



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: June 9, 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, June 13, 2023 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	37 A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW B-2023	The Committee on Rules	
R	38 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	The Committee on Rules	
R	39 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES	The Committee on Rules	
R	40 A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER A MULTI-YEAR LEASE AT THE SCHENECTADY COUNTY AIRPORT	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	41 A RESOLUTION TO ADOPT THE SCHENECTADY COUNTY CLIMATE ACTION PLAN FOR GOVERNMENT OPERATIONS	The Committee on Rules	
R	42 A RESOLUTION TO ADOPT THE SCHENECTADY COUNTY SHADE STRUCTURES POLICY	The Committee on Rules	
R	43 A RESOLUTION SUPPORTING THE PROPOSED INCREASE IN THE MEDICARE WAGE INDEX	The Committee on Rules	
R	44 A RESOLUTION TO ALLOCATE MONEY AND RESOURCES TO THE SCOTIA FOURTH OF JULY FIREWORKS	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023

Reference: Rules

Dual Reference:

Initiative: R 37

Title of Proposed Resolution:

A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW B-2023

Purpose and General Idea:

To call a public hearing on proposed Local Law B of 2023 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY "

Summary of Specific Provisions:

To call a public hearing on proposed Local Law B of 2023 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY "

Effects Upon Present Law:

None.

Justification:

To ensure opportunity for public input on the aforesaid proposed Local Law B of 2023.

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: June 2, 2023

Re: Call for a Public Hearing Regarding the Sale of the Duanesburg YMCA located at 221 Victoria Drive, Delanson, NY

At this time, I am requesting a public hearing in regard to changing local law for the sale of the Duanesburg YMCA located at 221 Victoria Drive, Delanson, NY.

Attached is a memorandum from Christopher Gardner, County Attorney, which provides details for this sale to Christopher and Lauren Davis for \$900,000. The County must first purchase the property from the Capital Region YMCA, which it was authorized to do at the July 2022 Legislative meeting. The County's intent will be to purchase this property and then transfer the property title to the Davises on a same-day purchase and sell transfer.

In addition to this sale, the County will also enter into Public Benefit Agreement with the Davises for a term of 10 years. Provisions of this agreement include, but are not limited to, providing gym memberships to Duanesburg youths with lower incomes, permitting the Boys and Girls Club of Schenectady free access to the swimming pool, and making the kitchen and dining areas available to the County at no cost for the purpose of hosting a senior meal site. With this agreement, this facility can once again reopen and serve the over two-thousand residents in Duanesburg.

I recommend your approval.

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY MANAGER
Inter-Department Correspondence Sheet**

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney *CHG*

cc: Anthony Jasenski, Sr. Chairman of the Legislature
Geoffrey T. Hall, Clerk of the Legislature
Frank S. Salamone, First Deputy County Attorney
M. Joe Landry, Counsel to the Legislature
Ray Gillen, Commissioner of Economic Development and Planning
Erin Roberts, Director of Public Communications
Shane Bargy, Deputy County Manager
MaryLou Riddle, Confidential Secretary to County Manager
James Niedermeier, Superintendent Duanesburg Central School District

Date: May 30, 2023

Re: Sale of Duanesburg YMCA from the County of Schenectady to Christopher Davis and Lauren Davis for \$900,000 with Community Benefits Provisions

I am pleased to announce that a contractual agreement has been reached by the County of Schenectady for the sale of the Duanesburg YMCA to Christopher and Lauren Davis for \$900,000.00.

At the outset, I want to thank County Legislature Chair Anthony Jasenski, County Manager Rory Fluman, Deputy County Manager Shane Bargy, Director of Economic Development and Planning Ray Gillen and First Deputy County Attorney Frank Salamone for their hard work in reaching this agreement.

The Duanesburg YMCA closed during the COVID pandemic and the Capital Region YMCA made a decision not to reopen this facility. This closure left a gaping hole in the community and civic life of Duanesburg as this facility served over Two Thousand (2,000) residents. This agreement establishes a public-private partnership which will fill the void left by the closure of this facility.

CHG/kah
Attachment

DESCRIPTION OF PROPERTY TO BE SOLD

The Duanesburg YMCA is a community recreational facility. It was built in 2009 by BBL and is a one-story building with 26,276 square feet and is located on 28.61 acres in the Village of Delanson.

The building contains:

1. 25-yard, 5 lane lap pool;
2. Large gymnasium with retractable seating for 350 people
3. Wellness Center;
4. Aerobics/spin room space;
5. Large community area with attached full commercial kitchen;
6. Outdoor basketball pickle ball courts and playground.

BACKGROUND

The County Legislature approved the purchase of this property in July, 2022 from the Capital District YMCA. Initially, the plan was to donate this property to the Duanesburg Central School District. Unfortunately, the Duanesburg Central School District was unable to accept this proposed donation due to concerns about continuing operational costs.

The County also had serious discussions with SUNY Schenectady about possibly operating this facility. However, in the end it was determined that the best option was to enter a public-private partnership with Christopher and Lauren Davis who currently operate a fitness facility in Schoharie County.

COMMUNITY BENEFITS PROVISIONS

The cornerstone of this agreement is a Community Benefits Provision which guarantees the following benefits for a period of ten (10) years:

1. Lease or license to the Duanesburg Central School District, reasonable access to the gymnasium and swimming pool for an amount not to exceed Twenty Thousand and 00/00 Dollar (\$20,000.00) each year.
2. Provide thirty (30) free gym memberships or the equivalent in program benefits each year to Duanesburg youth with lower incomes as recommended by the Duanesburg Central School District.
3. Permit both the County of Schenectady and the Schenectady County Boys and Girls Club free access to the swimming pool for the purpose of conducting lifeguard training up to four (4) times per year.

4. Make available to the County of Schenectady use of the kitchen and dining areas at no cost for the purpose of hosting a senior meal site.
5. Make the facility available as a back-up site to Schalmont Hight School for emergency purposes in conjunction with Schenectady County and the American Red Cross.

The terms of the Community Benefits Provision shall be set forth in a form suitable for recording in the Office of the Schenectady County Clerk as either a Subordinate Mortgage or a Deed restriction which will help guarantee that these benefits are provided.

In summary, the Schenectady County Legislature by approving this sale can guarantee access to this outstanding facility by the Duanesburg Central School District for swimming and gym usage. This agreement also provides access to all local residents to a top-notch health club, pool, and gym facility. Further, it will provide a site for senior meals, and community use in the event of an emergency.

CONCLUSION

One of the casualties of the COVID-19 pandemic was the permanent closure of the Duanesburg YMCA.

This agreement will reopen this facility as soon as September of this year if the Legislature approves this transaction.

This facility was utilized by Two Thousand (2,000) plus Schenectady County residents on an annual basis. This proposed sale will make this facility accessible to all once again and also guarantee significant Community Benefits for the next decade.

I recommend that this proposed sale be forwarded to the County Legislature for its consideration at its meetings on June 5th and June 13th.

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. **SELLER** – The Seller is The County of Schenectady, a municipal corporation, organized and existing under the laws of the State of New York, with an office for the transaction of business at 620 State Street, Schenectady, NY 12305.
- B. **PURCHASER** – The Purchasers are Christopher Davis and Lauren Davis, with an address of _____, or an entity organized and existing under the laws of the State of New York, of which Christopher Davis and/or Lauren Davis is/are a majority owner.

PROPERTY TO BE SOLD

The properties which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase land located in the Town of Duaneburg, County of Schenectady, State of New York, as follows:

9.12 acre parcel at 221 Victoria Drive particularly described as	66.61-1-1.312
3.30 acre parcel on Main Street particularly described as	66.00-1-15
16.19 acre parcel on Cole Rd particularly described as	66.61-1-5.1

The Parties expressly agree that the outdoor playground equipment and all gym equipment, set forth in the Schedule of Equipment attached hereto, shall be included in the sale.

PURCHASE PRICE

The total purchase price is composed of a monetary payment as well as the Community Benefits Provisions set forth in this Agreement. The monetary component of the purchase price shall be Nine Hundred Thousand (\$900,000.00) DOLLARS

The Purchaser shall pay the purchase price as follows:

- | | | |
|----|--------------|--|
| a. | \$ 1,000.00 | deposit due at signing (non-refundable except as set forth herein) |
| b. | \$899,000.00 | at closing |
| c. | \$900,000.00 | TOTAL PRICE |

ENVIRONMENTAL TEST

Purchaser may cause at its sole expense a Phase I Environmental examination of the Property to be made by a qualified expert. Should such examination show that additional action may be required to determine if the Property is free from environmental hazard or waste or indicate removal of an environmental hazard or waste from the Property is necessary, Purchaser may at its option cancel this Agreement by notice to Seller and in the event Purchaser so notifies, then this Agreement shall be deemed canceled, null and void. Should the Purchaser undertake additional testing following a Phase I Report showing further examination is necessary to determine if the property is free from environmental hazard or waste, such additional action on Purchaser's part shall not constitute a waiver

of its right to cancel pursuant to this Section. If Purchaser cancels this contract based on the results of a Phase I, Phase II or other environmental testing, copies of such results will be provided to Seller.

RIGHT OF INSPECTION AND ACCESS

Purchaser and Purchaser's engineers, environmental engineers, architects and other consultants and agents shall have the right to enter the Property and examine the Property and perform all necessary tests and inspections (including without limitation, soil borings and water samplings) and perform all other necessary due diligence for the purpose of satisfying itself as to all matters bearing on the physical and environmental condition of the Property and the use and operation of the Property by the Purchaser, providing Purchaser shall, at its own expense, return the Property to its condition as it existed prior to any such test or inspection.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants as follows:

- (a) The Property is being transferred to the Purchaser in as is condition, empty of all personal property, except for health club-gym equipment;
- (b) Seller has no actual knowledge of any material pending or threatened lawsuits or claims against any Seller affecting the Property;
- (c) The Seller owns legal and beneficial title to the Property free and clear of all liens and encumbrances except those which may be discharged at the closing of this transaction;
- (d) The Property and its present use and condition do not violate any applicable deed restrictions or covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations or urban redevelopment plans applicable to the Property, as modified by any duly issued variances;
- (e) No notices of violation of law or municipal ordinances or of federal, state, county or municipal or other governmental agency regulation, orders or requirements relating to the Property have been entered or received by the Seller, and the Seller has no reason to believe that any notice may or will be entered;
- (f) Except as set forth herein, there is no action or proceeding (zoning or otherwise) or governmental investigation pending, or, to the knowledge of the Seller, threatened against or relating to the Seller, the Property or the transaction contemplated by this Agreement, nor, to the knowledge of the Seller, is there any basis for such an action;
- (g) All roads bounding the Property are public roads and the deed is the only instrument necessary to convey to the Purchaser full access to and the right to the roads freely as well as all rights appurtenant to the Property in the roads;

- (h) There are no persons entitled to possession or use of the Property other than the Seller, whether by lease or other agreement, adverse possession, prescription or otherwise, except as expressly set forth on any addenda attached hereto and made a part hereof;
- (i) There is not, nor has there been, any dispute or claim made with respect to the property lines of the Property.

DEPOSIT

The deposit set forth above shall be non-refundable unless:

- a. The Seller cannot transfer good and marketable title;
- b. The Purchaser exercises any of its rights or contingencies in this Agreement;
- c. The transaction does not close due solely to the actions or omissions of the Seller; or
- d. The Purchaser is unable to obtain financing after making a good faith effort to do so.

SURVIVAL OF REPRESENTATIONS

All of the representations, warranties and agreements set forth here and elsewhere in this Agreement shall be true on the execution of this Agreement, but, except as expressly stated herein, shall not survive the delivery of the deed and other closing instruments.

SELLER'S DOCUMENTS

At or before the closing, in addition to documents otherwise required herein, Seller shall furnish the following documents to Purchaser:

- a) Such documents, undertakings or representations as Purchaser's title insurer, or Purchaser's attorney may reasonably require.

TITLE AND SURVEY

A fee title insurance policy, if desired or required, shall be obtained at the expense of Purchaser. The Seller shall provide any available survey, abstract of title or title insurance policy information, and Purchaser shall pay the cost of an abstract of title or updating such abstract of title. The Seller further acknowledges that it will obtain a fee title insurance policy when it purchases the property.

Purchaser shall have no obligation to purchase the Property unless, within 45 days following the full execution and delivery of this Agreement (the "Title Contingency Expiration Date"), the following contingencies have either been satisfied or waived by Purchaser in Purchaser's sole discretion:

- (a) Purchaser shall have obtained a title report evidencing the ability of Seller to convey good and marketable fee title to Purchaser at closing. Nothing contained herein shall permit Seller to refuse to pay off at the closing mortgages and other liens on the Property.
- (b) Purchaser shall have obtained a survey which does not show any state of facts that would render title unmarketable.

Purchaser shall order such title report and survey within five business days of the execution of the Agreement.

COMMUNITY BENEFITS PROVISIONS

As previously set forth above, in addition to the payment of Nine Hundred Thousand (\$900,000.00) Dollars, the Purchaser hereby agrees to provide the community benefits set forth in this Section as part of its purchase price. Notwithstanding any provision of this Agreement to the contrary, the Parties expressly agree that the provisions of this Section shall survive and bind the Parties beyond the Closing Date.

For a period of ten (10) years (the Community Benefit Period), the Purchaser shall provide Community Benefits as set forth herein. In year 1 the agreement is as follows:

1. Lease or license to the Duanesburg Central School District reasonable access to the gymnasium and swimming pool for an amount not to exceed Twenty Thousand Dollars (\$20,000.00) annually.
2. Provide thirty (30) free gym memberships or the equivalent in program benefits each year to Duanesburg youth with lower incomes, as recommended by the Duanesburg Central School District.
3. Permit both the County of Schenectady and the Schenectady County Boys and Girls Club free access to the swimming pool for the purpose of conducting lifeguard training up to four (4) times per year.
4. Make available to the County of Schenectady use of the kitchen and the dining area at no cost for the purpose of hosting a senior meal site.
5. Make the facility available as a back-up site to Schalmont High School for emergency purposes in conjunction with Schenectady County and the American Red Cross.
6. The terms of this Section shall be set forth in a form suitable for recording in the Office of the Schenectady County Clerk as either a subordinate mortgage or as a deed restriction, for the Ten Year Community Benefit Period.

In years 2 through 10, the Purchaser shall negotiate with the Duanesburg School District on a yearly basis the exact terms of the Community Benefits to provide a comparable value to the School District.

CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the Property subject to the covenants, conditions, restrictions of record and usual utility easements of record and zoning and environmental protection laws so long as the Property is not in violation thereof and any of the foregoing does not

prevent Purchaser's use of the property as contemplated herein; also subject any state of facts which an inspection may show, provided that nothing in this paragraph renders the title to the Property unmarketable.

TRANSFER OF TITLE

Transfer of title is to be completed within five (5) business days of Purchaser notifying Seller that it has satisfied or waived the title contingency at the offices of the Purchaser's attorney.

DEED

The Property shall be transferred from Seller to Purchaser by means of a Warranty Deed, furnished by the Seller. The deed and real property transfer gains tax affidavits will be properly prepared and signed so that it will be accepted for recording by the Schenectady County Clerk.

NEW YORK STATE TRANSFER TAX

The Parties acknowledge that the transaction is subject to the transfer tax, and, pursuant to New York State Real Property Tax Law, because the Seller is a governmental entity, the Purchaser is responsible for paying such tax.

TAX AND OTHER ADJUSTMENTS

Taxes and assessments shall be apportioned so that the Purchaser and Seller are assuming the expenses of the Property as of the date of transfer of title.

REAL ESTATE BROKER

The Parties acknowledge that no Real Estate Broker was instrumental in bringing about this Agreement.

NOTICES

All notices contemplated by this Agreement shall be in writing, delivered by certified or registered mail, return receipt requested, postmarked no later than the required date, or by personal service by such date to the addresses as first set forth in this Agreement.

ENTIRE AGREEMENT

This Agreement contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

MODIFICATION

No change or modification of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition be deemed a waiver of the term or condition in the future, unless the change or modification or waiver shall be in writing signed by all parties.

COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile, or emailed signature page, shall be binding on a party so confirming.

BINDING EFFECT

This Agreement shall inure for the benefit of and be binding upon the parties, their legal representatives, heirs, successors and assigns and shall survive the closing and transfer of title.

COUNTY LEGISLATIVE APPROVAL

This Agreement is subject to County Legislative approval.

[Signature Pages Follow]

SELLER

PURCHASER

COUNTY OF SCHENECTADY

Christopher Davis

By: _____
Rory Fluman
County Manager

Lauren Davis

Approved as to form and content
this __ day of _____, 2023.

Christopher H. Gardner
County Attorney

**STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:**

On the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared Rory Fluman, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

**STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:**

On the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared Christopher Davis, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

**STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:**

On the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, appeared Lauren Davis, individually, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York



PROPOSED LOCAL LAW B-23

COUNTY OF SCHENECTADY

Introduced by Legislator Jasenski and Legislator Vellano:

**A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL
PROPERTY OWNED BY THE COUNTY OF SCHENECTADY**

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

Section 1: Intent and Purpose.

It is declared to be the intent and purpose of this law to enable the County of Schenectady to have the general care and control of the corporate real and personal property of the County in order to benefit the inhabitants thereof in accordance with the New York State County Law.

Section 2: Notwithstanding the provisions of section two hundred fifteen of the County Law or any other provision of law to the contrary, this Legislature hereby determines that County real property in the Town of Duanesburg as hereinafter described is no longer necessary for use by the County and that all the right, title and interest of the County in such real property shall be conveyed to Christopher Davis and Lauren Davis without public advertisement or competitive bidding.

Section 3: The parcels of real property situate in the Town of Duanesburg and County of Schenectady, State of New York, subject to this Local Law are described as follows:

Parcel 1: S/B/L 66.61-1-1.312 (9.12 acres);

Parcel 2: S/B/L 66.00-1-15 (3.30 acres); and

Parcel 3: S/B/L 66.61-1-5.1 (16.19 acres)

Section 4: The Legislature shall, by duly adopted resolution or by contract or by instruments authorized by such resolution, convey, for the consideration of nine hundred thousand (\$900,000.00) dollars, the real property, or a portion thereof, hereinbefore described for use by Christopher Davis and Lauren Davis.

Section 5: This Local Law shall become effective forty-five (45) days after its final adoption, publication and filing, subject to permissive referendum in accordance with Section twenty-four of the Municipal Home Rule Law, unless within such forty-five (45) day period there be filed with the Clerk of the Legislature of the County of Schenectady a petition protesting against such Local Law, signed and authenticated as herein required by qualified electors of the County of Schenectady, registered to vote therein at least ten (10) per centum of the total number of votes cast for governor as the last gubernatorial election in the County of Schenectady.

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023
Reference: Rules
Dual Reference:
Initiative: R 38

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the District Attorney's Office.

Summary of Specific Provisions:

Authorization to eliminate the position of Confidential Investigator and create the position of Financial Crime Analyst/Investigator (CSEA Grade 14).

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the District Attorney's Office.

Establish and Increase Appropriation Code By:

A511165.111	Personnel Services – Financial Crime Analyst/Investigator	<u>\$63,597</u>
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Decrease Appropriation Code By:

A511165.111	Personnel Services – Confidential Investigator	<u>\$63,597</u>
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Justification:

Robert M. Carney, District Attorney, indicates, that the complexities associated with financial crimes necessitate a position that can analyze and interpret financial records, prepare the data, and present it in a legal setting. As well as this action will be budget neutral.

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 *R.F.*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Robert M. Carney, District Attorney
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: June 9, 2023

RE: Authorization to Eliminate and Create Positions at the District Attorney's Office

Attached is a memorandum from Robert M. Carney, District Attorney, requesting authorization to eliminate the position of Confidential Investigator and create the position of Financial Crime Analyst/Investigator (CSEA Grade 14). As Mr. Carney indicates, the complexities associated with financial crimes necessitate a position that can analyze and interpret financial records, prepare the data, and present it in a legal setting. This action is budget neutral.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

County of Schenectady
Office of the District Attorney
MEMORANDUM

TO: Rory Fluman, County Manager
Anthony Jasenski, Chair, County Legislature
Jaclyn Falotico, Commissioner of Finance

FROM: Robert M. Carney, District Attorney *PMC*

DATE: June 2, 2023

SUBJECT: Amendment of District Attorney Operating Budget to Change the
Position of Confidential Investigator to Financial Crime
Analyst/Investigator

Last month I asked you to create a new position for Bureau Chief Assistant District Attorney Financial Crimes Unit and a part-time Confidential Investigator for Financial Crimes so that we could continue to employ James McCrum on a part-time basis. You did so, leaving us with Investigator McCrum's full-time Confidential Investigator position vacant.

At this time we would like to take that vacant Confidential Investigator line and re-title it as a Financial Crime Analyst/Investigator.

We would like to take that same salary of \$63,597 and look to hire someone whose background is more in the analysis and interpretation of financial records, data, and evidence, as opposed to the police investigative side. Financial crimes are so complicated that it would be very helpful to us to hire someone who is trained in interpretation of FinCEN (financial crimes enforcement network), SARS (suspicious activity reports in banking), and CTR (click through rates). Specialized training in cell phone extraction, social media analysis and interpretation, cryptocurrencies, and the dark web would be extremely helpful. Someone who could interpret financial evidence, prepare it in the form of an exhibit and testify as to its probative value would be invaluable. An individual with those skills and experiences may more likely to be found in the crime analysis community rather than from the ranks of police officers.

This change will be subject to Civil Service approval and I am in the process of writing that job description in consultation with Joe McQueen. This budget amendment has no fiscal impact on the county as the salary remains unchanged.

Thank you for your consideration of this request.

dh

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 *JF*

DATE: June 7, 2023

SUBJECT: Budget Amendment – District Attorney’s Office
Creation and Elimination of Various Positions

The County of Schenectady’s Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the District Attorney’s Office.

Establish and Increase Appropriation Code By:

A511165.111	Personnel Services – Financial Crime Analyst/Investigator	<u>\$63,597</u>
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Decrease Appropriation Code By:

A511165.111	Personnel Services – Confidential Investigator	<u>\$63,597</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: June 7, 2023

Re: Creation and Elimination of Positions in the District Attorney's Office

The Schenectady County District Attorney has requested the elimination of the position Confidential Investigator and the creation of the position Financial Crime Analyst/Investigator.

I recommend the creation of the position Financial Crime Analyst/Investigator at a CSEA Grade 14.

All necessary action needed by the Schenectady County Civil Service Commission will be taken at their June 22, 2023 meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023
Reference: Rules
Dual Reference:
Initiative: R 39

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the Department of Social Services.

Summary of Specific Provisions:

Authorization to eliminate the position of Senior Data Entry Machine Operator and create the position of Principal Account Clerk (CSEA Grade 11).

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Social Services.

Establish and Increase Appropriation Code By:

A516010.111	Personnel Services – Principal Account Clerk	<u>\$26,281</u>
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Decrease Appropriation Code By:

A516010.111	Personnel Services – Senior Data Entry Machine Operator	<u>\$24,477</u>
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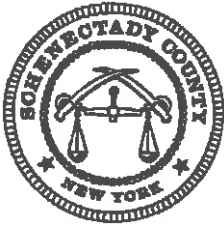
Justification:

Brandy Hillard-Bouldin, Director of Social Services, indicates, this new position would be responsible for supporting the financial operations of the department's accounting unit. As well as this action will be budget neutral.

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
Brandy Hillard-Bouldin, Director of Social Services
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: June 9, 2023

RE: Authorization to Eliminate and Create Positions at the Department of Social Services

Attached is a memorandum from Brandy Hillard-Bouldin, Director of Social Services, requesting authorization to eliminate the position of Senior Data Entry Machine Operator and create the position of Principal Account Clerk (CSEA Grade 11). This new position would be responsible for supporting the financial operations of the department's accounting unit. This action is budget neutral.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

SCHENECTADY COUNTY



DEPARTMENT OF SOCIAL SERVICES

797 Broadway, Suite 301
Schenectady, NY 12305
518-388-4400
518-388-4644 (FAX)

Brandy Hillard-Bouldin
Commissioner

MEMORANDUM

TO: Rory Fluman, County Manager
FROM: Brandy Hillard-Bouldin, DSS Commissioner
DATE: June 6, 2023
RE: Personnel Request

In consideration of the Department of Social Services' Accounting Unit and the direction in which the unit must develop toward to best support the mission of the Department of Social Services, a change of position is professionally considered a necessity. Consequently, I would respectfully request the creation of a Principal Account Clerk position in the Social Services Department. To maintain cost neutrality for the creation of this new position I would propose giving up the title of Senior Data Entry Machine Operator, which currently exists in the 2023 County Budget. I would request the funds remaining in the Senior Data Entry Machine Operator to be transferred to the newly created position of Principal Account Clerk. The incumbent would be responsible to support the financial operations of the Department of Social Services and provide additional expertise in the accounting unit for process development under the guidance of the Director of Financial Management.

The position of Senior Data Entry Machine Operator was budgeted at \$38,688; I am requesting to establish the annual salary for the Principal Account Clerk of \$46,511. I would propose that any deficiency which exists between the two titles could be made up through the vacancy rate contained within the personnel lines here at the Department of Social Services.

Thank you in advance for your consideration.

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 *JF*
DATE: June 7, 2023
SUBJECT: Budget Amendment – Department of Social Services
Creation and Elimination of Various Positions

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Social Services.

Establish and Increase Appropriation Code By:

A516010.111	Personnel Services – Principal Account Clerk	<u>\$26,281</u>
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Decrease Appropriation Code By:

A516010.111	Personnel Services – Senior Data Entry Machine Operator	<u>\$24,477</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: June 7, 2023

Re: Elimination and Creation of Positions in the Department of Social Services

The Schenectady County Department of Social Services has requested the elimination of the position Senior Data Entry Machine Operator and the creation of the position Principal Account Clerk.

I recommend the creation of the position Principal Account Clerk at a CSEA Grade 11.

No further action is needed to be taken by the Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023
Reference: Rules
Dual Reference:
Initiative: R 40

Title of Proposed Resolution:

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER A MULTI-YEAR LEASE AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides Authorization to Call for a Public Hearing Regarding Proposed Multi-Year Lease Agreement with the Empire State Areosciences Museum Concerning Land at the County Airport

Summary of Specific Provisions:

Authorization to call for a public hearing regarding a multi-year lease agreement with the Empire State Areosciences Museum concerning land usage at the County Airport. This agreement would have a period starting April 1, 2023, and ending March 31, 2043.

Effects Upon Present Law:

None.

Justification:

By releasing the General Aviation North Apron to the County, makes it eligible for FAA funding which can be used to reconstruct it to current standards. Specifically, this agreement would release approximately 24 acres of land, including the General Aviation North Apron, back to the County. This land was previously leased to the Empire State Areosciences Museum In addition, the remaining 14 acres could be used by the County Airport for future hanger or aviation-related developments.

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 *RF*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Sheldon, Director of Public Works
Peter Knutson, Director of the Bureau of Engineering

Date: June 9, 2023

Re: Authorization to Enter into a Multi-Year Lease Agreement with the Empire State
Aerosciences Museum Concerning Land at the County Airport

Attached is a memorandum from Paul Sheldon, County Attorney, requesting authorization to enter into a multi-year lease agreement with the Empire State Aerosciences Museum concerning land usage at the County Airport. Specifically, this agreement would release approximately 24 acres of land, including the General Aviation North Apron, back to the County. This land was previously leased to the Empire State Aerosciences Museum.

By releasing the General Aviation North Apron to the County, that makes it eligible for FAA funding which can be used to reconstruct it to current standards. In addition, the remaining 14 acres could be used by the County Airport for future hanger or aviation-related developments.

This agreement has a period starting April 1, 2023 and ending March 31, 2043.

I recommend your approval.

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
Peter Knutson, Director of the Bureau of Engineering

Date: June 9, 2023


Re: Authorization to Enter into a Multi-Year Lease Agreement with the Empire State
Aerosciences Museum Concerning Land at the County Airport

Attached is a memorandum from Paul Sheldon, County Attorney, requesting authorization to enter into a multi-year lease agreement with the Empire State Aerosciences Museum concerning land usage at the County Airport. Specifically, this agreement would release approximately 24 acres of land, including the General Aviation North Apron, that were previously leased to the Empire State Aerosciences Museum. By releasing the General Aviation North Apron to the County, that makes it eligible for FAA funding which can be used to reconstruct it to current standards. In addition, the remaining 14 acres could also be used by the County Airport for future hanger or aviation-related developments.

This agreement has a period starting April 1, 2023 and ending March 31, 2043.

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: June 7, 2023
TO: Rory Fluman, County Manager
FROM: Paul Sheldon, P.E., Director of Public Works 
COPIES: File
SUBJECT: Empire State Aerosciences Museum (ESAM) Lease Update

Attached is a memorandum from Peter Knutson, P.E., Director of the Bureau of Engineering, requesting authorization to accept the new lease agreement with the Empire State Aerosciences Museum (ESAM) at the County Airport. The new agreement releases approximately 24 acres of previously leased land opening it up for future development along the north side of the Airport. The agreement also returns control of the General Aviation North Apron to the County making it eligible for FAA funding. The proposed agreement will have a 20-year term ending in 2043.

We ask the County Legislature to approve the new lease agreement.

COUNTY OF SCHENECTADY

Memorandum

DATE: June 6, 2023

TO: Paul Sheldon, P.E., Commissioner of Aviation

FROM: Peter Knutson, P.E., Director of the Bureau of Engineering

PKG

COPY: File

SUBJECT: Empire State Aeroscience Museum (ESAM) Lease Agreement Update.

We are requesting the legislature accept the updated lease agreement for ESAM. The primary purposed of the leasehold change is to better align ESAM's priorities with its leased premises and return land back to the county that can be used for future development. The agreement will free up approximately 24-acres of previously leased land along the northside of the airport. This area includes the General Aviation North Apron which has fallen into disrepair and is slated for a complete reconstruction to meet current FAA standards in Federal Fiscal Year (FFY) 2025. The remainder of the area is approximately 14-acres of under-utilized land. This area is the last developable land the Airport currently has for any future hanger or aviation related development. We currently are planning on using federally allocated Bipartisan Infrastructure Law (BIL) funding to develop a design and estimate in FFY 2024 with site preparation beginning in FFY 2025 to make this land attractive to future developers.

STANDARD AIRPORT SITE LEASE

THIS LEASE AGREEMENT is made as of the ^{15th} day of May, Two Thousand Twenty-Three, between THE COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal office at the County Office Building (Attn: County Manager), 620 State Street, Schenectady, New York 12305 (hereinafter referred to as "Landlord"), and EMPIRE STATE AEROSCIENCES MUSEUM, an educational corporation incorporated under the laws of the State of New York, with its principal office at 250 Rudy Chase Drive, Glenville, New York (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Demised Premises (as defined in Article I) for the term provided for in Article IV hereof, at the rent provided for in Article V hereof and on all of the terms and conditions set forth herein. Intending to be legally bound hereunder and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Landlord and Tenant hereby agree with each other as follows:

ARTICLE I. PREMISES AND PRIVILEGES

Section 1.01. THE DEMISED PREMISES:

The "Demised Premises" means the parcels of land approximately 9.45 acres as described in Legal Description Parcel A and Legal Description Parcel B, which is attached hereto as Exhibit A and made a part of this Lease. The size and location of the Demised Premises is also shown on Exhibit "B" (Map) attached to and made a part of this Lease.

Section 1.02. AUXILIARY AREAS:

(a) During the Term, the following privileges to use certain portions of the Entire Airport Premises in common with Landlord and any designee of Landlord, subject to Landlord's rules and regulations are hereby granted to Tenant: (i) the non-exclusive license to permit its employees, guests, and business invitees to use the sidewalks, parking area, runways, taxiways, aprons, roadways, flood lights, landing lights and signals for the takeoff, flying and landing of aircraft; and (ii) the non-exclusive privilege to permit its employees, guests, and business invitees to use the entrance and exit ways designated by Landlord from time to time for access to the Demised Premises from a street or highway adjacent to the Demised Premises through the appropriate entrances and exits so designated.

Section 1.03. LANDLORD'S RIGHTS:

Notwithstanding anything to the contrary, Landlord shall have the following rights:

(a) to close all or any portion of the Entire Airport Premises including the parking area to such extent as may in the opinion of Landlord's counsel be necessary to prevent a dedication thereof of the accrual of any rights of any person or the public therein;

(b) to close all or any portion of the Entire Airport Premises temporarily to discourage use by parties other than Tenant's employees and business invitees and employees and business invitees of other tenants or occupants at the Entire Airport Premises;

(c) to prohibit parking or passage of motor vehicles in portions of the parking area previously designated for such;

(d) to erect additional buildings on the Entire Airport Premises (land upon which such buildings or structures have been erected shall no longer be deemed to be a part of the Auxiliary Area);

(e) to change the location of the passage, entrance and exit ways of the Entire Airport Premises;

(f) during time of war or national emergency, Landlord shall have the right to lease the Entire Airport Premises or any part thereof to the United States Government for military or naval use and if any such lease is executed the provisions of this instrument, insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended;

(g) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of any Tenant providing such development or improvement will not interfere or hinder the operation of the Tenant herein. The reservation of these rights under subparagraphs (a), (b) and (c) shall be on a limited or temporary basis only, not to exceed ninety (90) days; and

(h) Landlord retains all rights to any service road extension of Rudy Chase Drive, situated within the Demised Premises, which may be made at any time hereafter, either by the Town of Glenville, New York or by Landlord.

Section 1.04. LANDLORD'S OBLIGATION WITH RESPECT TO THE AUXILIARY AREAS:

Landlord shall keep the Auxiliary Area and all improvements located upon the Auxiliary Area clean and in good order and repair throughout the term. Within a reasonable time after the end of a snowfall, Landlord will commence to plow accumulated snow and ice from the parking area, sidewalks, runways, taxiways, aprons and vehicle access roadways and diligently prosecute the same to completion so that, to the extent practicable, those areas shall be reasonably cleared of snow and ice. Landlord may deposit accumulated ice and snow on portions of the Auxiliary

Area as may be necessary under the circumstances. The Landlord shall exercise its best efforts, consistent with the conditions then prevailing, to perform the aforesaid services as soon as is reasonably possible. The Tenant, however, shall not be entitled to an abatement of rent in the event that the Airport Facilities become shut down by reason of adverse weather conditions.

Section 1.05. RIGHT OF FLIGHT:

Landlord reserves the right of flight for the passage of aircraft above the surface of the Demised Premises, together with the right to cause in such airspace such noise as may be inherent to the operation of aircraft now known or hereafter used; and Landlord reserves the right of using said airspace for landing at, taking off from or operating aircraft on said Airport. Further, the Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent any Tenant from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Landlord and/or the Federal Aviation Administration would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE II. USE AND OPERATION

Section 2.01. USE:

Tenant shall use the Demised Premises for the following uses: operation of an AeroSciences Museum, hangar rentals, air taxi service, aircraft repairs, used aircraft sales and rentals, aircraft tie-downs and flight training, subject to applicable legal requirements and any other F.A.A. authorized uses and subject to Tenant's compliance with any reasonable published County of Schenectady minimum standards.

Section 2.02. OPERATING RULES:

(a) Tenant shall keep the Demised Premises (including exterior and interior portions) in a neat and clean condition.

(b) Tenant shall pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business or upon Tenant's fixtures, furnishings or equipment in the Demised Premises.

(c) Tenant shall pay when and as due all license fees, permit fees and charges of a similar nature required in connection with the occupation or Tenant's activities at the Demised Premises.

(d) Tenant agrees not to permit the accumulation (unless in metal containers) of any rubbish or garbage in, on or about any part of the Entire Airport Premises.

(e) Tenant shall observe all reasonable and applicable rules and regulations, ordinances, resolutions and minimum standards for commercial aeronautical activities established by the Landlord, Federal Aviation Administration, N.Y.S.D.O.T. and Board of Fire Underwriters and any other proper governmental authority having jurisdiction over the conduct

or operations at the Airport from time to time for the Entire Airport Premises and the Demised Premises, provided Tenant shall be given at least five (5) days' notice thereof and attempts reasonable compliance within that period.

(f) Tenant agrees that it will comply with, and observe, all restrictive covenants which affect or are applicable to the Demised Premises and the Entire Airport Premises.

(g) Tenant shall not use the Demised Premises for any illegal trade, manufacture, or other business, or any other illegal purpose. Tenant shall not use the Demised Premises in such a manner as to give rise to the liability on the part of Landlord under Section 231 of the Real Property Law of the State of New York.

(h) Tenant may erect exterior signs and advertising matter as required for the operation of its business and the exercise of the rights granted by this agreement; the size, shape, material and location of such signs and advertising matter must be approved by the Landlord, and conform to zoning regulations of the Town of Glenville and to FAA and/or N.Y.S. Transportation rules and regulations. Landlord will not withhold approval unreasonably. Included within such rights shall be the option to place directional signs as authorized by the Federal Aviation Administration at the intersection of Runways designated 4 and 22, and 15 and 33.

(i) Landlord will install, maintain and operate proper obstruction lights in compliance with FAA requirements on tops of all buildings on the Demised Premises and keep the same lighted from sunset to sunrise.

(j) Tenant agrees to operate the premises leased for the use and benefit of the public; to make available its airport facilities and services to the public without unjust discrimination and to refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any use of the airport or its facilities or for any airport service. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 303 of the Civil Aeronautics Act, or Section 308(a) of the Federal Aviation Act of 1958, as amended.

(k) Tenant, for itself, its successors and assigns, as a part of the consideration for this Lease, does hereby covenant and agree, as a covenant running with the land, that:

1. No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in:

- (a) Tenant's use of the Airport and its facilities.
- (b) the conduct of Tenant's business by implementation of the rights granted hereby, and
- (c) the construction of any improvements on, over or under land leased to, or at any time controlled by, Tenant and the furnishing of services on such land;

2. Tenant shall use the Airport and its facilities and conduct its business in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and

3. In the event of breach of any of the above discrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the leased land and the facilities thereon and hold the same as if this Lease had never been made or issued; and

4. The Tenant shall not prevent any person, firm or corporation operating aircraft from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform.

ARTICLE III. CONSTRUCTION OF THE LEASEHOLD IMPROVEMENTS AND/OR REPAIRS

Section 3.01. PLANS AND SPECIFICATIONS:

Within a reasonable time (not exceeding 60 days) after the date of this Lease, Tenant shall submit to Landlord, for Federal Aviation Administration and Landlord review and approval, any existing detailed plans and specifications for completion of the Leasehold Improvements and repairs. Landlord shall approve, reject or suggest modifications to those plans and specifications within thirty (30) days. If Landlord shall reasonably object to the plans and specifications, within thirty (30) days after Landlord's objection, Tenant shall submit revised plans and specifications to Landlord which shall comply with Landlord's requirements. If necessary, the process shall be repeated until the final plans and specifications are completed and approved. The final plans and specifications, which shall be approved by Landlord and the Federal Aviation Administration are referred to this Lease as the "Plans and Specifications."

Section 3.02. PERMITS TO BUILD:

Promptly after the Plans and Specifications are approved by Landlord, Tenant shall apply for all approvals and permits legally required in connection with the construction of the Leasehold Improvements and/or repairs, including zoning variances and a building permit, if required. If necessary, Landlord shall join in the execution of such applications. Landlord shall cooperate in connection with the prosecution of such applications. Tenant shall bear all expenses in connection with the applications, including any expenses incurred by Landlord. Tenant shall prosecute the applications diligently and use its best efforts to seek the approvals and permits applied for. Tenant shall advise Landlord of its progress from time to time and upon request by Landlord.

Section 3.03. COMMENCEMENT OF CONSTRUCTION:

(a) Promptly after all requisite approvals and permits have been granted, including a building permit (if required), Tenant shall commence construction of the Leasehold Improvements and/or repairs and shall prosecute such construction diligently to completion in accordance with the Plans and Specifications, good construction practices, and all applicable legal requirements.

(b) The Leasehold Improvements and other improvements or additions to the Demised Premises shall be the sole property of Tenant during the term of this Lease.

Section 3.04. CONDUCT OF CONSTRUCTION:

Tenant shall comply with all applicable legal requirements with respect to the conduct of Tenant's work and other activities at the Demised Premises.

Section 3.05. DELIVERY OF POSSESSION:

Delivery of Possession shall be deemed to have occurred when Landlord shall have vacated the Demised Premises and shall have tendered possession of it to Tenant.

Section 3.06. ACCEPTANCE OF POSSESSION:

Landlord shall not be required to perform any work to prepare the Demised Premises or the Entire Airport Premises for Tenant's occupancy. Tenant shall accept possession of the Demised Premises in as-is condition. Tenant hereby acknowledges that Tenant has inspected the Demised Premises and the Entire Airport Premises and is familiar with their condition. Landlord has made no representations, covenants or warranties with respect to the condition of the Demised Premises or the Entire Airport Premises.

Section 3.07. PERMISSION TO MORTGAGE LEASEHOLD:

Tenant shall, at all times, have the right to convey or encumber, by mortgage or other proper instrument in the nature thereof, as security for any actual bona fide debt, this Lease and all rights thereunder; but any and all such conveyances and encumbrances shall at all times be inferior and subject to the prior right, title and interest of Landlord therein and thereto, as security for the performance of the terms and conditions of this Lease, and in the event of foreclosure of any such mortgage Tenant shall nevertheless remain liable to Landlord under all covenants of this Lease to the extent provided by law. Landlord will assist Tenant in the application for any mortgage or IDA funding for Leasehold Improvements and/or repairs.

ARTICLE IV. TERM AND TERMINATION OF EXISTING LEASE AGREEMENTS

Section 4.01. TERM:

The term of this Lease shall be for a period of twenty (20) years, commencing the 1st day of April, 2023 and ending the 31st day of March, 2043.

Section 4.02. TERMINATION OF EXISTING LEASE AND AGREEMENTS:

All existing Leases and Agreements between the parties terminate on March 31, 2023.

ARTICLE V. RENT AND TAXES

Section 5.01. RENT:

Consideration shall be made by providing an Aerosciences Museum to the residents of the County of Schenectady and by Tenant paying rent to Landlord at the rate of \$8,192.00 per annum, in equal monthly installments, in advance.

Section 5.02. TAXES:

The Tenant shall pay to the Landlord all amounts assessed against the property for general and school taxes, special assessments, use taxes and municipal charges within ten (10) days after such bills sent directly to ESAM are presented by the Landlord for payment. The Landlord shall provide photostatic copies of receipted bills to the Tenant.

Section 5.03. ADDITIONAL RENT:

Wherever it is provided herein that Tenant is required to make any payment to Landlord, such payment shall be deemed to be additional rent and all remedies applicable to the non-payment of rent shall be applicable thereto.

Section 5.04. NO OFFSET:

Rent and additional rent shall be paid without notice, demand, counterclaim, setoff, deduction, defense or abatement.

Section 5.05. PLACE OF PAYMENT:

Rent and taxes and all other charges that Tenant is required to pay to Landlord shall be payable to the Commissioner of Finance of the County of Schenectady at Landlord's Notice Address or to any other place designated by notice given by Landlord to Tenant.

ARTICLE VI. LEASEHOLD IMPROVEMENTS, ALTERATIONS AND REPAIRS

Section 6.01. ALTERATIONS:

Tenant may not make any Leasehold Improvements, alterations and repairs to the Demised Premises without the prior written consent thereto by Landlord. If Landlord grants such consent, such alterations, improvements and repairs shall be performed in a good and workmanlike manner in accordance with all applicable legal requirements and insurance requirements.

Section 6.02. MECHANIC'S LIENS:

If any mechanic's or materialman's lien is filed against the Demised Premises or the Entire Airport Premises as a result of additions, alterations, repairs, installations or improvements made by Tenant, or any other work or act of Tenant, Tenant shall discharge same within twenty (20) days from the filing thereof. If Tenant shall fail to discharge said lien, Landlord may bond or pay said lien or claim for the account of Tenant without inquiring into the validity thereof.

Section 6.03. INSURANCE COVERING TENANT'S WORK:

Tenant shall not make any improvements, alterations, repairs or installations or perform any other work to or on the Demised Premises unless prior to the commencement of such work Tenant shall obtain (and during the performance of such work keep in force) public liability and workmen's compensation insurance to cover every contractor to be employed. Such policies shall be non-cancelable without ten (10) days' notice to Landlord and in amounts and companies reasonably satisfactory to Landlord. Prior to the commencement of such work, Tenant shall deliver duplicate originals of certificates of such insurance policies to Landlord.

ARTICLE VII. REPAIRS, COMPLIANCE, SURRENDER

Section 7.01. REPAIRS BY TENANT:

Tenant shall maintain the Demised Premises (including the Leasehold Improvements and all utility lines and conduits located upon and servicing the Demised Premises) in good order and repair and in a safe, dry and tenable condition. To that end, Tenant shall make all repairs, exterior or interior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, to the Demised Premises and other improvements. Tenant shall be responsible for all costs to be incurred for maintaining, repairing and/or replacing any and all existing storm water drainage pipes and structures installed within the Demised Premises. All repairs shall be at least equal in quality and class to the original construction work, and shall be performed in a good and workmanlike manner, and in accordance with legal requirements. Tenant will do every act necessary or appropriate for the preservation and safety of the Demised Premises.

Section 7.02. REPAIRS BY LANDLORD:

Landlord shall have no obligation to repair or maintain the Demised Premises, or any other improvements located thereon under any circumstances.

Section 7.03. APPROVAL BY LANDLORD FOR REPAIRS AND ALTERATIONS:

If the reasonable cost of any repair or alteration required or permitted to be performed by Tenant under any provision of this Lease shall be in excess of Two Thousand Dollars (\$2,000.00), Tenant shall give prompt notice to Landlord thereof. Except in the event of an emergency, if Landlord shall give notice to Tenant (within ten [10] days after Tenant's notice is given) that it desires to approve plans and specifications with respect thereto, then such repair or alteration shall not be commenced until plans and specifications therefor shall have been submitted to and approved by Landlord (and in the case of any of the foregoing repairs or alterations, required to be made hereunder by Tenant, Tenant shall submit to Landlord appropriate plans and specifications indicating all work to be done promptly after such requirements arises). Such work shall then be commenced promptly, performed in accordance with such approved plans and specifications, and prosecuted diligently to completion. Any work performed by Tenant, irrespective of cost, shall be subject to Landlord's inspection and approval after completion to determine whether the same complies with the requirements of this Lease.

Section 7.04. COMPLIANCE:

Tenant shall observe and comply promptly with all present and future legal requirements and insurance requirements relating to or affecting the Demised Premises, the Entire Airport Premises, Tenant's use and occupancy thereof, or any appurtenance thereto.

Section 7.05. EMERGENCY REPAIRS:

If, in an emergency, it shall become necessary to make promptly any repairs or replacements to the Demised Premises, Landlord may, but shall not be obligated to, re-enter the Demised Premises and proceed forthwith to have such repairs or replacements made and pay the cost thereof. Within thirty (30) days after Landlord renders a bill therefor, Tenant shall reimburse Landlord for the cost of making such repairs.

Section 7.06. SURRENDER OF PREMISES:

On the expiration date, Tenant shall quit and surrender the Demised Premises in good condition and repair, together with all alterations, fixtures, installations, additions and improvements which may have been made in or attached on or to the Demised Premises. Notwithstanding the foregoing, Landlord may require Tenant to remove the Leasehold Improvements and any other additions or alterations made by Tenant, and restore the Demised Premises to the condition delivered.

ARTICLE VIII. SERVICES AND UTILITIES

Section 8.01. UTILITY CHARGES:

Tenant shall pay all charges for utility services used or consumed by Tenant at the Demised Premises, including sanitary sewerage and water rent, use or frontage charges. Tenant shall promptly pay for all such services directly to the utility companies or governmental authorities or agencies imposing the charges. Tenant shall open its own accounts with the companies or authorities.

Section 8.02. UTILITY CONNECTION:

Tenant shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense, subject to the approval of the Schenectady County Commissioner of Engineering and Public Works.

ARTICLE IX. TRANSFER OF INTEREST

Section 9.01. ASSIGNMENT OR SUBLET:

Tenant shall not transfer or assign this Lease or sublet the Demised Premises without Landlord's prior written consent. Any attempted transfer, assignment or subletting without Landlord's prior written consent shall be void and confer no rights upon any third person. No assignment or subletting shall relieve Tenant of any obligations herein. The consent by Landlord to any transfer, assignment or subletting shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any future transfer, assignment or subletting. If Landlord consents to any such transfer, assignment or subletting, the same shall not be effective unless and until (a) Tenant gives notice thereof to Landlord, and (b) such transferee, assignee or sublessee shall deliver to Landlord (i) a written agreement in form and substance satisfactory to Landlord pursuant to which such transferee, assignee or sublessee assumes all of the obligations and liabilities of Tenant hereunder, and (ii) a copy of the assignment agreement or sublease. If Tenant is a corporation, a transfer of a controlling interest in Tenant's stock shall be regarded as an assignment in the context of this Section.

ARTICLE X. DESTRUCTION

Section 10.01. RENT ABATEMENT:

If the whole or any portion of the Demised Premises is damaged by fire or other cause, rent shall not abate, except to the extent of rent insurance proceeds actually paid to Landlord. Landlord shall have no obligations to rebuild or repair the Demised Premises.

Section 10.02. OPTION TO TERMINATE:

If all, or a substantial portion, of the Demised Premises shall be damaged by fire or other casualty, this Lease shall not be terminated. Tenant hereby waives all rights to terminate this Lease or to an abatement of rent which it may have by reason of damage to the Demised Premises by fire or other cause, pursuant to any presently existing or future statute or other law.

Section 10.03. OBLIGATION TO REBUILD:

If the hangar portion of the Demised Premises shall be damaged by fire or other cause, within a reasonable time after such occurrence, Tenant shall repair or rebuild it or such portion to its condition immediately prior to such occurrence in a structural manner consistent with the then current building practices and structures for aeronautical purposes providing similar usage as that of the Demised Premises.

Section 10.04. FIRE INSURANCE:

With respect to insurance on the Demised Premises:

(a) The County shall maintain the current insurance coverage on the hangar building against damage by fire, lightning, windstorm, hail, smoke, explosion, riot, and other risks included in the current insurance coverage under "Extended Coverage".

(b) An insurance policy shall be issued by an insurer of recognized responsibility selected by Landlord which shall be reasonably satisfactory to Tenant in form and substance, and shall be carried in favor of Landlord, Tenant and all Mortgagees, as their respective interests may appear.

(c) Tenant shall annually reimburse Landlord for any expenses incurred in maintaining the insurance coverage on the building under this section. Tenant shall have the option with the consent of Landlord to provide its own coverage hereunder to insure its obligations under Section 10.03 rather than reimburse the County for such coverage. Landlord's consent shall not be unreasonably withheld.

(d) At such times as Tenant may reasonably request, and at least once in each year, without any such request, Landlord shall deliver to Tenant a certificate setting forth all pertinent details with respect to the insurance policy in force including the name of the insurer, the type of, the amount of, the premium for, and the expiration date of, each policy, and a statement as to whether the premium therefor has been paid.

Section 10.05. WAIVER OF SUBROGATION:

Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents from liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage (a) actually recovered from an insurance company, and (b) occurring during such time as the releasor's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that any fire and extended coverage insurance policies carried by each of them respectively and covering the Demised Premises or their contents will include such a clause or endorsement as long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays each extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost.

ARTICLE XI. CONDEMNATION

Section 11.01. DEFINITIONS:

Within the meaning of Article XI, the following words have the following meanings:

(a) Award: means the award for, or proceeds of, any Taking, less all expenses in connection therewith, including reasonable attorney's fees.

(b) Taking: means the taking of, or damage to, the Demised Premises or the Entire Airport Premises or any portion thereof, as the case may be, as the result of the exercise of any power of eminent domain, condemnation, or purchase under threat thereof or in lieu thereof.

(c) Taking Date: means with respect to any Taking, the date on which the condemning authority shall have the right to possession of the Demised Premises or the Entire Airport Premises or any portion thereof, as the case may be.

Section 11.02. TOTAL OR SUBSTANTIAL PARTIAL TAKING OF DEMISED PREMISES:

In the event of a Taking of the whole Demised Premises, other than a Taking for temporary use, this Lease shall automatically terminate as of the Taking Date. In the event of a Taking of any portion of the Demised Premises, Landlord may, at its option, terminate this Lease by giving notice to Tenant within six (6) months of the date of such Taking. If more than 15% of the Demised Premises shall be permanently taken and Tenant shall be unable to use the balance thereof for the conduct of the business being conducted therein at the time of the Taking, then Tenant shall have the right to cancel this Lease by giving Landlord notice thereof prior to the expiration of four (4) months after the Taking Date. Any dispute as to whether Tenant is unable

to use the Demised Premises or the balance thereof for the conduct of such business shall be determined by arbitration in accordance with Section 16.08.

Section 11.03. RESTORATION:

In the event of a Taking of a portion of the Demised Premises other than a Taking for temporary use and this Lease shall not terminate or be terminated under the provisions of Section 11.02 hereof, Rent shall be reduced in the proportion that the area so Taken bears to the entire area contained within the Demised Premises. In such event, Landlord shall restore the remaining portion of the Demised Premises to the extent practical to render same reasonably suitable for the Permitted Uses. Landlord shall not be obligated to expend in such restoration any sums greater than the Award.

Section 11.04. TAKING FOR TEMPORARY USE:

If there is a Taking of the Demised Premises for temporary use, this Lease shall continue in force and effect, and Tenant shall continue to comply with all of the provisions thereof, except as such compliance shall be rendered impossible or impracticable by reason of such Taking.

Section 11.05. DISPOSITION OF AWARDS:

All Awards arising from a total or partial Taking of the Demised Premises, or of Tenant's leasehold interest, awarded to Landlord or Tenant, shall be distributed in accordance with the final determination of the condemnation commissioners or other similar officials appointed for the purpose of making such Award.

ARTICLE XII. INDEMNITY AND LIABILITY

Section 12.01. INDEMNITY:

(a) **Definition:** Within the meaning of Article XII, "Claims" means any claims, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgments and executions.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord, from and against any and all Claims, which either (i) arise from, or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Demised Premises, or any portion thereof; (ii) arise from, or are in connection with, any act or omission of Tenant or Tenant's Agents; (iii) result from any default, breach, violation or non-performance of this Lease or any provision therein by Tenant; or (iv) result in injury to person or property or loss of life sustained in or about the Demised Premises. Tenant shall defend any actions, suits and proceedings which may be brought against Landlord, with respect to the foregoing or in which it may be implicated. Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Landlord, in connection with the foregoing.

Section 12.02. LIABILITY INSURANCE:

Tenant shall provide, on or before it enters the Demised Premises for any reason, and shall keep in force during the Term for the benefit of Landlord and Tenant, a comprehensive policy of public and aircraft liability insurance naming Landlord as co-insured, protecting Landlord and Tenant against any liability occasioned by any occurrence on or about the Demised Premises or any appurtenances thereto, or arising from any of the items indicated in Section 12.01 against which Tenant is required to indemnify Landlord. Such policy is to be written (i) by a good and solvent insurance company authorized to do business in the State of New York and satisfactory to Landlord, and (ii) in the minimum amount of \$5,000,000.00 combined single limit. Said policy shall contain a provision that written notice of cancellation, or of any material change in said policy by the insurer, shall be delivered to Landlord thirty (30) days in advance of the effective date thereof. This provision shall be subject to review and requirement of new reasonable liability limits at the end of each five-year period.

Section 12.03. NON-LIABILITY OF LANDLORD:

Landlord shall not be responsible or liable to Tenant for (a) any loss or damage that may be occasioned by the acts or omissions of any other person occupying any part of the Entire Airport Premises, or (b) for any loss or damage resulting to Tenant or its property from water, gas or steam; or the busting, stoppage, or leakage of sewer pipes; provided such loss or damage under subparagraphs (a) and (b) is not occasioned by the gross negligence of Landlord.

Section 12.04. INABILITY TO PERFORM:

(a) Landlord shall not be required to carry out any of its obligations hereunder, nor be liable for loss or damage for failure so to do, nor shall the Tenant thereby be released from any if its obligations hereunder, where such failure arises by reason of delays caused by acts of God; strikes; lockouts, labor difficulty; explosion; sabotage; accident; riot; or civil commotion; act of war; fire or other casualty; legal requirements or delays caused by any other party.

(b) If Landlord is so delayed or prevented from performing any of its obligations, the period of such delay or such prevention shall be added to the time herein provided for the performance of any such obligation.

(c) In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of such suspension.

ARTICLE XIII. COVENANT OF QUIET ENJOYMENT

Landlord covenants that, if Tenant pays the rent and all other charges provided by herein, performs all of its obligations provided for hereunder, and observes all of the other provisions hereof, Tenant shall at all times during the Term, peaceably and quietly have, hold and enjoy the Demised Premises without any interruption or disturbance from Landlord, subject to the terms thereof.

ARTICLE XIV. FAILURE TO PERFORM DEFAULTS, REMEDIES

Section 14.01. DEFAULTS, CONDITIONAL LIMITATION:

(a) Each of the following events shall constitute a Default:

(i) If Tenant shall (x) make an assignment for the benefit of creditors, (y) file or acquiesce to a petition in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy reorganization, composition, extension, arrangement or insolvency proceedings; or (z) make an application in any such proceedings for, or acquiesce to, the appointment of a trustee or receiver for it or all of any portion of its property.

(ii) If any petition shall be filed against Tenant, to which it does not acquiesce, in any court (whether or not pursuant to any statute of the United States or any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; and (x) Tenant shall thereafter be adjudicated a bankrupt, or (y) such petition shall be approved by any such court, or (z) such proceeding shall not be dismissed, discontinued or vacated within thirty (30) days.

(iii) If, in any proceeding, pursuant to the application of any person other than Tenant, to which it does not acquiesce, a receiver or trustee shall be appointed for Tenant or for all or all or any of its portion of its property and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment.

(iv) If Tenant shall refuse to take possession of the Demised Premises at the Commencement Date or shall vacate the Demised Premises and permit the same to remain unoccupied and unattended.

(v) If Tenant shall fail to pay any installment of rent, additional rent, or any other charge required to be paid by Tenant hereunder, when the same shall become due and payable, and such failure shall continue for five (5) days after written notice from Landlord.

(vi) If Tenant shall fail to perform or observe any other requirement of this Lease (not hereinbefore specifically referred to) on the part of the Tenant to be performed, or observed, and such failure shall continue for twenty (20) days after written notice from Landlord.

(b) This Lease is subject to the limitation that, if at any time, a Default shall occur, then upon the happening of any one or more of the aforementioned Defaults, Landlord may give to Tenant a notice of intention to end the Term of this Lease at the expiration of five (5) days from the date of service of such notice of termination. At the expiration of such five (5) days, this Lease and the Term, as well as all of the right, title and interest of the Tenant hereunder, shall wholly cease and expire, and Tenant shall then quit and surrender the Demised Premises to the Landlord. But, notwithstanding such termination, surrender, and the expiration of Tenant's right, title and interest, Tenant's liability under all of the provisions of this Lease shall continue.

Section 14.02. LANDLORD'S RE-ENTRY:

If this Lease shall be terminated as herein provided, Landlord, or its agents or employees, may immediately or at any time thereafter re-enter the Demised Premises and remove therefrom Tenant, Tenant's Agents, any subtenants, or invitees, together with any of its or their property, either by summary, dispossession proceedings or by any suitable action or proceeding at law or by force or otherwise. In the event of such termination, Landlord may repossess and enjoy the Demised Premises. Landlord shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Tenant, or proceedings in forcible entry and detainer. Tenant waives any rights to the service of any notice of Landlord's intention to re-enter provided for by any present or future law. Landlord shall not be liable in any way in connection with any action it takes pursuant to the foregoing. Notwithstanding any such re-entry, repossession, dispossession or removal, Tenant liability under all of the provisions of this Lease shall continue.

Section 14.03. DEFICIENCY:

(a) In case of re-entry, repossession or termination of this Lease, whether the same is the result of the institution of summary or other proceedings or not, Tenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for (i) the (x) rent, additional rent and all other charges provided for herein until the date this Lease would have expired had such termination, re-entry or repossession not occurred; and (y) expenses to which Landlord may be put in re-entering the Demised Premises repossessing the same; making good any Default of Tenant; painting, altering or dividing the Demised Premises; combining the same with any adjacent space for any new tenant; putting the same in proper repair; protecting and preserving the same by placing therein watchmen and caretakers; reletting the same (including attorney's fees and disbursements, marshal's fees, brokerage fees, in so doing); and any expenses which Landlord may incur during the occupancy of any new tenant; minus (ii) the net proceeds of any reletting. Tenant agrees to pay to Landlord the difference between items (i) and (ii) hereinabove with respect to each month, at the end of such month. Such payment shall be made to Landlord at Landlord's notice address or such other address as Landlord may designate by giving notice to Tenant. Any suit brought by Landlord to enforce collection of such difference for any one month shall be not prejudice Landlord's right to enforce the collection of any difference for any subsequent month. In addition to the foregoing, Tenant shall pay to Landlord such sums as the court which has jurisdiction thereover may adjudge reasonable as attorney's fees with respect to any successful lawsuit or action instituted by Landlord to enforce provisions hereof.

(b) Landlord may relet the whole or any part of said Demised Premises for the whole of the unexpired period of this Lease, or longer, or from time to time for shorter periods, for any rental then obtainable, giving such concessions of rent and making such special repairs, alterations, decorations and paintings for any new tenant as it may in its sole and absolute discretion deem advisable. Tenant's liability as aforesaid shall survive the institution of summary proceedings and the issuance of any warrant thereunder. Landlord shall be under no obligation to relet or to attempt to relet the Demised Premises.

Section 14.04. WAIVER OF RIGHTS OF REDEMPTION:

Tenant hereby expressly waives (to the extent legally permissible), for itself and all persons claiming by, through, or under it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause, or in case Landlord shall obtain possession of the Demised Premises as herein provided.

Section 14.05. WAIVER OF TRIAL BY JURY:

Tenant waives all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and/or Tenant's use or occupancy of the Demised Premises.

Section 14.06. LANDLORD'S RIGHT TO PERFORM FOR ACCOUNT OF TENANT:

If Tenant shall be in Default hereunder, Landlord may, at any time thereafter, cure said Default for the account and at the expense of Tenant. Tenant shall pay, with interest at the maximum legal rate, on demand, to Landlord, the amount so paid, expended, or incurred by the Landlord and any expenses of Landlord including attorneys' reasonable fees incurred in connection with such Default; and all of the same shall be deemed to be additional rent.

Section 14.07. ADDITIONAL REMEDIES, WAIVERS, ETC.:

With respect to the rights and remedies of, and waivers by, Landlord:

(a) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All such rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise such rights and remedies at such times, in such order, to such extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy, precedes, concurs with or succeeds the exercise of another.

(b) A pledge or partial exercise of a right or remedy shall not preclude (i) a further exercise thereof, or (ii) the exercise of another right or remedy from time to time.

(c) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a Default.

(d) No waiver of a Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.

(e) No action or inaction by Landlord shall constitute a waiver of a Default.

(f) No waiver of a Default shall be effective, unless it is in writing.

Section 14.08. DISTRAINT:

In addition to all other rights and remedies, if Tenant shall be in Default hereunder, Landlord shall, to the extent permitted by law, have a right of distress for rent and a lien on all of Tenant's fixtures, merchandise and equipment in the Demised Premises, as security for rent and all other charges payable hereunder.

ARTICLE XV. RIGHT OF ACCESS

Section 15.01. ENTRY:

During any reasonable time before and after the Commencement Date, Landlord and/or its designees may enter upon the Demised Premises, any portion thereof and any appurtenance thereto (with men and materials, if required), for the purpose of: (a) inspecting the same; (b) making such repairs, replacements or alterations which it may be required to perform as herein provided or which it may deem desirable for the Demised Premises; and (c) showing the Demised Premises to prospective purchasers or lessees.

Section 15.02. EASEMENT FOR PIPES:

Tenant shall permit Landlord to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenances of the Entire Airport Premises provided that such rights herein do not interfere with the Tenant's use of the Demised Premises.

ARTICLE XVI. INTERPRETATION, NOTICES, MISCELLANEOUS

Section 16.01. INTERPRETATION:

(a) Every term, condition, agreement or provision contained in this Lease which imposes an obligation on Tenant, shall be deemed to be also a covenant by Tenant.

(b) Any references herein to any extensions or renewals of Term or any period during which Tenant may be in possession after the Expiration Date shall not be deemed to imply that any extension or renewal of the Term is contemplated hereby or that Tenant shall be permitted to remain in possession after the expiration of the Term.

(c) If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

(d) The captions and headings used throughout this Lease are for the convenience of reference only and shall not affect the interpretation of this Lease.

(e) This Lease has been executed in several counterparts; but the counterparts shall constitute but one and the same instrument.

(f) Wherever a requirement is imposed on any party hereto, it shall be deemed that such party shall be required to perform such requirement at its own expense unless it is specifically otherwise provided herein.

(g) The singular includes the plural and the plural includes the singular.

Section 16.02. CONSTRUING VARIOUS WORDS AND PHRASES:

(a) Wherever it is provided herein that a party may perform an act or do anything, it shall be construed so that the party may, but shall not be obligated to, so perform or so do.

(b) The words "re-enter" and "re-entry" as used herein are not restricted to their technical legal meaning.

(c) The following words and phrases shall be construed as follow: (i) "at any time" shall be construed as, "at any time or from time to time"; (ii) "any" shall be construed as, "any and all"; and (iii) "including" shall be construed as "including, but not limited to".

(d) Wherever it is provided herein that the Landlord's consent is required, it shall be construed that such consent shall not be withheld unreasonably.

Section 16.03. NO ORAL CHANGES:

This Lease may not be changed or terminated orally

Section 16.04. COMMUNICATIONS:

No notice, request, consent, approval, waiver or other communication under this Lease shall be effective unless, but any such communication shall be effective and shall be deemed to have been given if, the same is in writing and is mailed by registered or certified mail, postage prepaid, addressed:

(a) If to Landlord, to the address herein designated as Landlord's Notice Address:

County Manager of Schenectady County
County Office Building
620 State Street
Schenectady, New York 12305

or such other address as Landlord designates by giving notice thereof to Tenant; and

(b) If to Tenant, to the address herein designated as Tenant's Notice Address:

**Empire State Aerosciences Museum
250 Rudy Chase Drive
Glenville, New York 12302**

or such other address as Tenant shall designate by giving notice thereof to Landlord.

Section 16.05. METHOD OF PAYMENT:

Except as herein otherwise expressly provided, all amounts payable under this Lease shall be payable in coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Section 16.06. SUCCESSORS AND ASSIGNS:

Subject to the provisions hereof, this Lease shall bind, and inure to the benefit of, the parties and their respective successors, representatives, heirs and assigns.

Section 16.07. RESPONSIBILITY OF TENANT:

Any restriction on, or requirement imposed upon, Tenant hereunder shall be deemed to extend to Tenant's subtenants, and it shall be Tenant's obligation to cause the foregoing persons to comply with such restriction or requirement.

Section 16.08. ARBITRATION:

In any event and notwithstanding any provisions made in the Lease, the parties hereto will submit to arbitration any question or dispute, except non-payment of rentals, arising between said parties as to the interpretation of any term, condition or covenant herein contained or with respect to any matter of compliance or noncompliance with the terms hereof, in accordance with and pursuant to Article 75 of the Civil Practice Law and Rules of the State of New York.

Section 16.09. SUBORDINATION OF LEASE:

This Lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America, the State of New York or any of their authorized agencies relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport.

Section 16.10. VALIDITY:

This Lease shall be of no force and effect unless and until it has been reviewed by the Federal Aviation Administration and approved by the Schenectady County Board of Representatives and is executed by both Landlord and Tenant and counterparts of the executed Lease are exchanged by Landlord and Tenant.

ARTICLE XVII. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

Section 17.01.

Tenant shall comply with the environmental laws which include all Federal, State, local and municipal laws, statutes, ordinances, rules, regulations, orders, decrees or requirements to regulating, relating to or imposing liability or standards of conduct concerning the use, storage, treatment, transportation, manufacture, refinement, handling, production and/or disposal of "Hazardous Materials" (as hereinafter defined), or otherwise pertaining to environment protection, as now or at any time hereafter in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601; the Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Occupational Safety and Health Act, 29 U.S.C. Section 655 and Section 657; the Clean Air Act, 42 U.S.C. Section 7401; the Clean Water Act 33 U.S.C. Section 1251; the New York State Environmental Quality Review Act, New York State Environmental Conservation Law Section 8-1101; and the New York Environmental Conservation Law; together with all amendments thereto, substitutions therefor, rules and regulations promulgated thereunder and all amendments to, and substitutions for, the rules and regulations (the aforementioned are hereinafter called the "Environmental Laws"). Tenant represents and warrants to Landlord the following:

- (a) Tenant and any responsible person acting on behalf of Tenant will not use, store, treat, transport, manufacture, refine handle or produce any hazardous or toxic substance on or about the Demised Premises in any manner which would cause a violation of any applicable Environmental Law;
- (b) Tenant and any responsible person acting on behalf of Tenant will not permit or suffer or cause to permit the Demised Premises to be, in any manner, in violation of any Environmental Laws through the actions of Tenant or anyone under Tenant's control;
- (c) Tenant and any person acting on behalf of Tenant will not at any time dispose of any hazardous materials at, or about, the Demised Premises or operate a hazardous waste treatment or storage or disposal facility, except as provided herein;
- (d) Tenant and any other person acting on behalf of Tenant will not create or suffer to create any condition at, or about, the Demised Premises or any portion thereof which could subject Landlord to any liability for any remedial action or removal or for any other environmental clean-up of any kind or description;
- (e) Tenant shall defend, indemnify and hold Landlord and Landlord's employees, agents and officers harmless from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and/or expenses of whatever kind or nature and/or any other environmental clean-up of any kind or description caused by Tenant from the date of its occupancy arising out of, or in any way relating to, the enforcement of any such Environmental Law, with respect to Tenant's use of the Demised Premises. The representation, warranties, obligations and liabilities of Tenant under this Article XVII shall survive the term of this Lease.

foreclosure or eviction of Tenant from the Demised Premises, any assignment or sublease under this Lease; and

(f) Notwithstanding anything herein to the contrary, any mortgagee involved with the Demised Premises, pursuant to the authority of Section 3.07 of this Lease, shall not be responsible nor liable with respect to any violations of this Article provided that said mortgagee has not caused nor has been in possession of the Demised Premises by foreclosure or otherwise assumed responsibility and control of the Demised Premises, when such violations have occurred.

IN WITNESS WHEREOF, Landlord has (executed this Lease under seal) (caused the Lease to be executed, attested to and ensealed by its duly authorized officers) and Tenant has (executed this Lease under seal) (caused this Lease to be executed, attested to and ensealed by its duly authorized officers). ?TS

LANDLORD:

THE COUNTY OF SCHENECTADY, NEW YORK

ATTEST:

By: _____ ^{PBC PJS}
RORY FLUMAN, its Manager

TENANT:

EMPIRE STATE AEROSCIENCES MUSEUM

ATTEST:

By: 
DAN WILSON, its President

**APPROVED AS TO FORM AND CONTENT
THIS 14 DAY OF May, 2023:**


**CHRISTOPHER H. GARDNER
SCHENECTADY COUNTY ATTORNEY**

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

On the ___ day of _____, 2023, personally appeared, before me, the undersigned, RORY FLUMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

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

On the 15th day of May, 2023, personally appeared, before me, the undersigned, DAN WILSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public-State of New York

Joyce M. Newdick
Notary Public, State of New York
No. 01NE4761331 - County of Schenectady
Term Expires June 30, 2026

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "A"
Containing 3.400 acres

All that piece or parcel of land situate in the Town of Glenville, County of Schoenectady and the State of New York, bounded and described as follows:

Beginning at a point located along the southeasterly line of New York State Route 50, said point being the intersection formed by said northerly line of New York State Route 50 with the division line between the lands now or formerly of Slittery Road Realty LLC (Book 1712, Page 44) on the northeast and the lands now or formerly of the lands of the County of Schoenectady (Book 1543, Page 460) on the southwest; thence from said point of beginning and along said division line, South $71^{\circ}19'40''$ East, 302.61 feet to a point; thence through the aforesaid lands of the County of Schoenectady, the following five courses: 1) South $51^{\circ}45'37''$ West, 139.67 feet to a point; 2) along a curve to the left having a radius of 526.47 feet, an arc length of 272.08 feet and bearing a chord of South $34^{\circ}16'36''$ West, 269.06 feet to a point; 3) South $16^{\circ}32'53''$ West, 161.75 feet to a point; 4) South $21^{\circ}21'17''$ West, 77.94 feet to a point and 5) South $35^{\circ}41'31''$ West, 31.57 feet to a point; thence along the lands now or formerly of Gary Rea (Book 1707, Page 506), North $54^{\circ}44'54''$ West, 296.20 feet to a point; thence along the aforesaid southeasterly line of N.Y.S. Route 50, the following three courses: 1) North $37^{\circ}43'20''$ East, 298.50 feet to a point; 2) North $30^{\circ}04'20''$ East, 143.70 feet to a point and 3) North $23^{\circ}12'20''$ East, 138.75 feet to the point or place of beginning.

Containing in all 3.400 acres, of land being more or less.

January 24, 2023

Vincent P. Ausfeld P.L.S.

LEGAL DESCRIPTION

Parcel "B"
Containing 6.052 acres

All that piece or parcel of land situate in the Town of Glenville, County of Schenectady and the State of New York, bounded and described as follows:

Commencing at a point located along the southeasterly line of New York State Route 50, said point being the intersection formed by said northerly line of New York State Route 50 with the division line between the lands now or formerly of Slittery Road Realty LLC (Book 1712, Page 44) on the northeast and the lands now or formerly of the lands of the County of Schenectady (Book 1543, Page 460) on the southwest; thence from said point of commencement and along said division line and continuing through the lands of the County of Schenectady, South $71^{\circ}19'40''$ East, 386.16 feet to the point of beginning; thence from said point of beginning through the aforesaid lands of the County of Schenectady, the following the following eighteen courses: 1) South $71^{\circ}19'40''$ East, 42.47 feet to a point; 2) South $06^{\circ}53'57''$ West, 438.20 feet to a point; 3) South $23^{\circ}11'36''$ West, 72.42 feet to a point; 4) South $45^{\circ}28'49''$ West, 51.59 feet to a point; 5) South $47^{\circ}26'34''$ East, 173.37 feet to a point; 6) South $42^{\circ}32'11''$ West, 144.17 feet to a point; 7) North $47^{\circ}37'56''$ West, 107.21 feet to a point; 8) South $28^{\circ}22'50''$ West, 97.14 feet to a point; 9) South $42^{\circ}42'43''$ West, 30.23 feet to a point; 10) South $47^{\circ}49'06''$ East, 287.43 feet to a point; 11) South $41^{\circ}23'48''$ West, 101.25 feet to a point; 12) North $49^{\circ}33'37''$ West, 565.76 feet to a point; 13) North $36^{\circ}43'07''$ East, 169.15 feet to a point; 14) North $35^{\circ}41'31''$ East, 41.00 feet to a point; 15) North $21^{\circ}21'17''$ East, 89.68 feet to a point; 16) North $16^{\circ}32'53''$ East, 162.84 feet to a point; 17) along a curve to the right having a radius of 456.47 feet, an arc length of 232.61 and bearing a chord of North $34^{\circ}17'09''$ East, 230.10 feet to a point and 18) North $51^{\circ}45'37''$ East, 183.59 feet to the point or place of beginning.

Containing in all 6.052 acres of land being more or less.

January 24, 2023

Vincent P. Ausfeld P.L.S.

EXHIBIT "B"



FIGURE 1. SITE LOCATION

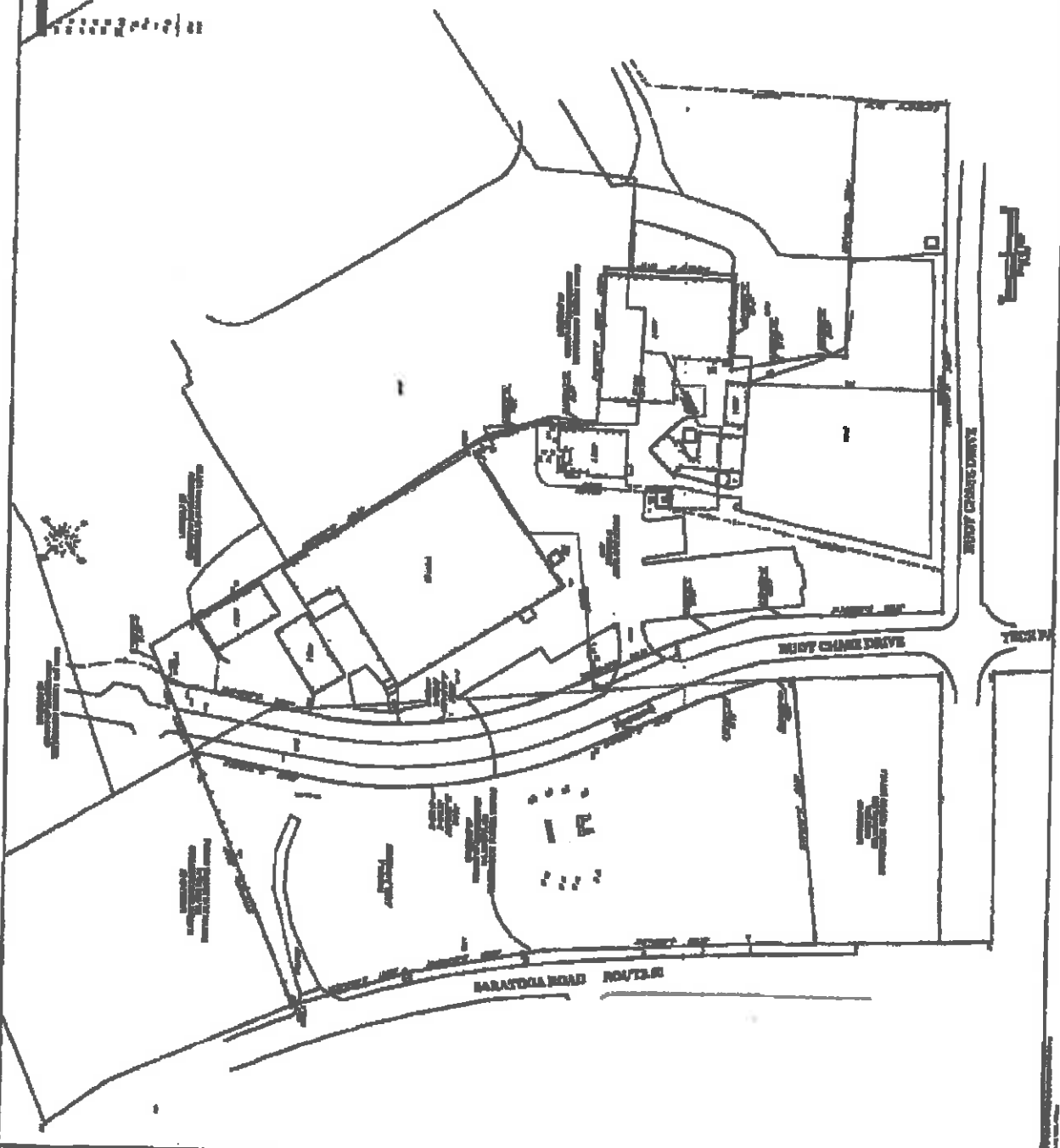
GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN METERS.
 2. THE SITE IS BOUNDARY BY THE...
 3. THE...
 4. THE...
 5. THE...
 6. THE...
 7. THE...
 8. THE...
 9. THE...
 10. THE...

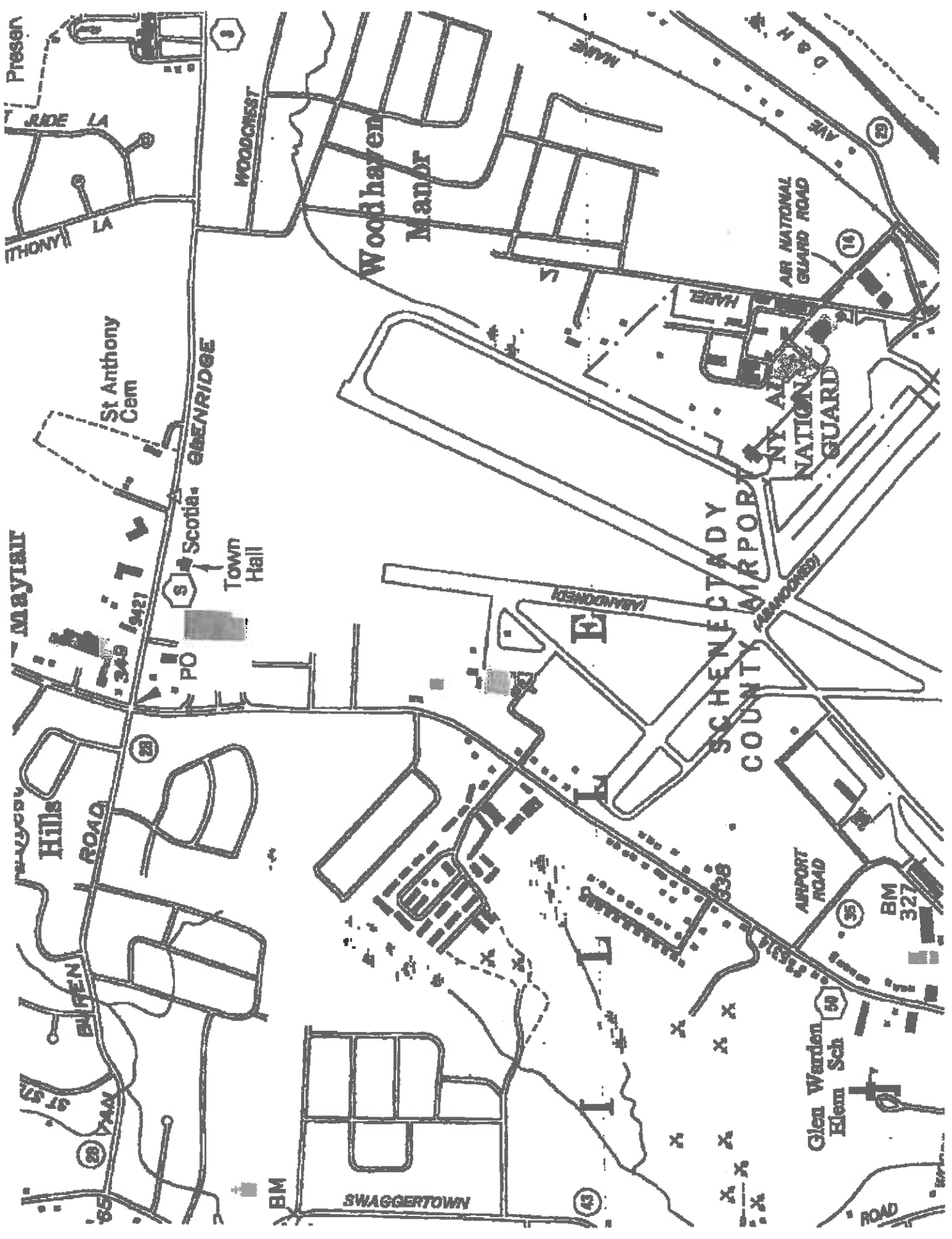
UNIVERSITY OF AFRICA
SCHOOL OF ARCHITECTURE
DEPARTMENT OF ARCHITECTURE

DATE: 10/10/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1:1000

LEGEND

- Proposed Building
- Proposed Road
- Proposed Parking
- Proposed Green Space
- Proposed Fencing
- Proposed Utility Lines
- Proposed Drainage
- Proposed Landscaping
- Proposed Site Furniture
- Proposed Site Lighting
- Proposed Site Security
- Proposed Site Amenities
- Proposed Site Services
- Proposed Site Facilities
- Proposed Site Infrastructure
- Proposed Site Development
- Proposed Site Construction
- Proposed Site Completion
- Proposed Site Handover
- Proposed Site Occupation
- Proposed Site Maintenance
- Proposed Site Management
- Proposed Site Operation
- Proposed Site Closure





Present
RIDE LA
ANTHONY LA

St Anthony
Cem

SCOTIA
EBENRIDGE

PO
Town
Hall

MAYTAL

Hills
ROAD

BURDEN
ROAD

Woodhaven
Manor

SWAGGERTOWN

SCHENECTADY
AIRPORT
COUNTY

NATIONAL
GUARD

AIR NATIONAL
GUARD ROAD

AIRPORT
ROAD

Glen Warden
Elem Sch

ROAD

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20

349 15427

5

43

35

20

14

BM
327

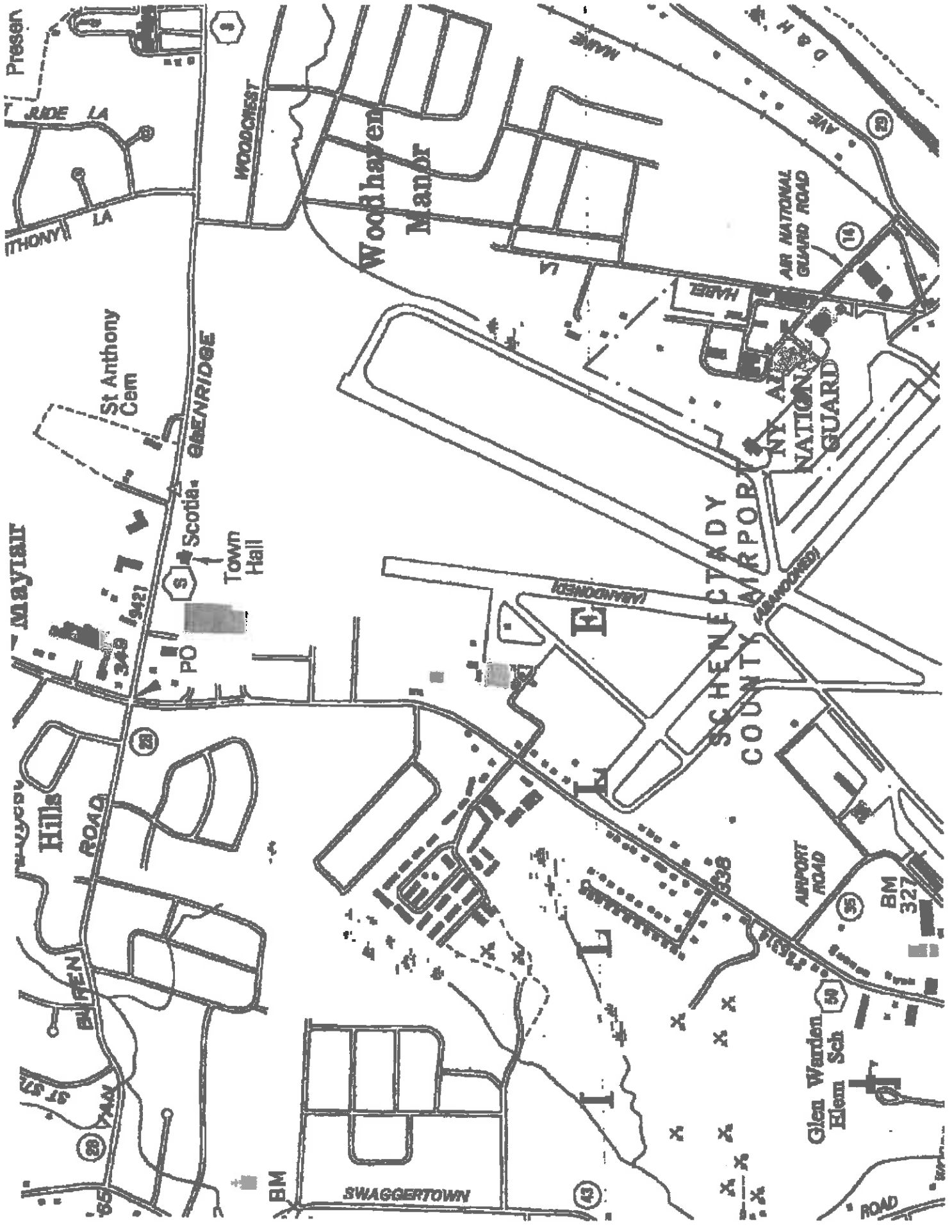
50

MADE

(ABANDONED)

(ABANDONED)

338



LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023
Reference: Rules
Dual Reference:
Initiative: R 41

Title of Proposed Resolution:

A RESOLUTION TO ADOPT THE SCHENECTADY COUNTY CLIMATE ACTION PLAN FOR GOVERNMENT OPERATIONS

Purpose and General Idea:

Provides Authorization to Adopt the Schenectady County Government Operations Climate Action Plan

Summary of Specific Provisions:

Authorization to adopt the Schenectady County Government Operations Climate Action Plan (CAP)

Effects Upon Present Law:

none

Justification:

The adoption of this plan signifies a worthy endeavor in addressing the effects of climate change and aids the County in achieving Silver-level status with Climate Smart Communities. This is a strategic plan that sets goals and outlines initiatives for the County to reduce its greenhouse gas (GHG) emissions. As well as facilitate coordination between broader community engagement and local government leadership. (CAP) also, supports effective action over time by establishing methods for measuring progress and adjusting accordingly.

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 *RF*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature

Date: June 9, 2023

Re: Authorization to Adopt the Schenectady County Government Operations Climate Action Plan

The Schenectady County Government Operations Climate Action Plan (CAP) is strategic plan that sets goals and outlines initiatives for the County to reduce its greenhouse gas (GHG) emissions. Using the Government Operations GHG Emissions Inventory as the foundation, this CAP identifies priority actions within the County's land usage, vehicle fleet, facilities and infrastructures, waste management, and energy consumption. This document can be used to facilitate coordination between broader community engagement and local government leadership, and it supports effective action over time by establishing methods for measuring progress and adjusts accordingly.

The adoption of this plan signifies a worthy endeavor in addressing the effects of climate change and aids the County in achieving Silver-level status with Climate Smart Communities.

I recommend your approval.

Schenectady County Climate Action Plan for Government Operations

Local Actions for Reducing Greenhouse Gas Emissions



Produced by: Schenectady County Climate Smart Communities Task Force

Approved by the Schenectady County Legislature

6/13/2023

Credits & Acknowledgements

Local Government Officials and Staff

- Legislator Sara Mae Pratt
- Legislator Richard Ruzzo
- County Manager Rory Fluman
- Deputy County Manager Shane Bary
- Charles Davidson, Sustainability Coordinator

Community Stakeholders

- Khila Pecoraro, Cornell Cooperative Extension Recycling Educator
- Alex Lykins, Schenectady County Environmental Advisory Council Chair
- Portia Zwicker, Schenectady County Environmental Advisory Council Board Member

Plan Contributors

- Divya Forbes, Climate Smart Communities Task Force Staff
- Numa Khan, Climate Smart Communities Task Force Staff
- Nicholas Klemczak, Executive Director of the Soil and Water Conservation District

External Agencies and Partners

- Capital District Regional Planning Commission
- New York State Department of Environmental Conservation
- New York State Energy and Research Development Authority
- New York State Climate Smart Communities



The Climate Smart Communities (CSC) program began in 2009 as an interagency initiative of New York State. The program is jointly sponsored by the following New York State agencies: Department of Environmental Conservation (DEC); Energy Research and Development Authority (NYSERDA); Department of Public Service; Department of State; Department of Transportation; Department of Health and the Power Authority (NYP&A). DEC acts as the main administrator of the program.

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Executive Summary

New York State (NYS) is already experiencing the impacts of climate change and has made climate mitigation one of the top priorities for the state. Over 350 local governments have adopted the NYS Climate Smart Communities (CSC) Pledge to reduce greenhouse gas (GHG) emissions and prepare for the effects of a changing climate. Climate Smart Communities is a New York State program that assists local governments in the venture to reduce greenhouse gas emissions (GHG). Schenectady County is launching a new Government Operations and a Community Climate Action Plan to strategically implement actions that will result in reduced energy demand and GHG emissions across four focus areas including land use & transportation, the built environment, waste & recycling, and energy. A climate action plan (CAP) is a strategy document that sets goals and outlines a set of initiatives that a municipality can implement to reduce greenhouse gas (GHG) emissions. Using a GHG emissions inventory as the foundation, a CAP defines GHG reduction targets and identifies which CSC priority actions can help achieve GHG reduction goals.

Created by the County Manager's office, the creation of a government operations Climate Action Plan for Schenectady County will not only address climate protection, but it will also result in energy savings and advance community goals for public health and safety. By choosing to act now, Schenectady County is taking a leadership role in mitigating the impacts of climate change and aligning its goals with New York State's Climate Leadership and Community Protection Act (also known as the Climate Act), which requires a reduction in GHG emissions of 40%

Land Use & Transportation

- Goal #1: Increase the use of high-efficiency and electric vehicles and equipment used by the County
- Goal #2: Reduce miles driven by County employees by incentivizing public transportation

Built Environment

- Goal #1: Increase the conversion rate of interior LED lights
- Goal #2: Utilize energy building audits to identify more energy efficiency opportunities

Solid Waste

- Goal #1: Implement an organic waste reduction program
- Goal #2: Development guidelines for waste reduction at County special events

Energy

- Goal #1: Identify excesses in renewable energy credits and sell them to county partners
- Goal #2: Identify opportunities for collaboration with the county and its municipal partners for renewable energy initiatives

by 2030 and 85% by 2050. Based on the Community and Government GHG inventories, the proposed overall goal is to reduce County-wide energy usage and GHG emissions 40% from 2010 levels by 2030 and an 85% reduction from 2010 levels by 2050, and net zero emissions by 2040. This goal is in line with other municipalities in New York State registered as Climate Smart Communities. This plan seeks to ensure that Schenectady County embraces environmentally friendly initiatives.

Introduction

Call for Local Climate Action

Given the overwhelming consensus that greenhouse gas (GHG) emissions are causing the climate to change, Schenectady County is committed to addressing GHG emissions at the local level. Schenectady County recognizes the risk that climate change poses to its community and is taking action to reduce the GHG emissions through the initiatives laid out in this Climate Action Plan.

The region may also experience more extreme weather events such as ice storms, thunderstorms bringing hail and tornadoes, and tropical storms including hurricanes and nor'easters.

Climate change will affect regions of New York State in different ways. The New York State Energy Research and Development Authority (NYSERDA) completed Responding to Climate Change in New York State (ClimAID), a comprehensive report that details the projected impacts of climate change across New York State. According to this study, Schenectady County could experience an increase in temperature, including more frequent and extreme high heat days and heat waves, and more intense and frequent precipitation events. Table 1 (below) summarizes the impacts on Schenectady County as described by ClimAID. Extreme heat could jeopardize public health in the county due to degraded air quality, increased risk of heat related illnesses such as heat stroke, and increased exposure to vector-borne diseases such as Lyme disease and West Nile virus. A warmer climate could also put natural resources at risk by creating additional stresses on already sensitive ecosystems, such as the introduction of new non-native species. More intense precipitation events could cause significant flooding along the Mohawk River as well as in urban areas due to overwhelmed stormwater systems. This flooding could threaten a range of infrastructure from sewer and water to transportation and energy.

TABLE 1 ClimAID Projections for the 21st Century: Schenectady County (NYSERDA Region 5)

Mean changes	Likelihood	Description
Increase in mean temperature	Extremely likely	Increase by 1.5° to 3° F by the 2020s, 3° to 5.5° F by 2050, and 4° to 8° F by the 2080s
Increase in annual precipitation	Likely	By the 2050s, the county could experience up to a five percent increase in overall precipitation and between a five and ten percent increase by the 2080s. Much of the increase in precipitation is expected to fall during the winter months. Snowfall may increase in the next few decades due to intensified lake-effect snow (less ice coverage on the Great Lakes means more moisture in the air). However, by mid-century, lake-effect snow will decrease as temperatures below freezing become less frequent.
Extreme events		
Increase in extreme heat events	Very likely	Schenectady County can expect an increase in average annual high heat days and heat waves. Projections of future high heat days and heat waves show an increase of 18 to 75 annual days over 90° F, with two to nine heat waves occurring annually by late century for the county.
Increase in intense precipitation and flooding events	Likely	Despite a minimal increase in the annual precipitation, larger increases are projected in the frequency, intensity, and duration of extreme precipitation events. Extreme precipitation events are defined as days with more than one or two inches of rainfall. The number of days in the region with rainfall exceeding one inch is projected to increase from 10 (current conditions) to 8 to 12 days by the 2020s, 9 to 12 by the 2050s and 10 to 14 by the end of the century.
More common short-duration warm season droughts	More likely than not	By the end of the century, the number of droughts is likely to increase due to projected higher temperatures that will cause evaporation rates to surpass the projected increase in precipitation. However, there is a significant amount of uncertainty in this projection, as droughts are difficult to predict and are affected by a wide range of factors.

Benefits of Climate Action Planning

The primary objective of the Climate Action Planning Process is to create an engaging, inclusive, community-wide process that identifies and prioritizes goals, strategies, and initiatives that will conserve energy and reduce GHG emissions both from County operations and throughout the community. This Climate Action Plan takes advantage of common-sense approaches to improve air quality, lower energy costs, improve transportation and accessibility, reduce the community's carbon footprint and benefit Schenectady County for years to come. While Schenectady County cannot address climate change by itself, government policies and practices can dramatically reduce GHG emissions from a range of sources in the community.

CAP Process, Goals & GHG Reduction Targets

The County has formulated this plan with municipal partners, and community organizations, such as Cornell Cooperative Extension and the Schenectady County Soil & Water Conservation District.

Local Climate Action Planning Process

1. Determine leadership and CAP framework.
2. Develop communication and engagement strategy.
3. Complete and analyze baseline assessments
4. Identify goals and GHG reduction targets.
5. Identify existing and potential initiatives.
6. Prioritize initiatives.
7. Create a plan for implementing the chosen initiatives.
8. Establish metrics.
9. Write the CAP, adopt it, and make it publicly available.

Climate Action Plan Focus Areas

The Climate Action Plan identifies GHG emissions resulting from local government operations activities within Schenectady County. It addresses the major sources of emissions in focus areas and sets objectives and strategies that Schenectady County can implement to achieve greenhouse gas reductions. The focus areas that this plan addresses are as follows: land use & transportation, built environment, waste & recycling, and energy. These sectors were identified as the most significant sources of GHG emissions and therefore are the areas where reduction strategies have been identified.



Land Use & Transportation

- Mobile fuel use for passenger vehicles, trucks, railways, aviation, and marine transit



Built Environment

- Energy used in residential, commercial, industrial, government buildings or facilities



Waste & Recycling

- Non-energy /greenhouse gas emissions from landfills and wastewater treatment plants



Energy

- Indirect emissions at regional power plants caused by using electricity in the County

Outreach Efforts

This draft was made available for public comment and review from May 31st, 2023, to June 13th, 2023, by being posted on the County website. It then went to the County legislature for approval and to be formally adopted. The document will be made publicly available on the County sustainability website.

CAP Framework and Goals

The Schenectady County completed a greenhouse gas (GHG) emissions inventory to identify the largest sectors of emissions. Based on the GHG baseline analysis and input from community stakeholders, focus areas were developed to streamline and cross-coordinate actions between the local government and the community to reduce emissions across these sectors. The Schenectady County Climate Action Plan creates a framework for documenting and coordinating efforts by providing information about each initiatives' estimated implementation timeframe, costs, and potential leaders and partners. Each focus area includes a list of actions that will help to achieve the goals and reduction targets established during the climate action planning process.

GHG Reduction Targets

The Climate Action Plan is a critical component of a comprehensive approach to reducing Schenectady County emissions. Schenectady County is committed to achieving an overall GHG emissions reduction target of 40% percent by 2030. This reduction target can be met if each focus area implements the list of recommended actions to achieve the reduction target set for that sector. The goals and reduction targets for each of the focus areas are summarized in the following outline.

Transportation

- Goal #1: Increase the use of high-efficiency and electric vehicles and equipment used by the County
- Goal #2: Reduce miles driven by County employees by incentivizing public transportation
- Reduction Target: 20% from 2021 levels by 2030

Built Environment

- Goal #1: Increase the conversion rate of interior LED lights
- Goal #2: Utilize energy building audits to identify more energy efficiency opportunities
- Reduction Target: 20% from 2021 levels by 2030

Waste & Recycling

- Goal #1: Implement an organic waste reduction program
- Goal #2: Development guidelines for waste reduction at County special events
- Reduction Target: 20% from 2021 levels by 2030

Energy

- Goal #1: Identify excesses in renewable energy credits and sell them to county partners
- Goal #2: Identify opportunities for collaboration with the county and its municipal partners for renewable energy initiatives
- Reduction Target: 20% from 2021 levels by 2030

Current Climate Protection Initiatives

Climate change is not always separate from the other challenges faced by Schenectady County, such as budget constraints, water quality, infrastructure maintenance, or community health. Climate change is a result of the land use, transportation and energy use decisions that have evolved over generations and requires coordinated solutions.

Schenectady County has already begun to reduce greenhouse gas (GHG) emissions through a variety of plans, programs, policies, and actions. With these milestones completed and a Climate Action Plan to guide the way, the County is better positioned to implement initiatives to reduce energy use, costs and GHG emissions for local government operations. Schenectady County's sustainability efforts and leadership in addressing its contributions to climate change pre-date this plan by several decades. The Schenectady County Environmental Advisory Council (SCEAC) has led the community regarding environmental initiatives since 1971. At that time, SCEAC was established by the Schenectady County Legislature to foster unified action on issues affecting the preservation, development, and use of the natural and man-made features of the County. Over the past ten years, the Schenectady County government has taken many actions to reduce overall energy consumption throughout the community and within its own operations. Its efforts serve as an excellent example for the rest of the community. The Schenectady County Sustainability website promotes the County's actions and encourages residents and businesses to follow suit. Since 2004, the County has worked with the New York State Energy Research and Development Authority (NYSERDA) to take advantage of state resources to improve energy efficiency within County government operations and through the broader community. This includes the County's approach to development; projects utilizing assistance from the Metroplex Development Authority are strongly encouraged to work with NYSERDA to stabilize utility costs. In years past, County residents have also participated in programs such as:

- Energy Smart Communities
- Flexible Technical Assistance Program (FlexTech)

- Small Commercial Energy Audit Program
- The Empower program for income-eligible renters and homeowners

The County has been improving the energy efficiency of its buildings as a low-cost, high return way of going green and saving taxpayer dollars. As early as 2004, the County had an energy performance audit done at the County Central Library. Through the NYSERDA Small Commercial Energy Audit Program, the County also had six of its buildings audited in 2009, including:

- Two Department of Engineering and Public Works (DEPW) Garages
- Airport Tower
- Glenville Library
- Niskayuna Library
- Rotterdam Library

The audits resulted in numerous energy conservation measure (ECM) recommendations. In 2011, the ECMs were implemented in the Airport Tower and DEPW Garages and have resulted in an annual energy savings of 806 MMBTU (million British Thermal Units), a GHG emissions reduction of 29.4 metric tons CO₂e, and an annual cost savings of more than \$15,000. With an investment of approximately \$88,000, the simple payback on these investments will take less than six years. The County is continually looking for cost-effective ways to improve its building efficiency and is taking the appropriate steps to achieve this goal. Most recently, the County conducted an energy audit of its Recreational Facility through the NYSERDA FlexTech program to identify opportunities for energy improvements. In addition to building efficiency, the County has pursued other means of reducing its energy consumption. The County also previously adopted

a series of resolutions, also known as the 7-Point Plan. The 7-Point Plan endorses New York State's goal of reducing government energy costs by 15 % by 2015. It outlined strategies to achieve this goal, including:

- The adoption of an ENERGY STAR Purchasing Program, requiring the County to purchase ENERGY STAR equipment whenever available and feasible.
- The adoption of a requirement that all new County buildings with an area with an area greater than five thousand square feet meet the Silver standard of the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED). This requirement has resulted in the new County nursing home being designed to meet LEED Silver standards.
- The deployment and implementation of a County employee energy conservation and recycling policy

The Department of Engineering and Public Works (DEPW) has also begun to pursue improvements to its vehicle fleet that will increase fuel efficiency and help transition the fleet to cleaner burning fuels. For example, the DEPW is now using animal fat waste (a meat processing byproduct) as a biodegradable synthetic engine oil in place of traditional petroleum oil. The DEPW is also working to identify additional measures of improving energy performance and reducing fossil fuel use within its fleet operations. Starting in 2022, the Department has begun replacing the County's fleet to hybrid and electric vehicles.

Schenectady County has also taken steps to convert interior lights to LED in order to be more energy efficient. With over 800,000 square foot in either county owned or leased space, the completion of this project is no small feat. The County has currently converted around 60% of the space, with plans to complete the project in the near future.

The Schenectady County Conservation District also encourages county residents and employees to recycle yard waste at the compost and recycling facility. Recycling and composting are two simple ways to be Earth Wise and Soil Smart. When residents and employees recycle and compost, they keep natural and reusable materials out of landfills, rivers,

and streams, reduce dependence on new raw materials, save energy, and improve our soils.

As of 2023, the County has also completed the conversion of streetlights to LED. The County has 348 streetlights, and they accounted for 2% of GHG emissions in 2021, although that might percentage will change in future emissions inventories since the project was completed in 2023.

The County, through the Department of Economic Development and Metroplex Authority, also has a successful track record in remediating and redeveloping brownfield sites. The former Big N Plaza in Schenectady was redeveloped using New York State's Brownfield Program. The new building is LEEDs Gold certified, thus making it an example of a green building on a former brownfield site. The main Alco facility within the county was also remediated, triggering a \$600 million development project that included hotels, a casino, boat docks, walking trails and more. Across from SUNY Schenectady County Community College a former gas station was remediated and turned in a student housing complex. These sites, and many more are examples of the efforts Schenectady County has put in to remediate brownfield sites.

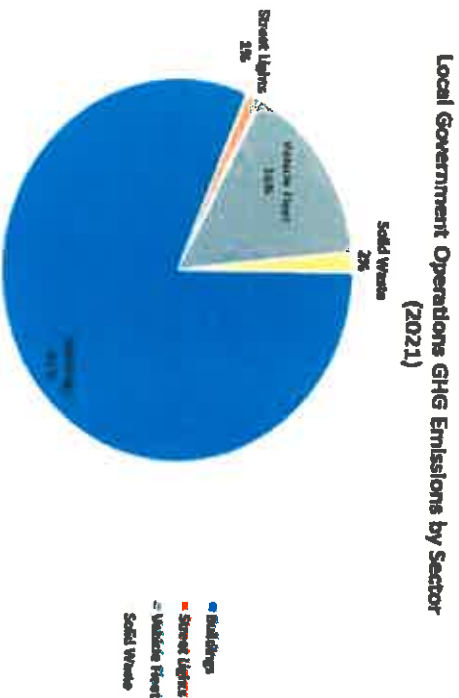
The County has also right-sized culverts. One was a bridge that was right sized due to the damage done to this culvert located on Duaneburg Churches Road in Duaneburg, NY during Hurricane Irene. The project was completed in 2013. The second culvert project was rightsized in 2019 and is located on Scotch Ridge Road in Schenectady, NY. The existing corrugated plate arch pipe was in poor condition and needed to be replaced and was replaced with a three-sided concrete arch culvert. The width of the culvert remained approximately the same due to steep embankments on the outlet of the pipe which could undermine at least one structure built adjacent to the embankment. To increase flow area, we increased the height of the structure which doubled the flow area of the culvert.

Local Government GHG Inventory Assessment

TABLE 2: LOCAL GOVERNMENT GHG INVENTORY

Identify & List GHG Emissions Sectors Below:	Enter the Unit of Measurement (Metric Tons of CO ₂)
Buildings	8,840
Street Lights	150
Vehicle Fleet	1,718
Solid Waste	175

FIGURE 4: LOCAL GOVERNMENT GHG INVENTORY



A local government operations GHG inventory was conducted for Schenectady County for the baseline year 2021. The local government GHG emissions inventory accounts for emissions associated with facilities, vehicles, and other processes that are owned and operated by Schenectady County. The identified sources of emissions related to government operations are listed in the green table and represented in the accompanying graph. The baseline year was selected as 2021 due to the availability of County operations energy data. This GHG inventory has helped to identify how the County can achieve reductions in energy consumption, costs, and GHG emissions. The results of the government inventory indicate the top sources of GHG emissions are from buildings and the vehicle fleet. For this reason, the strategies in this Climate Action Plan have been organized around energy, transportation, and waste. Wherever applicable, the strategies indicate potential greenhouse gas reductions and identify the sectors within the baseline inventory where reductions are likely to occur. The inventory was completed according to the accounting and reporting methodologies outlined in the Local Government Operations Protocol, Version 1.1 (LGOP). The inventory includes the County's GHG emissions from three "scopes" as defined by the WRI/WBCSD1 GHG Protocol Corporate Standard and assesses emission of all six internationally recognized greenhouse gases – carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆).

Scope 1: Direct GHG emissions from County vehicle fuel combustion and leaking refrigerants as well as from combustion of natural gas, propane, and heating oil in County buildings.

Scope 2: Indirect GHG emissions associated with purchased electricity. These emissions occur at an electric power plant that is not owned by the County but are the result of electricity consumption taking place within County government operations.

Scope 3: All other indirect GHG emissions (those associated with County government activities but do not occur in County-owned facilities or vehicles).

Figure 4 shows the GHG emissions resulting from the day-to-day operations of a local government. The Schenectady County buildings are the largest source of GHG emissions, comprising approximately 81% of 2021 of Schenectady County emissions. The emissions come from fossil fuels used in the vehicle fleet. Improving the efficiency of all sectors will significantly reduce the climate impact of county government operations.

Existing Renewable Energy Targets and Emissions Savings as a Result of Implementation

The existing renewable projects within the municipality are solar fields around the County, and the Schenectady County Solar Energy Consortium. The Schenectady County Solar Consortium grew out of the County-Wide Shared Services Property Tax Savings Plan required by the 2017-2018 New York State budget and was unanimously approved by the County and each of the eight county municipalities in August of 2017. The solar farms were built by DSD Renewables, formerly GE Solar, at no expense to County taxpayers and are projected to save taxpayers

over \$44 million over the expected 25-year lifetime of the system. The system has a 266.2Mw of solar energy capacity, which can create 32Mw/h of energy. The final site, located at the landfill on Barhydt Road in Glenville, came online in July of 2021.

In addition, Schenectady County currently has numerous solar projects through Monolith Energy, now owned by Empire Solar, producing nearly 5mw of power annually, enough to power approximately sixty percent of all County facilities. Projects include solar farms on Hetcheltown Road in Glenville, Hillside Business Park in Niskayuna, and Burdeck Street and Wedgewood Heights Solar Farm in Rotterdam, along with roof top solar installations at the County Recreation Center and Ice Rink, highway garage, Rotterdam Branch Library, Phyllis Bornt Branch Library and Literacy Center, and the Schenectady County Business Center.

In 2021, Monolith solar sites generated 3.4 million kWh of electricity and the Schenectady County Solar Consortium generated 18.3 million kWh. The County received renewable energy credits through both of these projects.

Focus Area - Transportation

Besides emitting greenhouse gases, transportation fossil fuels cause air pollution and affect our health. Transportation accounts for 16% of Schenectady County's total GHG emissions. It should be noted that this does not include employee commute data because this data was not available at the time of this plan's formulation. Schenectady County's goals are to decrease vehicle miles traveled (VMT) by employees and increase access to electric vehicles or alternative fueling infrastructure. The implementation of the actions listed in the CAP will position Schenectady County to make substantial progress toward the overall emissions reduction target for transportation to achieve a 20% from 2021 levels reduction by 2030. Schenectady County's municipal fleet includes the vehicles used by the Department of Engineering and Public Works and other municipal vehicles, many of which are part of a shared pool. The GHG inventory reports illustrates that the County vehicle fleet emitted 1,718 metric tons of CO2 emissions in 2021. This includes both traditional gasoline and conventional diesel. The calculation for this emission report involved converting gallons of gas and diesel to pounds of CO2, and then pounds into metric tons of CO2. At the time of the report, the County did not employ any electric or hybrid vehicles, but the County purchased 2 electric vehicles in 2022 and 4 hybrid vehicles in 2023, which will affect future emissions reports. As the vehicles age, the County needs to replace them and will aim to do this in the most fuel-efficient and cost-effective manner. Plans have been put forth that Schenectady County recently partnered with the Capital District Transportation Authority (CDTA) to offer all county employees a free Navigator card for use on the entire CDTA bus route network. With this, employees are also eligible for free use of the CDPHP Cycle! Ride-Share bicycles. This action significantly reduced barrier to using public transportation. The County hopes to expand this program by rewarding employees for the use of public transit. The graphic on the following page represents actions that County hopes to take, but that require a considerable amount of planning and financial resources.



Focus Area - Transportation

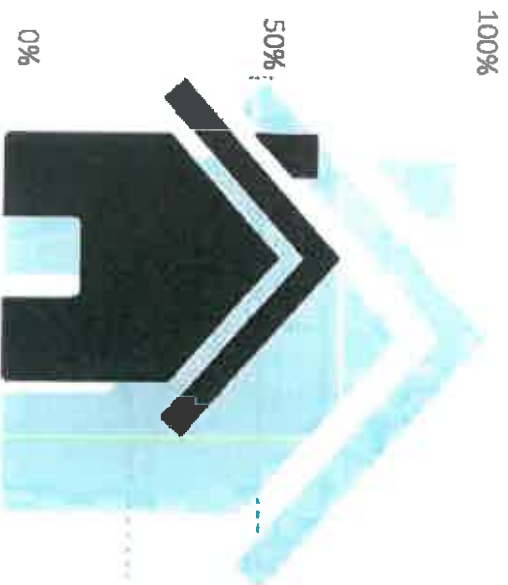
- 16% of Total GHG Emissions.
- Goal #1: Increase the use of high-efficiency and electric vehicles and equipment used by the County
- Goal #2: Reduce miles driven by County employees by further incentivizing public transportation
- Reduction Target: 20% from 2021 levels by 2030.

Focus Area - Transportation

Action Prescription	Timeframe	Funding	Leadership	Progress Metrics
Replace traditional vehicles with hybrid or electric vehicles	Long: 5+ Years	\$\$\$	Department of Engineering and Public Works	# of vehicles in fleet by type and size % of fleet replaced # of gallons of fuel consumed
Incentivize public transit options for government employee commuters/Reward employees for the use of public transit	Medium: 1-4 Years	\$\$	Department of Human Resources	# of applicants for public transit passes # of public transit commuters

Focus Area - Municipal Facilities

The Municipal Facilities category includes all electricity or energy used in government buildings or facilities. This category accounts for 81% of Schenectady County's total GHG emissions, with around 8,840 metric tons of CO2 being emitted. This includes both indirect and direct emissions and is the sector with the largest amount of emissions. Schenectady County's goals are to increase energy efficiency of government-owned buildings. The implementation of the actions listed in the CAP will position Schenectady County to make substantial progress toward the overall emissions reduction target for Municipal Facilities to achieve a 20% percent reduction by 2030. The two overarching goals for municipal facilities are to: increase the conversion rate of interior lights to LED, and to utilize building energy audits to identify more energy efficiency opportunities. The county currently owns and leases 814,111 square footage of property. Including leased space, the County has converted around 60% of the total square footage to LED lights, with a goal of substantially increasing this percentage in the near future. A building audit is a comprehensive analysis of a building's energy consumption to determine how energy is being used. Using the results from energy audits, the County can begin to identify best practices to maximize consumption, while reducing expenses and greenhouse gas emissions.



Focus Area - Municipal Facilities

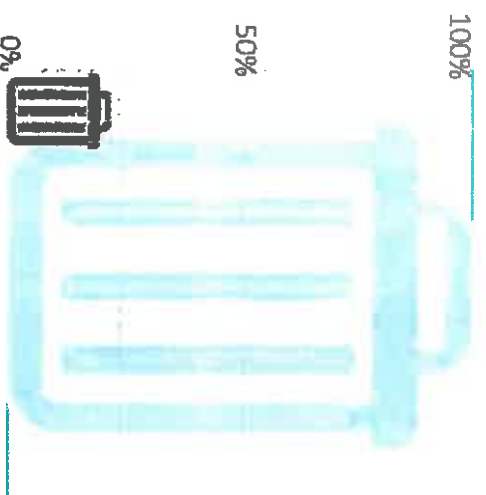
- 81% of Total GHG Emissions.
- Goal #1: Increase the conversion rate of interior lights to LED
- Goal #2: Utilize energy building audits to identify more energy efficiency opportunities
- Reduction Target: 20% from 2021 levels by 2030.

Focus Area - Municipal Facilities

Initiative	Timeline	Cost	Responsible	Key Metrics
Conduct energy audits of local government buildings	Short: <1 Year	\$\$	Department of Engineering and Public Works/Department of Facilities	# of buildings audited
Increase the conversion rate of interior lights to LED	Medium: 1-4 years	\$\$	Department of Engineering and Public Works	# of light fixtures replaced # of kWh of electricity consumed (annually)

Focus Area - Solid Waste

County waste includes all non-energy, greenhouse gas emissions from landfills and would normally include wastewater treatment plants, but the County does not operate any wastewater treatment plants. Waste accounts for 2% of Schenectady County's total GHG emissions. It should be noted that this metric does not include recycling data, but it is assumed that incorporating that data into this metric would shift the estimates. Schenectady County's goals are to reduce the amount of solid waste sent to landfills by composting and recycling and encourage county employees and residents to be environmentally conscious consumers. The implementation of the actions listed in the CAP will position Schenectady County to make substantial progress toward the overall emissions reduction target for reducing waste to achieve a 20% reduction from 2021 levels by 2030. Two ways in which the County strives to efficiently reduce GHG emissions from waste & recycling is to implement an organic waste reduction program and to develop guidelines for waste reduction at county special events. Organic waste, such as food waste, becomes a source of methane production when disposed of in landfills. By reducing the amount of organic waste that is placed in landfills that is recyclable, the County hopes to eliminate waste at the source. Mechanisms for this include educating employees and establishing waste reduction policies. Collecting food waste from government buildings would be a start to incorporating such a policy in the workplace. Furthermore, through a subsidiary organization, SCEAC, the County has created a Zero Waste Event Management Guide that encourages the County government to consider how events can be more sustainable.



Focus Area - Solid Waste

- 2% of Total GHG Emissions.
- Goal #1: Implement an organic waste reduction program
- Goal #2: Develop and implement guidelines for waste reduction at County special events
- Reduction Target: 20% from 2021 levels by 2030.

Focus Area - Solid Waste

Action Description	Timeframe	Funding	Leadership	Progress Metrics
Organic Waste Diversion Programs	Medium: 1-4 Years	\$\$	Department of Economic Development and Planning/Schenectady County Cornell Cooperative Extension	Organic Diversion Rate Number of Composting Bins distributed
Develop and implement guidelines for waste reduction and County special events	Short: <1 Year	\$	SCBAC	Recycling rate/Number of participants at County special events

Focus Area - Energy

One way to protect against volatility in energy costs is to supplement county facilities with on-site energy generation using renewable resources. A local government is well suited to reap the long-term benefits of renewable energy generation projects. Renewable energy resources can and have helped the County better control energy costs. There are several opportunities within Schenectady County for renewable energy generation. It is strongly recommended that the County formalize a clean energy program examining the potential for using renewable forms of energy such as solar energy. In 2021, monolith solar sites generated 3.4 million kWh of electricity and solar consortium generated 18.3 million kWh. It will be important, however, to decrease energy usage through implementation of energy conservation and efficiency improvements prior to renewable energy installations. It is recommended that Schenectady County use *ENERGY STAR Portfolio Manager* to track energy usage in all County facilities. *ENERGY STAR Portfolio Manager* is a free web-based program that can be used to monitor energy use, set goals, and measure progress for energy efficiency improvement projects over time. Identify under-performing buildings to target for energy efficiency improvements, and track energy and cost savings over time. The County can also identify excesses in renewable energy credits, received through our partnership with Empire Solar, and sell them to county partners, thus providing the county with a profit to be used in furthering the County's efforts to become more sustainable and emphasize the use of renewable energy sources. Another goal is to identify opportunities for collaboration with the county and municipal partners for renewable energy initiatives. The implementation of the actions listed in the CAP will position Schenectady County to make substantial progress toward the overall emissions reduction target for renewable energy to achieve a 20% percent reduction below 2021 levels by 2030.

Focus Area: Energy

- Goal #1: Identify excesses in renewable energy credits and sell them to county partners
- Goal #2: Identify opportunities for collaboration with the county and its municipal partners for renewable energy initiatives
- Reduction Target: 20% from 2021 levels by 2030.

Focus Area - Energy












Action Description	Timeframe	Funding	Leadership	Progress Metrics
Purchase and sell renewable energy credits (RECs)	Medium: 1-4 Years	\$\$	Department of Finance	% of renewable energy credits purchased
Postler County and municipal government cooperation for renewable energy initiatives	Medium: 1-4 Years	\$\$\$	Department of Engineering and Public Works/County Manager's Office	# of partners that partake in joint renewable energy projects # of projects initiated

Initiative Prioritization

Evaluation Criteria

Now that climate actions have been identified, one challenge was deciding where to start. Which action is the most important? How do we start implementing this plan? To address this challenge, Schenectady County used a rating system to strategically determine which initiatives should be prioritized for implementation based on local goals and priorities. Evaluation criteria were established by Schenectady County and its stakeholders to provide a framework for estimating benefits and identifying priority initiatives.

Schenectady County's current evaluation criteria include the following:

-  Implementation Capacity
-  Estimated Return on Investment (ROI)
-  Increased Resilience
-  Reduction of Energy Consumption
-  Community Health and Quality of Life
-  Local Job Creation Potential
-  Environmental Quality
-  GHG Emissions Reduction Potential
-  Funding Feasibility
-  Fulfillment of CSC 10 Pledge Elements
-  Implementation Timeframe

Transportation Priorities



RANK	ACTION DESCRIPTION
1	Adopt a government vehicle fleet efficiency policy
1	Adopt an anti-idling policy for government vehicles
1	Right-size the local government fleet to increase fuel efficiency
1	Replace government vehicles with electric or hybrid vehicles
1	Subsidize or incentivize public transit options for government employee commutes
2	Implement a car-sharing program for local government staff
2	Adopt a policy allowing government employees to telecommute to reduce commuter trips
2	Replace government vehicles with alternative fuel vehicles
2	Engage government employees through a green pledge or competition
3	Incorporate green practices into HR trainings for government employees
3	Adopt green parking lot standards for transit-oriented developments (TOD) or municipal centers

Transportation Priorities

The above transportation priorities were selected for a number of reasons, and this section will briefly describe the justification for a few of the priorities.

A green fleet efficiency policy will help the County develop a schedule to phase out its older, less efficient vehicles and replace them with hybrid and alternative-fuel vehicles, including electric vehicles. The green fleet policy will ensure that fuel-efficient vehicles are purchased, alternative fuel vehicles considered where applicable. Heavy-duty and emergency vehicles will be excluded from this policy. The timeframe for this is two-fold; the policy could be adopted in the short-term, but it would take longer to phase out the vehicles and improve efficiency. There is a low cost of implementation. Phasing out older, inefficient vehicles on schedule and replacing them with more efficient vehicles does not require substantial additional funding. Vehicles with higher fuel economy do not necessarily cost more; however, alternative fueled-, hybrid- or electric vehicles often cost more. Incorporating more cleaner-burning fuels such as biodiesel into existing fuel use is relatively low cost. Investing in newer technology such as electric and fuel cell vehicles would require significant investment. The funding feasibility is medium-level: A variety of NYSERDA opportunities exist to cover some of the costs of fleet efficiency upgrades including NYSERDA's Bio-Fuel Station Initiative: Driving Energy Independence for the Empire State Program Opportunity Notice (PON) 2290 and its Electric Vehicle Supply equipment (EVSE) Demonstration Program. The federal government also offers funding opportunities for fleet improvements through its Clean Cities Program. Furthermore, National Grid offers refunds for installing electric vehicle infrastructure.

Schenectady County has an anti-idling policy that it currently enforces for public works vehicles. The County should increase the internal enforcement of NY anti-idling rules and expand the existing anti-idling policy to include all of its non-emergency fleet vehicles. The timeframe to expand and enforcement of an anti-idling policy is short, and the cost to implement is low. The enforcement of the policy could be incorporated into existing police patrolling. Officers would need to be informed of the new policy and how it is being enforced. The County may want to consider posting signs and other notices to inform drivers of the policy, especially in high-risk areas such as near schools. Due to the low cost of implementation, the funding feasibility is high. Given the ease of implementation, this is a level 1 priority, but it is understood that the GHG emissions reduction potential is low. If idling is reduced, some reduction in vehicle fuel use could occur, although it would be very small compared to total vehicle fuel use, and therefore, the emissions reduction impact would be minimal. The policy may also provide some low indirect emission reductions for the community mobile sector.

The remaining actions, including incentivizing the use of public transit for employees, implementing car-share programs, incorporating green practices in HR on-boarding procedures, and many more, all represent actions that the County will continue to prioritize as it works towards reducing GHG emissions.

Municipal Facilities Priorities



Rank	Action Description
1	Conduct energy audits of local government buildings
1	Upgrade interior lighting in government buildings to LED
2	Adopt a green building standard for local government buildings/facilities
2	Install water efficient fixtures in government buildings
2	Install an Energy Management System (EMS) in more government buildings
3	Reduce number of outdoor lighting fixtures
3	Upgrade outdoor lighting (non-streetlight/traffic signal) to more efficient and/or solar

Municipal Facilities Priorities

The more than 30 buildings managed by Schenectady County, through its Facilities Department, are a major source of emissions and represent a tremendous opportunity to advance sustainability. The median age of commercial buildings in the United States is 32 years, and half of all commercial buildings were constructed before 1980. Making up much of our built environment, these older buildings have great potential to save money, energy, and water through efficiency upgrades.

Energy audits are a tool for identifying energy efficiency potential and measures. An energy audit is an important tool for finding such potentials for energy efficiency measures and for assessing the financial viability of County buildings. A simple level just includes a brief site inspection as well as assessing the broad energy input and output of a system – this identifies low-cost energy saving opportunities. Medium level audits include an in-depth analysis of energy costs, energy usage and system characteristics along with on-site energy demand measurements to identify energy efficiency measures which are more capital intensive and need to be aligned with the designated financial budget plan. The most sophisticated level includes an additional continuous monitoring of system data and process characteristics. The usage of energy building audits can be greatly beneficial to Schenectady County, as they will help the County identify areas of improvement as they relate to energy efficiency, thus reducing greenhouse gas emissions and ensuring that financially responsible practices are implemented. The timeline for this action is relatively short but does require a significant amount of funding to not only employ a private company to perform the audits, but also make the recommended changes to the buildings.

Upgrading interior light fixtures to LED bulbs represent a good investment in Schenectady County, not only financially but environmentally as well. LEDs do not require replacements as often as HID lamps, due to their long service life. LED lights also possess numerous safety advantages; they are normally lighter than older fixtures, making them safer to handle. They also operate at lower temperatures and are less likely to cause a burn if touched by accident. The County has upgraded about 60% of the square footage, meaning that progress has been made, but there are still significant measures that need to be made to complete this initiative. The timeline for completion is relatively short, but does require coordination with the County's utility company, National Grid.

The remaining actions, including adopting green building standards, installing water efficient fixtures and many more represent actions that the County will continue to prioritize.

Waste & Recycling Priorities



RANK	ACTION DESCRIPTION
1	Adopt a waste management strategy for government hosted special events
1	Provide recycling bins next to all trash receptacles in local government buildings
1	Provide food scraps collection bins in local government buildings
1	Implement an organic waste reduction program
2	Conduct a local government waste audit and track diversion rate over time
2	Adopt an Environmentally Preferable Purchasing Policy
2	Incorporate waste handling provisions in standard specs and government contracts
2	Engage employees through a green pledge or competition
2	Incorporate green recycling practices into HR trainings for government employees
3	Adopt a Zero Waste Initiative Policy where everything is reused, and all materials are viewed as resources
3	Participate in the EPA WasteWise Program

Waste & Recycling Priorities

There are a variety of strategies for reducing waste at County special events. Best practices on how to reduce waste and encourage reuse during events will be developed and the identified guidelines will be reinforced through on-going outreach and education. One example to encourage reuse is having reusable tableware versus single use items at County events. Another example to reduce waste is to staff zero waste stations with volunteers that help visitors discern what can be recycled or composted versus what qualifies as trash. The timeline for this is mid-term, 1-4 years due to the coordination efforts needed with County vendors and educating many volunteers on the proper way to dispose of food, so that they can inform visitors of County-hosted events.

Separating food and organics from the waste stream will have immediate and significant impact on the reduction of GHG emissions. County facilities serve food and therefore generate large amounts of food waste. The NYS DEC estimates that food scraps represent nearly 18 percent of the municipal solid waste generated each year in New York. The County could use its own facilities such as the Glendale Nursing Home and County Jail as a pilot to expand composting at the County Farm to include pre-consumer food waste. The US Composting Council published a report in 2009 titled Best Management Practices (BPMs) for Incorporating Food Residuals into Existing Yard Waste Composting Operations that may be helpful for the County to pursue this strategy. This is a longer-term strategy because it would require careful preparation and planning to expand the County Farm composting capabilities. It is also recommended that Cornell Cooperative Extension partners in these efforts as they have initiated food composting drop-off programs for County residents.

The County has an established purchasing policy which requires the purchase of ENERGY STAR rated appliances. Exploring an environmentally preferable purchasing (EPP) program can further reduce the County's direct impacts on solid waste generation and GHG emissions. The County should explore Environmentally Preferable Purchasing strategies by putting together an interdepartmental team that includes Information Technology, Purchasing, Facilities and other impacted departments. EPP strategies would consider things such as purchasing recycled materials, multi-function devices, printers which allow for double-sided printing and products that are more durable and come with less packaging. This strategy could be implemented in the short term with the creation of the interdepartmental team. The policy would be developed by this team and could be implemented within two years. There is minimal cost to create the team or implement the policy; however, staff time would be required. Some environmentally preferable products could have a minor cost premium, but they may also provide savings through waste and energy reduction. The funding feasibility is high due to the low cost of implementing an environmentally preferable purchasing program.

Energy Priorities



RANK	ACTION DESCRIPTION
1	Purchase and sell excess renewable energy credits
1	Foster collaboration with the County and its municipal partners for renewable energy initiatives
2	Purchase programmable Wi-Fi enabled thermostats
2	Implement computer maintenance monitoring systems
2	Ensure that capital project requests integrate energy efficiency
3	Perform facility energy efficiency improvements to County buildings
3	Encourage behavioral changes that decrease the demand for energy in County facilities

The County currently purchases Renewable Energy Credits (RECs). RECs are a method for allowing for a market transaction of the renewable attribute of energy generated by a renewable project. The County prioritizes RECs that incentivize additional renewable energy in New York State. Since the County receives renewable energy credits that sustain nearly 100% of their energy bills, the County is nearing the point to where they will have an excess number of credits, which cannot be transferred into monetary value. By selling these credits to County partners, the County would solve the problem of having too many credits, and help the partners by reducing their energy costs, which promotes the benefits of investing in renewable energy infrastructures.

The county will also seek to foster collaboration with community partners to enhance renewable energy initiatives. Incorporating municipal partners in efforts to establish a robust renewable energy presence in Schenectady County will pave the way for not only reducing GHG emissions across the County, but further partnerships on other issues. Renewable energy initiatives benefit the environment and taxpayers.

The purchase of programmable thermostats would allow for facility staff to control the temperatures of buildings during the day and evening, preventing energy loss from fluctuating temperatures. The installation of these thermostats can result in an estimated savings of ten percent on heating and cooling costs because they allow temperatures to be set for specific times, which are adjusted during periods of occupancy or non-occupancy. Schenectady County has installed HVAC digital control systems in all its major facilities, including the Central Library, the Correctional Facility, the current Glendale Home, the County Office Building, and the Courthouse. Programmable Wi-Fi enabled thermostats will allow Schenectady County to identify where and when any problems exist. In effect, the Wi-Fi component streamlines the programming and control of the thermostats and ensures that the thermostat is meeting its full potential in operating efficiency. The County should survey all buildings and identify where programmable Wi-Fi enabled thermostats could feasibly replace existing programmable thermostats. The building survey and the installation of any new Wi-Fi enabled thermostats could be completed within two years, meaning that the timeline is fairly short. Wi-Fi enabled thermostats are available to the public for \$75 to \$150 from standard retailers; it is anticipated that such equipment could be purchased under a New York State contract at a reduced cost for the County. The purchase and installation of Wi-Fi enabled thermostats could be funded through the budget line item of Building Repairs and Materials. Given the low cost to implement, the County may be able to absorb this cost within this line item without additional funding. The County would also have to invest staff time to conduct the building survey.

Moving Forward

Climate change mitigation may be a challenge, but it is also an opportunity to take action and make better energy choices that will make Schenectady County more stable and resilient in the future. Whether you are a local official, homeowner or renter, business owner or educational institution, this Climate Action Plan is a resource to all community stakeholders and offers the framework and resources needed to implement actions that will help the Schenectady County achieve the goals established for our community.

The Schenectady County Climate Action Plan for Government Operations will guide Schenectady County's GHG emissions reduction from its internal operations. The CAP outlines a course of action to reduce GHG emissions in the short term (2030) and lays a foundation for achieving long term GHG emission reduction goals by 2050. Schenectady County's Climate Action Plan has set an ambitious goal to achieve 40% percent reduction of greenhouse gas emissions by 2030, and an 85% reduction by 2050. Using the greenhouse gas emission inventory as a foundation, this Climate Action Plan has outlined a collection of measures and policies that reduce GHG emissions. To maximize success in implementing this plan, Schenectady County has included detailed information about the leadership and resources needed to act and ranked initiatives according to local priorities. With the Climate Action Plan as a guide, Schenectady County can take effective action in climate change mitigation as we implement municipal and community-wide programs, projects, and policies. The CAP will be most successful if it is fully integrated into the culture of the County through employee engagement and County leadership. It is important that each department takes steps to integrate applicable action items and goals into their operations to meet the reduction targets for the outlined years.

To remain relevant, the CAP should be viewed as a living document and will be revisited and updated regularly to address the changing environment. The County will regularly monitor the impact of the GHG emissions reduction measures being implemented and document changes every five (5) years in an updated GHG inventory. Completion of the actions recommended in the CAP will be overseen by the County Manager's office and the Sustainability Coordinator. To help ensure that the CAP effort persists, the Schenectady County Legislature will be requested to adopt this plan. To effectively engage stakeholders, the final CAP will be posted on the County website to ensure that it is available for public access or download. It is integral to the efficacy of this plan to update progress on initiatives annually. Departments learn from each other department's successes and from the obstacles they faced. Review of CAP progress will occur annually. The annual CAP review will include an updated energy usage report, and a full update to the GHG inventory (including baseline adjustments) every five years. The report will also include progress, changes, additions, and omissions to the action items based on changing technology and/or environment. A summary of the annual review will be available to all employees on the County website. Ideas and suggestions for recommendations for actionable items can be made in confidence to the Sustainability Coordinator. The annual update reports will also be shared with the public on the County website.

Schenectady County Local Government Operations Greenhouse Gas Inventory



A Preliminary Report for Baseline Year 2021



**Climate Smart
Communities**

Key Findings

Schenectady County began a 2023 municipal operations greenhouse gas (GHG) emissions inventory using 2021 as the base year. The County has undergone various sustainability initiatives since then, which are detailed in text throughout this inventory. This report summarizes data gathered and analyzed thus far. Some of key findings include:

- **Based on available data, the County spent over \$1.1 million on energy in 2021 and created over 10,000 metric tons of GHG emissions from its operations.**
- **Eighty-one percent of the GHG emissions from County operations came from the energy consumed in County-owned buildings and facilities. Therefore, the County should focus on energy conservation in its facilities to bring down emissions and costs.**
 - **This information is incomplete, as solar energy usage in buildings and facilities has not been entirely incorporated into County energy datasets. For example, the County owns several solar fields in Glensville, Niskayuna, and Rotterdam through a contract with Monolith Solar. In 2021, those solar sites generated 3.4 million kWh of electricity which translated to renewable energy credits for the County.**
 - **Additionally, energy costs of County-owned streetlights and fleet vehicles are not currently available.**
- **In order to set realistic GHG emissions targets, the County may need to expand this study in future years to incorporate data on refrigerant use within County-owned buildings.**
- **Primary energy sources used in County operations and perceived inefficiencies in County-owned streetlights, fleets, buildings, and facilities are costly to Schenectady, and reducing GHG emissions by just ten percent could save the County over \$1.00,000 annually.**
 - **Select County facilities, such as the Glendale Nursing Home and the Correctional Facility are some of the highest GHG emitters due to the nature of the services they provide. Conducting building audits on these facilities to reduce GHG emissions could have a large impact on County savings.**

GHG Accounting Overview and Sources Included

Municipal GHG inventories provide a baseline of emissions released due to day-to-day government functions. This baseline helps to set realistic emissions reduction targets and closely measure the impact of future municipal actions in climate change mitigation efforts. The information in this report can help Schenectady County reduce energy use, save taxpayer dollars and cut GHG emissions.

Communities typically chose one or more recent prior years to set a baseline. Schenectady County selected 2021 as the baseline year for this GHG inventory. When the preliminary assessment is finalized, the information in this report will serve as a baseline from which to track progress and measure the impact of future actions taken to reduce GHG emissions.

GHG Sources

This preliminary assessment considers most major GHG sources with a few exceptions, as noted below:

- **Electricity consumption.** Purchased electricity causes indirect emissions as the direct emissions are created at the power plants which the County does not run or own. LGOP requires electric consumption to be included in the analysis since municipalities can lessen the indirect emissions caused by purchased electricity by reducing their use of electricity. All metered use is considered in this study. National Grid is the main provider for Schenectady County.
- **Stationary fossil fuels.** The County facilities and operations only utilize natural gas. Some facilities utilized propane in the past, but no longer report the usage of propane in any of its facilities. Natural gas usage was collected from National Grid bills.
- **Transportation fossil fuels.** Within the combined fleet the County reported usage of gasoline, diesel, and electricity (for plug-in vehicles). This includes fuel used in both on-road fleet vehicles and off-road equipment.
- **Landfill solid waste emissions.** Schenectady County does not own or operate a landfill, meaning it has no direct emissions. The County elected not to use the LGOP option of estimating indirect footprint from solid waste generated by government facilities. Emissions from solid waste are often not included because the volume generated by government operations is difficult to measure and this source is usually less than 1-2 percent of a typical inventory.
- **Refrigerant usage.** Refrigerant usage and type in Schenectady County facilities, fleets, and operations was not available at the time of the report. To most County facilities, refrigerant usage is difficult to estimate and amount to less than 2 percent of a typical GHG inventory.

Data Organization

Schenectady County used the LGOP model to identify useful categories for organizing the data. Emissions were analyzed by fuel type, operational sector, and individual facility. Operational sectors were used as the high-level categories for GHG emissions (Table 1.).

Table 1. Sectors and Fuel Types Included in this Report

Sectors	Fuel Types Reported
Buildings & Other Facilities	Natural Gas and Electricity
Streetlights	Electricity
Vehicle Fleet	Gasoline and Diesel
Solid Waste	-

Solid waste refers to waste collected from various County operations. The County does not utilize solid waste for fuel purposes at this time and therefore estimated energy outputs were not included in this document. To provide standardized units across fuel types, energy use was measured in million British Thermal units (MMBtu) and GHG Emissions were measured in metric tons of carbon dioxide equivalents (MTCDE). Energy costs were recorded as nominal values from 2021. Expenditures were not adjusted for inflation due the fact that the baseline year chosen is a recent year.

Emissions and Energy Costs by Sector

County buildings and facilities and the County fleet together contributed to 97 percent of emissions in 2021. This remaining 3 percent is from County-owned streetlights and solid waste generated from County operations (Figure 1). Streetlights were kept as their own sector due to not being a part of the building emissions, and solid waste was kept as its own category since energy is not generated from solid waste created by County operations at this time. Despite comprising less than half of the overall County fleet, diesel-based vehicles emit over half of the fleet GHG emissions (Figure 2) Since solid waste was not used for energy purposes and did not have a fuel type, the solid waste sector was omitted from Figure 2.

Figure 1.
GHG Emissions by Sector

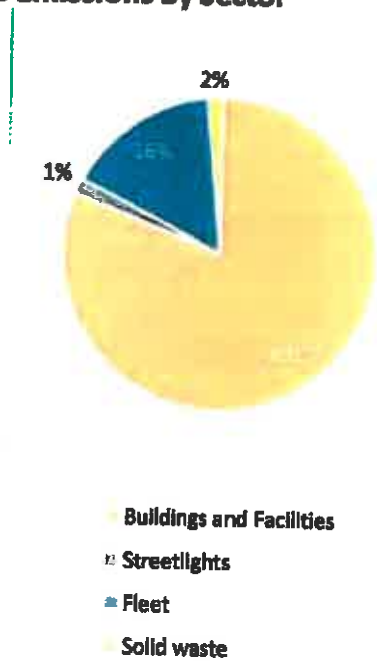
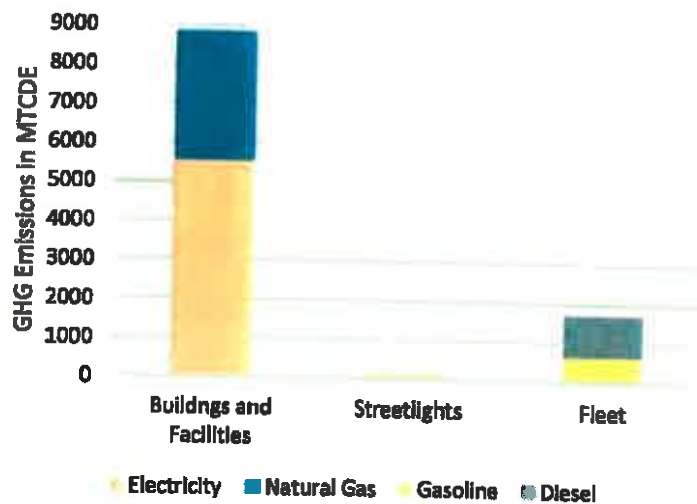


Figure 2.
GHG Emissions by Sector and Fuel Type



In 2021 Schenectady County's operations produced an estimated 10,883.9 metric tons of GHG emissions (Table 2). The County's emissions came from fossil fuel combustion, electricity consumption, and solid waste. The County consumed 202,111.9 MMBtu of energy and spent over \$1 million dollars on known energy costs (\$1,138,586.55) (Table 2). Cutting back just ten percent off this cost through energy conservation and continued efficient vehicle procurement would save over \$100,000 annually.

Table 2 shows the amount of GHG emissions produced, the amount of energy used, and the cost of the energy consumed across all sectors.

Table 2. Annual Energy Use, Cost and Emissions for 2021, by sector

Sector	GHG Emissions (MTCDE)	Energy Use (MMBtu)	Energy Cost (USD)
Buildings and Facilities	8,840	166,752.6	\$1,138,586.55

Streetlights	150	283	
Fleet	1,718.9	32,424.3	
Solid Waste	175		
Total Government	10,883.9	199,459.9*	\$1,138,586.55**

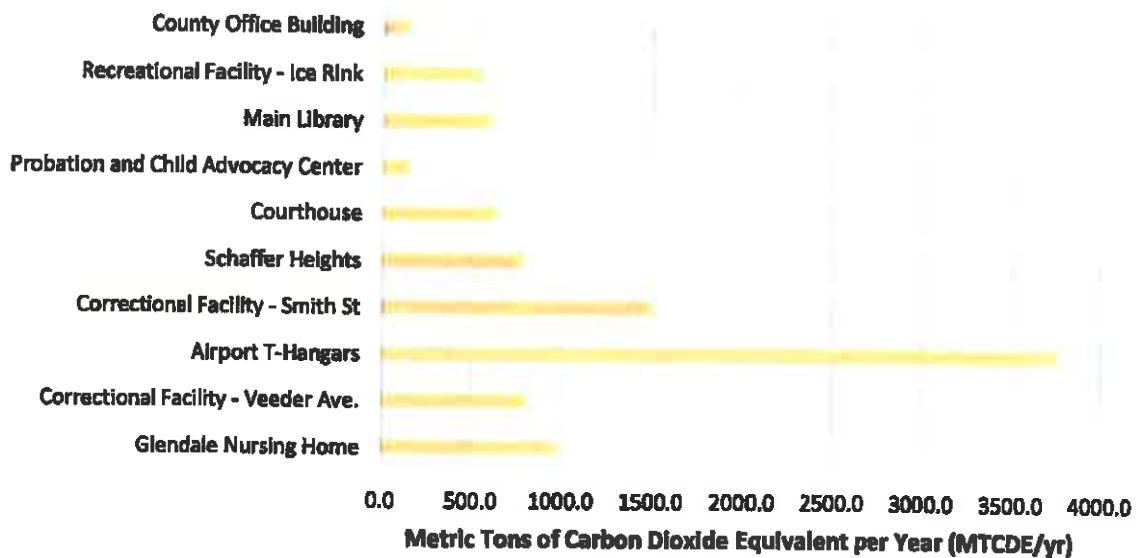
*The listed total does not include solid waste energy use because the County does not use solid waste for fuel purposes at this time

**The listed total does not include streetlight, fleet, or solid waste costs, and the estimated building and facilities cost may not accurately reflect additional energy costs from renewable energy sources

County Buildings and Facilities (83% of GHG Emissions)

County buildings and facilities made up the largest share of GHG emissions at an estimated 8,840 MTCDE in 2021. Schenectady County operates a total of 35 buildings and facilities that were examined in this study. These facilities consume natural gas and electricity. Figures 3 and 4 show GHG emissions and energy costs for the top ten emitters and costliest buildings and facilities in the County. Of the top 10, the highest sources of emissions were the Glendale Nursing Home, one of the Schenectady County Correctional Facilities, and the County Airport T-Hangars (Figure 3).

Figure 3.
GHG Emissions by Buildings and Facilities (MTCDE) - Top 10



Although not the costliest despite being the highest emitter, the Glendale Nursing Home still is one of the top three costliest facilities in terms of energy costs in 2021. (Figure 4).

Figure 4.
Energy Costs by Buildings and Facilities – Top 10

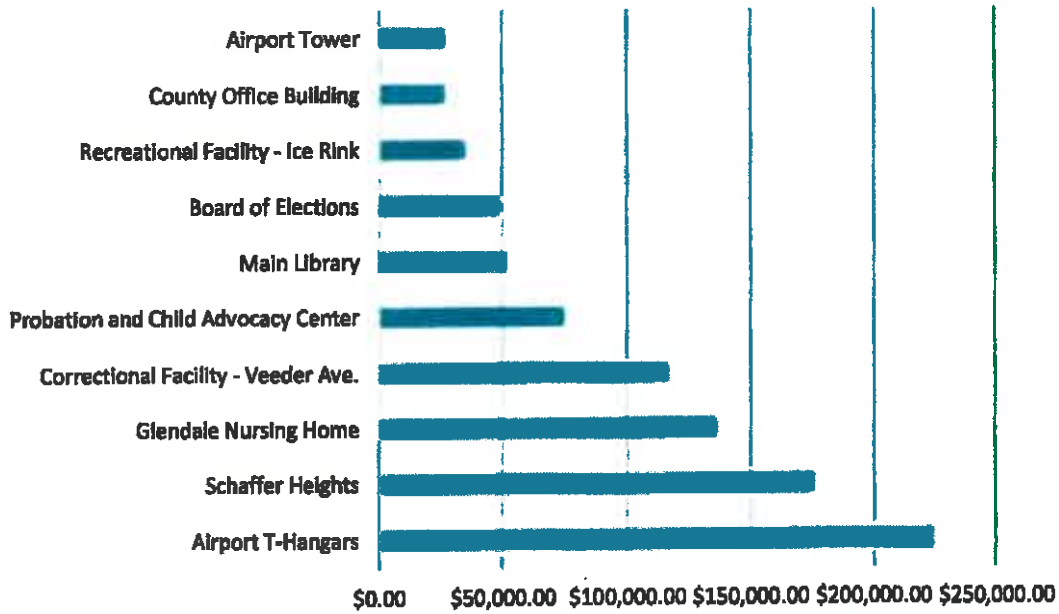


Table 3 lists all 35 County-owned buildings and facilities that were examined in this report, along with the associated emissions, energy use and energy costs. This table is sorted by total energy cost. Most of the facilities in this list are a single building. The data in the building and facility list may not include all the renewable (solar) energy used in various buildings and facilities owned and run by the County.

Table 3. Annual Energy Use, Cost and Emissions for 2021, by County Building or Facility

Building or Facility	Electricity (kWh)	Electricity Cost (USD)	Nat. Gas (therms)	Nat. Gas Cost (USD)	GHG Emissions (MTCDE)	Energy Use (MMBtu)	Total Energy Cost (USD)
Airport T-Hangars	1923537	\$215,248.47	12672.4	8796.83	993.7	7830.4	\$224,045.30
Schaffer Heights	1807518	\$173,608.19	3204.7	1536.77	823.3	6487.7	\$175,144.96
Glendale Nursing Home	2730387	\$101,941.48	203539.2	34260.69	3745.1	29670.0	\$136,202.17
Correctional Facility – Veeder Ave.	1589514	\$105,134.69	64984.8	11438.55	1512.9	11921.9	\$116,573.24
Probation and Child Advocacy Center	353997.8	\$44,461.67	30762.2	30197.66	297.4	6284.1	\$74,659.33
Main Library	520960	\$33,214.69	33525.3	18254.61	651.0	5130.0	\$51,469.30
Board of Elections	286411.1	\$45,596.41	3250.1	3344.93	156.4	1234.0	\$48,941.34
Recreational Facility - Ice Rink	452229.3	\$26,539.82	33584.2	8047.83	622.0	4901.4	\$34,587.65
County Office Building	1288771	\$26,635.51	Not Available	Not Available	558.0	4397.3	\$26,535.51
Airport Tower	160461.3	\$22,227.91	6811.3	4291.26	155.9	1228.6	\$26,519.17
Community Business Center	192291.83	\$23,074.14	7988.6	1455	184.7	1455.2	\$24,529.14
Highway Garages	286892.7	\$18,470.48	21807.2	5125.88	401.0	3159.9	\$23,596.36
Department of Social Services	391387.1	\$20,298.24	6850.8	2013.58	256.4	2020.5	\$22,311.82
County Storage	97870.6	\$13,174.83	11350.7	9037.07	186.4	1469.0	\$22,211.90
Unified Communications Center	182067.4	\$20,317.41	1231.2	514.44	94.5	744.3	\$20,831.85
DMV - Current	63221.6	\$9,138.19	6031.4	4314.97	103.9	818.9	\$13,453.16
Courthouse	Not Available	Not Available	64550.4	13330.23	819.1	6455.0	\$13,330.23
Library - Niskayuna Branch	80066.1	\$9,617.15	3735.2	2583.85	82.1	646.7	\$12,201.00
Correctional Facility - Smith St	Not Available	Not Available	64984.8	11438.45	824.7	6498.5	\$11,438.45
Sheriff Substation/EMO	55368.2	\$7,131.75	1546.1	819.32	43.6	343.5	\$7,951.07
Phyllis Bornt Branch Library & Literacy Center	25490.4	\$4,616.07	3249.4	2602.5	52.3	411.9	\$7,218.57
Library - Rotterdam Branch	17200.1	\$4,576.85	2762.7	2024.89	42.5	335.0	\$6,601.74
Library - Glenville Branch	21334.5	\$4,127.23	2511.2	1898.37	41.1	323.8	\$6,025.61
Mont Pleasant Branch Library	82801.3	\$3,985.46	1764.1	871.71	58.2	458.9	\$4,858.17
Public Defender's Building	36121.7	\$2,819.81	2588	1063.6	48.5	382.0	\$3,913.41
Conflict Defender	18658.6	\$1,739.17	2863.3	2051.11	44.4	350.0	\$3,790.28
Woodlawn Branch Library	13120.9	\$2,291.57	2416	1067.94	36.3	285.4	\$3,359.51
Soil and Water Office	26634.6	\$3,201.92	Not Available	Not Available	11.5	90.9	\$3,201.92
Scotia Branch Library	17349.4	\$1,550.44	3020.1	1203	45.8	361.2	\$2,753.44
Airport Storage	9774.7	\$1,821.88	804.1	925.63	14.4	113.8	\$2,747.51
Maintenance Shop	12571.4	\$1,201.68	2679.4	1130.15	39.4	310.8	\$2,331.84
Duanesburg Branch Library	14497.2	\$2,051.83	Not Available	Not Available	6.3	49.5	\$2,051.83
Public Defender	17457.9	\$1,600.47	23	308.15	7.9	61.9	\$1,908.62
Highway Offices and Maintenance Facility	9686.2	\$954.97	Not Available	Not Available	4.2	33.0	\$954.97
Consumer Affairs/Weights and Measures	57.2	\$246.04	0	0	0.0	0.2	\$246.04
Totals	12765708.1	\$952,617.37	627091.9	\$185,969.18	19485.2	106266.3	\$1,138,586.56

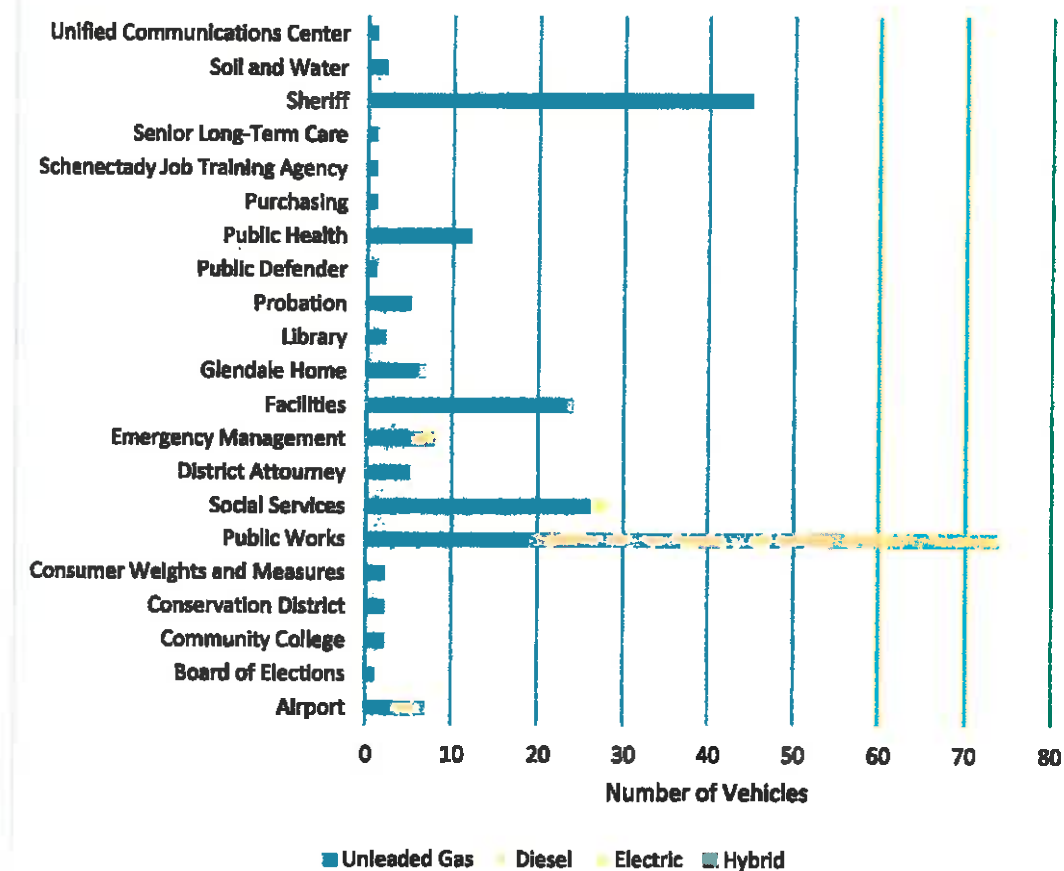
Vehicle Fleet (16% of GHG Emissions)

This preliminary view of gasoline and diesel consumption by the County is derived from the County fleet list, particularly which fuel type each fleet vehicle uses and the department that owns and presumably uses the vehicle. This overview does not contain information about the emissions of these vehicles as information regarding fleet usage over the past year was not available at the time of the study.

Overall, most departments with fleets have minimal diesel-based vehicles, with exception being the Public Works Department with 55 diesel-based vehicles (Figure 5). Most of these diesel-based vehicles were heavy-class trucks and other vehicles intended for large transport. This could be an area of priority regarding fleet conversion to electric vehicles.

Figure 5.

Number of Vehicles Using Each Fuel Type per Department



Emissions and Energy Costs by Fuel Type

Across all facilities and fleet operations, Schenectady County utilizes four main fuel types: electricity, natural gas, gasoline, and diesel.

The use of electricity accounted for fifty-three percent of the GHG emissions produced by the County, with this taking up the largest portion of GHG emissions produced (Figure 6). This is followed by the usage of natural gas which accounts for thirty-one percent of County GHG emissions (Figure 6). Together the electricity usage and natural gas, which make up eighty-four percent of County emissions, mainly describe building energy usage with some additional energy usage for streetlights. Therefore, future building audits may be of use to identify areas in which County buildings can be improved to reduce energy usage and GHG emissions. The County fleet vehicles which use either gasoline or diesel comprise sixteen percent of County GHG emissions. This significant contribution to emissions from the County fleet may suggest needed fleet upgrades to phase out these vehicles for either electric or hybrid-based vehicles.

County energy costs are mainly tracked for metered electricity and natural gas costs utilized within County buildings and facilities. The County's costs derive primarily from electricity usage, comprising an estimated eighty-four percent of energy costs (Figure 7). Increasing the usage of renewable energy such as the number of solar panels that Schenectady County currently owns and improving building infrastructure to reduce reliance on natural gas could help to decrease these energy costs. Gasoline and diesel costs are not currently tracked by the County and would be beneficial to record to further understand fleet costs and GHG reduction prioritization.

Figure 6.
GHG Emissions by Fuel Type

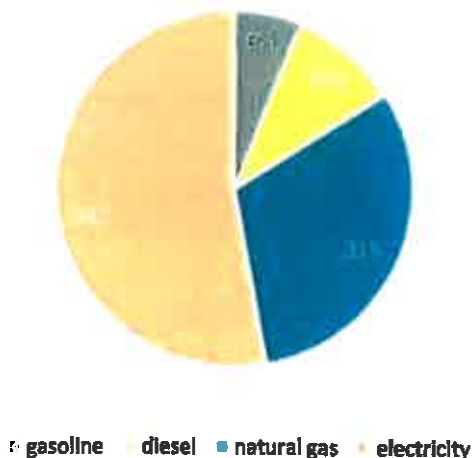
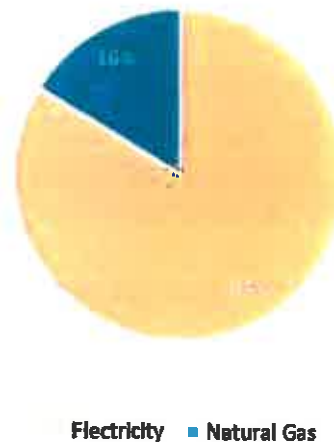


Figure 7.
Energy Cost by Fuel Type



More units of energy were consumed in the form of electricity (roughly 106,993.3 MMBtu) than in the form of natural gas (62,694.2 MMBtu) (Table 4). The County also spent far more on electricity costs (over \$950 thousand) (Table 4), than on natural gas. The average cost per MMBtu for electricity in 2021 was \$9.15, and for natural gas it was \$2.97, making the cost of electricity roughly 3 times higher than natural gas. It is important to note that Schenectady County also uses solar energy deriving from its many solar panels installed throughout the County. The energy derived and costs from the solar panels were a part of these cost average calculations and may influence the average cost per MMBtu of electricity within the County.

Table 4. Annual Energy Use, Cost and Emissions for 2021, by Fuel Type

Fuel Type	GHG Emissions (MTCDE)	Energy Use (MMBtu)	Energy Cost (USD)
Electricity	3,672	106,993.3*	\$952,617.37**
Natural Gas	3,318	62,694.2	\$185,969.18
Diesel	1,068.9	20163.1	
Gasoline	650	12,261.2	
Totals	10,708.9	202,111.8*	\$1,138,586.55***

*Schenectady County also uses solar energy which is only partially accounted for in this number.

**Solar energy are only partially included in this estimated cost and streetlight costs are not included at all.

***Some solar energy, streetlight, and fleet fuel (gasoline and diesel) costs are not included in this count.

Next Steps and Recommendations

Schenectady County's CSC team should incorporate this data into its policy making for future sustainability measures and for enhancing other documents such as the County's Climate Action Plan. Other recommendations regarding improvement to the GHG inventory and future actions include:

- A detailed assessment of vehicles and their use in the County use is recommended to understand which vehicles are the highest GHG emitters and which are the costliest.
- Assign roles to regularly track fleet emissions and cost of fleet fueling per vehicle for ease of study and to assign priority to higher emitting and costly vehicles to be replaced with more sustainable and electric fleet vehicles.
- Conduct walkthroughs of municipal buildings to identify inefficiencies in energy usage that could be contributing to the emissions produced by the County. These identified inefficiencies will be used to set priorities in building renovations.
- Incorporate streetlight, solid waste, and solar energy costs into further studies to get better estimates on County functions and spending.
- Measure and track the usage of electricity generated by County solar panels to create a more holistic dataset regarding the economic and ecological impacts of Schenectady County's gradual move towards renewable energy.
- Measure and track refrigerant use in County buildings and facilities to evaluate GHG emissions generated from this source.
- After 2021, Schenectady County changed its streetlights from being HID-based to LED-based. This change to LED would affect GHG emissions deriving from County streetlights. Future emissions inventories should take note of this lighting switch when comparing streetlight emissions to this 2021 baseline year to understand the benefit of the County's sustainability measures.
- Expand studies to include emissions caused by County-run events to evaluate waste generated from this programing.

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023

Reference: Rules

Dual Reference:

Initiative: R 42

Title of Proposed Resolution:

A RESOLUTION TO ADOPT THE SCHENECTADY COUNTY SHADE STRUCTURES POLICY

Purpose and General Idea:

Provides Authorization Adopt the Schenectady County Shade Structures Policy.

Summary of Specific Provisions:

Authorization to adopt the Schenectady County Shade Structures Policy, which encourages the integration of shade structures development and upgrading projects where possible on Schenectady County property.

Effects Upon Present Law:

none

Justification:

The adoption of this policy would represent a commitment to sustainable actions to combat the effects of climate change and improve the livability of public spaces within the County. The County Manager, County department heads, and the Schenectady County Environmental Advisory Council will contribute to making recommendations for the implementation of this policy. This is an inclusive policy that reduces the risks of prolonged sun exposure and extreme heat and promotes consistent upkeep and installment of shade structures throughout the County.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

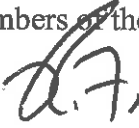


RORY FLUMAN
COUNTY MANAGER

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

Date: June 9, 2023

Re: Authorization to Adopt the Schenectady County Shade Structures Policy

The Schenectady County shade structures policy is an inclusive policy that encourages the integration of shade structures to development and upgrade projects where possible and appropriate on Schenectady County property. The policy will give priority to tree planting as a means of shade structure.

This purpose of this policy is to reduce the risks of prolonged sun exposure and extreme heat, promote consistent upkeep and installment of shade structure throughout Schenectady County, and to spur the identification of appropriate locations for shade structure installation. Tree planting provisions will be enacting using the Schenectady County Tree Ordinance as an educational tool and guideline. The County Manager, County department heads, and the Schenectady County Environmental Advisory Council will contribute to making recommendations for the implementation of this policy.

The adoption of this policy would represent commitment to sustainable actions to combat the effects of climate change and improve the livability of public spaces within the County.

I recommend your approval.

Schenectady County Shade Structures Policy

Schenectady County is committed to providing and overseeing a policy that provides and maintains safe shade structures throughout the County. Schenectady County recognizes the importance of providing adequate shade and sun protection in public spaces to promote the health, safety, and well-being of its residents. This policy establishes guidelines and procedures for the installation, maintenance, and management of shade structures within Schenectady County.

The purpose of this policy is to: a) Promote the use of shade structures in public spaces to mitigate the risks associated with prolonged sun exposure. b) Ensure consistent and appropriate installation and maintenance of shade structures throughout Schenectady County. c) Encourage collaboration between relevant stakeholders to identify suitable locations for shade structures. d) Enhance the overall livability and enjoyment of public spaces within the county.

The following provisions will be maintained:

- 1) Priority be given to tree planting as a means of shade protection and while using the Schenectady County Tree Ordinance as an educational tool and guideline to meet this priority.
- 2) When replacing a mature tree, it is preferred to plant two trees in its place to help guarantee additional shade in the future.
- 3) When feasible, native species of trees will be provided as shade.
- 4) Development projects on Schenectady County owned properties must consider integrating shade structures when and where appropriate.
- 5) Consideration be given to add and provide shade structures when upgrades to existing properties is undertaken.
- 6) Opportunities to install shade structures on Schenectady County owned properties be evaluated on an annual basis by the appropriate County departments.
- 7) Shade structures shall be considered for areas that are in particularly vulnerable to high heat as well as showing a great deal of public use.
- 8) When considering shade structures for a particular area, the County will seek local community input.
- 9) Existing shade structures will be assessed as to their suitability and structural integrity on a regular basis with planning in place to repair or replace when the useful life of the structure has been determined.
- 10) The County Manager, in partnership with County department leaders and the Schenectady County Environmental Advisory Council will be engaged in making recommendations for implementation of this Policy.
- 11) This Policy shall be incorporated into future comprehensive planning processes.
- 12) This Policy shall be reviewed every three years to assess its effectiveness.

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023
Reference: Rules
Dual Reference:
Initiative: R 43

Title of Proposed Resolution:

A RESOLUTION SUPPORTING THE PROPOSED INCREASE IN THE MEDICARE WAGE INDEX

Purpose and General Idea:

Provides Authorization to Accept Proposed Centers for Medicare Services (CMS) Wage Index Reimbursement.

Summary of Specific Provisions:

Authorization to accept a proposed Centers for Medicare Services (CMS) wage index reimbursement.

Effects Upon Present Law:

none

Justification:

The Centers for Medicare Services (CMS) which sets the Wage Index has proposed a significant increase in our region's reimbursement that would translate into an estimated \$200 million increase in Medicare funds for our region's hospitals

Sponsor: The Committee on Rules

Co-Sponsor:



RESOLUTION 105-23

Sponsored by the Committee on Rules:

A RESOLUTION SUPPORTING THE PROPOSED INCREASE IN THE MEDICARE WAGE INDEX

WHEREAS, the Federal government reimburses hospitals for the labor costs they incur treating Medicare patients under a formula called the Medicare Wage Index;

WHEREAS, this reimbursement rate varies in metropolitan regions across the nation based on Medicare's formula and;

WHEREAS, our region has historically received reimbursement that is significantly less than the national average, contributing to the financial distress our hospital systems are experiencing and;

WHEREAS, the Centers for Medicare Services (CMS) which sets the Wage Index has proposed a significant increase in our region's reimbursement that would translate into an estimated \$200 million increase in Medicare funds for our region's hospitals, now therefore be it;

RESOLVED, that the Schenectady County Legislature calls upon the CMS administrator to finalize this proposal, and be it further;

RESOLVED, that this Legislature commends our Congressional delegation including Senators Schumer and Gillibrand and Representative Paul Tonko for their tireless advocacy on behalf of this issue.

LEGISLATIVE INITIATIVE FORM

Date: 6/9/2023
Reference: Rules
Dual Reference: Ways and Means
Initiative: R 44

Title of Proposed Resolution:

A RESOLUTION TO ALLOCATE MONEY AND RESOURCES TO THE SCOTIA FOURTH OF JULY FIREWORKS

Purpose and General Idea:

Provides Authorization to amend the 2023 Operating Budget for the Scotia Independence Day Celebration.

Summary of Specific Provisions:

Authorization to amend the 2023 Operating Budget in the amount of \$30,000 for the Scotia Independence Day Celebration.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate additional funding needs under Tourism and the Arts.

Decrease Appropriation Code By:

A547560.400202	Hotel/Motel Occupancy Tax Reserve	\$30,000
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Establish and Increase Appropriation Code By:

A547560.400002	Scotia Independence Day Celebration	\$30,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Rory Fluman, County Manager, noted that the Independence Day celebration is an annual event that the Village of Scotia holds for the public and it attracts over 10,000 spectators.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

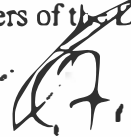


RORY FLUMAN
COUNTY MANAGER

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
Jaclyn Falotico, Commissioner of Finance

Date: June 12, 2023

Re: Authorization to Amend the 2023 Operating Budget for the Scotia Independence Day Celebration

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to amend the 2023 Operating Budget in the amount of \$30,000 for the Scotia Independence Day Celebration. The Independence Day celebration is an annual event that the Village of Scotia holds for the public and attracts over 10,000 spectators.

Up to \$30,000 will be available by transferring appropriations from the Hotel/Motel Occupancy Tax Reserve to the budget for the Scotia Independence Day Celebration.

I 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 *JF*
DATE: June 12, 2023
SUBJECT: Budget Amendment – Scotia Independence Day Celebration

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate additional funding needs under Tourism and the Arts.

Decrease Appropriation Code By:

A547560.400202	Hotel/Motel Occupancy Tax Reserve	<u>\$30,000</u>
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Establish and Increase Appropriation Code By:

A547560.400002	Scotia Independence Day Celebration	<u>\$30,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.