



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: February 9, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Rules
Honorable Philip Fields, Chair
Tuesday, February 13, 2024 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	7 A RESOLUTION HONORING BLACK HISTORY MONTH 2024 IN SCHENECTADY COUNTY	The Committee on Rules	Legislators Fields, McGill, and Samuel
R	8 A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER TOBIAS STAY FOR HIS LIFE-SAVING ACTIONS	The Committee on Rules	
R	9 A RESOLUTION CONFIRMING THE APPOINTMENTS OF PERSONS TO VARIOUS BOARDS, COUNCILS OR COMMISSIONS	The Committee on Rules	
R	10 A RESOLUTION REGARDING THE ADOPTION OF A NEW ANNUAL STATEMENT OF FINANCIAL DISCLOSURE FORM	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	11 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A PUBLIC BENEFIT SERVICES AGREEMENT WITH WEST YARD PROPERTIES, LLC REGARDING A GRANT TO BE USED FOR THE CONSTRUCTION OF AN ARENA AT MOHAWK HARBOR IN THE CITY OF SCHENECTADY	The Committee on Rules	
R	12 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE PUBLIC SAFETY ANSWERING POINT OPERATIONS GRANT PROGRAM	The Committee on Rules	
R	13 A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH JAMROCK LEASING, LLC FOR A PARCEL AT THE SCHENECTADY COUNTY AIRPORT	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 7

Title of Proposed Resolution:

A RESOLUTION HONORING BLACK HISTORY MONTH 2024 IN SCHENECTADY COUNTY

Purpose and General Idea:

A RESOLUTION HONORING BLACK HISTORY MONTH 2024 IN SCHENECTADY COUNTY

Summary of Specific Provisions:

A RESOLUTION HONORING BLACK HISTORY MONTH 2024 IN SCHENECTADY COUNTY

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING BLACK HISTORY MONTH 2024 IN SCHENECTADY COUNTY

Sponsor: The Committee on Rules

Co-Sponsor: Legislators Fields, McGill, and Samuel

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 8

Title of Proposed Resolution:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER TOBIAS STAY FOR HIS LIFE-SAVING ACTIONS

Purpose and General Idea:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER TOBIAS STAY FOR HIS LIFE-SAVING ACTIONS

Summary of Specific Provisions:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER TOBIAS STAY FOR HIS LIFE-SAVING ACTIONS

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING SCHENECTADY COUNTY UCC DISPATCHER TOBIAS STAY FOR HIS LIFE-SAVING ACTIONS

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 9

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENTS OF PERSONS TO VARIOUS
BOARDS, COUNCILS OR COMMISSIONS

Purpose and General Idea:

Provides Authorization for the confirmation of Appointments of Persons to Various Boards,
Councils, and Commissions.

Summary of Specific Provisions:

Authorizes the confirmation of appointments of Jasenya McCauley, Rhonda O'Brien, and Ashok
Ramasubramanian to the Schenectady County Environmental Advisory Council and the
appointment of Gordon Zuckerman to the Schenectady County Human Rights Commission.

Effects Upon Present Law:

None.

Justification:

Necessary to effectuate appointments.

Sponsor: The Committee on Rules

Co-Sponsor:

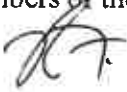
COUNTY OF SCHENECTADY



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: February 9, 2024
Re: Confirmation of Various Appointments

Schenectady County Environmental Advisory Council

Term Expires

Jasenya McCauley	(Replacing Melanie Spaulding)	6/30/2025
Rhonda O'Brien	(Replacing Kathy Curtis)	6/30/2025
Ashok Ramasubramanian	(Replacing Adam Ruder)	6/30/2025

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 10

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ADOPTION OF A NEW ANNUAL STATEMENT OF FINANCIAL DISCLOSURE FORM

Purpose and General Idea:

Provides authorization to adopt a revised ethics financial disclosure form

Summary of Specific Provisions:

Authorizes the adoption of a revised Annual Statement of Financial Disclosure form, to be used by certain designated County officers and employees when completing the annual filing disclosure required by Schenectady County Ethics and Disclosure Law (Chapter 95). This form would begin to be used in the 2023 annual filing that is due in April of 2024.

Effects Upon Present Law:

None.

Justification:

The County Legislature last adopted a Statement of Financial Disclosure in 1991 (Resolution 61-91) which provides annual filing requirements for individuals serving in the designated positions. There have been no substantive revisions to this document since 1991.

Sponsor: The Committee on Rules

Co-Sponsor:

Memo

To: County Legislature, County Manager

From: Julie McDonnell, County Auditor 

Date: 2/7/2024

Re: Revised Ethics Financial Disclosure form.

Schenectady County Ethics and Disclosure Law (Chapter 95) requires certain designated County officers and employees to file an annual "Annual Statement of Financial Disclosure" in accordance with the provisions of Article 18 of NYS General Municipal Law.

In January 1991 (Resolution 61-91), the County Legislature adopted a "Statement of Financial Disclosure" and provided annual filing requirements for individuals serving in the designated positions. There have been no substantive revisions to this document since 1991.

Last year, I worked with Steve McCutcheon (Deputy Auditor) to assess (1) the substantive content of our existing disclosure form and (2) the format, clarity, and submission process. We examined relevant laws, policies, legal opinions, NYS Comptroller guidance, and a sampling of financial disclosure forms used by other municipalities; particularly counties that had recently updated their forms.

Based on our review, I have attached a *REVISED* "Annual Statement of Financial Disclosure" (Attachment A) for your consideration. If adopted, this form will be used by individuals filing their 2023 disclosure (due in April 2024). We are currently working with Information Services to finalize an online form and portal for completion/ submission; however, a downloadable PDF will be available for those wishing to submit through email or delivery. These proposed changes will improve, modernize, and clarify our annual disclosure process.

For your review, I have also included the existing "Statement of Financial Disclosure" (Attachment B) and a brief description, by section, of the changes proposed (Attachment C).

I appreciate your consideration.

ATTACHMENT A:

REVISED (NEW)

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE

Note: Document formatting (online and PDF) are still in process.

**2023 ANNUAL STATEMENT OF FINANCIAL DISCLOSURE
Schenectady County, New York**

FILING REQUIREMENT: COMPLETED FORM DUE BY APRIL 15, 2024

Schenectady County Ethics and Disclosure Law (Chapter 95) requires certain designated County officers and employees to file an Annual Statement of Financial Disclosure in accordance with the provisions of Article 18 of New York State General Municipal Law. Individuals who knowingly fail to file a disclosure, or file false statements on a disclosure are subject to civil penalty, criminal prosecution, and/or County disciplinary action.

For detailed information concerning process, penalties, appeals and extensions, please refer to Chapter 95 of the Laws of Schenectady County.

New York State (NYS) Filers: Individuals that file a NYS Financial Disclosure Form may submit a copy of their NYS filing to the Schenectady County Board of Ethics (BOE) **in lieu of** completing this form. Please notify the BOE if you are a NYS filer and provide a copy of your NYS Disclosure Form (email or deliver to address below) no later than May 15, 2024.

INSTRUCTIONS FOR COMPLETION & SUBMISSION (3 OPTIONS):

(1) **ONLINE (Preferred):** Click the link below to complete, sign and submit your Disclosure Form through our secure Ethics filing portal. *Insert link here.*

(2) **EMAIL:** Download and complete (fillable) PDF Form (*insert link here*), print, sign, and scan form to: ethics@schenectadycounty.com

(3) **IN-PERSON or U.S. MAIL:** Download, complete and sign PDF Form (*insert link here*).
Deliver/ mail to: **Schenectady County Board of Ethics c/o County Auditor's Office**

**620 State Street, 6th Floor
Schenectady, NY 12305**

Important: If additional space is needed, attach or upload documents in PDF format.

Please retain a copy of your completed form your records.

*Questions or should be directed to Steven McCutcheon, Deputy County Auditor @ 518-388-4639 or via email at ethics@schenectadycounty.com.

Additional information and links to the online and downloadable Disclosure forms can be found on the Schenectady County website: [https:// www.schenectadycounty.com/ethics](https://www.schenectadycounty.com/ethics).

DEFINITIONS OF TERMS USED

Please refer to the following definitions when completing your Disclosure Form:

“Spouse” means your husband or wife unless you are legally separated.

“Domestic Partner” (as defined by the *NYS Ethics Reform Act of 2022*) is a person with whom you have entered into a domestic partnership or similar relationship pursuant to the laws of the United States or any state, local, or foreign jurisdiction or who is listed as your domestic partner on any registry maintained by the employer of either party, state, municipality, or foreign jurisdiction.

“Dependent Child” means your son, daughter, stepson, or stepdaughter who is are under age 18 or included as a dependent under the provisions of *Internal Revenue Code Section 152(a)(1) and (2)* as amended. This may include students under age 24 if listed as a dependent on your 2022 tax return.

“Family Member” means yourself, your spouse, your domestic partner, or your dependent children as defined above.

“Interest In” means a direct or indirect pecuniary or material benefit that accrues to you or your family member because of any contract or employment with an individual, firm, partnership, corporation, association, or other entity.

“Contract” includes any claim, account, demand, or other verbal or written agreement- express or implied.

“Reporting Period” means the Calendar Year, beginning January 1, 2023, and ending December 31, 2023.

“Reporting Category” refers to the LETTER CATEGORY in the chart below.

CATEGORY	\$ RANGE		CATEGORY	\$ RANGE
A	NO COMPENSATION		E	\$60,001 to \$100,000
B	Under \$5,000		F	\$100,001 to \$250,000
C	\$5,001 to \$20,000		G	\$250,001 or more
D	\$20,001 to \$60,000			

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

PART A: PERSONAL INFORMATION

1. Your Name & Residential Address:

Prefix	First Name	Last Name	MI	Suffix
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Street Address:	City	State	Zip
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Email address:	Phone #
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Department/ Agency/ Board:	Position Title:	Department Address/Location:	Reporting Category
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2. Members of Your Family:

(a) Do you have a spouse or domestic partner? YES or NO

If YES, please list

Prefix	First Name	Last Name	MI	Suffix
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(b) Do you have any dependent children as defined above? YES or NO

If YES, please list all

Prefix	First Name	Last Name	MI	Suffix	Age
Prefix	First Name	Last Name	MI	Suffix	Age

PLEASE ATTACH ADDITIONAL INFORMATION IF NEEDED.

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

PART B: OUTSIDE EMPLOYMENT AND OTHER POSITIONS

1. Did YOU receive income greater than \$1,000 during the reporting period, from any outside (*other than County*) occupation, employment, trade, business, or profession? INCLUDE any deferred income from a prior employer such as contributions to a pension or retirement fund, profit sharing plan, severance pay or payments under a buy-out agreement. **YES or NO**

If YES, please list:

Entity Name	Entity Address	Your Position	Reporting Category

- (a) Does the organization/entity listed above have a contractual, regulatory, or other business relationship with Schenectady County? **YES or NO**

If YES:

Please describe the income received and the entity's relationship to the County:

2. Did any FAMILY MEMBER receive income greater than \$1,000 during the reporting period, from any occupation, employment, trade, business, or profession which had a contractual, regulatory, or other business relationship with Schenectady County? **YES or NO**

If YES, please list:

Family Member Name	Entity Name	Entity Address	Position	Reporting Category

Please describe the income received and the entity's relationship to the County:

3. Do YOU have any contract or agreement for future employment upon leaving your County office or position? **YES or NO**

If YES, please provide:

Entity Name	Position Title/ Description	Reporting Category

Please describe your future employment agreement and the employer's current relationship to the County.

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

(4) Did YOU hold any (paid or unpaid) office, trusteeship, directorship, partnership, or other position in any business, association, proprietary, government, not-for-profit or other organization/ entity?

YES or NO

If YES, please provide:

Org/Entity Name	Org/ Entity Address	Position Held	Reporting Category

(a) Does this organization have any involvement with Schenectady County government (contractual, regulatory, or other)? YES or NO

If YES:

Please describe the specific nature of this position and the relationship to the County

(5) Did any FAMILY MEMBER hold any (paid or unpaid) office, trusteeship, directorship, partnership, or other position in any business, association, proprietary, government, not-for-profit, or other organization/entity that has a financial, contractual, or regulatory relationship with Schenectady County?

YES or NO

If YES, please provide:

Name of Family Member	Name of Organization/Entity	Position Held	Reporting Category

Please describe the specific nature of this position and relationship to the County.
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(6) Were YOU a member or officer of any political committee or organization in 2022? YES or NO

If YES, please provide:

Organization/ Committee Name	Position Held	Reporting Category

(7) Was any FAMILY MEMBER an officer or member of a political committee or organization in 2022? YES or NO

If YES, please provide:

Organization/ Committee Name	Position Held	Reporting Category

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

PART C: FINANCIAL ASSETS AND LIABILITIES

- (1) Do YOU have individual or combined investments in excess of five percent (5%) of the total value, in any business, corporation, LLC, partnership, or other entity? THIS INCLUDES stocks, bonds, loans, pledge collateral, or other investments. DO NOT INCLUDE investments in retirement accounts. YES or NO**

If YES, please list:

Entity Name	Entity Address	Reporting Category
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Please provide a description including the percentage of your ownership interest:

- (a) Does this entity have a contractual, regulatory other business relationship with Schenectady County? YES or NO**

If YES:

Please describe the entity's relationship to Schenectady County:

- (2) Does any FAMILY MEMBER have individual or combined investments in excess of five percent (5%) of the total value, in any business, corporation, LLC, partnership, or other entity? THIS INCLUDES stocks, bonds, loans, pledge collateral, or other investments. DO NOT INCLUDE investments in retirement accounts. YES or NO**

If YES, please list:

Family Member's Name	Entity Name	Entity Address	Reporting Category
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Please provide a description, including the percentage of their ownership interest:

- (a) Does this entity have a contractual, regulatory other business relationship with Schenectady County? YES or NO**

If YES:

Please describe the entity's relationship to Schenectady County:

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

- (3) Do YOU own, or have an interest in any property or real estate, **excluding your personal residence**, in Schenectady County? THIS INCLUDES any interest or holdings through a Corporation, Trust, LLC, Partnership, or other entity. **YES or NO**

If YES, please provide:

Property Address	Joint w/Spouse (YES/NO)	Reporting Category

- (4) Does any FAMILY MEMBER own, or have an interest in any property or real estate, in Schenectady County other than their personal residence or joint holdings listed above? THIS INCLUDES any interest or holdings through a Corporation, Trust, LLC, Partnership, or other entity **YES or NO**

If YES, please provide:

Family Member's Name	Property Address	Reporting Category

- (5) Do YOU have a monetary interest or other connection to any contract involving Schenectady County or municipal corporation located within the County? DO NOT INCLUDE employment or benefits contracts (e.g., union, health care). **YES or NO**

If YES, please list:

Contractor Name	Contractor Address	Reporting Category

Please describe your financial interest in the contract, and any interaction with your County position.

- (6) Does any FAMILY MEMBER have a monetary interest or other connection to any contract involving Schenectady County or municipal corporation located within the County? DO NOT INCLUDE employment or benefits contracts (e.g., union, health care). **YES or NO**

If YES, please list:

Family Member Name	Contractor Name	Contractor Address	Reporting Category

Please describe your family member's financial interest in the contract and any interaction with YOUR County or Board position.

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

(7) Do YOU have outstanding debts more than \$5,000 with any single creditor?

- **INCLUDE:** Credit card and revolving charges/ loans, mortgages on real estate other than your primary residence, liens filed on property or real estate
- **DO NOT INCLUDE:** Mortgage on your primary residence, student loans, loans from relatives, auto loans, or other liabilities incurred in the ordinary course of your trade, business, or professional practice.

YES or NO

If YES, please provide:

Name and Address of Creditor/Guarantor/ Address	Reporting Category
Description of Debt /Loans	

(8) Do any of your FAMILY MEMBERS have outstanding debts of more than \$5,000 with any single creditor (see guidance above). YES or NO

If YES, please provide:

Name and Address of Creditor/Guarantor/ Address	Reporting Category
Description of Debt /Loans	

PART D: REIMBURSEMENTS AND OTHER INCOME

(1) Did YOU OR ANY FAMILY MEMBER receive a gift in excess of \$75 which was related to your position with Schenectady County? A "Gift" INCLUDES money, services, travel, lodging, meals, refreshments, entertainment, discount, loans, forbearance or promise, having a monetary value. DO NOT INCLUDE campaign contributions. YES or NO

If YES, please provide:

Source (Person or Entity)	Description of Gift Received	Actual \$ Value
Please provide an explanation:		

Ethics Board Use Only:

Received date: _____

Reviewed by: _____

LAST NAME _____

(2) Did YOU OR ANY FAMILY MEMBER receive a third-party payment, reimbursement or other benefit for expenditures related to the official duties of your Schenectady County position? THIS INCLUDES travel (e.g., mileage, car rental, lodging, airline) provided by any person or entity other than the County for speaking engagements, conferences, seminars, trade shows, or other similar events. DO NOT INCLUDE Gifts (reportable under Section D Question 1). **YES or NO**

If YES, please provide

Receiver Name	Source (Payee)	Reason/Event	Actual \$ Value
Please provide an explanation:			

PART E: SIGNATURE & ATTESTATION

By signing my name below, I understand that I am certifying, under penalty of perjury, that I personally completed this Financial Disclosure Form, that I reviewed its entire contents, and that I am affirming the truth of the information contained therein.

FILER SIGNATURE _____

DATE SIGNED _____

A

ATTACHMENT B:

CURRENT (OLD)

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE

SCHENECTADY COUNTY BOARD OF ETHICS

County Auditor's Office, 6th floor, County Office Building – 620 State Street - Schenectady, NY 12305
(518) 388-4369

ethics@schenectadycounty.com

WEB: Schenectady County Board of Ethics

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE FOR THE YEAR ENDING 2022

Deadline: May 1st, 2023

Please refer to "Instructions for Filing" for definitions and guidance. Please answer all questions: If the question does not apply, check "None". You may use additional paper if necessary. File the completed form by scanning and emailing it with your signature. If necessary, you may mail or drop off to the above address. **All information will be kept confidential.**

No exact dollar amounts are to be listed anywhere on this form. Use the following "Reporting Categories letters".

"A"	\$0 -	No Compensation	"D"	\$15,001 -	\$ 50,000	"G"	Over \$200,001
"B"	\$1 -	\$ 7,500	"E"	\$50,001 -	\$100,000		
"C"	\$7,501 -	\$15,000	"F"	\$100,001 -	\$200,000		

Circle One: County Employee County Legislature Ethics Metroplex SCCC Employees SCCC Trustees Library Trustees Land Bank

Name _____ Office Phone _____

Home Address _____ Mobile Phone _____

Email: _____

Ethics Law allows sanctions for failure to file, including, but not limited to, a civil penalty not to exceed \$10,000, prosecution for a Class "A" misdemeanor, and public disclosure. In addition, the County may impose disciplinary action, as otherwise provided by law. I hereby certify under penalty of perjury that the information disclosed on this form is true and complete.

Signature _____ Date _____

Attachment B

B-1

B-1

Attachment B

Last Name: _____ 2022

1a). Your Primary Position/Employment:	Reporting Category
Department/ Agency/Authority	_____
Title & Phone & Business Address	_____

1b). Your secondary Position/Employment:
(Any office, trusteeship, directorship, partnership, not-for profit, employment, profession)

NONE _____

Organization _____

Title & Business Address _____

Is there any involvement with the County in any manner? Yes No
If yes, please explain _____

1c). Your Spouse's Primary Position/Employment:
Spouse's Name: _____
NONE Retired Disabled Other _____
Department/ Agency/Authority
Title & Business Address
Is there any involvement with the County in any manner? Yes No If yes, please explain _____

B-7

Last Name: _____ 2022

Reporting Category _____

1d). Your Spouse's Secondary Position/Employment:
(Any office, trusteeship, directorship, partnership, not-for profit, employment, profession)

NONE

Organization _____

Title & Business Address _____

Is there any involvement with the County in any manner? Yes No
If yes, please explain _____

2a). Please list your dependent children as filed on your 1040 IRS form:

NONE Circle the minors who are under age and/or not employed: a, b, c, d

	Name	Age	Name	Age
a).	_____	_____	c).	_____
b).	_____	_____	d).	_____

2b). Your Dependent Child's Primary Position/Employment:

Organization _____

Title & Business Address _____

Is there any County involvement in any manner? Yes No
If yes, please explain _____

B-3

Reporting Category

3a). Identify any other source of Income & Investment for Yourself:

(Retirement, pension, child support, consultant fees, teaching fees, investments or capital stock above a 5% share, gifts in excess of \$250. (excluding gifts from relatives), and third party reimbursements for travel related expenditures.)

NONE

Source

Description

3b). Identify any other source of Income & Investment for your Spouse:

(Retirement, pension, child support, consultant fees, teaching fees, investments or capital stock above a 5% share, gifts in excess of \$250. (excluding gifts from relatives), and third party reimbursements for travel related expenditures.)

NONE

Source

Description

3c). Identify any other source of Income & Investment for your Dependent Child:

(Retirement, pension, child support, consultant fees, teaching fees, investments or capital stock above a 5% share, gifts in excess of \$250. (excluding gifts from relatives), and third party reimbursements for travel related expenditures.)

NONE

Source

Description

Reporting Category

4a). Real Estate Holdings within the County or within 5 miles of the County that you hold:

NONE { } I rent { } Property located outside a 5 mile range of County { }

Address Description	Residence	Rental	Business	Other

Joint Holdings with Spouse { }

4b). Real Estate Holdings within the County or within 5 miles of the County that your Spouse holds:

NONE { } I rent { } Property located outside a 5 mile range of County { }

Address Description	Residence	Rental	Business	Other

4c). Real Estate Holdings within the County or within 5 miles of the County that your Dependent Child holds:

NONE { } I rent { } Property located outside a 5 mile range { }

Address Description	Residence	Rental	Business	Other

5a). Describe all of your debts in excess of \$5,000. each. (Mortgages, personal, car & student loans, credit cards, etc.)

NONE over \$5,000. { }

6-5

Last Name: _____ 2022

Reporting Category

5b). Describe all of your **spouse's** debts in excess of \$5,000. each. (Mortgages, personal, car & student loans, credit cards, etc.)

NONE over \$5,000. { }

_____	_____
_____	_____

5c). Describe all of your **dependent child's** debts in excess of \$5,000. each. (Mortgages, personal, car & student loans, credit cards, etc.)

NONE over \$5,000. { }

_____	_____
_____	_____

6a). Political Parties. (List any position held within the last five 5 years as an officer of any party, committee or organization of a political party.)

Yourselves

None

6b). **Spouse**

None

6c). **Dependent Child**

None

Thank you.

B-6

B-6 6

ATTACHMENT C:

DESCRIPTION OF PROPOSED CHANGES

Description of Proposed Changes to 2023 Financial Disclosure Form:

In general, the format is changed to a **more organized flow of topics**, and information broken out into specific questions and answers that are **clearer, and more conducive to online completion and submission**. Where substantive changes were made (highlighted yellow) the purpose was to make the form consistent with our County Law (Chapter 95), and NYS laws and guidance (Comptroller, etc.) Note that the NYS suggested disclosure form outlined in **GMUSS 812** is much more extensive than our proposed form; **GMUSS 811** allows municipalities discretion in their reporting format. This form incorporates the relevant Ethics laws and principles, but tailors the disclosure questions to be more specific to Schenectady County.

OLD FORM	NEW FORM	DESCRIPTION of CHANGES
PAGE 1: INSTRUCTIONS and PERSONAL INFO Reporting Categories, Personal Info and Signature page moved	PAGE 1: INSTRUCTIONS	New form references and provides link to County Ethics Law, including process, penalties, appeals extensions. Also, info for NYS filers New form provides directions for online filing as downloadable PDF New forms and PDF will be available on County website.
N/A	PAGE 2: DEFINITIONS	New form adds a <u>definitions page</u> consistent w/ Chapter 95 to be referenced when completing information. New definition added: Domestic Partner – NYS Reporting Categories – Dollar Ranges Updated to be consistent w/ NYS and other counties reviewed.
N/A	PAGE 3: PERSONAL INFO PART A: Questions 1 and 2	Note: Online filers will have dropdown menus for departments, etc.
PAGES 2, 3 and 4: POSITIONS AND EMPLOYMENT <u>Questions 1b, 1c, 1d, 2a, and 2b).</u>	PAGES 4 and 5: OUTSIDE EMPLOYMENT AND OTHER POSITIONS PART B: Questions 1 through 5	New form breaks out filer's secondary positions into two parts (Question 1) business income occupations (> \$1,000), and (Question 4) offices, trusteeships, etc. rather than lumping together. For Family members, Questions 2 and 5 ask for position information <u>only if</u> there is a contractual, regulatory or other business relationship with the County. Question 3 is new re: Future employment per guidance Questions 6 and 7 re: Political committees are essentially the same as OLD FORM Questions 6a, 6b and 6c.

Attachments

C-1

Description of Changes, page 2

OLD FORM	NEW FORM	DESCRIPTION OF CHANGES
<p>PAGES 4 AND 5</p> <p>INCOME/REAL ESTATE/ GIFTS/REIMBURSEMENTS</p> <p><u>Questions 3a, 3b and 3c</u></p> <p><u>Questions 4a, 4b, and 4c</u></p>	<p>PAGES 6, 7 AND 8:</p> <p>FINANCIAL ASSETS AND LIABILITIES</p> <p>PART C: <u>Questions 1 through 8</u></p>	<p>New form:</p> <p>Questions 1 and 2 clarify investments to be disclosed (over 5% ownership) and add a question about company's relationship to the County, if any.</p> <p>Question 3 (Real Estate) EXCLUDES your personal residence from disclosure (consistent w/ guidance and sample forms. Really only looking for investment properties here (2nd homes, corporate or trust, etc.)</p> <p>Question 5 and 6 re: Monetary interest in contracts involving the County is new but important (This excludes union and employment or benefit contracts). This goes to the heart of the matter re: Ethics disclosure and is provided in Chapter 95 of County Law.</p> <p>Questions 7 and 8 require disclosure of debts more than \$5,000 but now exclude certain debts specified in NYS law and guidance.</p>
<p>PAGE 4</p> <p><u>Questions 3a, 3b, and 3c</u></p>	<p>PAGES 8- 9</p> <p>GIFTS AND REIMBURSEMENTS</p> <p>PART D: <u>Questions 1 and 2</u></p>	<p>New form breaks out questions relating to business gifts (in excess of \$75) and job-related travel reimbursements and makes the reportable amount consistent w/ Chapter 95 (OLD FORM said \$250 and ? was lumped into "other income" .</p>

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 11

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A PUBLIC BENEFIT SERVICES AGREEMENT WITH WEST YARD PROPERTIES, LLC REGARDING A GRANT TO BE USED FOR THE CONSTRUCTION OF AN ARENA AT MOHAWK HARBOR IN THE CITY OF SCHENECTADY

Purpose and General Idea:

Provides authorization to expend \$5,000,000 of American Rescue Plan Act (ARPA) funds for West Yard Properties, LLC, to construct an events center and sports facility at Mohawk Harbor.

Summary of Specific Provisions:

Authorizes the utilization of \$5,000,000 in ARPA funding for the construction of an events center and sports facility at Mohawk Harbor by West End Properties, LLC.

Effects Upon Present Law:

None.

Justification:

The addition of this property would build upon the success of the Mohawk Harbor Area and Rivers Casino in downtown Schenectady by bringing even more visitors into the county by hosting conventions, sports events, conferences, and trade shows. This arena would also become the new home of Union College's Division I hockey teams.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

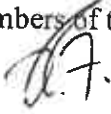


RORY FLUMAN
COUNTY MANAGER

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
Jaclyn Falotico, Commissioner of Finance
Christopher Gardner, County Attorney

Date: February 9, 2024

Re: Authorization to expend \$5,000,000 of American Rescue Plan Act (ARPA) funds for West Yard Properties, LLC, to Construct an Events Center and Sports Facility at Mohawk Harbor

Signed into law on March 11, 2021, The American Rescue Plan Act of 2021 (ARPA) provided stimulus funding for state and local governments to target communities economic effects of the COVID pandemic. Schenectady County has publicly invested funds into our community such as the Empire State Youth Orchestra, Hometown Health Dental Clinic, NY Capital Sports Cricket Fields, and other County owned buildings.

As part of these continued and significant investments into the county, I am requesting authorization to utilize \$5,000,000 in ARPA funding for the construction of an events center and sports facility at Mohawk Harbor by West Yard Properties, LLC. The addition of this property would build upon the success of the Mohawk Harbor Area and Rivers Casino in downtown Schenectady by bringing even more visitors into the county by hosting sports events, conventions, and conferences. This arena would also become the new home of Union College's Division I hockey teams.

The attached public benefits contract from Christopher Gardner, County Attorney, details all contractual requirements for West Yard Properties, LLC and the County of Schenectady.

I recommend your approval.

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

To: Rory Fluman, County Manager

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

Dated: February 8, 2024

Copies to: Geoffrey T. Hall, Clerk of the Legislature
Dr. Steady Moono, President SUNY Schenectady
M. Joe Landry, Counsel to the Legislature
Ray Gillen, Director of Economic Development and Planning
Jaclyn Falotico, Commissioner of Finance
Erin Laiacona, Director of Public Communications
Marylou Riddle, Executive Secretary to County Manager
Charles Davidson, Sustainability Coordinator

Re: Proposed Public Benefit Services Agreement Between the County of Schenectady and West Yard Properties, LLC to Provide \$5 Million Grant to be Utilized for the Construction of a \$50 Million 97,000 Square Foot Events Center and Sports Facility at Mohawk Harbor

I have attached a proposed draft of a Public Benefit Services Agreement which would provide a \$5 Million Grant to West Yard Properties, LLC, a wholly owned subsidiary of the Galesi Group, which is to be utilized to help construct a \$50 Million Events Center and Sports Facility at Mohawk Harbor.

The Events Center will be 97,000 square feet and will seat 2,200 for hockey and other athletic events and 3,595 for concerts and special events.

This facility will be the home of Union College's Division One Men's and Women's Hockey teams. As you may recall, in 2014, Union College stunned the college hockey world by winning the 2014 NCAA Division I championship with a decisive 7 – 4 victory over the University of Minnesota.

This new facility will not only host Union College athletic events, it will also provide an outstanding venue for concerts and special events, as well as trade shows. With this flexibility, this Events Center will be an asset to all of Schenectady County.

Exhibit A
Seven Year Recapture

In Exhibit A, there is a seven-year recapture period, which helps to ensure that the grantee makes a reasonable effort to hold at least fifteen events each full calendar year for seven calendar years following the issuance of Certificate of Occupancy.

Additionally, the Events Center will serve as a back-up site in case of inclement weather for Schenectady County's Summer Night and for SUNY Schenectady's graduation ceremony.

2024 marks the Tenth Anniversary of both the Union College's Men's Hockey Team Division I championship, and Schenectady County's receipt of the good news that Rivers Casino would be built at Mohawk Harbor. Ten years later, the economic momentum continues with the addition of this tremendous Events Center.

It is difficult now to recall just how decrepit the former Alco Site had been for over forty years. A vacant brown field has been revitalized with a casino, two hotels, condominiums, apartments, restaurants and Grade A office space. This Grant will help spur further development which will further enrich our community sports and cultural environment.

I recommend that this proposed Agreement be forwarded to the Schenectady County Legislature for its consideration at its meeting on Tuesday, February 13, 2024.

CHG/kah
Attachment

PUBLIC BENEFIT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County", and WEST YARD PROPERTIES, LLC located at 220 Harborside Drive, Schenectady, New York 12305, hereinafter referred to as the "Recipient".

WITNESSETH:

WHEREAS, the Schenectady County Legislature, pursuant to law, can contract for certain public benefit services; and

WHEREAS, it is the intent of the Schenectady County Legislature to stabilize real property values in Schenectady County, encourage home ownership and encourage residents of other counties to relocate to this county; and

WHEREAS, it is the intent of the Schenectady County Legislature to improve the quality of life of all residents of the county by providing wholesome recreational activities easily accessible to as many citizens as possible; and

WHEREAS, the Schenectady County Legislature has determined to expand and enhance recreational opportunities; and

WHEREAS, the County of Schenectady and the West Yard Properties, LLC desire to cooperate and collaborate on the Arena to be located at Mohawk Harbor; and NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

This Agreement shall commence upon execution of this Agreement and shall continue for a period of seven (7) years from the date of its opening.

ARTICLE 2. CONTRACT OBLIGATIONS OF COUNTY

The County of Schenectady shall provide the funds in a sum not to exceed Five Million and 00/100 (\$5,000,000.00) Dollars to the West Yard Properties, LLC, for the construction of an Arena at Mohawk Harbor. Such funds shall be released to the Recipient by the County Manager in a lump sum within ten (10) business days following execution of this contract.

ARTICLE 3. OBLIGATIONS OF THE RECIPIENT

The Recipient shall construct the Arena and operate the Arena and hold events (the term event meaning any ticketed event and/or non-ticketed event held at the Project by Grantee or by licensees, tenants, agents, and invitees of Grantee including without limitation events such as sporting events (including hockey, basketball, or other sport), concerts, conventions, tradeshow, and recreational hockey/basketball (or other sport) tournament/practice as set forth in Exhibit A.

ARTICLE 4. DELETED

ARTICLE 5. CONFLICT OF INTEREST

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

ARTICLE 6. SURETY AND INSURANCE

The Recipient will carry public liability insurance, property damage insurance, Worker's Compensation insurance and professional liability insurance and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Recipient, its agents or employees, in the execution of their work or operation of the facility under the terms of this Agreement.

ARTICLE 7. ASSIGNING CONTRACT

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

ARTICLE 8. CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the County and Recipient.

ARTICLE 9. COMMUNITY BENEFITS

Subject to no conflicts with the use of the Arena by Union College and pursuant to a written occupancy/use agreement which shall contain commercially reasonable terms and conditions, including but not limited to reasonable indemnification and insurance requirements, the Recipient shall permit: (i) the County to utilize the Arena as a back-up site on SummerNight each year in case of inclement weather; and (ii) SUNY Schenectady to utilize the Arena as a back-up site for graduation each year in case of inclement weather.

ARTICLE 10. AMENDMENT

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

ARTICLE 11. SUCCESSORS AND ASSIGNS

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

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

COUNTY OF SCHENECTADY, NEW YORK

By: _____
Rory Fluman
County Manager

WEST YARD PROPERTIES, LLC

By: _____
David Buicko

APPROVED as to form and content
this ____ day of _____, 2024.

Christopher H. Gardner
County Attorney

Exhibit A

Event Goals

In consideration for the making of the Grant, the Grantee agrees to use reasonable efforts to achieve the annual Events Goal outlined in Column B below for the seven consecutive years ("Reporting Period") commencing with the first full calendar year in which the certificate of occupancy is obtained. For purposes of this Exhibit any ticketed event and/or non-ticketed event held at the Project by Grantee or by licensees, tenants, agents and invitees of Grantee including without limitation events such as sporting events (including hockey, basketball or other sport), concerts, conventions, tradeshow and recreational hockey/basketball (or other sport) tournament/practice., the term "Event" means any ticketed event and/or non-ticketed event held at the Project by Grantee or by licensees, tenants, agents, and invitees of Grantee including without limitation events such as sporting events (including hockey, basketball, or other sport), concerts, conventions, tradeshow, and recreational hockey/basketball (or other sport) tournament/practice. The term "Event Count" means the aggregate number of calendar days that an Event is actually held at the Project. For example, for purposes of calculating the Event Count, a youth hockey tournament held on three consecutive days shall be 3 Events and a conference held during the daytime hours and a non-affiliated concert in the evening of the same day shall be 2 Events.

Event Reporting

The Grantee shall submit to Grantor on or before March 1st, an Event Reporting Form in the form attached hereto, indicating the Event Count for the immediately preceding calendar year during the Reporting Period (the "Reporting Year").

Recapture Terms

If the Event Count for the Reporting Year outlined in Column A of the table below is less than seventy-five percent (75%) of the Event Goal outlined in Column B (an "Event Shortfall"), then promptly following written demand by Grantor, Grantee shall repay to Grantor a portion of each disbursement of the Grant (the "Recapture Amount"), as set forth below.

If the Grantee fails to file an Event Reporting Form by March 1st and such failure is not cured within 10 days after written notice from Grantor, an Event Shortfall shall be deemed to have occurred and the Recapture Amount shall be immediately due and payable.

Baseline Events

A Reporting Year	B Event Goals
1st Full Calendar Year following the issuance of the Certificate of Occupancy.	15 Events
2nd Full calendar Year following the issuance of the Certificate of Occupancy.	15 Events
3rd Full Calendar Year following the issuance of the Certificate of Occupancy.	15 Events
4th Full Calendar Year following the issuance of the Certificate of Occupancy.	15 Events
5th Full Calendar Year following the issuance of the Certificate of Occupancy.	15 Events
6 th Full Calendar Year following the issuance of the Certificate of Occupancy.	15 Events
7th Full Calendar Year following the issuance of the Certificate of Occupancy.	15 Events

Recapture Amount

The Recapture Amount for each Reporting Year shall be equal to one-seventh (1/7) of the total amount of the Grant disbursed to date.

Unavoidable Delay

Notwithstanding anything to the contrary in this Exhibit A, if Grantee shall be delayed, hindered in or prevented from holding Events at the Project by reason of the occurrence and continuation of any delay or interruptions in the operation of the Project, caused by natural disaster, fire, war, embargoes, civil disturbances, earthquake, floods, explosion, extraordinary adverse weather conditions, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes or lockouts or other events. Acts of God, governmental orders or other circumstances beyond the Grantee's reasonable control (collectively an "Unavoidable Delay"), the period for the measuring of an Event Shortfall shall be extended for a period equivalent to the excusable period of the delay, provided the Grantee shall give the Grantor written notice and full particulars of the Unavoidable Delay within a reasonable time after the event occurs.

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 12

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE PUBLIC SAFETY ANSWERING POINT OPERATIONS GRANT PROGRAM .

Purpose and General Idea:

Provides authorization to Enter into a Multi-Year Agreement with Unified Communications Center for the 2023 Public Safety Answering Point Grant Program.

Summary of Specific Provisions:

Authorization to accept \$175,333 in funding from the NYS Department of Homeland Security and Emergency Services for the 2023 Public Safety Answering Point Grant Program (2023 PSAP Grant). The performance period for this grant is from January 1, 2023 and ending December 31, 2024.

Effects Upon Present Law:

None.

Justification:

Due to a delay on the state side for finalizing the contract, the grant has a two-year use period from Jan 1, 2023 to Dec 31, 2024. Acceptance of this multi-year contract is necessary in order to access the funds, and there is no budget change needed.

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
Kevin Spawn, Director of the Unified Communications Center

Date: February 9, 2024

RE: Authorization to Enter into a Multi-Year Agreement with Unified Communications Center for the 2023 Public Safety Answering Point Grant Program

Attached is a memorandum from Kevin Spawn, Director of the Unified Communications Center, requesting authorization to enter into a multi-year agreement with the NYS Department of Homeland Security and Emergency Services for the 2023 Public Safety Answering Point Grant Program. Under this agreement, the Schenectady County Unified Communications Center will be awarded \$175,333.00 which can be used to support eligible public safety call-taking and dispatching expenses.

This agreement has a term beginning January 1, 2023 and ending December 31, 2024.

I recommend your approval.



Schenectady County
Unified Communications Center
2694 Hamburg Street, Schenectady NY 12303
Phone: (518) 630-0911 Fax: (518) 831-2850



Kevin W. Spawn – Director
Albert A. DelGiaccio – Deputy Director

MEMO CORRESPONDENCE

TO: County Manager Rory Fluman

DATE: 02/06/2024

FROM: Director Kevin Spawn

SUBJECT: 2023 Public Safety Answering Point Grant

Schenectady County Unified Communications has been awarded a grant under the New York State 2023 Public Safety Answering Point Grant Program. The grant funds awarded total \$175,333.00. In most cases this grant is for one year and is part of our annual budget. Due to a delay on the state side for finalizing the contract, they have decided to make this grant a two-year use grant Jan 1, 2023 – Dec 31, 2024. Under County rules we will need to accept this multi-year contract. There is no budget change needed.

Please accept this memo as my request for Schenectady County to approve this multiyear contract. If you have any further questions please don't hesitate to ask.

Respectfully submitted,

Kevin Spawn
Director



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

October 24, 2023

The Honorable Anthony Jasenski, Sr.
Chair, Schenectady County Legislature
620 State Street
Schenectady, NY 12305

Dear Mr. Jasenski:

I am pleased to announce that Schenectady County has been awarded \$175,333 under the New York State 2023 Public Safety Answering Point Operations Grant Program (2023 PSAP Grant). This program, administered by my agency, allows for State support to counties for eligible public safety call-taking and dispatching expenses. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the state.

The performance period for the 2023 PSAP grant will be 12 months, beginning calendar year 2023 (January 1, 2023 – December 31, 2023). Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 30 calendar days of the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated PSAP point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of *"your public safety first"* responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Bray".

Jackie Bray
Commissioner

LEGISLATIVE INITIATIVE FORM

Date: 2/9/2024
Reference: Rules
Dual Reference:
Initiative: R 13

Title of Proposed Resolution:

A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH JAMROCK LEASING, LLC FOR A PARCEL AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides authorization to enter into a lease agreement with Jamrock Leasing, LLC for a One Acre Parcel of Land at the County Airport

Summary of Specific Provisions:

Authorizes a lease agreement between the County and Jamrock Leasing, LLC for a One Acre Parcel of Land at the County Airport. The initial lease rate is \$12,000 per year, with a 3% annual increase, and the term of the lease is 25 years with two (2) 5-year options. Under the lease, the lessee is required to build a 12,000 sq. ft. hangar, with all construction and development costs including infrastructure to be paid by the lessee.

Effects Upon Present Law:

none

Justification:

A public hearing was held for this action at the Legislative Committee Meeting held on February 5, 2024.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

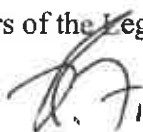


RORY FLUMAN
COUNTY MANAGER

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 Gardner, County Attorney

Date: February 9, 2023

RE: Authorization to Enter into a Multi-Year Lease Agreement with Jamrock Leasing, LLC at the County Airport

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to enter into a multi-year lease agreement with Jamrock Leasing, LLC. Under this agreement, Jamrock Leasing, LLC will lease a one-acre parcel of land at the County Airport and construct a 12,000 square foot hangar. The initial lease rate is \$12,000 per year with a 3% annual increase, and it has a term of twenty years with two (2) five-year options.

A public hearing was held for this action at the Legislative Committee Meeting on February 5, 2024. I recommend your approval.

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

To: Rory Fluman, County Manager

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

Dated: February 8, 2024

Copies to: Geoffrey T. Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Ray Gillen, Director of Economic Development and Planning
Jaclyn Falotico, Commissioner of Finance
Erin Laiacona, Director of Public Communications
Marylou Riddle, Executive Secretary to County Manager
Charles Davidson, Sustainability Coordinator

Re: Schenectady County Airport Site Lease Agreement with Jamrock Leasing, LLC for a One Acre Parcel of Land

I have attached a copy of the above-referenced Lease between the County of Schenectady and Jamrock Leasing, LLC.

Essential
Terms of Lease

Rent: The initial Lease rate is \$12,000 per year, which increases 3% each year.

Term: The term of the Lease is for twenty-years with two five year options.

Construction: Under the Lease, the lessee is required to build a 12,000 square foot hangar. All construction and development costs including infrastructure are borne by the lessee.

I am requesting that this proposed Lease be forwarded to the Schenectady County Legislature for its consideration at its meeting on Tuesday, February 13, 2024.

CHG/kah
Attachment



Schenectady County Legislature

NOTICE OF PUBLIC HEARING ON PROPOSED LEASE OF REAL PROPERTY AT THE SCHENECTADY COUNTY AIRPORT

PLEASE TAKE NOTICE that pursuant to section 352 of the General Municipal Law, a public hearing is hereby called, on Monday, February 5, 2024 at 7:00pm to be held before the Legislature of the County of Schenectady in the Legislative Chambers, in the County Office Building, 620 State Street, 6th Floor, Schenectady, NY 12305, for the purpose of hearing all interested persons in the proposed lease between Schenectady County and Sandy Jackson for a one-acre site located on the County Airport.

Mr. Jackson is interested in constructing a 9,600 square foot hangar on this one-acre site. Mr. Jackson would pay all costs associated with construction of the hangar and would install all necessary infrastructure at his own cost. The County would lease the land to Mr. Jackson for \$12,000 per year. The lease rate would increase at a rate of 3% per year or the consumer price index (CPI) whichever is higher. The lease would be for twenty years with two five-year options. In addition to the lease of the land, a payment in lieu of tax (PILOT) agreement will be negotiated.

Dated at Schenectady, New York this 18th Day of January, 2024.

/s/ Geoffrey T. Hall

Clerk

Schenectady County Legislature

SCHENECTADY COUNTY AIRPORT SITE LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of February, 2024, between THE COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation duly formed under the laws of the State of New York, with an office for the transaction of business at 620 State Street, Schenectady, New York 12305, hereinafter referred to as the "Landlord", and Jamrock Leasing, LLC, a limited liability company, duly formed under the laws of the State of New York, with its principal office at 397 Anthony Street, Schenectady, New York 12308, hereinafter referred to as the "Tenant",

WITNESSETH:

WHEREAS, Landlord is the owner and operator of a general aviation facility known as Schenectady County Airport, located in the Town of Glenville and State of New York; and

WHEREAS, Tenant wishes to construct, maintain and operate an approximate 9,600 square foot aircraft hangar on the airport lands; and

WHEREAS, Tenant would pay all costs associated with the construction of the hangar and install all necessary infrastructure at its own cost; and

WHEREAS, after due consideration, the Schenectady County Legislature passed Resolution _____ attached hereto and marked Exhibit A, authorizing the execution of a Lease Agreement with Tenant.

NOW, THEREFORE, in consideration of the premises and the promises, covenants and conditions contained herein, the 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 \$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 an approximate one acre parcel of land as described on Exhibit B attached to and made a part of this Lease.

Section 1.02. **AUXILIARY AREA:**

(a) During the Term of the Lease, the following privileges to use certain portions of the Entire Airport Premises (the "Auxiliary Area") 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 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 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 or 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 (the portion 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 exitways of the Entire Airport Premises; (f) during time of war or national emergency, 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) to further develop or improve the landing area of the Airport as the Landlord 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.

Section 1.04. **LANDLORD'S OBLIGATION WITH RESPECT TO THE AUXILIARY AREA:** 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 reasonable 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 to construct, operate and maintain a hangar of approximately 9,600 square feet for use by general aviation aircraft, subject to applicable legal requirements, and for no other purpose.

Section 2.02. **OPERATING RULES:**

(a) Tenant shall keep the Demised Premises (including exterior and interior portions) in a neat and clean condition and remove all accumulated snow and ice as necessary to allow use of the Demised Premises.

(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 concealed metal containers) of any rubbish or garbage in, on, or about any part of the Demised Premises.

(e) Tenant shall observe all reasonable and applicable rules and regulations, ordinances, resolutions and minimum standards for commercial aeronautical activities established by Landlord and by the Federal Aviation Administration and any other proper 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.

(f) Tenant agrees that it will comply and observe all restrictive covenants which affect or are applicable to the Demised Premises and the Entire Airport Premises. Landlord warrants that the restrictive covenants do not prohibit the use of the Demised Premises as set forth in Section 2.01 herein.

(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.

(i) Tenant agrees to install, maintain and operate proper obstruction lights on tops of all buildings which may be placed by it on the Demised Premises and keep the same lighted from sunset to sunrise.

(j) Tenant agrees to operate the Lease Premises 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 nondiscrimination 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.
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.

5. The Tenant will comply with the provisions of Section 291-299 of the New York Executive Law and the New York Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

ARTICLE III. CONSTRUCTION OF THE LEASEHOLD IMPROVEMENTS

Section 3.01. PLANS AND SPECIFICATIONS: Within one hundred twenty (120) days after the date of this Lease, Tenant shall submit to Landlord, for Federal Aviation Administration and Landlord review and approval, detailed plans and specifications for the leasehold and infrastructure improvements (the "Leasehold Improvements"). Landlord shall approve, reject or suggest modifications to those plans and specifications. 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 in this Lease as the "Plans and Specifications."

Section 3.02. PERMITS TO BUILD:

(a) Promptly after the Plans and Specifications are approved by Landlord and the Federal Aviation Administration, Tenant shall apply for all approvals and permits legally required in connection with the construction of the Leasehold Improvements, 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 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. The Tenant specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wage and supplement" and also agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- (c) There may be charged to the Tenant by the Landlord under this Lease a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and
- (d) This Lease may be cancelled or terminated by the Landlord and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Lease, and
- (e) The aforesaid provisions of this section of the Lease shall be limited to operations performed within the territorial limits of the State of New York.

Section 3.05. DELIVERY OF POSSESSION: Delivery of Possession shall occur on April 1, 2009. Landlord shall vacate the Demised Premises at that time.

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: The 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 the 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, the Tenant shall nevertheless remain liable to the Landlord under all covenants of this Lease.

ARTICLE IV. TERM

Section 4.01. TERM: The term of this Lease shall be for a period of twenty (20) years, commencing the date first set forth above, and ending on the 20th anniversary thereafter.

Section 4.02. OPTION: The Tenant shall have the right and option to renew this Lease for two (2) successive terms of five (5) years each upon the same terms and conditions as stated herein. The Tenant shall exercise said options by written notice to the Landlord at least ninety (90) days prior to the expiration of the lease period then in force.

ARTICLE V. RENT

Section 5.01. RENT: During the term hereof, Tenant shall pay rent to Landlord without previous notice or demand therefore at the rate of Twelve Thousand (\$12,000.00) Dollars per annum, in equal monthly installments. Each monthly installment shall be due in advance. The first monthly installment shall be due upon execution. Each subsequent installment shall be due on the first day of each month during the term.

Section 5.02. ESCALATION: The rental rate shall, however, be adjusted yearly, and calculated as of the thirtieth (30th) day before the culmination of the lease year by increasing the annual rent by three (3%) percent per annum or CPI, whichever is higher. Such rental rate as hereby determined shall apply and be payable the subsequent lease year.

Section 5.03. ADDITIONAL RENT:

(a) The Parties acknowledge that this Agreement is contingent upon the Parties execution of a Payment In Lieu Of Taxes (PILOT) Agreement and the failure to execute such an Agreement would nullify this Agreement.

(f) The Tenant understands that tax exemption extended to the Landlord by the Real Property Tax Law may not entitle the Landlord exemption from special assessments and special ad valorem levies, and Tenant agrees to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Leased Premises.

(g) If the Demised Premises should not at any time be exempt from real property taxes, the Tenant shall pay to the Landlord all amounts assessed against the property, if any, for general and school taxes, special assessments, use taxes, and municipal charges within ten (10) days after such bills are presented by the Landlord for payment.

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, Additional Rent, 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 AND ALTERATIONS

Section 6.01. ALTERATIONS: Tenant may not make any leasehold improvements and alterations to the Demised Premises without the prior written consent thereto by Landlord. If Landlord grants such consent, such alterations and improvements 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. INDEMNIFICATION: All employed contractors must agree to indemnify and hold harmless the Tenant, the general contractor, if any, and the Landlord from and against all claims, as hereinafter defined, which arise from or are in connection with any act or omission by the employed contractors.

Section 6.04. 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 and any contractors employed by Tenant shall obtain (and during the performance of such work keep in force) public liability insurance with a limit of liability of at least One Million (\$1,000,000.00) Dollars for each occurrence, Three Million (\$3,000,000.00) Dollars in the aggregate, with a Five Million (\$5,000,000.00) Dollar umbrella policy, which policy shall include coverage for products and completed operations, workmen's compensation and disability insurance to cover every contractor to be employed and an Owners and Contractors Protective Liability Policy with a limit of liability of no less than \$2,000,000. Such policies shall name the County of Schenectady as additional insured, shall be non-cancelable without ten (10) days notice to Landlord and issued by companies reasonably satisfactory to Landlord. Prior to the commencement of such work, Tenant shall deliver duplicate originals of certificates of insurance 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 tenantable 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. 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 (\$2,000.00) Dollars, 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 therefore 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 requirement 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 therefore, Tenant shall reimburse Landlord for the cost of making such repairs.

Section 7.06. SURRENDER OF PREMISES: On the expiration date of the Lease, 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 all or a portion of the Leasehold Improvements and any other additions or alterations made by Tenant, and to partially or fully 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 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 obligation 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 all, or any 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 them or such portion of its condition immediately prior to such occurrence.

Section 10.04. FIRE INSURANCE: With respect to insurance on the Demised Premises:

(a) Tenant shall maintain:

- (i) insurance against damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, vandalism, malicious mischief, civil commotion, and other risks at the time included in "Extended Coverage" in an amount not less than one hundred (100%) percent of the then actual replacement value of the Demised Premises (determined not less than annually);
- (ii) Building Ordinance or Law, Coverage A – loss to undamaged portion of the building (Bldg Limit); Coverage B – demolition cost (\$100,000 minimum), and Coverage C – increased cost of construction (\$100,000 minimum).

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

(c) Each insurance policy, or a certificate with respect thereto, shall be delivered to Landlord on or before possession of the Demised Premises by Tenant.

(d) At such times as Landlord may reasonably request, and at least once in each year on the anniversary date of this Lease, without any such request, Tenant shall deliver to Landlord a certificate setting forth all pertinent details with respect to the insurance policies in force at the end of the preceding month, 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 therefore 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 therefore, so long as the other party pays each extra cost. If extra cost shall be chargeable therefore, 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 of the 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 16.09.

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 full 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 (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, or use of the Auxiliary Area as provided herein; (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 caused in whole or in part by the negligence of the Tenant. 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 impleaded. Tenant shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Landlord, in connection with the foregoing.

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

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 and any designee of Landlord as additional insureds, protecting Landlord, Tenant and any designee of Landlord 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 an insurance company rated no less than A-VIII by A.M. Best, authorized to do business in the State of New York and satisfactory to Landlord, and (ii) in the minimum amount of One Million (\$1,000,000.00) Dollars with respect to each occurrence and Three Million (\$3,000,000.00) Dollars in the aggregate. Tenant shall also provide an Umbrella Policy in the minimum amount of \$5,000,000, Hangar Keepers Liability Insurance in a minimum amount of Five Million (\$5,000,000.00) Dollars and an Automobile Liability Policy with a limit of no less than \$5,000,000 total. Said policies shall name the County of Schenectady as an additional insured, including products and completed operations, and 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.

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 or flying over 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 bursting, stoppage, or leakage of sewer pipes.

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 of 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 the period of such suspension.

ARTICLE XIII. COVENANT OF QUIET ENJOYMENT

Landlord covenants that if Tenant pays the rent and all other charges provided for herein, performs all of its obligations provided for hereunder, and observes all 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 hereof.

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, (z) make an application in any such proceedings for or acquiesce to the appointment of a trustee or receiver for it or all or 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 proceedings 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 any 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, after five days notice in writing from the Landlord that the same is unpaid, 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.
- (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 forceable 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's 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 not prejudice Landlord's right to enforce the collection of any difference to 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 the provisions hereof.

(b) Landlord shall in good faith attempt to 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.

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 hereby 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 single 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 waiver of, or acquiesce 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 appurtenances 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 maintenance of the Entire Airport 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 the 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 provision of this Lease shall be invalid and be enforced to the fullest extent permitted by law.

(d) The captions and headings used throughout this Lease are for 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 part 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 "reenter" and "reentry" as used herein are not restricted to their technical legal meaning.

(c) The following words and phrases shall be construed as follows: (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"

Section 16.03. INDEPENDENT CONTRACTOR: The relationship of the Tenant to the Landlord shall be that of independent contractor. The Tenant, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the Landlord by reason thereof, make any claim, demand or application to an officer or employee of the Landlord including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

Section 16.04. NO ORAL CHANGES: This Lease may not be changed or terminated orally.

Section 16.05. 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, address:

(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: 11 Meyer Road, Clifton Park, New York 12065, with a copy to: Richard F. Anderson, Jr., Esq., Ianniello, Anderson & Reilly, P.C., 805 Route 146, Northway Nine Plaza, Clifton Park, New York 12065, or such other address as Tenant shall designate by giving notice thereof to Landlord.

Section 16.06. 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 16.07. 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 16.08. 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

WITNESS:

BRUCE TANSKI CONSTRUCTION AND DEVELOPMENT, LLC

By: _____

I hereby agree, as guarantor of this Lease, to make whole the Landlord for any loss occasioned by the Tenant's failure to carry out the terms, conditions and covenants of this Lease. I agree to make any payment to the Landlord required by this guarantor within thirty days of demand therefor in writing by the Landlord.

Bruce Tanski, Individually

STATE OF
COUNTY OF

ss.:

On the _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said State, appeared _____, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

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

On the _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said State, appeared KATHLEEN ROONEY, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

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

On the _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said State, appeared _____, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

EXHIBIT A

EXHIBIT B



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