covenent or agreement on its part to be performed pursuant to the provisions of this Lease, or (2) occurring within the Project limits and arising from the misconduct or negligence of the other party (including its agents, servants, employees, invitees, or cockretors in the scope of their employment or agency). This indemnity shall include all court costs, attorneys' fees, expenses and liabilities incurred by the indemnified party against which the claim is made. If any action or proceeding is brought against either Landlord or Tenant by reason of any such claim, the indemnifying party agrees to defind the action or proceeding at its expense upon notice from the party to be indemnified.

CONDEMINATION ARTICLE 12

Section 12.01. Tetting Leave Ends

If et any time during the Team of this-Lesse the whole of the Building or substantial part of the Lessed Premises (more than twenty percent (20%) of the usable square focings of the Lesse Premises) shall be taken for any public or quasi-public use, under any statute or by right of eminent densary, this Lesse shall terminate on the date of such vesting of title or transfer of possession, whichever occurs earlier, except as provided in Section 12.03, and the Annual Base Rent shall be apportioned and paid, or refunded, as the case may be, to such date.

Section 12.02. Taking Lease Comtinues.

Expense Base Year shall be reduced by the same proportion from and after title has vested or to such taking and, in addition, the Operating Expenses and Real Ratate Taxes for the Operating If twenty percent (20%) or less than all of the Bulking shall be taken this Lesso shall remain unaffected, except that Tenant shall be entitled to a pro rate abstement of Annual Base Rent based upon the portion of, or nature of, the space taken and upon the proportion which the area of the Lessed Premises immediately prior denial of possession, whichever is later.

Section 12.03. Temporary Taking

If the use and occupancy of the whole or any part of the Building is temperally taken for a public or quasi-public use for a period less than the balance of the Terra and during the duration of such taking, the business operations of the Tenant are interrupted for a period in excess of irm (10) consecutive Business Days, Tenant shall be entitled to a pro rata abstract of Armuel Base Rest and Additional Rest, equivally adjusted retroactively to the first (1st.) day of such interruption as to the untersentable portion of the Lessed Premises until such temperary icing has coased

Soction 12.04. Landford's Award

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award or awards in any condemnation proceeding without deduction therefrom for any estate rested in Tenant and Tenant shall receive no part of such award or awards from Landford or in the proceedings except as otherwise expressly provided in this Article. Subject to the foregoing, Tenant hereby satigns to Landford any, and all, of Tenant's right, title, and interest in or to such award or awards or any part thereof. Except as provided in Section 12.05, Landlard shall be entitled to receive the entire

Section 12.05. Tenant's Award.

allowed by the Laws, to appear, claim, prove and receive in the condemnation proceeding (1) the value of Tenant's Personal Property that are damaged, destroyed or taken berounder; (2) the cost of relocation; and (3) special sweate or allowences paid to tenants when their rents! space is taken by entiment domain, provided none of the above shall affect or impelt Landlord's award. If there is a taking hereunder, Tenant shall be entitled to receive out of the award or, if

Section 12.66. Restaration by Landbord.

If there is a taking hereunder and this Lease is continued, Landlord shall, at its expense, proveed with reasonable diligence to repair, replace and restore the Project to include the Building, the Leased Premises including all Tenant improvements which revert to Landlord on expiration of the Term and the Landlord's Property as a complete architectural unit of substantially the same proportionate mechanics, design and construction, excluding my of Tensurt's Owned Property as possible existing immediately prior to the date of taking.

Soother 12.07. Definitions

Taking by condemnation or eminent domain bereunder shall include the exercise of any similar governmental power and say sale, transfer or other disposition of the Building in lieu or under threat of condemnation. The word "Building", as used in this Article only, shall mean the sed Premises and Common Building Facilities.

ARTICLE, 13 ALTERATIONS AND IMPROVEMENTS

Section 13.01, Tenant's Changes No Approval.

Tenant may place and replace its trade fixtures, tools, machinery, furniture, equipment and other taughble personal property ("Tenant's Fernantel Property) in the Lessed Premises as it may desire at its own expense without Landlord's consent. Tenant shall not after, improve, replace or the Lessed Premises, except in accordance with Section 13 02.

Section 13.02. Transmir Changes Landford's Approval

Ten Thousand Dollars (\$10,000) in the aggregate in any calendar year, Tenant shall not make Except as to non-structural cosmetic or decorative alterations, costing less than

Fremises, installed by Tenent or such other maintenance or repair caused directly or indirectly by the acts or ornissions of Tenent and its agents, employees, licensess or invitees, shall be the sole responsibility of Tenent, and Landlord shall have no obligation or expense in connection my such alteration, installation, change, replacement, addition or improvement, Maintenance and repair of equipment, such as special lights, fixtures, kitchen fixtures, heating, ventilation or air conditioning equipment, bethvoom fixtures and any other type of equipment together with related plumbing or electrical survices, or Tenant's rugs, carpeting and drapes within the Leaced Date: February 17, April 5, 2023
sity attentions, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the Leased Premises or any part thereof without the prior written consent of Landford, which consent shall not be unreasonably withhold or delayed. It shall be descried ressonable for the Landlord to withhold its consent if Landlord's lender withholds its consent to

- (B) If Tenant desires to make alterations, improvements, replacements or other changes, Tenant shall make a request for Landlord's approval by submitting to Landlord a list of proposed contractions and plans and specifications for the work to be performed. In making, or causing to be made, any alteration, addition or improvement, Tenant shall comply with all applicable laws, regulations, ordinances and orders and shall, at the sole cost and expense of Tenant, procure all requisite governmental approvals, authorizations and permits. All alterations, additions and improvements made or caused to be made by Tenant shall be in a good and workengalike memer,
- of Landlord, and new be used or disposed of (including, without limitation, sale or trash disposal) in any memor that Landlard docums appropriate, without any ileability to Tenant or termination of this Lease (and not directed to be removed by Landford pursuant to the equipment ("Tought's Personal Property") and, provided further, that Landlord may direct the removal of fixtures, alterations, additions or improvements made by Tenant by giving written notice to Tenant before, or within thirty (30) days after, the expiration or termination of this Lease, and Tenant shall promptly complete such removal and repair in a good and workmanlike manner my damage caused by the removal. All alterations, additions, improvements, finalizer, fixtures, equipment and other property remaining within the Leased Premises after the expiration (C) All alterations, additions or improvements (including any improvements, salditions, and alterations installed as part of the Landlord's Work in Section 4.01 in or to the Landed Franciscs shall become the property of Landlord on the expiration or termination of this Lesse; provided, however, that Tenent may remove moveable trade fixtures, familiatings and eforementioned written notice) shall be deemed abandoned by Tenant and become the property
- million dollars (\$1,000,000) per occurrence. hability insurance for the mutual benefit of Landford and Teoret in an amount not less than one esurance covering all persons in commercion with the work, and comprehensive general, public Terant shall maintain or cause to be maintained adequate worker's compensation

competention, commercial general liability and property demage intertace in amounts, forms, and with insurance compenies acceptable to Landlard, naming the Landlard, Schenestady Metroplex Development Authority and any other municipal funding agency (if applicable), and therefor and cause Tenant's contractor(s) to furnish to Landlord certificates of worker Befire any work commences, Tenent must obtain all necessary Beenses and permits

Date: February 17, April 5, 2023

such insurance coverage emovints, the managing agent as additional insureds. Notwithstanding the foregoing, Landlard deems adequate insurance during the fuitial Term to include a commercial general liability policy with 1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Prior to the start of any Extended Term, Landlord and Tenant shall agree to a commercially reasonable adjustment of

- (B) Except for costs that Landlord agrees in writing to pay, Tenant shall pay for all costs of altorations, additions or improvements in or to the Leaved Premises and, on Landlord's request, Tenant shall deliver proof of such payment to Landlord. Tenant shall not permit any mechanic's lien or other similar lien to be filed against the Project or against Landlord's interest in the same by reason of any work, labor, services or materials supplied for any alteration or improvement or other work performed by or on behalf of Tenant. If any such lien shall at any time be filed against the Project, Tenant shall writin thirty (30) days after written notice from Landlord, cause such lien to be discharged of record, by payment, deposit, bond or court order. If Tenant fails to discharge such lien writin such thirty (30) days period, then, in addition to (and not in lieu of) any other right or remedy of Landlord, upon at least ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge such lien by Denant for any payment. It is bond or event, Landlord shall be extitled to be reimbursed by Tenant for any payment. the contemporaneously with the payment of the next succeeding installment of Armstel Baco-Rent. At the request of Landlord from time to time, Tenent shall deliver to Landlord written waivers of Ren by any suchitest, contractor, material men, laborer and any other person supplying materials or labor in connection with the improvement, addition or afteredien whereby such person waves any lien upon or against the Project and the interest of the Landlord therein. of the bond premium and costs and expenses (including, without limitation, legal fies and disbursements) together with interest thereon at a fluctuating rate per armon equal to the prime rate of interest (or any comparable successor rate) in effect from time to time as announced by Bank of America (or any successor thereto) plus six percent (6%), computed as to each item from the date of payment by Landford. All such sums shall be deemed to be Additional Rent and
- Tenent become immediately necessary to evoid possible injury or demage to persons or property, Lendlord may, but shall not be obligated to, make repairs to Tenent equipment at Tenent's expense. Within thirty (30) days after Landlord renders a bill for the cost of said repairs, Tenent shall reimburse Landlord for the reasonable cost thereof. Whenever reasonably possible under the circumstances, however, I and/ord attall give Tenant notice prior to making such repairs. 3 Notwithstanding the provisions hereof, in the event repairs required to be made by

Section 13.63. Teasure's Owned Property.

Except as elsewhere provided in the Lesse, all of Tenant's Personal Property and all non-structural alterations, improvements, replacements and charges made prior to or during the term, paid in full by Tenant, shall be owned by and maintained, and remain the property of Tenant.

Section 13.04. Romoval of Tenant's Owned Property.

and perform any such removal in a good and workmentite manner any damage caused by the removal. At the expiration or termination of this Lease, the Tenant shall remove all the Tenant's Tement may remove all or my of Tenent's Owned Property at any time during the Term

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Owned Property and, at Landlerd's option, shall cause the Lessed Premises to be returned to a clean, enclosed, each and sightly condition, including, without limitation, having all exhaust hoods removed, and repairing all penetrations to the enterior of the Lessed Premises. If after default to payment of Rent or violation of any other provision of this Lesse, or upon the expiration of this Lesse, the Tenant moves out or is dispossessed and fails to remove my trade fixtures or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abundoned by the said Tunant and shall become the property of the

Soction 13.05 Toward Access.

as required by Tenant, all without charge to Tenant provided, however, that Tenant shall be responsible to properly reimburse Landlord, as Additional Rent, for any expense incurred by Landlord due to demage to any Building systems caused by Tenant. Subject to any other applicable provisions of this Lease, Landford hereby agrees to afford Tenant reasonable access to all common core areas, to include by way of example and not in limitation, that shaffs, electrical closets, mechanical rooms, columns, embasures and the like throughout the Building to permit the Tenant the ability to run cable, when, pape or other devices

ARTICLE 14 LANDLORD'S ACCESS

Section 14,01, Landberd's Access.

- repairs or replacements as required by this Lesse or as may be necessary, provided, however, that Landford shall use all reseousble efforts not to disturb Tenant's use and occupancy of the (A) Landlord shall, upon reasonable notice to Tenant (except in an emergency), have the right to (i) at all reasonable times during Tenant's business hours to inspect the Leased Franciscs and to show the same to prospective mortgagess and purchasers; (ii) during the last eighteen (18) months of the term, to show to prospective tenants; and (iii) at all times to make Leaged Premises.
- designated representative except in case of emergencies. and Landlord shall have not right of access thereto without being accompanied by Tenant's Tenant muy designate one or more areas in the Leased Premises as secure areas,
- the Lassed Premises as a result thereof, the Tenant should be entitled to an abatement of Rent Tensor's use of the Leased Framises. If in exercising its rights under this article, Landlord interferes with Tensor's ability to operate in the Leased Framises and Tensor coases to operate in and other charges until Tenant can once again operate in the Leased Frantisca. The queroise of Landlord's rights under this Article should not adversely affect

Section 14.02. Toward's Compliance with Laws.

Date: February 17 April 5, 2023

Tenant shall comply with all statutes, rules, ordinances, orders, codes and regulations, and local requirements and standards issued thereunder (collectively referred to in this Lease as the "Laws") which are applicable to Tenant's specific manner of use or use of the Leased Premises as distinguished from requirements generally applicable to the Lessed Premises. Nothing herein shall be deemed to impose any obligation upon Tenant for any elements of the structure or Building service systems, or for any restoration, alterations, leasnhold improvements as part of Landlord's Work, replacements or repairs required to be made by Landlord pursuant to the provisions of this Lease.

ARTICLE 15 SURBENDER OF POSSESSION

Section 15.01. Surrender of Possession.

Subject to Article 13 above, at the expiration or earlier termination of the Term, Tenant will peaceably yield up the Lessed Pramises to Landlord in its original condition, ordinary wear and tear excepted.

ARTICLE 16 Intentionally Deleted

ARTICLE 17 SUBORDINATION AND NON-DISTURBANCE

Section 17.01. Subordination and Non-Disturbance.

This Lease shall be subordinate and subject to all ground and underlying leases, if any, and to any mortgages thereon and to any mortgages covering the fee of the Project, and to all renewals, consolidations, amendments, modifications or replacements thereof, provided, however, that with respect to any mortgage, no later than the Term Commencement Date and, with respect to any future mortgage, on or before the effective date thereof, Landlord shall obtain from its mortgages a written agreement with Tenant substantially in the form attached bereto and marked Exhibit D which provides that if the mortgages or any successor in interest shall succeed to the rights of the Landlord under this Lease, whether through possession, surrender, assignment, subletting, judicial or fornolosure action, or delivery of a deed or otherwise, Tenant shall attorn to and recognize each successor-landlord as Tenant's landlord and the successorlandlord will accept such attornment and recognize Tenent's rights of possession and use of the Leased Premises in accordance with the provisions of this Lease. This clause shall be selfoperative, and no further instrument of attornment or recognition shall be required. Provided the

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applicable mortgages delivers to the Tenant a non-disturbance agreement in the form described above, that upon a forcelosure or deed in lieu thereof (or termination of any such ground lease, if any), this Lease shall be subject and subordinate to the provisions, operations and effect of said lies.

ARTICLE 18 MECHANIC'S LIENS

Section 18.01, Machanic's Liens,

During the term of this Lease, Tenant shall discharge by payment, bond or otherwise those mechanic's liens filed against the Project for work, labor services or materials claimed to have been performed at or furnished to the Leased Premises for or on behalf of Tenant except when the mechanic's liens are filed by a contractor, subcontractor, material man or laborer of Landlord, in which event Landlord shall discharge the liens by payment, bond or otherwise.

ARTICLE 19 COVENANTS

Section 19.81. Affirmative Covenants,

(A) Tenant covenants and agrees that:

(i) Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Project any Hazardous Materials except for normal, regionable quantities of customary restaurant, office, Leased Premises needs, and cleaning supplies and products provided some are used, stored and disposed or in compliance with all applicable federal, state and local laws, regulations or ordinances. As used in this Lease, "Hazardous Materials" shall mean suy toxic or hazardous substance, material or waste or any other contaminant or pollutant which is or becomes regulated by any fideral, state or local law, ordinance, rule or regulation and shall include asbestos and petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensations and Liability Act, as amended, 42 U.S.C. '9601 et.seq. and the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S C. '6901 et seq. Any Hazardous Materials shall be used, kept, stored and disposed of in accordance with all applicable federal, state end local reporting and disclosure requirements with respect to Hazardous Mistorials applicable in its business operations on the Leased Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any, and all Hazardous Materials, waste and comminants (whether, or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Leased Premises.

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(if) Should any governmental authority or any third party rightfully demand that a cleamap plan be prepared and that a cleamap be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lesse, at or from the Lessed Premises and which crises from Tenant's use or occupancy of the Lessed Premises (other than such occurrences caused by Landlord, its employees, licensees or invitees), then Tenant shall, at Tenant's own expense, prepare and submit any legally required plans and all related bonds and other fluoroial assurances; and Tenant shall carry out all such legally required cleanar plans.

(iii)Tensut shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Materials that is requested by Landlord, provided that, if such information, use or generation of Hazardous Materials is a trade secret or confidential business information, Landlord shall be willing to cuter into a confidentiality agreement in form, substance and detail reasonably acceptable to Landlord. If Tenant fails to fulfill any duty imposed under this Article 19 within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Leased Premises and Tenant's use thereof and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any applicable law shall constitute a waiver of any of Tenant's obligations under this Article 19.

- (B) Anything in this Lease to the contrary notwithstanding, Tenant will indemnify, defend and hold Landlord, Landlord's lender, the managing agent of the Project and their respective constituent members, employees and agents harmless from and against any and all linkilities, claims, demages, penalties, expenditures, losses, demands, defenses, judgments, suits, actions, proceedings, or charges, including, but not limited to, all reasonable costs of legal and expert fees and disbursements and of investigations, monitoring, legal representations, remedial response, removal, restoration or permit acquisitions, which may be required, undertaken, offixed, paid, awarded or otherwise incurred as a result of any contamination by Hazardous Materials existing on, in or under the Project arising from the acts or omissions of the Tenant or any of its employees, agents, licensees or invitees or any independent third party's activities at the Project during the Lease Term.
- (C) The obligations and liabilities under this Article 19 shall survive the expiration or termination of this Lease.

Section 19.02. Negative Covenants.

CSTREES Codes CST Completely S. 22 LEAST LEASE SCICL TACHE Age SCILLARS FAILURE

- (A) The Teams or its agents, employees, linensee or invitees or other third parties shall neither encumber nor obstruct the sidewalk in front of entrance to, or halls and stairs of the Common Building Facilities or any other part of the Project.
- (B) The Tenant will not, nor will the Tenant permit undertenants or other persons, to do snything in said Leased Premises, or bring mything into said Leased Premises, or permit anything to be brought into said Leased Premises or to be least therein, which will in any way increase the rate of fire, liability, or other applicable insurance on said Project, nor use the Leased Premises or any part thereof nor suffer or permit their use for any business or purpose

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which would cause an increase in the rate of fire insurance on the Project, or conflict with the which would cause an increase in the rate of fire insurance on the Project, or any part thereof or with fire leves or regulations, or with any insurance policy upon the Project, or any part thereof or with any statues, rules or regulations enacted or established by the appropriate governmental authority. Tenant agrees to pay on demand any increase in fire insurance scieing from its failure to observe the terms and provisions of this paragraph.

breach hereto the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the Initial Term. Tenant will not use or permit the Leased Premises to be used for any purposes that, in Landlord's option, which materially imperis the reputation or character of the Building. Tenant shall refrain from and discombine such use (C) Tenant will not use or permit the Legacd Promises or any part thereof to be used for any disorderly, disreputable, unlawful or extra husardous purposes and will not manufacture any such commodity therein, under penalty of demages and forfatture, and in the event of a immediately upon receipt of written notice from Landlord

ARTICLE 20 DEFAULT

Soction 28.01. Defined by Timeset.

(A) If Tenent shall default in the payment of Annual Base Rent and such default shall continue for five (5) days after written notice (provided, however, if Landlord shall be required to give such notice two (2) times in any one Lease Year or four (4) times during the entire Therm, of this Lease, then, thereafter, if I ment shall so definit in the payment of Annual Base Rent (or Additional Rent) for ten (10) days after same shall be due) or if writtent the consent of the Leased Premises, provided, however, that I mant may vacate all or any portion of the Leased Premises provided that I cannot continues to pay all Annual Base Rent with Additional Rent due becruater on the entire Leased Premises or if at any time I cannot shall fall to have in effect any within ten (10) days of receiving written notice form Landlord or if default be made in the performance of any of the coveration and agreements in this Lease contained on the part of the I cannot that to be hopt and performed for thirty (30) days after written notice (with an additional stat) (60) days if I count has commenced to cure and is diligently pursuing cure) or if the Denant shall thal to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the federal state and local sovernments of ordinances, rules, orders, regulations and requirements of petition in benkruptcy or arrangement, or Tenson be adjudicated a benkrupt or make an assignment for the benefit of creditors or take adventage of any insolvency act and such proceeding is not stayed or dismossed within sixty (60) days thereafter, the Landlord may (a) ours the federal, state and local governments or of any and all their departments and bursens, applicable to said Leased Framises, or if the Tenant shall file or there be filed against Tenant a Lease and the Term hereof, on groing to Tenant thurty (30) days' notice in writing of the Landbard's intention so to do, and this Lease and the Term beyonf shall expite and counc to an such definit, and any reaconable costs and expenses incarred by Landford therefore shall be decreed Additional Rent, and (b) if the Landford so elects, at any time thereafter, terminate this

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end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof, or (c) by force, summary proceedings or otherwise enter the Leased Premises and repossess the same as the former estate of Landlord and expel Tenant and those claiming under Tenant without being deemed guilty of any manner of trespass or liable to prosecution thereof and without prejudice to any other remedies which Landlord may have for arrears of Annual Base Rent or Additional Rent then due and owing.

- In the event that the relation of the Landlord and Tenant may come or terminate by reason of the re-cutry of the Landlord under the terms and covenants contained in this Lease or by the ejectment of the Tenant by force, subject to the terms of Section 20.01 above, summary proceedings or otherwise, or after the abandonment of the Leased Premises by the Tenant, it is hereby served that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants havein contained, the difference between the rent and/or additional rent reserved and the rest and/or additional rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the Rent and/or the additional rent herein reserved and the rent and/or the additional rent collected, if any, shall become one and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained. The Landlord may seek monetary damages in any eviction action or summary proceeding or commence a separate action for special proceeding against Tenant and any other responsible party, to recover monetary damages accruing by reason of any such default, together with interest, plus all reasonable attenueys' fees, disbursements, court costs and other reasonable superacs incurred in connection therewith. Monetary demages shall include, without limitation, Annual Base Rest and all Additional Rests due at the time proceedings are commenced, rest shortages accruing after such default in connection with any re-letting attempts by Landlord, plus all costs associated with any re-letting of the Leased Premises. Nothing herein shall waive Landlord's duty to mitigate its damages.
- (C) Except as otherwise specifically provided in this Lease, if either party is required to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of the other party hereunder, then the defaulting party shall promptly reimburse the non-defaulting party for such expenses incurred, together with inscreat accrued thereon at a fluctuating rate per annum at all times equal to the prime rate of interest (or any comparable successor rate) in effect from time to time as sonounced by Bank of America (or any successor thereto) plus three percent (3%) from the date of such default until payment in full.
- (D) Tensot hereby waives all right of redemption to which Teaunt or any person under Tenant might be entitled by any law now or hereafter in force.

ARTICLE 21 HOLDOVER

Section 21.01, Holdover.

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covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this Article. In the event the Tenant defaults or remains in possession of the Leased Premises or any part thereof after the expiration of the tenancy-et-will created hereby then the Tenant's occupancy shall be deemed a tenancy-et-sufficience and not a tenancy-et-will. of the Lease, a sum equal to one-inputed and fifty percent (150%) of the aggregate of that portion of the Annual Base Rent and Additional Rest that was payable under this Lease during the last mouth of the Term. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Leased Premises after the expiration or earlier termination of the Lease. The parties recognize that the damage to Landford resulting from any failure by Tenant to timely surrender possession of the Leased Francises will be substantial, will exceed the amount of the monthly installments of the Amoual Base Rent payable hereunder, and will be impossible to measure accurably. Tenant therefore agrees that if possession of the Leased Francises is not surrendered to Landford upon the expiration or teniles termination of the Lease, in addition to any other rights or temodies Landford may have best heatured or at Law, Tenant shall pay to and in no event from month-to-month or year-to-year and it shall be subject to all terms, not with the consent or sequiescence of Landberd, shall be deemed to be that of a tausney-et-will Tenant's occupancy subsequent to the expiration or earlier termination of this Lesse, whether or Lendlord, as liquidated damages, for each month and for each portion of any month during which Tenent holds ower in the Loused Promises after the Expiration Date or earlier termination

ARTICLE 22 NOTICES

Section 22.01. Notices,

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served personally, (b) sent by registered or certified mail (return receipt requested) and deposited in a United States general or branch post office, or (c) sent by a private express mail carrier with a bill of lading and evidence of receipt. Any notice, request or demand by Touant to Landlord Any notice, request or demand under this Lesse shall be in writing and shall be considered properly delivered upon receipt when addressed as hereinafter provided, and (a) shall be addressed to Landlord at:

220 Harborside Drive, Suite 300 c/o Galesi Management Corporation Attn: David Ahl, Executive Vice President ALBANY VENTURES, INC. nectady, New York 12305

With a copy to:

Attn: Thomas Owens, Sunfor Vice President and General Counsel
220 Harboraide Drive, Suite 300 ALBANY VENTURBS, INC. Schenectedy, New York 12305

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until otherwise directed in writing by Landlord and, if requested in writing by Landlord, simultaneously served on or sent to Landlord's first mortgages at the address specified in such request. Any notice, request or demand by Landlord to Tensor shall be addressed to Tensor at:

COUNTY OF SCHENECTADYNAME

Attn: Rory Fluman, County Manager-Name, Title

602 State Street Street Address

Schenectady, New York 12305City, ST ripcode

With a copy to:

NAME COUNTY OF SCHENECTADY
Attn: Christopher H. Gardner, County Attorney
602 State Street
Schenectady, New York 12305
Attn: Name,
Address

City, ST-nipoode

until otherwise directed in writing by Tenant. Rejection or other refusal to accept a notice, request or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request or demand sent.

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ARTICLE 23 ASSIGNMENT AND SUBLETTING

Section 23.01. Assignment or Sublease.

- (A) Except as otherwise provided in this Article 23 to the convery, Tenant, its successors thereof and assigns shall not assign this Lease, or underlet or under-lease the Leased Premises, or any part subject the Leased Premises or any part thereof or transfer possession or occupancy thereof (by operation of law or in any other manner) to any person, firm or corporation, or transfer or assign this Lease, without the prior written consent of Landlord, which consent Landlord agrees not to unreasonably withhold, or delay.
- (B) Written consent shall not be required in the event the assignment or sublesse is to any subsidiaries or affiliates of Tenant or assignment of stock or substantially all of their assets. As used herein, the team "affiliate" of a party shall mean any corporation or other business entity controlled by or controlling under common control with such party.
- (C) Any subletting or assignment consented to by Landlord shall be evidenced in writing, with exception of (B) above, in a form reasonably acceptable to Landlord. Consent by Landlord to any assignment or subletting by Tenant shall not operate as a waiver of the necessity for obtaining Landlord's consent in writing to any subsequent assignment or subletting; nor shall

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such assignment, or the collection or acceptance of rent from any such assignee, sublement or occupant constitute a waiver or release of Tenant from any coverant or obligation contained in this Lease. In the event that Tenant defaults under this Lease in the Psyment of Annual Base Rent or Additional Rent Tenant hereby assigns to Landlord the Annual Base Rent due from any Landlord subtrained of Tengal and hemby authorizes each such subtraint to pay said rest directly to

(D) One hundred (180%) percent of the rent scorning to Tenant as the result of any sublease or assignment which is in excess (the "Excess Rent") of the pro rate share of rent then being paid by Tenant for the portion of the Leased Premises being sublet, shall be retained by Tenant. For the purposes of the foregoing, Excess Rent shall be deemed to include, but shall not be limited to, the difference between the amount of all rent and other consideration of whatever nature payable by such sub-leases in excess of the rent payable by Tenant under this Lease and the sum of all costs reasonably incurred by Tenant to sublet or assign the Leased Premises (i.e.: brolograge fees, sittorneys' fees, etc.).

Section 29.02. Limbility of Teams.

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If Tengat assigns or sublets heremain, Tenant shall notify Landlord thereof and Tenant shall remain responsible for the faithful performance and observance of all of the covenants and obligations on Tenant's part to be performed in this Lease, Landlord agrees that if Tenant assigns this Lease and the assignee defaults and fails to cure such default within the applicable grace period provided in Article 20, Tenant shall have the right to recover possession of the Leased Lessed Premises or assignment of this Lesse by Tenent, with or without Lendiord's consent, Tournt shall remain liable to Lendiord for payment of the Annual Base Rant and Additional Rent stignished berein and all other covenants and conditions contained herein. Frenzises once Landiord shall have terminated the assignce's right to possession or this Lause by curing the assignce's default within a reasonable time. In the event of any subletting of the

ARTICLE 24 LIMIT ON LANDLORD'S LIABILITY

Section 24.01. Limitation of Landburd's Limbility.

Notwitistanding anything to the contrary provided in this Lesse, it is specifically agreed that Tenant agrees that it shall look solely to the estate and property of the Landlard in the Project, and subject to the prior rights of any mortgages of the Project (and not to the members of the Landlard or the constituent members of the Landlard, except to the extent that Landlard's liability is payable by insurance) for the collection of any judgment (or other judicial process) requiring the payment of money by Landlard in the event of any default or breach by Landlard with respect to any of the terms, covenents said conditions of this Lesse to be observed and/or performed by Landlard and no other assets of Landlard shall be subject to levy, execution or other procedures for the actishection of Tenant's remodeles.

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ARTICLE 25 LANDLORD ASSIGNMENT

Section 25.01. Landbord Assignment

be released from all liability for the performence or observence of any agreements or conditions on the part of Landlord to be performed or observed provided that from and after said transfer, the transferce shall supress and be liable for the performence and observance of said agreements and conditions. In addition, the words "Landlord" and "Tenant" as used in this Lesse shall mean Landlord shall have the right to assign its interest in this Lease upon written notice to Itenant. If the Landlord continues to own the Project and transfers only the leasehold interest, it will not be released from the application of Article 24. The word "Landlord" as used herein, means only the owner for the time being of Landlord's interest in this Lease and, in the event of any transfer of Landlord's interest in this Lease to be liable, and shall cause to be liable, and shall of them, every person or party named as Landlord and/or. Tenant in this Lease, Any notice given as provided in the Lease shall blod all such parties and it shall have the same force as if given to all

ARTICLE 26 QUIET ENJOYMENT

Section 26.01. Quiet Enjoyment,

Provided Tenent performs the coverants and obligations in this Lease on Tenant's part to be performed in accordance with the terms of this Lease, Lendlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and possession of the Leased Premises, the Common Building Rectifies for the Term of this Lease, vithout hindrance, cleim or moisstation by Landlast or any other Person.

Section 27.01. Waters

may sacrept such others or payment without prejudies to Lendord's right to recover the balance of such sums due hereunder or pursue my other remody in this Lease provided. The instrument the terms, conditions and covenants herein, shall not be deemed a wriver of any rights or remedies that the Landlord or Tenant may have, and shall not be deemed a weiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The receipt by Landlord of Ammul Base Rent, Additional Rent or other sums due becomder with knowledge endomented or shatement on any check or any letter accompanying any check or payment as Annual Base Reut or Additional Rent shall be deemed an accord and wrisfaction, and Landlord of the breach of any sovenant of this Loase shall not be deemed a waiver of such breach. No acceptance by Landlord of a lasser amount than the amount then due hereunder, nor any The failure of either the Landlord or Tenant to insist upon a strict performance of any of

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may not be changed, modified, supplemented, discharged or terminated orally, but only by a document in writing signed by both Landlord and Tenant.

ARTICLE 28 Intentionally Deleted

ARTICLE 29 Intentionally Deleted

Section 29.02. Conflict.

If there is a conflict between or ambiguity created by the provisions of this Leese and rules and regulations published pursuant to this Article, the provisions of this Leese shall control and be binding on the parties hereto.

ARTICLE 30 ESTOPPEL CERTIFICATES

Section 38.01. Taxant's Estoppel Certificate.

Tenent agrees, at any time, and from time to time, upon not less than twenty (20) Business Days' prior notice from Lendlord, to execute, acknowledge and deliver to Lendlord or a Person designated by Landlord, a statement in writing in the firm attached and marked Exhibit E: (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (b) whether or not the term has commenced and if it has commenced, stating the dates to which the Annual Base Rent and Additional Rent have been paid by Tenant, and (c) stating, to the best of Tenant's knowledge, whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if Tenant has knowledge of such a default, specifying each such default and such other information as may be reasonably requested.

ARTICLE 31 EXAMINATION OF LEASE

THE SUBMISSION OF THIS DOCUMENT FOR EXAMINATION, NEGOTIATION AND SIGNATURE DOES NOT CONSTITUTE AN OFFER TO LEASE, OR A

DRAFT FOR DISCUSSION PURPOSES ONLY Date February 17-April 5, 2023 RESERVATION OF, OR AN OPTION FOR THE LEASED PREMISES UNTIL FULLY EXECUTED.

ARTICLE 32 VALIDITY OF LEASE

THIS DOCUMENT SHALL NOT BE A VALID AGREEMENT WHICH IS BINDING ON EITHER PARTY HERETO UNTIL AT LEAST ONE (1) COUNTERPART, EXECUTED BY DULY AUTHORIZED REFRESENTATIVES OF LANDLORD AND TENANT, HAS BREN DELIVERED BY EACH PARTY TO THE OTHER.

ARTICLE 33 BROKER

Tenant warrants and represents that it has not dealt with any real estate broker or ascent in connection with this Lease or its negotiations. Tenant shall indemnify and hold Leadlord harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenent.

ARTICLE 34 GOVERNING LAW AND JURISDICTION

This Lease shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws, and each party agrees to submit to the jurisdiction and venue of the applicable courts therein. All disputes and conflicts will be decided by a court of competent jurisdiction in Schenectady County (to the extent a court of competent jurisdiction exists in said County), in the State of New York, and with respect thereto, the parties do unconditionally waive any and all rights to trial by jury.

ARTICLE 35 EXCUSABLE DELAY

Whenever a party is required by the provisions of this Lease to perform an obligation and such party is prevented from doing so by reason of an Excusable Delay, as defined in this Article 35, such party shall be temporarily relieved of its obligation to perform, provided it promptly notifies the other party of the specific delay and exercises due diligence to remove or overcome it. The words "Excusable Delay" shall mean any delay due to strikes, lockouts or other labor or

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industrial disturbance; civil disturbance; fixture order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, asbotage, blockage or embargo; failure or inability to secure materials or their reasonable substitutes, supplies or their reasonable substitutes, or labor through ordinary sources by reason of shortages or priority or similar regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hundeane, ternado, flood, washout or explosion, or act or omission of one party herete which prevents the party claiming delay from complying, or which materially and adversely interferes with the claiming party's shility to comply with an obligation under this Lesse on its part to be performed. Any time limits required to be met by either party hereunder whether specifically made subject to Excusable Delay or not, except those related to the payment of Annual Base Rest or Additional Rent and the provision of required insurance, shall, unless specifically stated to the contrary elsewhere in this Louis, be amornatically extended by the number of days by which any performance called for is delayed due to Excussible Delay.

ARTICLE 36 RECORDATION OF LEASE

This Lease shall not be recorded by either Landlord or Tenent. However, either party may request that a memorandum of this Lease or a memorandum setting forth the esverages covenents be recorded in a form reasonably acceptable to both. As a condition to the recording of such memorandum of this Lease, a discharge of memorandum of this Lease shall be concurrently executed by the parties and delivered to Landlord's counsel to be held in escrow pending the expiration or earlier termination of this Lease. The requesting party shall pay all costs of recording.

ARTICLE 37 SECURITY AGREEMENT

Section 37.01. Security Agreement.

Tenant is to pay contemporaneously with the signing of this Lease the amount of one mouth's Monthly Base Rent, as accurity for the full and faithful performance and observance by Tenant of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Tenant definite in the full and prompt payment or performance of any of Tenant's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent and/or Additional Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's definits. If Lundlord shall so use, apply or retain the whole or any part of the Security Deposit, Tenent shall replanish the Security Deposit on demand. If Tenent shall fully and faithfully comply with all of Tenant's obligations under this Lease Agreement, the Security Deposit or any halance thereof shall be returned to Tenant upon the termination of the Lease which shall not be

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used as last month's Rent. If Landlord assigns its interest in the Lease pursuant to Article 25, Landlord shall have the right to transfer the Security Deposit to the vendee and Landlord shall thereupon be released by Tenant from all Hability for the return of such Security Deposit.

ARTICLE 38 MISCELLANEOUS

Section 38.01. Partial Invalidity.

If any covenant, condition or provision of this Lease, or the application thereof to any Person or circumstance, shall be held to be invalid, or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision to any other Person or any other circumstance (other than those as to which it shall be invalid or uncuforceable) shall not be thereby effected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the Laws.

Section 38,62. Intentionally Deloted.

Section 38.03. Grammatical Usage.

In constraing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form, and vice verse, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

Section 38.04. Terms Inclusive.

Subject to the provisions of Section 25.01 hereof the terms "Landlord" and "Tenant" shall include the parties named in this Lesse, their legal successors in interest, and all permitted subtenants or assigns.

Section 38.05. Captions.

Captions are inserted in the Lease only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or in any way affect thus Lease.

Section 38.06. Further Action.

The parties shall execute and deliver all documents, provide all information and take or forbear all such action as may be necessary or appropriate to achieve the purpose of this Lesse.

Section 38.07. Exclusive Agraement.

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This Lesse constitutes the emire agreement between the parties pertaining to the subject matter thereof and superscens all prior agreements and understanding pertaining thereto. No covenant, representation or condition not expressed in this Lesse shall affect, or be deemed to interpret, change or restrict the express provisions hereof.

Specifican 356.686. Trial by Jury.

or damage related to any of the same. the parties against the other on any matters whatpoover arising out of, or in any way comested with, this Lease, the Tenent's use or occupancy of the Leased Premises, and any claim of injury hereby does, waive trial by jury in any section, proceeding or counterciain brought by either of It is mutually agreed between the Landbort and the Tenant that each of them shall, and

Section 38.69. Amendment or Termination.

Except an otherwise provided herein, this Lesse may be modified or amended only with the prior written approval of both parties, and it may not be discharged or terminated except in

Section 38.10. Authorizations and Representations

Each party hereby severally represents that it has been duly authorized to exceute, deliver and perform this Lease through its mambers, officers or agents signing on its behalf.

Section 38.11. Rules of Interpretation.

agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lesse; a reference to the Laws includes any amendment or supplement to such Laws; a reference to a Person includes its permitted successors and assigns; accounting principles provisions have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis; the words "such as," "include," "meludey" and "notuding" are not limiting; except as specifically agreed upon in this Lesse, any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the term of this Lesse and in calculating any time pariod, the first day shall be excluded and the last day shall be included and all days are calender days unless otherwise specified. otherwise expressly provided in this Lesse and its Exhibits and other attachments, the singular hereof shall be deemed both a covenant and a condition running with the Building; except as inclinded the pitural and the pitural includes the singular, "or" is not exclusive; a reference to an This Lease shall be strictly construed against neither Landlord nor Tenant; each provision

Section 38.12. No Excinsive Response.

No remedy or election given by any provision in this Lesse shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative in addition to all other

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remedies at law or in equity which either party may have arising out of an event of default of the other party.

Section 38.13. Project Contractors and Suppliers.

Except as otherwise specifically set forth in this Lease, Lendlord hereby covenants and represents that Tenant may deal with any person or entity for services (including food and vending services), supplies, materials, labor, equipment, transportation, tools, machinery and any other similar or dissimilar services or items in connection with the use and occupation of the Leased Premises and any work performed therein.

Section 38.14. Consent.

It is specifically understood and agreed that wherever in this Lesse Landlord's constant or approval is required, the same will not be arbitrarily withheld, delayed or conditioned.

Section 38.15. Twenty-four (24) Hour Access.

Tenant shall be entitled to twenty-four (24) hour, seven (7) day a week access to the Leased Premises. Tenant shall obtain said access to the Building by means of a swipe card entry system or other similar means to be provided by Landlard to afford access to the Building.

Section 38.16. Advertising and Solicitation.

Canvassing, soliciting and peddling in the Building are prohibited and the Tenant shall cooperate to prevent the same.

Section 38.17. Acceptance of Sums due Herennder.

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant on account of this Lesse in any amount whatsoever and apply the same at Landlord's option to any obligation of Tenant under this Lesse and the same shall not constitute payment of any amount owned except that to which Landlord has applied the same, no endorsement or statement or any or any check or letter of Tenant shall be deemed accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudios to Landlord's right to recover all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

Section 38.18, Intentionally Deleted.

Section 38.19. Counterparts/Document Imaging.

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree

Date: Followery 17-April 5, 2023

that eignatures transmitted by facetimile or someoned and consiled or other electronic mathed shall have the logal effect of original signatures. At the request of either party, the parties shall promptly exchange exceuted original counterparts of this Lease. The parties shall be entitled, in their sole discretion, to image or make copies of any final, fully exceuted documents, including but not limited to the Lease and any related Exhibits or smeedments, and the parties may destroy or archive the paper originals.

Socian 38.28. No Countraction Against the Propurar of the Lone.

This Lease has been prepared by Landbord and its professional advisors and reviewed by Tenant and its professional advisors. Landbord, Tenant, and their separate advisors believe that this Lease is the product of all of their efforts, that it supresses their agreement, and that it should not be interpreted in favor of either Landbord or Tenant or against officer Landbord or Tenant merely because of their offerts in propering it.

Section 38.21. Laure Year.

(12) full calendar months that in and to the extent the Term Commencement Date occurs on a date other than the first day of a calendar month, the first Lease Year shall include that portion of the month from the Term Commencement Date through the end of such calendar month plus the next rucecoding twelve Term Commercement Dute and each twelve (12) full calendar month period thereafter except The term "Lease Year" shall mean the twelve (12) month period commencing on the

Section 38.22. Intentionally Deleted,

Section 38.23. Landbord's Munsping Agent.

liability to Tenant in connection with the performance of Landlord's obligations under this Lease and Tanant waives any and all claims against any such party arising out of, or in any way connected with this Lease, provided however Landlord hereby indemnifies and defends and holds Tenant harmless from the negligence or misconduct of Galesi Management Corporation. the receipt and delivery of any and all notices and consents in accordance with Article 22. Tenant aball direct all correspondence and requests to, and shall be entitled to roly upon, correspondence received from Calesi Management Corporation, as agent for the Landlord in accordance with Article 22. Tenant acknowledges that Galesi Management Corporation is acting solely as agent for Landlord in connection with the fungacing, and neither Galesi Management Corporation nor the provisions of Article 22 hereof, Galesi Management Corporation is authorized to act as Landlord's agent in connection with the performance of this Lease, including, without limitation, my of its direct or indirect partners, officers, shareholders, directors or employees shall have my Unless Landlerd shall render written notice to Tenant to the contrary in accordance with DRAFT FOR DISCUSSION PURPOSES ONLY
Date: February 17, April 5, 2023
SIGNATURE PAGE FOLLOWS

Date	: February 17, April 5, 2023
IN V	VITNESS WHEREOF, the undersigned have executed this Lease as of the date first above EL
ALB	Any ventures, inc.
By:_	
Nam	e: David M. Buicko President and Chief Executive Officer BO
COL	INTY OF SCHONECTADY TENANT COMPANY NAME
By:_	
Name	=

COMMISSION OF THE PROPERTY OF

Date: February 17-April 5, 2023

EXHIBIT A LANDLORD'S WORK

Walls: Construct new gypsum partition walls for additional offices per Exhibit B; new walls to meet existing ACT system, doors for new offices to match existing.

HVAC: Install new equipment and/or modify existing systems including ductwork and controls to accommodate additional offices.

Electric: Install new electrical outlets, lighting controls, and fire devices to accommodate new offices.

Flooring: Replace existing carpet with carpet tiles throughout; tenent will make color and style selection from samples provided; strip and wax existing VCT flooring in bathrooms and breakroom, replace as needed.

Paint: Paint entire space with two coats high-quality eggshell finish paint, color to be selected by tenant.

Bathroom: Construct an ADA compliant, single fixture unless restroom scross from the Janitor's closet intended to be used for customers.

DRAFT FOR DISCUSSION PURPOSES ONLY Date: Pelevary-17, April 5, 2023

EXHIBIT B LEASED PREMISES

DRAFT FOR DISCUSSION PURPOSES ONLY Date: February 17, April 5, 2023

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EXHIBIT C SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of this day of . 20 between ALBANY VENTURES, INC. a limited liability company, having an office at 220 Harboroide Drive. Suite 300, Schoncotady, New York 12305 (hereinafter called "Landlord"), and THE COUNTY OF SCHENECTADY (hereinafter called "Tenant").

"WITNESSETH"

WHEREAS. Tenant is now in possession of the Leased Premises under the Lease; and

WHEREAS, under the terms of the Lesse. Lendlard and Tenent agreed to execute, acknowledge and deliver to each other an agreement setting forth the Term Commencement Date (as defined in the Lesse), the date of expression of the initial term of the Lesse and the commencement dates of any extension periods.

NOW, THEREFORE, Landlord and Tenant suree as follows:

- 3. The date of the expiration of the initial term of the Lease shall be
- 4. The commencement date of the first extension period shall begin automatically after the initial Term.
- This Agreement shall bind and inure to the benefit of and be enforceable by the
 parties bereto and their respective heirs, personal representatives, successors, and
 assigns.
- 6. This Agreement contains the entire agreement between the parties and cannot be changed modified, waved, or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

Permethed: Indent: Left: 075°, Numbered + Level: 1 + Numbering Style: 1, 2, 3, _ + Start et: 1 + Algement: Left + Algentiat: 0.63° + Endort et: 0.80° DRAFT FOR DISCUSSION PURPOSES ONLY Date: Pobrumy 17, April 5, 2023

EXHIBIT D

After Recording, Return to:
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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION. NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made as of the day of 2011, by and between CHRMUNG CANAL TRUST COMPANY, having an office at One Chemung Canal Pisza, Elmira, New York 14902 ("Mortgagee") and COUNTY OF SCHENECTADY, having an office at 409 State Street, Schenectady, New York ("Tenant").

WITNESSETH:

WHEREAS, Mortgages is the holder of a mortgage ("Mortgage") covering a percel of land commonly known as 409 State Street and owned by ALBANY VENTURES, INC. ("Landlord"), and the improvements expected thereon (said percel of land and improvements thereon being hereinafter referred to as the "Property" and being more particularly described on Exhibit A attached hereto and made a part hereof); and

WHEREAS, by a certain Lease Agreement heretofore entered into between Landlord and
Tenant deted . Landlord leased a portion of the building on the
Property (the "Premises") to Tenant; and

WHEREAS, copies of the Lease Agreement and any amendments (collectively, the "Lease") have been delivered to Mortgagee, the receipt of which is hereby acknowledged; and

WHEREAS, the Lease provides that the Lease is subject and subordinate to any mortgage ancombering the fee interest of Landlord in and to the Property and that Tenant shall execute a subordination non-disturbance and attornment agreement in form and substance reasonably satisfactory to the mortgages providing that as long as Tenant is not in default under the Lease. Tenant's possession of the Promises shall not be affected by foreclosure or other default proceedings under such mortgage; and

Date: February 17-April 5, 2023

WHEREAS, the parties bereto desire to confirm the subordination of the Lesse to the Mortgage and to provide for the non-disturbance of Tenant by Mortgages.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

- Mortspace hereby consents to and approves the Lease and the term thereof. including the options to extend the term as set forth in the Lease, and covenants and agrees that the exercise by Tenant of any of the rishts, remedies and options therein contained shall not constitute a default under the Murteage.
- Tenant covenants and serves with Mortosoce that the Leave bereby is made and shall continue hereafter to be subject and subordinate to the lien of the Mortzage, and to all modifications and extensions thereof (and such subordination shall not lessen or diminish Tensor's rights under the Lease), subject, however, to the provisions of this Agreement,
- Mortgagee agrees that so long as the Lease shall be in full force and effect, and so long as Tenant shall not be in default under the Lease beyond any applicable notice and grace period:
- (a) Tenant shall not be named or joined as a party or otherwise in any suit. action or proceeding for the foreclosure of the Morteuse or to enforce any rights under the Mortgage or the bond or note or other obligation accured thereby:
- The possession by Tenant of the Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding brought upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement. of any rights under the Mortgage, or by any judicial sale or resoution or other sale of the Premises. or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby; and
- All condemnation awards and insurance proceeds paid or pavable with respect to the Premises shall be applied and paid in the manner set forth in the Mostagae,
- If Mortgages or any future holder of the Mortgage shall become the owner of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the Premises shall be sold as a result of any action or proceeding to foreclose the Morteage, or transfer of ownership by doed given in lieu of foreclosure, the Lesse shall continue in full force and offset, without necessity for executing any new lesse, as a direct lesse between Tenant and the then owner of the Promises, as "landlord", upon all of the same terms, covenants and provisions contained in the Lease, and in such event:
- Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Extension Terms

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Date: February 17-April 5, 2023

(as defined in the Lesse), if Tenant closts or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lesse; and

- (b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Extension Terms, if Tenant elects or has elected to exercise its options to extend the term) which such new owner hereby sures to assume and perform and Tenant shall, from and after the date such new owner succeeds to the interest of "landlord" under the Lease, have me same remedies against such new owner for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord if such new owner had not succeeded to the interest of "landlord"; provided, however, that such new owner shall ant be:
 - (i) liable for any act or omission of any prior lendlord (including Landlord) unless such act or omission continues from and after the date upon which the new owner succeeds to the interest of such prior landlord;
 - (ii) subject to any defenses which Tenant may have against any prior landlord (including Landlord) unless resulting from any default or breach of a continuing nature by such prior landlord which continues from and after the date upon which the new owner succeeds to the interest of such prior landlord:
 - (iii) subject to any offsets which Tenant may have against any prior landlord, except to the extent such offsets are expressly provided under the Lesse and Mortgagee has received notice thereof and the opportunity to cure within the applicable time periods set forth in the Lesse:
 - (iv) bound by any fixed rent which Tenant might have paid for more than one month in advance of its due date under the Lease to any prior landlord (including Landlord); or
 - (v) bound by any amendment or modification of the Lease made without its consent.
- (c) Tenent's obligations bersunder shall be effective only so long as Mortgague is bound to Mortgague's obligations bersunder.
- Tenant will notify Mortgages of any default by Landlord under the Lease which would entitle Tenant to terminate the Lease or abate the rent payable thereunder and agrees that notwithstanding any provision of the Lease, no notice of termination thereof nor any abatement shall be affective unless Mortgages has received the aforesaid notice and has failed to care the subject default within the same time period allowed Landlord under the Lease measured from Martgages's receipt of such notice of termination. It is understood that the abatement provisions of this Section relate to abatements by reason of Landlord's default and do not soply to provisions of the Lease whereby Tenant has the automatic right to abate reutals such as, for example, abatement upon casualty or condemnation.

Date: February 17 April 5, 2023

- 6. Notifier the Mortgage nor any other security instrument executed in connection therewith shall encumber or be construed as subjecting in any manner to the lieu thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Tonant or its authenants or licensees on the signamentioned property regardless of the manner or mode of strachment thereof.
- Any notices of communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid or by any recognized overnight courier with proof of delivery slip, (a) if to Mostesage, at the address of Mostesage as hereinabove set forth or at such other address as Mostesage may designate by notice in the manner herein set forth, or (b) if to Tepant at the address of Tenant as hereinabove set forth, or such other address as Tenant may designate by notice in the manner herein set forth. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addresse.
- 8. This Agreement shall bind and inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective auccessors, assigns, and subjessees.
- This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

Remainder of Page Intentionally Last Blank - Signature Page Follows]

IN WITNESS WHEREOF, the parties bereto have duly executed this Subordination.

Non-Disturbance and Attornment Agreement as of the day and year first above written.

MORTGACER CHEMUNG CANAL TRUST COMPANY By: Name: Title: TENANT COUNTY OF SCHENECTADY By: Name: Title: STATE OF NEW YORK COUNTY OF ALBANY , in the year 2023, before me, the undersigned, a On the day of Notary Public in and for said state, personally appeared . 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument. Notary Public STATE OF NEW YORK COUNTY OF SCHENECTADY On the in the year 2023, before me, the imdersigned, a day of Notary Public in and for said state, personally amounted . 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument,

Notary Public

Subgridination, Non-Disturbance and Attenment Agreement

DRAFT FOR DISCUSSION PURPOSES ONLY Deta: Followary 17, April 5, 2023

DRAFT FOR DISCUSSION PURPOSES ONLY Date: Pobrusry 17, April 5, 2023

EXHIBITE	Fermitting: Font: 11 pt					
ESTOPPEL AGREEMENT						
The understand beneby certifies to ("Lender") as follows:	- Formathed: Fort 11 pt					
A true and complete copy of the lease between ALBANY VENTIRES, INC. (the "Landlord") and the understaned with respect to properly located at 409 State Street. Schenectarly, New York (the "Lease") (including all riders and exhibits thereto) is attached to this Certificate, and there are no amendments, renewals, extensions, modifications, substitutions or supplements of the Lease other than as so attached:						
 The Lease is now in full force and effect, subject only to completion of the improvements contemplated by the Lease as required therein; 						
 Under the Lesse, upon completion of the improvements contemplated by the Lesse, the understand will be obligated to say rout at the following rates; 						
4. No rent has been paid for more than one month in advance, and the undersigned has no claim nealing Landford for any deposits or other sums;						
5. There are no abstements, offsets, defenses or counterclaims with respect to the payment of rest under the Lesse or in the performance of the other terms, coverages and conditions of the Lesse on the part of the undersigned to be performed:						
5. There exists no definit, nor state of finis which with notice, the passage of time, or both could then min a definit, on the nart of either the understand or Landlord under the Lease.						
7. The Lesse and any amendments, renewals, extensions, modifications, substitutions or supplements thereof and their terms, provisions and conditions are subordinate to any mortgage encumbering all or any position of the premises demand by the Lease and any amendments, renewals, extensions, modifications, substitutions or supplements thereof and their terms, provisions, and conditions.						
5. The undersigned agrees that it will not seek to terminate the Lease by remon of any set or omission of the Landlord until the undersigned shall have given written notice of such act or omission to the Landlor and until a reasonable period of time shall have slavage following the giving of such notice. during which period the Lender shall have the right but shall not be obligated to remody such act or omission.						
IN WITNESS WHEREOF, thus Certificate has been executed this day of						
COUNTY OF SCHENECTADY						
Bv:						
Name: Title:						
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LEGISLATIVE INITIATIVE FORM

Date:

4/7/2023

Reference:

Rules

Dual Reference:

Initiative:

R 25

Title of Proposed Resolution:

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

Purpose and General Idea:

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

Summary of Specific Provisions:

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

Effects Upon Present Law:

None.

Justification:

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

Sponsor: The Committee on Rules

Co-Sponsor: