



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: May 14, 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, May 14, 2024 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

****AMENDED****

Item	Title	Sponsor	Co-Sponsor
R	26 A RESOLUTION PROCLAIMING JUNE 2024 AS LESBIAN, GAY, BISEXUAL, TRANSGENDER & QUEER (LGBTQ+) PRIDE MONTH	The Committee on Rules	
R	27 A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE CIVIL OFFICE ON RECEIVING NEW YORK STATE SHERIFF'S ASSOCIATION ACCREDITATION STATUS	The Committee on Rules	
R	28 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT FOR THE OPTION TO PURCHASE IMPROVEMENTS, A GROUND LEASE, AND THE PURCHASE OF PROPERTY	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	29 A RESOLUTION APPROVING THE SCENECTADY COUNTY INVESTMENT POLICY	The Committee on Rules	
R	30 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR “CODE BLUE” SHELTERING	The Committee on Rules	
R	31 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A PRELIMINARY AGREEMENT WITH SUNY SCENECTADY AND ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER	The Committee on Rules	
R	32 A RESOLUTION RECOGNIZING MAY 2024 AS JEWISH HERITAGE MONTH	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 5/10/2024
Reference: Rules
Dual Reference:
Initiative: R 26

Title of Proposed Resolution:

A RESOLUTION PROCLAIMING JUNE 2024 AS LESBIAN, GAY, BISEXUAL,
TRANSGENDER & QUEER (LGBTQ+) PRIDE MONTH

Purpose and General Idea:

A Resolution Proclaiming June 2024 As Lesbian, Gay, Bisexual, Transgender & Queer (Lgbtq+) Pride Month.

Summary of Specific Provisions:

A Resolution Proclaiming June 2024 As Lesbian, Gay, Bisexual, Transgender & Queer (LGBTQ+) Pride Month.

Effects Upon Present Law:

None.

Justification:

Ceremonial resolution.

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 5/10/2024
Reference: Rules
Dual Reference:
Initiative: R 27

Title of Proposed Resolution:

A RESOLUTION CONGRATULATING SHERIFF DAGOSTINO AND THE CIVIL OFFICE ON RECEIVING NEW YORK STATE SHERIFF'S ASSOCIATION ACCREDITATION STATUS

Purpose and General Idea:

A resolution congratulating Sheriff Dagostino and the Civil Office on receiving New York State Sheriff's Association accreditation status.

Summary of Specific Provisions:

A resolution congratulating Sheriff Dagostino and the Civil Office on receiving New York State Sheriff's Association accreditation status.

Effects Upon Present Law:

None.

Justification:

Ceremonial resolution.

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 5/10/2024
Reference: Rules
Dual Reference:
Initiative: R 28

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT FOR THE OPTION TO PURCHASE IMPROVEMENTS, A GROUND LEASE, AND THE PURCHASE OF PROPERTY

Purpose and General Idea:

Provides authorization to Enter into a \$75,000 option agreement to relocate the Schenectady County Office Building to One Broadway Center

Summary of Specific Provisions:

Provides authorization to Enter into a \$75,000 option agreement to relocate the Schenectady County Office Building to One Broadway Center.

The effective date of the option is May 15, 2024. It may be executed no later than August 15, 2024, and the price of the Option is \$75,000. This 3-month option gives the County ample time to perform all necessary due diligence. If this Option is exercised by that date, the option fee shall be credited against the purchase price. There is the possibility of a one-month extension in the option at a cost of an additional \$75,000. However, if this course is chosen. the entire \$150,000 price of the option will not be credited against the purchase price.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Capital Budget to establish the One Broadway Center Project for the option to purchase the building for \$75,000.

CAPITAL BUDGET

Establish Capital Project 1620240079 One Broadway Center

Increase Expense Code By:

H521620.201000	Capital-Facilities	\$75,000
(1620240079-0001-0201)		

Create/Increase Revenue Code By:

H999901.5710	Interfund Revenue	\$75,000
(3150240078-5710-0000)		

Increase Expense Code By:

A59950.906	Transfer to Capital	\$75,000
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Increase Use of Fund Balance:

A599	Appropriated Fund Balance	\$75,000
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Justification:

The County Office Building (COB) located at 620 State Street began construction in 1960 with a grand opening to the public on October 15th, 1962. At the time, it was a technological marvel that served our County well. Since 1960, our county operations have grown and expanded to multiple other buildings. Overtime, the COB has maintained its leadership function within County government serving the Legislature, County Clerk, and two whole floors dedicated to Family Court. As we invest in County buildings annually, issues always persist when we attempt to upgrade functionality at the COB due to the age of the building.

In 2023 a building condition survey was commissioned to look at the Jail, Courthouse, and COB's existing conditions of all mechanicals, conditions, and general health of our buildings. Specifically identified in the COB by the C2 Design Group was the state of our HVAC system. For anyone who works in the COB, it is well known that the system completely shuts down 4-5 times a year due to its age. The HVAC system is a single rooftop unit that moves air through each floor of the COB. There is zero redundancy in this system and when it breaks, parts must be specially fabricated quickly to get the system up and running again. The 2023 building condition survey estimates that replacing the HVAC would cost 6.5 million dollars. That figure does not include end unit HVAC installation within all the offices and asbestos remediation. In February 2024, a follow-up letter was provided to the County by C2 regarding the feasibility and the plausibility of replacing the HVAC. The letter states: "replacing existing mechanical systems would trigger the removal of asbestos. These renovations would undoubtedly impact employee health and safety". The report goes on to say employees would have to be removed from the building for up to two years, triggering relocating existing County functions and State Family Court for a period of time. The cost for complete COB asbestos removal, reportedly, is over 30 million dollars alone with an unknown time of completion. Leasing offsite County and State Court system space would also come at an additional price.

The existing COB, while functional, no longer adequately accommodates the burgeoning demands of a growing population and evolving administrative requirements. Its location, accessibility, and infrastructure pose limitations that hinder safety, efficiency, and effectiveness in serving the community. Improved space, infrastructure and technology integration can enable county officials and employees to work more productively, ultimately benefiting the community. Transition would take 2-3 years with engagement of multiple stakeholders. While relocation may entail initial investment, the long-term benefits appear to clearly outweigh the costs.

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: May 10th, 2024

Re: Authorization to Enter into a \$75,000 Option Agreement to Relocate the Schenectady County Office Building to One Broadway Center.

The County Office Building (COB) located at 620 State Street began construction in 1960 with a grand opening to the public on October 15th, 1962. At the time, it was a technological marvel that served our County well. Since 1960, our county operations have grown and expanded to multiple other buildings. Overtime, the COB has maintained its leadership function within County government serving the Legislature, County Clerk, and two whole floors dedicated to Family Court. As we invest in County buildings annually, issues always persist when we attempt to upgrade functionality at the COB due to the age of the building.

In 2023 a building condition survey was commissioned to look at the Jail, Courthouse, and COB's existing conditions of all mechanicals, conditions, and general health of our buildings. Specifically identified in the COB by the C2 Design Group was the state of our HVAC system. For anyone who works in the COB, it is well known that the system completely shuts down 4-5 times a year due to its age. The HVAC system is a single rooftop unit that moves air through each floor of the COB. There is zero redundancy in this system and when it breaks, parts must be specially fabricated quickly to get the system up and running again. The 2023 building condition survey estimates that replacing the HVAC would cost 6.5 million dollars. That figure does not include end unit HVAC installation within all the offices and asbestos remediation.

In February 2024, a follow-up letter was provided to the County by C2 regarding the feasibility and the plausibility of replacing the HVAC. The letter states: "replacing existing mechanical systems would trigger the removal of asbestos. These renovations would undoubtedly impact employee health and safety". The report goes on to say employees would have to be removed from the building for up to two years, triggering relocating existing County functions and State Family Court for a period of time. The cost for complete COB asbestos removal, reportedly, is

over 30 million dollars alone with an unknown time of completion. Leasing offsite County and State Court system space would also come at an additional price.

Considering the evolving needs of Schenectady County Government, the relocation of the COB emerges as a pressing consideration. Nearby buildings were reviewed that could accommodate the size and scope of our COB. One Broadway Center, the “old” New York State Lottery Building behind Proctors, quickly became a prominent choice from our search. A Property Condition Report (PCR) was received from the new owners 1 Broadway Tower, LLC. NYS Lotto has successfully moved out completely, leaving behind only leases for the 8th floor to the Federal Social Security Administration, and roof top antenna leases which provides nearly \$500K annually in revenue to the building now.

In March and April 2024, multiple tours and inspections of the building were completed by the Managers Office, Metroplex, County Facilities, IT, some Legislative Members, and finally outside architects and building system experts who are building a cost report for short- and long-term capital needs of One Broadway Center currently.

All initial indicators are pointing to this being an incredible opportunity for the County. Consolidating off-site County offices leases such as Public Health, WIC, Veterans, Facilities, Credit Union, and parking lot rentals can all be absorbed by this one site. Applying a portion of the annual \$974K State Court lease funds towards One Broadway Center in the future would also diminish future staffing, maintenance, and bond obligations for the building annually.

Currently, \$1.7 million in 2024 capital projects in the COB have stopped and the \$5 million budgeted for a new-build facility building has also been stopped. An additional \$1.9 million currently sits in a Courthouse reserve fund for Courthouse uses that could be applied to defer Courthouse capital costs such as relocation of the COB’s state court officer’s security post.

The existing COB, while functional, no longer adequately accommodates the burgeoning demands of a growing population and evolving administrative requirements. Its location, accessibility, and infrastructure pose limitations that hinder safety, efficiency, and effectiveness in serving the community. Improved space, infrastructure and technology integration can enable county officials and employees to work more productively, ultimately benefiting the community. Transition would take 2-3 years with engagement of multiple stakeholders. While relocation may entail initial investment, the long-term benefits appear to clearly outweigh the costs.

All this sincere preliminary analysis has positioned the Manager’s Office to come forward to the Legislature for consideration to approve an option on the property for \$75,000 that, within a three-month timeframe, would give the County sole rights to lease and purchase the building for \$12.5 million. This would occur as an initial \$500K building lease cost with a \$6 million dollar payment for the building in 2024 and then a \$6 million dollar payment for the land in 2025.

This next three months would enable the County to inspect the last five years of revenue and expenses on the building, build real time cost estimates for any transition and capital needs, and coordinate with the State Court System on the needs and requirements for moving Family Court.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: May 9, 2024
SUBJECT: Capital Budget Amendment – Option to Purchase One Broadway Center

The Department of Finance provides the following amendment to the 2024 Capital Budget to establish the One Broadway Center Project for the option to purchase the building for \$75,000.

CAPITAL BUDGET

Establish Capital Project 1620240079 One Broadway Center

<u>Increase Expense Code By:</u> H521620.201000 (1620240079-0001-0201)	Capital-Facilities	\$75,000
<u>Create/Increase Revenue Code By:</u> H999901.5710 (3150240078-5710-0000)	Interfund Revenue	\$75,000
<u>Increase Expense Code By:</u> A59950.906	Transfer to Capital	\$75,000
<u>Increase Use of Fund Balance:</u> A599	Appropriated Fund Balance	\$75,000

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

**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: May 9, 2024

Copies to: Geoffrey T. Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Jaclyn Falotico, Commissioner of Finance
Stephen Luciano, Director of Facilities
Ray Gillen, Director of Economic Development and Planning
Hon. Gary Hughes, Chair, Schenectady County Legislature
Frank S. Salamone, Executive 1st Deputy County Attorney
Erin Laiacona, Director of Public Communications
Marylou Riddle, Executive Secretary to County Manager
Charles Davidson, Sustainability Coordinator

Re: Proposed "Agreement for the Option to Purchase Improvements,
Ground Lease and Purchase of Real Property" between the County
of Schenectady and Broadway LLC

I have attached a copy of the "Agreement for the Option to Purchase Improvements, Ground Lease and the Purchase of Real Property" which was negotiated by Frank Salamone and myself at your request. I am requesting that this Agreement be presented to the County Legislature at its meeting on May 14, 2024, for its consideration.

**Description of the
Property and the Land**

The property in question is One Broadway Center located in downtown Schenectady right behind Proctors.

The building is 9 stories and 161,606 square feet. As I explain this transaction later in the memorandum the acquisition cost of the property is \$12,500,000. The acquisition price per square foot is only \$77.34 – an extremely affordable price.

The building was constructed in 1990. The superstructure is poured concrete. There are eight parking spots adjacent to the building. However, Ray Gillen, Chairman of Metroplex, has stated a willingness to assist the County in this endeavor through the parking garage across the street which is owned by Metroplex.

This building was the longtime home of the New York State Lottery which has located just down the street on Broadway.

Due to the overall reduction in demand for office space as a result of the increase in remote work post-pandemic, the new owner of the building was planning to convert this building to residential use. Ray Gillen advised you that a purchase from the new owner was possible and several tours of this property ensued.

Explanation of the Agreements

1. The Option

The effective date of the option is May 15, 2024. It may be executed no later than August 15, 2024, and the price of the Option is \$75,000. This 3-month option gives the County ample time to perform all necessary due diligence. If this Option is exercised by that date, the option fee shall be credited against the purchase price. There is the possibility of a one-month extension in the option at a cost of an additional \$75,000. However, if this course is chosen, the entire \$150,000 price of the option will not be credited against the purchase price.

Purchase and Sale of the Building (\$6,000,000)

The closing date on the purchase of the building shall take place on or before 30 days after the Option Period or Extension. The purchase price of the building is \$6,000,000. The purchase of the

building is separate from the purchase of the land.

**Ground Lease Following Purchase
And Sale of Building (\$500,000)**

At the closing on the building, the ground lease commences. The annual rent of the ground is \$500,000 triple net per year.

Purchase of the Land (\$6,000,000)

The County has the option to purchase the land no earlier than April 1, 2025, and no later than April 30, 2025. The cost of the land purchase is \$6,000,000.

**\$2,790,739.28
Guaranteed Offset to the Cost of the
\$12,500,000 Acquisition Price from
Lease of Eighth Floor**

There is a long-term 13-year lease of the eighth floor to the US Government for the Social Security Administration which is dated September 17, 2019. In years 1-8, the total annual rent due to the landlord is \$436,685.78. The County would be purchasing the property at approximately the beginning of year 6 of the Lease. In years 9-13, the annual rent due to the landlord under this lease is \$296,136.40.

Accordingly, the County is guaranteed to receive the following rents if it purchases the property.

<u>Year of Lease</u>	<u>Total Rent</u>
6	\$ 436,685.76
7	\$ 436,685.76
9	\$ 296,136.40
10	\$ 296,136.40
11	\$ 296,136.40
12	\$ 296,136.40
13	\$ 296,136.40
Total	\$2,790,739.28
Due County for Lease of Space to US Government	

There is an excellent chance that the Social Security Administration will continue to pay approximately \$300,000 a year or more beyond September 2032 making this a semi-permanent income stream.

\$59,604
Additional Revenue from
Tower Leases and Licenses

The radio tower leases and licenses throw off an additional \$59,604 in each year.

Accordingly, there is an initial annual revenue stream of \$496,289.86.

Recommendation

The purchase of the land and building for \$12,500,000 is an amazing deal. This remarkably low price is even better than the robust rental incomes which are initially nearly \$500,000 per year.

As you have noted, we can move all of 620 State Street, including Family Court, to this location, and gradually relocate other county offices such as Public Health there as our leases expire.

This is clearly the lowest cost option available for the County office needs. Again, the option period provides ample time to perform due diligence. I recommend that this proposed agreement be forwarded to the County Legislature for its consideration on May 14, 2024.

CHG/pmp
Attachment

**AGREEMENT FOR THE OPTION TO PURCHASE
IMPROVEMENTS, GROUND LEASE,
AND PURCHASE OF REAL PROPERTY**

THIS Agreement made the ___ day of _____, 2024 (the "Effective Date"), by and between **1 Broadway Tower, LLC**, a limited liability company organized and existing under the laws of the State of New York, maintaining an office to transact business at C/O Whiteman Osterman & Hanna LLP, One Commerce Plaza, Albany, NY 12260, referred to as Party of the First Part or Seller; and **The County of Schenectady**, a municipal corporation organized and existing under the laws of the State of New York maintaining an office to transact business at 620 State Street, Schenectady, New York 12305, Party of the Second Part or Purchaser,

RECITALS:

WHEREAS, the Party of the First Part owns certain property, commonly known as 1 Broadway Center in the City and County of Schenectady, more particularly described by the Section, Block, and Lot of 39.80-3-1.111 (the "Property"); and

WHEREAS, the Property is comprised of a nine-story (9), approximately 161,606 square foot building and on-premises equipment and associated infrastructure serving the building (the "Building") and approximately 1.14 acres of land including any non-Building improvements (the "Land"); and

WHEREAS, the County of Schenectady's current offices are located in a building that is aging and in need of significant repairs, modification, and modernization; and

WHEREAS, the County is exploring the most cost effective way to ensure proper and economical office space for County Government; and

WHEREAS, significant study is required to determine the cost associated with the necessary repairs and modifications to the current building and this County Legislature has an obligation to evaluate all possible opportunities to determine the most cost effective office space; and

WHEREAS, the County became aware that the building previously occupied by the New York State Lottery is available for purchase and that it may be a suitable option rather than undergoing the expense of renovating the current County Office Building; and

WHEREAS, the County wishes to explore the whether renovation of the current building or the potential relocation of County Offices is in the best interest of the County.

NOW, THEREFORE, in consideration of the sum of Seventy Five Thousand (\$75,000.00) Dollars ("Option Fee"), paid by the Party of the Second Part to the Party of the First Part, receipt whereof is hereby acknowledged, the Party of the First Part hereby grants to the Party of the Second Part, the exclusive option to purchase the Building pursuant to the terms set forth herein.

1. The Option.

- A.** The Party of the Second Part is hereby granted the exclusive option to purchase the Building and improvements, but not the Land, located at 1 Broadway Center, in the City and County of Schenectady, from the Seller pursuant to the terms and conditions of this Agreement and subject to a ground lease the terms of which are set forth in section 3 hereof.
- B.** The Effective Date shall serve as the commencement date of the Option, which shall be no later than May 15, 2024. For purposes of this Section only, notice of the execution of the Option Agreement shall be effective if sent by email. The term of the Option shall be three months from the Effective Date, terminating no later than August 15, 2024 (the "Option Period").
- C.** The option to purchase shall be exercised solely by the Party of the Second Part by written notice subscribed by the Party of the Second Part as follows: (1) by email received by the Party of the First Part no later than August 15, 2024; and (2), sent by registered or certified mail, to the address of the Party of the First Part as set forth below. To be effective the written option notice must be received by the Party of the First Part on or before August 19, 2024. Subject to the Extension, in the event the Party of the Second Part does not exercise its purchase option prior to the expiration of the Option Period, said purchase option shall be forfeited.
- D.** The Party of the Second Part shall enjoy the right to one (1) extension, of one (1) month to extend the Option Period until September 15, 2025 (the "Extension") upon the payment of the amount of an additional sum as set forth herein to be paid on or before August 15, 2024. In the event the Party of the Second Part does not exercise its purchase option prior to the expiration of the Extension, said purchase option shall be forfeited.
- E. Option Fees.**

 - a.** At the time of the execution of this Agreement the Party of the Second Part shall pay seventy five thousand Dollars (\$75,000.00) (the "Option Fee") directly to the Party of the First Part who shall have immediate access and use of the Option Fee. Such payment shall be received by the Party of the First Part contemporaneous with the notice set forth in Section 1B, by wire transfer..
 - b.** If the Party of the Second Part exercises the option within the Option Period (without the Extension) and purchases the Building the amount of the Option Fee payment shall be credited against the Purchase Price.

- c. If the Party of the Second Part exercises their right to the Extension, the Party of the Second Part shall pay seventy five thousand Dollars (\$75,000.00) (the "Extension Fee") directly to the Party of the First Part who shall have immediate access and use of the Extension Fee. This Extension Fee shall be in addition to all other amounts payable to the Party of the First Part. If the Extension is exercised, the Option Fee and the Extension fee, together one hundred fifty thousand Dollars (\$150,000), shall not be refundable to the Party in the Second Part, nor shall the Fee payments be credited to against the Purchase Price.
 - d. If the Party of the Second Part breaches the Agreement and does not purchase the Building, after exercising the Option, the Seller shall retain the Option fee as its sole recourse and both Purchaser and Seller shall be released from any obligations to purchase or sell the Building.
 - e. In the event the Party of the Second Part does not exercise the option as herein provided, the entire Option Fee and entire Extension Fee, if applicable, shall be retained by the Party of the First Part free of all claims of the Party of the Second Part and neither party shall have any further rights or claims against the other.
 - f. If the Parties of the First Part breach their obligations under this Agreement and do not sell the Building or is unable to convey good and marketable title then as the sole and exclusive remedy of the Purchaser, Seller shall be obligated to repay to Purchaser the entire Option Fee Payment and entire Extension Fee, if applicable, and both the Purchaser and Seller shall be released from any obligations to purchase or sell the Building
- F. FURTHER ADVERTISING.** During the Option Period, the Party of the First Part may continue to advertise the Property, but shall be prohibited from entering into any agreement to sell the Building or Land during the Option Period to any party other than the Party of the Second Part, unless such agreement is contingent upon and subject to the termination of the Option pursuant to the terms laid out herein.
- G. TESTING AND INSPECTIONS.** During the Option Period, the Party of the Second Part shall enjoy the right to inspect, investigate, and perform any tests in the Party of the Second Part's sole discretion is necessary. The Party of the Second Part will promptly repair and restore any damage or injury to the Property caused by such investigations/tests and return the Property to its condition which existed prior to the Party of the Second Part's entry onto the Property. The Party of the Second Part will not permit any liens, or encumbrances to arise against the Property in connection with such investigations/tests. The Party of the First Part shall provide copies of all relevant documents regarding the premises, improvements, and its systems that are reasonably in its possession to the Party of the Second Part for review and inspection and shall provide all reasonable due diligence assistance.

H. Environmental Tests. Seller shall provide Purchaser with copies of any and all reports regarding any environmental testing in its possession. During the Option Period, Purchaser may cause at its sole expense a Phase I Environmental examination of the Property to be made by a qualified expert. Should such examination show that additional action may be required to determine if the Property is free from environmental hazard or waste or indicate removal of an environmental hazard or waste from the Property is necessary, Purchaser may at its option either cancel this Agreement by notice to Seller and in the event Purchaser so notifies, in which case this Agreement shall be deemed canceled and null and void; or the Purchaser may conduct such other and further testing prior in order to determine the extent of any such environmental hazards or waste, but Purchaser shall continue to enjoy the authority to cancel this Agreement after such other and further testing but shall provide a copy of any environmental reports to the Seller.

I. REPORTS. Should the Party of the Second Part undertake any inspections and/or testing set forth in paragraphs F and G of this Section, copies of any reports, analyses, or data shall be provided to the Party of the First Part.

J. INSURANCE. The Party of the Second Part shall fully insure its operations and indemnify, defend, and hold the Party of the First Part harmless for any acts or omissions of the Party of the Second Part in exercising its rights under this Agreement. The Party of the Second Part shall maintain all necessary liability, workers compensation, and other insurance policies, and the Party of the Second Part shall maintain General Liability Aggregate coverage in the amount of Two Million (\$2,000,000.00) Dollars. The Party of the First Part shall be listed as an additional insured on all such policies. The Party of the First Part shall receive a copy of the insurance policies prior to the commencement of any activity or inspections taking place on the Property and shall receive copies of all renewal certificates during the time period. If at any time the insurance requirements set forth herein lapse, all activities shall cease until such deficiencies are cured.

K. CLOSING. If the purchase option shall be exercised by the Party of the Second Part, then, and in such event, the Parties of the First Part shall transfer the ownership of the Building and improvements to the Party of the Second Part, subject to a ground lease, pursuant to the terms set forth in this Agreement. The Closing shall be at the offices of the County and shall take place on or before thirty (30) days after the Option Period or Extension, if applicable, Time Being of the Essence (the "Closing Date").

2. PURCHASE AND SALE OF BUILDING.

A. Purchase Price. The Parties agree that should the Party of the Second Part exercise its option to purchase the Building and improvements pursuant to this Agreement, that the Purchase Price of the Building shall be six million (\$6,000,000.00) Dollars.

- c. If the Party of the Second Part exercises their right to the Extension, the Party of the Second Part shall pay seventy five thousand Dollars (\$75,000.00) (the "Extension Fee") directly to the Party of the First Part who shall have immediate access and use of the Extension Fee. This Extension Fee shall be in addition to all other amounts payable to the Party of the First Part. If the Extension is exercised, the Option Fee and the Extension fee, together one hundred fifty thousand Dollars (\$150,000), shall not be refundable to the Party in the Second Part, nor shall the Fee payments be credited to against the Purchase Price.
 - d. If the Party of the Second Part breaches the Agreement and does not purchase the Building, after exercising the Option, the Seller shall retain the Option fee as its sole recourse and both Purchaser and Seller shall be released from any obligations to purchase or sell the Building.
 - e. In the event the Party of the Second Part does not exercise the option as herein provided, the entire Option Fee and entire Extension Fee, if applicable, shall be retained by the Party of the First Part free of all claims of the Party of the Second Part and neither party shall have any further rights or claims against the other.
 - f. If the Parties of the First Part breach their obligations under this Agreement and do not sell the Building or is unable to convey good and marketable title then as the sole and exclusive remedy of the Purchaser, Seller shall be obligated to repay to Purchaser the entire Option Fee Payment and entire Extension Fee, if applicable, and both the Purchaser and Seller shall be released from any obligations to purchase or sell the Building
- F. FURTHER ADVERTISING.** During the Option Period, the Party of the First Part may continue to advertise the Property, but shall be prohibited from entering into any agreement to sell the Building or Land during the Option Period to any party other than the Party of the Second Part, unless such agreement is contingent upon and subject to the termination of the Option pursuant to the terms laid out herein.
- G. TESTING AND INSPECTIONS.** During the Option Period, the Party of the Second Part shall enjoy the right to inspect, investigate, and perform any tests in the Party of the Second Part's sole discretion is necessary. The Party of the Second Part will promptly repair and restore any damage or injury to the Property caused by such investigations/tests and return the Property to its condition which existed prior to the Party of the Second Part's entry onto the Property. The Party of the Second Part will not permit any liens, or encumbrances to arise against the Property in connection with such investigations/tests. The Party of the First Part shall provide copies of all relevant documents regarding the premises, improvements, and its systems that are reasonably in its possession to the Party of the Second Part for review and inspection and shall provide all reasonable due diligence assistance.

B. Contingencies.

- a. The obligations of the Purchaser under this Agreement shall be subject to the satisfaction, on or before the Building Closing Date, of the following conditions (any of which may be waived in whole or in part by the Purchaser):
 - i. All of the representations and warranties made by Seller as set forth in this Agreement shall be true and correct as of the Closing Date in all material respects;
 - ii. The Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed or completed with Seller at or prior to the Closing;
 - iii. Receipt of a title report revealing no covenants and restrictions which prevent the Building from being used for its intended use; and
 - iv. The Building shall be transferred subject to all tenancies, but shall be free of all encumbrances, liens, and security interests of any kind.
- b. The obligations of Seller to convey, transfer and sell the Building to the Purchaser pursuant to this Agreement shall be subject to the satisfaction, on or before the Closing Date, of the following conditions (any of which may be waived in whole or in part by the Seller):
 - i. All of the representations and warranties made by Purchaser as set forth in this Agreement shall be true and correct as of the Closing Date in all material respects;
 - ii. The Purchaser shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed or completed with Purchaser at or prior to the Closing;
 - iii. Seller shall have received the full amount of the Purchase Price by wire transfer of immediately available funds on or before the Closing Date in accordance with the terms and provisions of this Agreement.

C. Representations and Warranties of Purchaser. The Purchaser represents and warrants as follows:

- a. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions of this Agreement have been or will be prior to the Closing Date duly authorized by requisite all action of the Purchaser and do not and will not (i) require the consent of any party (which has not heretofore been received) and will not result in a breach or default under any credit agreement, indenture, business agreement, mortgage, deed of trust, commitment, guarantee or any other agreement or

instrument to which the Purchaser is a party or by which the Purchaser may be bound or affected; or (ii) conflict with or violate any existing law, rule, regulation, judgment, order or decree of any government, governmental instrumentality, agency or court having jurisdiction over the Purchaser; and

- b. The Purchaser has the legal authority to purchase the Building.

D. Representations and Warranties of Seller. Seller represents and warrants as follows:

- a. Seller is a limited liability company duly organized and existing under the laws of the State of New York;
- b. Seller has the power and authority to own the Building and to execute, deliver and perform Seller's obligations under this Agreement;
- c. Execution and delivery of the Building and improvements by Seller and the performance of Seller's obligations under this Agreement have been or will be prior to the Closing Date duly authorized by all requisite action of Seller and the deed will have been duly executed and delivered by Seller;
- d. The deed and this Agreement will be a valid and binding obligation of Seller and enforceable against Seller in accordance with its terms;
- e. Seller has no actual knowledge of any material pending or threatened lawsuits or claims against Seller affecting the Building; and
- f. There are no persons entitled to possession of the Building other than as has been disclosed to Purchaser.
- g. All of the representations, warranties and agreements set forth here and elsewhere in this Agreement shall be true on the execution of this agreement, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the Building and the Ground Lease further described below for one (1) year and any action for breach must be commenced within 14 months of the Closing Date.

E. Covenants of the Seller and Purchaser.

- a. The Purchaser agrees to accept the Building on an "as is" basis and in present condition as of the date hereof, without representation or warranty from the Seller of any kind, subject to reasonable wear, tear and natural deterioration from the date hereof to the date of Closing.
- b. Prior to the Closing Date, the Seller will not encumber the Building, either in whole or in part, or enter into any agreement, lease or transaction or make any commitment relating to the Building, other than in the regular course of business

provided Seller obtains Purchaser's prior written consent, which shall not be unreasonably withheld.

F. Conditions of Premises. The Purchaser does hereby acknowledge, represent, warrant and covenant for the benefit of the Seller that:

- a. The Purchaser is expressly purchasing the Building in its existing condition "AS IS, WHERE IS AND WITH ALL FAULTS";
- b. The Purchaser hereby assumes all responsibility to inspect and investigate the Building and of all risk of adverse conditions;
- c. On or before Closing Date, the Purchaser has undertaken all the physical inspections and examinations of the Building and Land and all permits and approvals, if any, related thereto, as the Purchaser deems necessary or appropriate, and has evaluated the suitability of the Building and Land for the Purchaser's intended use; the Purchaser is relying solely upon such inspections and examinations and the advice and counsel of its own agents, legal counsel and consultants;
- d. The Seller is not making and has not made any warranty or representation, either express or implied, with respect to the validity or accuracy of the materials or other data provided to the Purchaser, the physical condition of the Building, the existence or nonexistence of any permits or approvals or any other aspect of all or any part of the Building, either as an inducement to the Purchaser to purchase the Building or for any other purpose, and the Purchaser will independently verify the accuracy and reliability of all such matters and items;
- e. The Seller makes no acknowledgement, representation, warranty or agreement of any kind regarding any hazardous substances or materials, including, but not limited to, whether there has been or there will be escape, seepage, leakage, spillage, discharge, emission or release on, in at or under the Property;
- f. The Purchaser has independently determined that the Purchase Price is fair.

G. Seller's Documents. At or before the closing, in addition to documents otherwise required herein, Seller shall furnish, to the extent that they are available, the following documents to Purchaser:

- a. A certified copy of the Seller's Company Resolution authorizing the sale of the Building and the carrying out of all the covenants, agreements and conditions of this Contract, designating the person(s) authorized to execute transaction documents, including this Contract on behalf of the Seller.

- b. Such other documents, undertakings or representations as Purchaser's title insurer, or Purchaser's attorney may reasonably require and are customary for a transaction of this type.

H. Title and Survey. As part of the Party of the Second Part's due diligence to purchase the Building, the Party of the First Part must provide, to the extent they are available, the following documents to Purchaser:

- a. Copies of previous title policies and surveys in its possession, or the possession of its attorneys and agents. A Leasehold title policy if desired or required shall be obtained at the expense of Purchaser.
- b. All leases, rent rolls, estoppel certificates, and any and all additional relevant information regarding tenancies of the Building. Purchaser shall accept an estoppel certificate from the Seller in the event Seller is not able to obtain tenant estoppel certificate prior to the Closing Date. Seller shall make reasonable efforts to obtain estoppel certificates from tenants prior to providing a Seller's estoppel certificate.

I. CREDITS AND ADJUSTMENTS.

The Parties agree that the Seller shall retain the amounts received as security deposits from other tenants, and such amounts shall be deemed a credit to the Purchaser. The parties shall make such other customary adjustments and credits for prepaid rents, real property taxes and water and sewer rents.

3. TERMS OF GROUND LEASE OF THE PREMISES

- A.** The Parties hereby agree that if the Party of the Second Part exercises its right to purchase the Building and improvements that the Parties will enter into a Ground Lease simultaneously with the closing on the Building, the material terms being as set forth in this Section.
- B. Term.** The term of the Ground Lease shall be forty (40) Years from the execution of the Ground Lease.
- C. Rent.** The annual rental fee shall be Five Hundred Thousand (\$500,000.00) Dollars, triple net, payable annually on the anniversary of the execution date of Ground Lease. The annual rent shall increase at CPI. The Party of the First Part shall bill the Party of the Second Part quarterly for all adjustments for triple net fees for the previous quarter.
- D. Purchase Option.** The Party of the Second Part shall have the right to purchase the Land subject to the Ground Lease during the following windows:

- i. No earlier than April 1, 2025, nor later than April 30, 2025 upon notice of such exercise no earlier than January 15, 2025 and no later than February 14, 2025
 - ii. Upon thirty (30) days-notice given no later than April 1, nor later than April 30 in 2030, 2035, 2040, 2045, 2050, 2055, 2060.
- E. **First Year/Last Year.** The Parties agree that should the Party of the Second Part exercise its option to purchase the Land, there shall be no proration of the land lease rent for that year, and the entire year's land lease rent is owed to the Party of the First Part.
- F. **Encumbrances.** During the term of the Ground Lease, the Party of the First Part shall not encumber the Land in such a manner that would interfere with the Party of the Second Part's right to exercise the option to purchase the Land. The foregoing shall not limit or prohibit Seller from encumbering the Land and Ground Lease to secure a borrowing the amount of which does not exceed \$6 million.

4. TERMS OF PURCHASE AND SALE OF LAND.

A. Purchase Price. The Parties agree that should the Party of the Second Part exercise its option to purchase the real property as set forth in the Ground Lease contained in this Agreement, that the Purchase Price of the Land if such option is exercised pursuant to section 3Di above shall be six million (\$6,000,000.00) Dollars ("Land Purchase Price"). The Land Purchase Price shall escalate annually at CPI.

B. Contingencies.

- a. The obligations of the Purchaser under this Agreement shall be subject to the satisfaction, on or before the Closing Date, of the following conditions (any of which may be waived in whole or in part by the Purchaser):
 - i. All of the representations and warranties made by Seller as set forth in this Agreement shall be true and correct as of the Closing Date in all material respects;
 - ii. The Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed or completed with Seller at or prior to the Closing;
 - iii. Receipt of a title report revealing no covenants and restrictions which prevent the Land from being used for its intended use; and

- iv. Payment before or at closing of any and all mortgages and liens of any kind. The Land shall be transferred free of all encumbrances.
- b. The obligations of Seller to convey, transfer and sell the Land to the Purchaser pursuant to this Agreement shall be subject to the satisfaction, on or before the Closing Date, of the following conditions (any of which may be waived in whole or in part by the Seller):
 - i. All of the representations and warranties made by Purchaser as set forth in this Agreement shall be true and correct as of the Closing Date in all material respects;
 - ii. The Purchaser shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed or completed with Purchaser at or prior to the Closing;
 - iii. Seller shall have received the full amount of the Land Purchase Price by wire transfer of immediately available funds on or before the Closing Date in accordance with the terms and provisions of this Agreement.

C. Representations and Warranties of Purchaser. The Purchaser represents and warrants as follows:

- a. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions of this Agreement have been or will be prior to the Closing Date duly authorized by requisite all action of the Purchaser and do not and will not (i) require the consent of any party (which has not heretofore been received) and will not result in a breach or default under any credit agreement, indenture, business agreement, mortgage, deed of trust, commitment, guarantee or any other agreement or instrument to which the Purchaser is a party or by which the Purchaser may be bound or affected; or (ii) conflict with or violate any existing law, rule, regulation, judgment, order or decree of any government, governmental instrumentality, agency or court having jurisdiction over the Purchaser; and
- b. The Purchaser has the legal authority to purchase the Land.

D. Representations and Warranties of Seller. Seller represents and warrants as follows:

- a. Seller is a limited liability company duly organized and existing under the laws of the State of New York;
- b. Seller has the power and authority to own the Land and to execute, deliver and perform Seller's obligations under this Agreement;
- c. Execution and delivery of the deed by Seller and the performance of Seller's obligations under this Agreement have been or will be prior to the Closing Date

duly authorized by all requisite action of Seller and the deed will have been duly executed and delivered by Seller;

- d. The deed and this Agreement will be a valid and binding obligation of Seller and enforceable against Seller in accordance with its terms;
- e. Seller has no actual knowledge of any material pending or threatened lawsuits or claims against Seller affecting the Land; and
- f. There are no persons entitled to possession of the Land other than as has been disclosed to Purchaser.
- g. All of the representations, warranties and agreements set forth here and elsewhere in this Agreement shall be true on the execution of this agreement, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the deed and other closing instruments for one (1) year and any action for breach must be commenced within 14 months of the Closing Date.

E. Covenants of the Seller and Purchaser.

- a. The Purchaser agrees to accept the Land on an "as is" basis and in present condition as of the date hereof, without representation or warranty from the Seller of any kind, except as set forth in the deed conveying the Land, subject to reasonable wear, tear and natural deterioration from the date hereof to the date of Closing.
- b. Intentionally Deleted

F. Conditions of Land. The Purchaser does hereby acknowledge, represent, warrant and covenant for the benefit of the Seller that:

- a. Except as set forth in the deed conveying the Land, the Purchaser is expressly purchasing the Land in its existing condition "AS IS, WHERE IS AND WITH ALL FAULTS";
- b. The Purchaser hereby assumes all responsibility to inspect and investigate the Land and of all risk of adverse conditions;
- c. Intentionally deleted
- d. The Seller is not making and has not made any warranty or representation, either express or implied, with respect to the validity or accuracy of the materials or other data provided to the Purchaser, the physical condition of the Land, the existence or nonexistence of any permits or approvals or any other aspect of all or any part of the Land, either as an inducement to the Purchaser to purchase the Land or for any other purpose, and the Purchaser will independently verify the accuracy and reliability of all such matters and items;

- e. The Seller makes no acknowledgement, representation, warranty or agreement of any kind regarding any hazardous substances or materials, including, but not limited to, whether there has been or there will be escape, seepage, leakage, spillage, discharge, emission or release on, in at or under the Land;
 - f. The Purchaser has independently determined that the Purchase Price is fair.
- G. Seller's Documents.** At or before the closing, in addition to documents otherwise required herein, Seller shall furnish, to the extent that they are available, the following documents to Purchaser:
- a. A certified copy of the Seller's Company Resolution authorizing the sale of the Land and the carrying out of all the covenants, agreements and conditions of this Contract, designating the person(s) authorized to execute transaction documents, including this Contract on behalf of the Seller.
 - b. Such other documents, undertakings or representations as Purchaser's title insurer, or Purchaser's attorney may reasonably require and as are customary for an transaction of this type.
- H. Title and Survey.** Intentionally deleted
- I. Conditions Affecting Title.** The Seller shall convey and the Purchaser shall accept the Land free and clear of liens and encumbrances but subject to the covenants, conditions, restrictions of record and all easements of record and zoning and environmental protection laws and the same permitted exceptions as existed at the closing of the sale of the Building.
- J. Deed.** The Land shall be transferred from Seller to Purchaser by means of a Bargain and Sale Deed, with Lien Covenant. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the Schenectady County Clerk.
- K. New York State Transfer Tax and Mortgage Satisfaction.** The Parties acknowledge that the transaction is not subject to transfer tax, but if it is determined that the transaction is subject to transfer tax, Seller agrees that it is responsible such payments and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.
- L. CREDITS AND ADJUSTMENTS.** Intentionally deleted

5. General Provisions.

A. Survival of Representations. Intentionally deleted

B. Destruction, Damage or Condemnation.

- a. The provisions of Section 5-1311 of the New York General Obligations Law shall apply to the purchase and sale of the Property as contemplated by this Agreement in the event that the Property are destroyed or damaged.

If the whole of the Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose (a "Taking"), then in that event, this Agreement shall terminate and shall be of no further force or effect and neither party shall have any further obligation to the other except that the Deposit shall be returned to the Purchaser

- b. In the event of a material Taking of less than the whole of the Property, then, at the Purchaser's option, this Agreement shall (i) terminate and shall be of no further force or effect whatsoever and neither party shall have any further obligation to the other except that the Deposit shall be returned to the Purchaser, or (ii) cease and expire with respect only to the portion of the Property so taken, yet all other terms and conditions contained herein shall remain in full force and effect, so long as (a) the Property may continue to be used in compliance with applicable zoning laws and regulations; and (b) the Seller shall assign the proceeds of any condemnation award to the Purchaser.

C. Real Estate Broker. The Purchaser and Seller represent and agree that no real estate broker or salesperson brought about this sale.

D. The Parties agree that any check, under any provision of this Agreement, issued from the accounts of the County of Schenectady shall be deemed satisfactory but any checks or funds to be received by a designee or assignee of the County of Schenectady shall be required to be either certified bank funds or issued from an attorney escrow account.

E. Notices. All notices contemplated by this Agreement shall be in writing, delivered by hand or by certified or registered mail, return receipt requested, postmarked no later than the required date, or by personal service by such date to the addresses as set forth below or such other address as Seller or Purchaser may otherwise designate:

TO THE SELLER:

1 Broadway Tower, LLC
C/O Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, NY 12260

TO THE PURCHASER:

620 State Street
Schenectady, New York 12305
Attn: Rory Fluman, County Manager

-with copies to-

620 State Street
Schenectady, New York 12305
Attn: Christopher H. Gardner, County Attorney

- F. Entire Agreement.** This Agreement contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally. The parties agree that neither this Agreement nor a memorandum thereof shall be recorded in office of the Schenectady County Clerk. However, the Parties agree that the upon execution of the Ground Lease, the Ground Lease shall be recorded.
- G. Modification.** No change or modification of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition be deemed a waiver of the term or condition in the future, unless the change or modification or waiver shall be in writing signed by all parties.
- H. Intentionally Omitted**
- I. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties agree that if litigation should be necessary under this Agreement the place of trial shall be Schenectady County.
- J. Binding Effect.** This Agreement shall inure for the benefit of and be binding upon the parties, their legal representatives, heirs, successors and assigns and shall survive the closing and transfer of title. This Agreement is personal to the Purchaser and may not be assigned in whole or in part by Purchaser and only Purchaser shall have the right to acquire the Building, Ground Lease and Land.
- K. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity of the remainder of this Agreement or the other provisions of this Agreement. In such event, this Agreement shall be construed and enforced as if such provision had not been included therein.

IN WITNESS WHEREOF, the Parties of the First Part and the Party of the Second Part have caused this Agreement to be duly executed, which may be executed in duplicate counterparts, each of which shall be deemed to be an original, the day and year first above written.

PARTY OF THE FIRST PART

ONE BROADWAY TOWER, LLC:

**PARTY OF THE SECOND PART
COUNTY OF SCHENECTADY**

By: _____
Its: _____

By: _____
Rory Fluman, County Manager

**APPROVED AS TO FORM
AND CONTENT
This ___ day of _____, 2024**

**Christopher H. Gardner
County Attorney**

February 16, 2024

Mr. Stephen Luciano
Director of Facilities
Schenectady County
612 State Street
Schenectady, NY 12305

RE: Schenectady County Building Condition Survey; C2 Project No. 2321

Dear Steve:

C2 Architecture, PC dba C2 Design Group (C2) was contracted by Schenectady County to perform a building condition survey (BCS) for four of the County's buildings including the Courthouse, County Office Building, Jail and 608 State Street. We evaluated the existing conditions of each of the four buildings to help the County prioritize maintenance projects and map out long-term planning.

Based upon our findings and the attached report C2 developed and issued to the County, we present concerns tied to the long-term planning efforts that directly impact projects that were identified as a result of this report. One of those concerns is the existing mechanical system that is failing and County goals to replace it.

As you may be aware, asbestos can be found in numerous locations within the County Office Building. Our design team has worked with the County to mitigate any asbestos issues related to renovation projects. However, replacing the existing mechanical system would trigger the removal of the asbestos. These renovations would undoubtedly impact employee health and safety. To reduce/eliminate health and safety concerns, County staff working on that floor and possibly the floors above and below, would need to be relocated during such a renovation. Additionally, the existing mechanical system that serves the entire building, would need to be shutdown entirely for any work to occur. A mechanical system replacement would require at least 8-10 months for a complete overhaul. An asbestos abatement project could take up to a year or more, if the work is phased.

Depending on future building goals, a more robust feasibility study can be completed. However, the extent of asbestos within the building would be costly to remove.

Sincerely,

Michael A. Roman
MICHAEL ROMAN, RA, AIA, NCARB
Principal

Enclosures (2): C2 Design Group Issued Schenectady County BCS Report
Asbestos Report

cc: Erin Reich, Facilities Engineer

LCS INC.

Due Diligence Compliance Solutions

ASTM E2908-24 PROPERTY CONDITION REPORT (PCR)

FOR THE PROPERTY IDENTIFIED AS:

**Office Building
1 Broadway Center
Schenectady, New York 12305**



**Project Number:
24.00000.10**

Prepared For:

**Jessica Reilly
Largo Real Estate Advisors Inc.
2420 North Forest Road
Buffalo, New York 14208**

Prepared By:

**Londer Consulting Services, Inc.
40 La Riviere Drive, Suite 120
Buffalo, New York 14202**

**Conditions as of:
February 7, 2024**

LCS, Inc. - Inmate Supply Company
www.londerconsulting.com 800-474-6902

EXECUTIVE SUMMARY

General Description and Project Summary

This Property Condition Report (PCR) was written by Lendar Consulting Services, Inc. for Largo Real Estate Advisors Inc. based on a site inspection completed on February 7, 2024. The purpose of this PCR is to assess the general property condition of the subject structure at 1 Broadway Center in Schenectady, New York 12305. The location is primarily utilized as office and storage space, and consists of 1.14 acres with one, nine-story building totaling over 161,606 square feet (SF), built circa 1960. The subject structure is generally constructed of concrete, steel, and masonry. The subject property is currently configured for multi tenant occupancy and is occupied.

Any apparent report deficiencies, inaccuracies, or information known to the user but not addressed in this report should be brought to LCS' attention.

General Property Condition

1. The eight parking spots connected with the building were observed to be in good condition and with recently painted lines. The parking area will need to be sealed and striped as part of a maintenance program throughout the term of the loan. The estimated cost of replacement for this item is below the minimum reporting threshold of \$3,000 and therefore no cost has been included.
2. Areas of rusting, staining, and broken paneling were observed on the east side of the warehouse section and the building's south entrance. LCS recommends this area be cleaned and painted or materials replaced to prevent further deterioration. The estimated cost of replacement for this item is below the minimum reporting threshold of \$3,000 and therefore no cost has been included.
3. LCS has provided an allowance to replace and maintain the heating and cooling systems throughout the term of the reserve.

Except as noted above and in the Physical Condition Assessment Summary that follows, the subject property was generally observed to be in good to fair condition. Once the items listed are addressed, a maintenance program is implemented, and all site systems and building components are replaced as necessary with an acceptable standard of care, the site's estimated remaining useful life (ERUL) should be at least an additional 30 years, barring any natural disasters. This assumes that normal maintenance and system repairs are undertaken.

Conditions of the Assessment:

This report is based on the condition present at the site on the day of the walk-through survey. LCS is not liable for changes in the condition of systems, materials, etc., that may have occurred subsequent to the survey. Other limitations for this PCR are located in the assumptions below.

Weather Conditions:	Bunny
Temperature:	36°F
Site Inspector	Ben Allegro
Site Escort	Paul Long

During the inspection, LCS attempted to see a representative area of the facility. It is not possible to see all areas in an inspection of this type. LCS did not have access to the NY State Lottery offices on the 1-7th floors or the NY State Lottery warehouse section.

Opinions of Cost

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.3.3 Roofing

Condition Good

Action None

Description

The onsite building has flat roofs with EPDM covers. The warehouse roof is 12 years old and LCS was provided with a copy of the current roof warranty which is effective through 2032. The main building roof is nine years old and LCS was provided with a copy of the current roof warranty which is effective through 2035. No deficiencies were observed or reported. With routine maintenance, both roof areas should outlast the term of reserve.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.4 MECHANICAL SYSTEMS

2.4.1 Heating

Condition Good/Fair

Action Replace or refurbish

Description

Heat is provided throughout tenant areas by heat pump units with electric heating coils.

Supplement heating and cooling are provided to server rooms by electric-powered mini-split heat pump units that consist of interior wall-mounted air handlers with roof-mounted condensers. Additionally, at least one electric-fired furnace is present as part of a split system which has a roof-mounted electric-powered condenser.

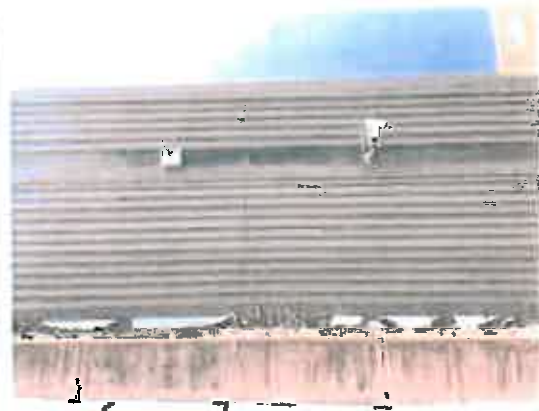
Supplemental heating is provided to the lobby area by a boiler which produces heated water for closed-loop radiant delivery.

The heating and cooling systems are serviced by Johnson Controls under a maintenance agreement. LCS has provided an allowance to replace and maintain the HVAC systems throughout the term of the reserve.

Photographs



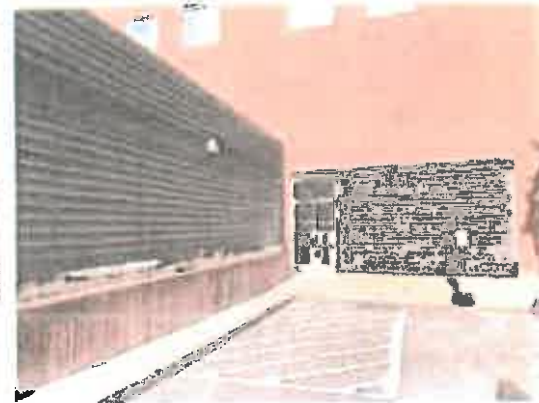
NY Lottery warehouse east exterior



NY Lottery warehouse exterior camera



NY Lottery warehouse east exterior



NY Lottery warehouse east exterior

2.3.2 Exterior Window and Door Systems

Condition Good

Action None

Description

The exterior windows are typically single-paned, fixed units in metal frames. The entrances consist of typical commercial storefront systems of entry doors and associated glazing. Doors and windows are all original to the building (33 years), and all appear to be in serviceable condition.

Action None

Description

There are no exterior balconies or fire escapes.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.3 BUILDING ENVELOPE

2.3.1 Facades and Curtain Walls

Condition Good/Fair

Action Refurbish

Description

The facade of the subject structure is comprised of brick masonry and metal paneling. Areas of rusting, staining, and broken paneling were observed on the east side of the warehouse section and the building's south entrance. LCS recommends this area be cleaned and painted or materials replaced to prevent further deterioration. The estimated cost of replacement for this item is below the minimum reporting threshold of \$3,000 and therefore no cost has been included.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.2 STRUCTURAL SYSTEMS

2.2.1 Foundation and Substructure

Condition Good

Action None

Description

The foundation of the on-site building(s) is composed of a conventional shallow foundation system consisting of perimeter footers, isolated footers at column-bearing locations, and a concrete slab on grade.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.2.2 Building Frame and Superstructure

Condition Good

Action None

Description

The onsite building is steel framed with open web joists supporting a metal roof deck. The floor framing is composed of poured concrete.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.2.3 Exterior Balconies and Fire Escapes

Condition N/A

Description

Landscaping consisting of trees, shrubs, and other small planting was noted north of the building. No ponds, fountains, or irrigation systems were noted. LCS noted pole-mounted and building-mounted lighting, which appeared adequate for nighttime illumination. LCS also noted building-mounted signage on the subject property.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.1.7 Utilities Providers

Condition Good

Action None

Utilities

Utility	Service Provider	Distribution
Electric	National Grid	Individual Tenant Meters
Natural Gas	N/A	
Water	City of Schenectady	Common Meter
Sewers	City of Schenectady	Common Meter
TeleComm / Data	Verizon	Individual Tenant Meters

Description

The utilities provided appear to be adequate for the property. Routine maintenance will be required during the evaluation period.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.1.8 Recreational Facilities and Amenities

Condition N/A

Action None

Description

No recreational facilities or related amenities were noted on-site.

2.1.4 Paving, Curbing, and Parking

Condition Good

Action None

Description

Parking on-site consists of eight parking spaces (none are designated ADA) located in a surface lot constructed of asphalt pavement. These spots are connected to the adjacent public parking lot that contains six spots designated as ADA. Concrete curbs are located around the parking area. The eight parking spots connected with the building were observed to be in good condition and with recently painted lines. The parking area will need to be sealed and striped as part of a maintenance program throughout the term of the loan. The estimated cost of replacement for this item is below the minimum reporting threshold of \$3,000 and therefore no cost has been included.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.1.5 Flatwork, Stairs, and Exterior Railings

Condition Good

Action None

Description

LCS noted typical concrete sidewalks along Broadway and Smith Street and providing access to the building entrances. Concrete exterior stairs and a wheelchair ramp with metal railings were observed north of the building and in good condition.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.1.6 Landscaping and Appurtenances

Condition Good

Action None

Description

The site is level at grade.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.1.2 Storm Water Drainage

Condition Good

Action None

Description

Drainage on the property is controlled by internal roof drains and catch basins located along municipal roadways. Stormwater is discharged to the municipal system.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.1.3 Access, Egress, and Traffic Patterns

Condition Good

Action None

Description

Entrance is granted to the property by Broadway and Smith Street. The traffic conditions in the immediate vicinity of the area are considered to be of medium volume. The presence of traffic lights, crosswalks, and stop signs was noted at the access drives and nearby intersections.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.0 SYSTEM DESCRIPTIONS AND OBSERVATIONS

The following information, unless otherwise indicated, is based on LCS' site reconnaissance:

OVERALL GENERAL DESCRIPTION

PROPERTY INFORMATION

Property Name:	Office Building
Property Use:	office and warehouse space
Year Constructed:	1990
Site Acreage:	1.14 acres
Number of Buildings:	one
Number of Stories:	nine
Total Building Size:	161,606 SF
Number of Tenants or Units:	multi tenant occupancy with two occupied units and several vacant
Reported Occupancy:	occupied
Number of Parking Spaces:	eight
Number of Accessible Parking Spaces:	none
Garages or Carports:	none
Foundation:	poured concrete
Superstructure:	steel, poured concrete
Exterior Facade:	masonry
Roof:	EPDM
Heating:	air handler, heat pumps, baseboard units, ductless mini-split
Air-Conditioning:	air handler, heat pumps, condensers, ductless mini-split
Electrical Service:	3,000 amp, 480Y/277-volt, three-phase, four-wire
Vertical Transportation:	four cab electric system
Sprinkler:	wet system throughout
Life Safety Systems:	extinguishers, smoke detectors, fire alarm system, emergency lighting, generators
Security Systems:	locked entry, cameras, electronic entry, security system, all will remain with tenant turn over

2.1 SITE

2.1.1 Topography

Condition Good
Action None

aggregable less than a threshold amount of \$3,000 for like items may be omitted from our review. If there are more than four separate items that are below this threshold amount, but collectively total over \$10,000, such items will be included.

Replacement and Repair Cost estimates are based on approximate quantities. It is not the intent of this FGA that LCS is to prepare or provide exact quantities or identify exact locations of items or systems as a basis for preparing the opinions of costs. Information furnished by site personnel or the property management, if presented, is assumed by LCS to be reliable. A detailed inventory of quantities for cost estimating is not a part of the scope of this report.

Opinions of costs should only be construed as preliminary budgets. Actual costs most probably will vary from the consultant's opinions of costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc.

Determining whether some expenditure should be categorized as an operational and maintenance expense, capital reserve expenditure, or excluded altogether as a result of such costs being a tenant responsibility is sometimes subjective. Since such cost classifications may have a major impact on the allocation of funds for replacement reserve and therefore on NOI, efforts were made to minimize such subjective determinations. Such efforts consisted of reviewing historical replacement cost data, if provided by the owner/management and discussions with the property management pertaining to historical failure rates, replacement programs, tenant responsibilities and categorization of such items, etc. Estimated costs presented in this report are from a combination of sources. The primary sources are from Means Repair and Remodeling Cost Data and Means Facilities Maintenance and Repair Cost Data, as well as LCS' past experience with construction projects. When appropriate, LCS solicited and obtained local sub-contractual pricing, or utilized historical cost data provided by the property manager. Replacement and Repair Cost estimates are based on approximate quantities. Information furnished by site personnel or the property management, if presented, is assumed by LCS to be reliable. A detailed inventory of quantities for cost estimating is not a part of the scope of this Report.

This report uses specific defined terms regarding condition (i.e., good, fair, poor) as well as terms regarding costs (i.e., immediate, short term and long term). Those terms are defined in the [appendices](#) below.

LCS reviewed a questionnaire with the Property Manager of the facility with reference to building amenities, services, maintenance, etc. Results of the review are included in the appropriate sections of this report. LCS cannot be liable for information known to these parties and not shared with us. Additional documents collected and details of interviews conducted are listed in section 7 of this report.

1.0 PURPOSE AND SCOPE

PURPOSE

The purpose of this PCR is to assess the general condition of the building, site, and other improvements at the referenced location. This report will identify those areas that will require remedial repair work and will assign them an associated estimated remedial cost, if applicable.

SCOPE

The subject property, located at 1 Broadway Center in Schenectady, New York 12308 consists of 1.14 acres improved with one building totaling over 161,006 square feet (SF), built circa 1990. The subject structure is generally constructed of concrete, steel, and masonry. The subject property is currently configured for multi tenant occupancy and is occupied.

This report is generally consistent with the "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process" (ASTM E2018-16) and our contract for services with Large Real Estate Advisors Inc., its successors and/or assigns. This report is based on a site visit conducted by LCS as a visual, non-intrusive and non-destructive evaluation of various external and internal building components. Photographs were taken to provide a record of general conditions of the facility, as well as the specific deficiencies observed. The photographs can be observed on Appendix C of this PCR. This report is not a post, building code, safety, regulatory or environmental inspection. If our inspector notices any significant items in these categories, LCS may note them within the report.

During the site visit, when available, we attempt to interview the available site personnel and/or property managers to add or confirm information. Additionally, LCS will review available construction documents or site documentation to confirm the general character of the construction.

This report is based on the evaluator's judgment of the physical condition of the components, their ages and their ERUL. It is understood that the conclusions presented are based upon the evaluator's professional judgment. The evaluator's resume is attached on Appendix E. The actual performance of individual components may vary from a reasonably expected standard and will be affected by circumstances that occur after the date of the evaluation.

The Report does not identify minor, inexpensive repairs or maintenance items that are clearly part of the property owner's current operating budget so long as these items appear to be taken care of on a regular basis. The report does address infrequently occurring "big ticket" maintenance items such as exterior painting, deferred maintenance and repairs, and replacements that normally involve significant expense or outside contracting.

Based upon observations during our site visit and information received, LCS prepared general-scope, preliminary cost estimates complete with an appropriate remedy for the deficiency noted. Such remedies and their associated costs were considered, commensurate with the subject's position in the market and prudent expenditures. These estimates are for components of systems exhibiting significant deferred maintenance, and existing deficiencies requiring major repairs or replacement. Repairs or improvements that could be classified as (i) cosmetic, (ii) decorative, (iii) part or parcel of a building renovation program or to reposition the asset in the marketplace, (iv) routine or normal preventative maintenance, or (v) that are the responsibility of the tenants were not included.

It is the intent of this report to reflect material physical deficiencies and the corresponding opinion of costs (i) be commensurate with the complexity of the subject property; (ii) not too minor or insignificant; and (iii) serve the purpose of our client in accordance with their risk tolerances. Opinion of costs that are either individually or in the

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24.00666.10

February 22, 2024

	Today's Dollars	\$/Unit	\$/Unit/Year
Replacement Reserves, w/10, 2.5% escalation	\$112,033.82	\$112,034	\$11,203

Physical Condition Assessment Summary

Construction System	Good	Fair	Poor	Action	Immediate	Short Term	Over Term Years 1-10
2.1.1 Topography	X			None			
2.1.2 Storm Water Drainage	X			None			
2.1.3 Access, Egress, and Traffic Patterns	X			None			
2.1.4 Paving, Curbing, and Parking	X			None			
2.1.5 Flatwork, Stairs, and Exterior Railings	X			None			
2.1.6 Landscaping and Appurtenances	X			None			
2.1.7 Utilities Providers	X			None			
2.1.8 Recreational Facilities and Amenities		NA		None			
2.2.1 Foundation and Substructure	X			None			
2.2.2 Building Frame and Superstructure	X			None			
2.2.3 Exterior Balconies and Fire Escapes		NA		None			
2.3.1 Facades and Curtain Walls	X	X		Refurbish			
2.3.2 Exterior Window and Door Systems	X			None			
2.3.3 Roofing	X			None			
2.4.1 Heating	X	X		Replace or refurbish			\$100,000
2.4.2 Cooling / Air Conditioning	X	X		Maintenance			
2.4.3 Ventilation	X			None			
2.4.4 Electrical	X			None			
2.4.5 Plumbing Distribution	X			None			
2.4.6 Domestic Hot Water	X	X		Replace			
2.4.7 Vertical Transportation	X			None			
2.4.8 Life Safety and Security	X			None			
2.5 Common Area Interiors	X			None			
2.6 TENANT INTERIORS	X			None			
3.0 ACCESSIBILITY	X			None			
4.0 CODE COMPLIANCE	X			None			
Totals					\$0	\$0	\$100,000
Summary					Today's Dollars	\$/Unit	
Immediate Repairs					\$0	\$0	
Summary					Today's Dollars	\$/Unit	
Short Term Repairs					\$0	\$0	
Replacement Reserves, today's dollars					Today's Dollars	\$/Unit	\$/Unit/Year
					\$100,000.00	\$100,000	\$10,000

Costs are summarized in the Physical Condition Assessment Summary. Our report includes costs for long term needs.

Code Compliance

There were no building or fire code deficiencies noted during the inspection.

Americans with Disabilities Act Opinion

This facility was constructed in 1990, prior to the implementation of the Americans with Disabilities (ADA). However, the Property appeared to be in general compliance with minimum ADAAG (Americans with Disabilities Act Accessibility Guidelines) requirements.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace/maintain HVAC systems as needed				1	\$10,000
				2	\$10,000
				3	\$10,000
				4	\$10,000
				5	\$10,000
				6	\$10,000
				7	\$10,000
				8	\$10,000
				9	\$10,000
				10	\$10,000
Total					\$100,000

Photographs



Lobby baseboard heat

2.4.2 Cooling / Air Conditioning

Condition Good/Fair

Action Maintenance

Description

Conditioned air is provided by chillers, evaporators, and condensers. Two chillers are located in a penthouse utility area. These cold water chillers work in conjunction with several heat pumps throughout the building to provide cooled air to the tenant spaces. Supplemental cooling is provided to the common areas and elevator shafts by AC units located on the first and ninth floors.

The evaporator and condensers work as part of the split systems mentioned in the heating section.

Cooling maintenance costs are included in the heating section.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	"	"	"		
Total					\$0

Photographs



Carrier mini split unit



Roof top condenser



Fujitsu mini split



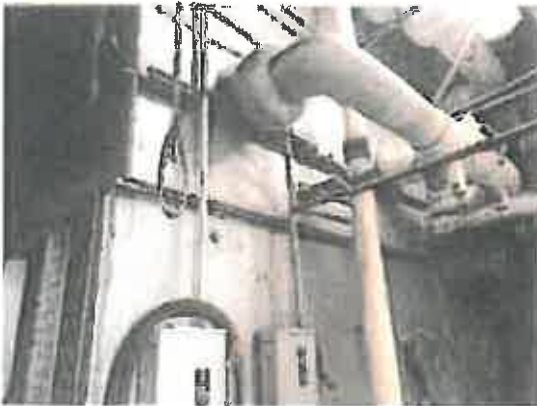
Air handler



Air handler



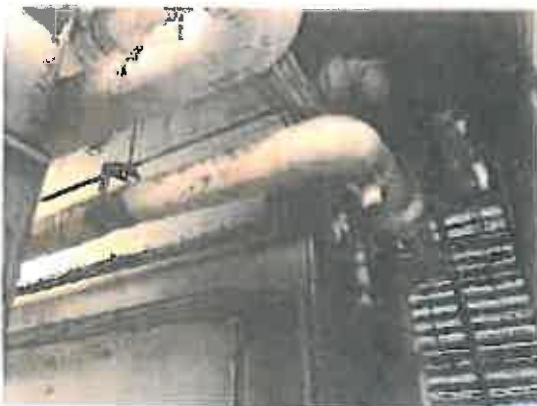
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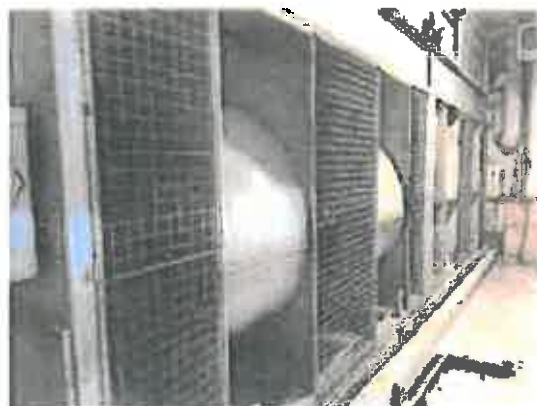
Air handler



Air handler



Air handler



Air handler



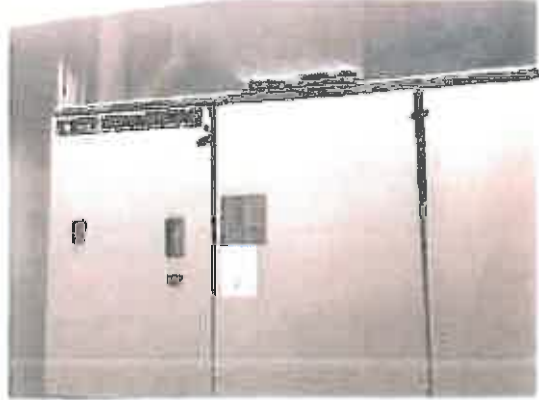
Air handler



Ninth floor Trane HVAC unit



Ninth floor Trane HVAC unit



First floor Trane HVAC unit



First floor Trane HVAC unit

2.4.3 Ventilation

Condition Good

Action None

Description

Ventilation is provided by passive means and by the normal heating and cooling operations of the facility. Additional ventilation is provided by electric-powered fans that service the onsite restrooms and server areas.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.4.4 Electrical

Condition Good

Action None

Description

Two pad-mounted transformers are located west of the building. They appear to be in good condition and are utility-owned and maintained. Several dry step-down transforms are located throughout the building and were observed in good condition.

The type and condition of the electrical system appears appropriate for the subject structure. National Grid provides 3,000 amp, 480Y/277-volt, three-phase, four-wire service through copper wire. LCS observed multiple electrical sub-panels and the main service appears to be evenly distributed among the floors. Generally, the lighting system consists of fluorescent and LED ceiling and exterior lights controlled by standard wall switches.

Four Milton-Cat generators of unknown ages (but at least 20 years old) are located west of the building along with a related 3,000-gallon Underground Storage tank. The generators are serviced by Milton Cat under a maintenance agreement. Three of the generators are 300KW, 60Hz, 220-480-volt, with diesel day tanks of varying sizes. One generator is 800KW, 60 hz, 220-480-volt, with an unknown diesel day tank.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.4.5 Plumbing Distribution

Condition Good

Action None

Description

The potable water is distributed by copper pipes; sanitary sewage is piped through metal pipes. While out-of-scope and no measurements were made, based on LCS' observations, the flow rate of the water system appeared adequate.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		\$0
Total					\$0

2.4.6 Domestic Hot Water

Condition Good/Fair

Action Replace

Description

Domestic hot water is provided by approximately nine electric 50-gallon storage tank water heaters. The units is three to four years old and should out last the term of the reserve with routine maintenance.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		\$0
Total					\$0

2.4.7 Vertical Transportation

Condition Good

Action None

Description

LCS noted an electric elevator system in the subject structure consisting of four cabs, including two public cabs and two private cabs for NY Lottery use only. These elevators service all floors depending on the cab utilized. The elevators appeared to be operating properly. The elevators are serviced by Otis Elevator under a maintenance agreement.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.4.8 Life Safety and Security

Condition Good

Action None

Life Safety and Security Systems

Type of Equipment	Present	
Life Safety Systems		
Sprinklers/Standpipes (wet)	✓	Throughout
Sprinklers/Standpipes (dry)		
Fire Hydrants		
Fire Alarm Systems	✓	Throughout
Water Storage		
Smoke Detectors	✓	Hard wired, throughout
Fire Extinguishers	✓	Throughout
Emergency Lighting	✓	Throughout
Stairwell Pressurization		
Smoke Evacuation		
Chemical Suppression		
Other		
Security Systems		
Cameras	✓	Throughout, will remain with tenant turnover
Locked Exterior Doors	✓	South side entrance locked at all times, north entrance open during business hours. Will remain with tenant turn over
Electronic Entry	✓	Throughout, will remain with tenant turnover
Intercom		
Other	✓	security system, will remain with tenant turn over
Generator	✓	Four diesel generators, service all building systems, west of the building

2.5 Common Area Interiors

Condition Good

Action None

Description

Interior common area finishes include painted drywall ceilings; painted drywall walls; and ceramic tile floors. Common area finishes were observed to be in good condition throughout the building.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

2.6 TENANT INTERIORS

Condition Good

Action None

Description

Interior tenant area finishes include painted acoustical ceilings; painted drywall walls; and a combination of ceramic tile and carpeted floors. Tenant area finishes were observed to be in good condition throughout the building. Ceiling heights on were 10' 0" on the first floor and 8' 3" on floors 2-6. Column spacing varies throughout the building, ranging from 16-22 ft.

LCS notes that access was not granted to floors 2-7 or the majority of floor 1. No concerns were reported about these spaces.

Recommendation

Cost Recommendation	EUL	EFF AGE	RUL	Year	Cost
None at this time	-	-	-		
Total					\$0

3.8 ACCESSIBILITY

Condition Good

Action None

LCS has performed a Baseline ADA Due Diligence Evaluation. This Visual Accessibility Survey is a limited-scope visual survey and completion of the checklist below. The survey excludes measurements and counts. A detailed study of the conformance of properties with the requirements of ADA is beyond the scope of this PCA.

This facility was constructed in 1990, prior to the implementation of the Americans with Disabilities (ADA). However, the Property appeared to be in general compliance with minimum ADAAG (Americans with Disabilities Act Accessibility Guidelines) requirements.

It is important to note that the ADA was enacted as a federal guideline for designing new buildings or when existing buildings are undergoing substantial capital improvement. On existing facilities, the owner or tenant is required to make "readily achievable" accommodations in an effort to not discriminate against handicapped individuals. However, what is "readily achievable" is not defined and subject to extensive interpretation. What is required will always be site and building-specific and can vary considerably from property to property even among the same type of facility. Also, the prime enforcement mechanism for this standard would be for a handicapped individual to bring a civil suit against the property based on discrimination by the owner for not making a reasonable accommodation. Therefore, what is required in the way of "readily achievable" accommodations is based on many variables, including current litigation cases, and factors that are beyond the scope of this report.

ASTM E 2018-15 Americans with Disabilities Act (ADA) 2018 Screening Checklist

ADA Component Inspection Checklist

Section	Subject	YES	NO	UNK	NA	COMMENTS
A. HISTORY						
1.	Has an ADA survey previously been completed for this property?		✓			
2.	Have any ADA improvements been made to the property since original construction?			✓		
3.	Has building ownership/management reported any ADA complaints or litigation?			✓		
B. PARKING						
1.	Does the required number of standard ADA-designated spaces appear to be provided?	✓				
2.	2. Does the required number of van-accessible designated spaces appear to be provided?	✓				
3.	3. Are accessible spaces part of the shortest accessible route to an accessible building entrance?	✓				

ADA Component Inspection Checklist

Section	Subject	YES	NO	UNK	NA	COMMENTS
4.	4. Is a sign with the International Symbol of Accessibility at the head of each space?		✓			
5.	5. Does each accessible space have an adjacent access aisle?	✓				
6.	6. Do parking spaces and access aisles appear to be relatively level and without obstruction?	✓				
C. EXTERIOR ACCESSIBLE ROUTE						
1.	1. Is an accessible route present from public transportation stops and municipal sidewalks on the property?	✓				
2.	2. Are curb cut ramps present at transitions through curbs on an accessible route?	✓				
3.	3. Do the curb cut ramps appear to have the proper slope for all components?	✓				
4.	4. Do ramps on an accessible route appear to have a compliant slope?	✓				
5.	5. Do ramps on an accessible route appear to have a compliant length and width?	✓				
6.	6. Do ramps on an accessible route appear to have compliant end and intermediate landings?	✓				
7.	7. Do ramps on an accessible route appear to have compliant handrails?	✓				
D. BUILDING ENTRANCES						
1.	1. Do a sufficient number of accessible entrances appear to be provided?	✓				
2.	2. If the main entrance is not accessible, is an alternate accessible entrance provided?	✓				
3.	3. Is signage provided indicating the location of alternate accessible entrances?	✓				
4.	4. Do doors at accessible entrances appear to have compliant clear floor area on each side?	✓				
5.	5. Do doors at accessible entrances appear to have compliant hardware?	✓				
6.	6. Do doors at accessible entrances appear to have a compliant clear opening width?	✓				
7.	7. Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?	✓				
8.	8. Do thresholds at accessible entrances appear to have a compliant height?	✓				
E. INTERIOR ACCESSIBLE ROUTES AND AMENITIES						

ADA Component Inspection Checklist

Section	Subject	YES	NO	UNK	NA	COMMENTS
1.	Does an accessible route appear to connect with all public areas inside the building?	✓				
2.	Do accessible routes appear free of obstructions and/or protruding objects?	✓				
3.	Do ramps on accessible routes appear to have a compliant slope?	✓				
4.	Do ramps on accessible routes appear to have a compliant length and width?	✓				
5.	Do ramps on accessible routes appear to have compliant end and intermediate landings?	✓				
6.	Do ramps on accessible routes appear to have compliant handrails?		✓			
7.	Are adjoining public areas and areas of egress identified with accessible signage?		✓			
8.	Do public transaction areas have an accessible, lowered counter section?				✓	
9.	Do public telephones appear mounted with an accessible height and location?				✓	
10.	Are publicly-accessible swimming pools equipped with an entrance lift?				✓	
F. INTERIOR DOORS						
1.	Do doors at interior accessible routes appear to have compliant clear floor area on each side?				✓	
2.	Do doors at interior accessible routes appear to have compliant hardware?				✓	
3.	Do doors at interior accessible routes appear to have compliant opening force?				✓	
4.	Do doors at interior accessible routes appear to have a compliant clear opening width?				✓	
G. ELEVATORS						
1.	Are hallway call buttons configured with the "UP" button above the "DOWN" button?	✓				
2.	Is accessible floor identification signage present on the hoistway sidewalls?				✓	
3.	Do the elevators have audible and visual arrival indicators at the entrances?					
4.	Do the elevator hoistway and car interior appear to have a minimum compliant clear floor area?	✓				

ADA Component Inspection Checklist

Section	Subject	YES	NO	UNK	NA	COMMENTS
5.	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?	✓				
6.	Do elevator car control buttons appear to be mounted at a compliant height?	✓				
7.	Are tactile and Braille characters mounted to the left of each elevator car control button?	✓				
8.	Are audible and visual floor position indicators provided in the elevator car?	✓				
9.	Is the emergency call system at the base of the control panel and not require voice communication?	✓				
H. TOILET ROOMS						
1.	Do publicly-accessible toilet rooms appear to have a minimum compliant floor area?				✓	
2.	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?				✓	
3.	Does the lavatory faucet have compliant handles?				✓	
4.	Is the plumbing piping under lavatories configured to protect against contact?				✓	
5.	Are grab bars provided at compliant locations around the toilet?				✓	
6.	Do toilet stall doors appear to provide the minimum compliant clear width?				✓	
7.	Do toilet stalls appear to provide the minimum compliant clear floor area?				✓	
8.	Do urinals appear to be mounted at a compliant height and with compliant approach width?				✓	
9.	Do accessories and mirrors appear to be mounted at a compliant height?				✓	
I. HOSPITALITY GUESTROOMS						
1.	Does property management report the minimum required accessible guestrooms?				✓	
2.	Does property management report the minimum required accessible guestrooms with roll-in showers?				✓	

4.0 CODE COMPLIANCE

Condition Good

Action None

No building or fire code deficiencies were noted during the inspection. The property is located in Schenectady, New York. The municipal regulations govern this property. The municipality requires a freedom of information request before they release any information regarding the status of building, fire, and zoning code violations. The request has been filed and is outstanding. If the request generates any information indicating a code violation this report will be revised or a supplement letter sent out.

6.0 REPORT SIGNATURES

The report was prepared in a manner consistent with generally accepted industry practices and standards. LCS, or the individuals working on this assignment, are not affiliated with the property owners, its affiliates or representatives. LCS' relation to the subject property is that of professional in nature. All information is true and correct, to the best of the undersigned's knowledge, and reflects the consultant's best professional opinion and judgment.

Relevant resumes are included in the [appendices](#).

Lender Consulting Services, Inc.

Report Writer:



Megan Meister
Project Manager

Report Reviewer:



Bradley Sullivan
Project Manager

6.0 LIMITATIONS AND DEFINITIONS

6.1 Limitations

Per the ASTM guideline, the following activities generally are excluded from or otherwise represent limitations to the scope of a PCA prepared in accordance with the guide. These should not be construed as all-inclusive or imply that any exclusion not specifically identified is a PCA requirement under the guide.

- Removing or relocating materials, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or distributing personal items or property, that obstructs access or visibility.
- Preparing engineering calculation (civil, structural, mechanical, electrical, etc.) to determine any system's, component's, or equipment's adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing designs or specifications to remedy any physical deficiency.
- Taking measurements or quantities to establish or confirm any information or representations provided by the owner or user, such as size and dimensions of the subject property or subject building; any legal encumbrances, such as easements, dwelling unit count and mix; building property line setbacks or elevations; number and size of parking spaces; etc.
- Reporting on the presence or absence of pests such as wood damaging organisms, rodents, or insects unless evidence of such presence is readily apparent during the course of the field observer's walk-through survey or such information is provided to the consultant by the owner, user, property manager, etc. The consultant is not required to provide a suggested remedy for treatment or remediation, determine the extent of infestation, nor provide opinions of costs for treatment or remediation of any deterioration that may have resulted.
- Reporting on the condition of subterranean conditions, such as underground utilities, separate sewage disposal systems, wells; systems that are either considered process-related or peculiar to a specific tenancy or use; waste-water treatment plants; or items or systems that are not permanently installed.
- Entering or accessing any area of the premises deemed to pose a threat of dangerous or adverse conditions with respect to the field observer or to perform any procedure that may damage or impair the physical integrity of the property, any system, or component.
- Providing an opinion on the condition on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.
- Evaluating acoustical or insulating characteristics of systems or components. Providing an opinion on matters regarding the security of the subject property and protection of its occupants or users from unauthorized access.
- Operating or witnessing the operation of lighting or other systems typically controlled by time clocks or that are normally operated by the building's staff or services companies.
- Providing an environmental assessment or opinion on the presence of any environmental issues such as asbestos, hazardous wastes, toxic materials, the location and presence of designated wetlands, IAQ, etc.

The following limitations also apply to this report.

- Access to all areas of this facility was requested. LCS cannot be held responsible for the survey of those areas inaccessible to the field observer during the course of this investigation.
- LCS neither accepts nor implies any liability for the implementation of the recommendations found within this report.

- LCS cannot be held responsible or liable for the misrepresentation of fact, misstatements or withholding of relevant information by those parties interviewed during the property condition assessment process.
- By conducting this PCA, LCS merely is providing an opinion and does not warrant or guarantee the present or future condition of the subject property, nor may the PCA be construed as either a warranty or guarantee of any of the following:
 - any system's or component's physical condition or use, nor is a PCA to be construed as substituting for any system's or equipment's warranty transfer inspection;
 - the subject property's compliance with any federal, state, or local statute, ordinance, rule or regulation including, but not limited to, building codes, safety codes, environmental regulations, health codes or zoning ordinances or to compliance with trade/design standards developed by the insurance industry;
 - compliance of any material, equipment or system with any certification or actuation rate program, vendor's or manufacturer's warranty provisions, or provisions established by any standards that are related to insurance industry acceptance/approval, such as FM, State Board of Fire Underwriters, etc.
- By conducting this PCA and preparation of this PCR, LCS is not practicing architecture or engineering services.
- The recommendations submitted for the subject project are based on available information and details as outlined in Section 2 of this report. The observations and recommendations presented in this report are valid only on the date of the field inspection. The findings in this report are based on a limited visual inspection or readily available components and should not be considered a comprehensive engineering study. During the site visit LCS did not gain access to all areas, perform any destructive tests, or operate any specific equipment
- LCS warrants that these findings have been promulgated after being prepared in accordance with generally accepted practice of the industry. No other warranties are expressed or implied. Our observations and resulting report are not intended to warrant or guarantee the performance of any building components or systems.
- The representations regarding the status of ADA compliance were based on visual observation and without any physical measurement or count and, thus are only intended to be a good faith effort to assist the client by noting non-conforming conditions along with estimates of costs to correct and are not to be considered to be based on an in-depth study

6.2 Definitions of Important Terms

The following terms are used throughout the report and may be defined as follows:

Good: The component or system is performing satisfactory. Normal wear and tear is visible. Maintenance and normal rehabilitation work may be required.

Fair: System is performing satisfactory; however, one of the following may be present:

- A) Immediate or short-term repairs may be required; or
- B) Component or system is obsolete; or
- C) Component or system is approaching the end of its useful life; or
- D) Evidence or repairs that were not done in a workmanship like manner or to industry standards.

Poor: Requires immediate repairs, replacement or major maintenance

LCS' cost estimates were allocated to the following categories:

Immediate: Expenditures that require immediate action as a result of (i) existing or potentially material unsafe conditions, (ii) material adverse physical deficiencies impacting existing tenancy, (iii) material building code violations, (iv) poor or deteriorated condition of a critical element or system, (v) a condition that if left "as-is", with an extensive delay in element or system failure within one (1) year or a significant escalation in its remedial cost.

Short Term: Deferred maintenance or deficiencies that fall into the category of chronic maintenance or replacement problem. This category might include any physical deficiencies that may not warrant immediate attention but require repairs or replacement that should be undertaken on a priority basis over routine preventative maintenance work, components or systems that have reached the end of their normal expected life and where continued performance should not be relied upon. Generally, the recommended timeframe for addressing these items is two (2) years.

Long Term Replacement Reserves: Replacement Reserves are recurring expenditures that should be annually budgeted for in advance. Replacement reserves are reasonably predictable both in terms of frequency and cost. However, they may also include components or systems that have an indeterminate life but nonetheless have a potential liability for failure within an estimated time period. For purposes of this study, budgeting was excluded for systems or components that are estimated to expire after the forecast period or long term.

7.8 DOCUMENTS AND INTERVIEWS

7.1 Documents Reviewed

LCS was provided with the following documents for review:

Documentation	Received and Reviewed
Pre-Survey Questionnaire	
Prior Reports	
Certificate of Occupancy	
Current Rent Roll	
Maintenance records and warranty information	✓
Receipts for major repairs within the past 12 months	
Operating and Maintenance Plans in place.	
Wood Destroying Organism reports, and if applicable, repairs	
Elevator, boiler and safety inspection records and certificates	✓
Information or copies of Building, Zoning, and Fire Code Violations, and if applicable, clearance of violations.	
Planned Capital Improvement Budgets, and Completed Capital Improvement Budgets	
Information regarding legislated or voluntary energy benchmarking, and copies of reporting documents.	
Property information typically provided to prospective tenants.	✓

7.2 Municipal Interviews

Municipal Interviews

Department	Contacts	Findings
Building Department	Municipality	A FOIA request was filed. No information has been received as of the date of this report.
Planning/Zoning Department	Municipality	A FOIA request was filed. No information has been received as of the date of this report.
Fire Department	Municipality	A FOIA request was filed. No information has been received as of the date of this report.
Health Department	Municipality	A FOIA request was filed. No information has been received as of the date of this report.

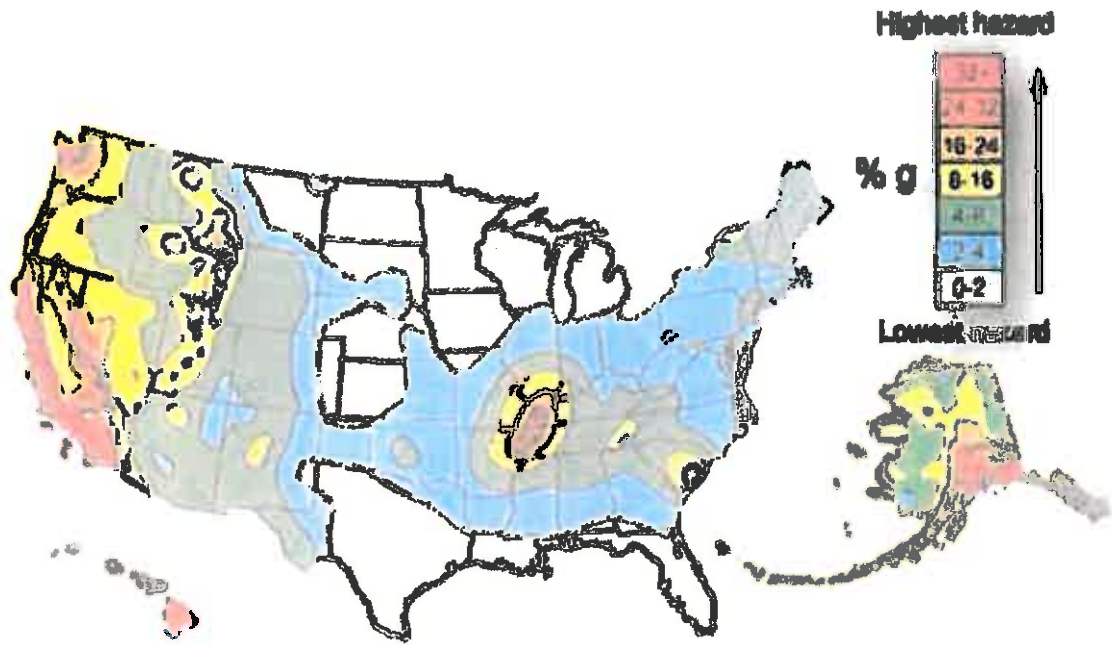
7.3 Other Interviews

LCS interviewed the following individuals by telephone, electronic mail correspondence, or in-person:

Name	Title	Phone Number
Paul Long	Property Manager	518-856-7159

8.0 USGS SEISMIC DATA

The subject property is located in a Seismic Zone whose maximum acceleration is known to be between 2 to 4% g prior to the multiplication of soil and building modification factors. On this property, seismic loads are small enough that they are not the governing designs. Other live loads, such as wind, snow, occupant loads, etc. will be the governing design loads. The building is in a low seismic risk area.



24.00668.16

February 22, 2024

Immediate Repair Cost

Item Quantity
Total Repair Cost

Unit

Unit Cost

Replacement Percent

Immediate Total
\$0.00

Short Term Total
\$0.00

PHOTOGRAPHS

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Photo 1: North elevation



Photo 2: North elevation

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Photo 3: East elevation

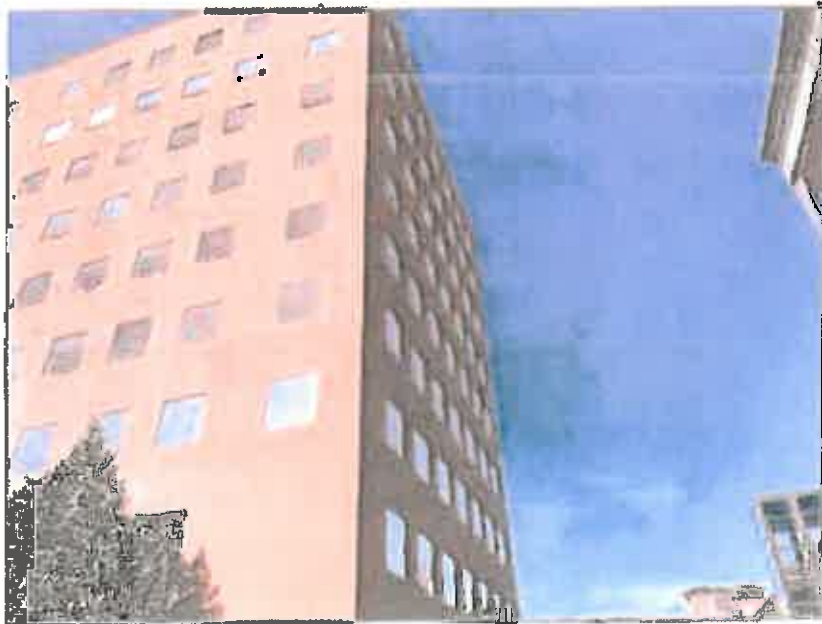


Photo 4: East elevation

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Photo 5: South elevation



Photo 6: West elevation

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Photo 7: West elevation



Photo 8: Parking spaces

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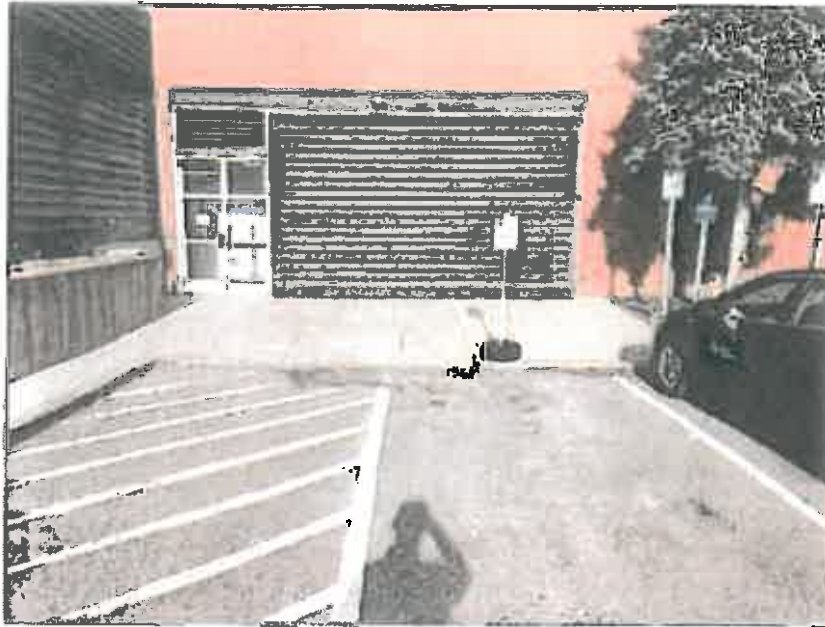


Photo 9: Parking spaces



Photo 10: NY Lottery warehouse east exterior

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Photo 11: NY Lottery warehouse exterior camera



Photo 12: NY Lottery warehouse east exterior

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Photo 13: NY Lottery warehouse east exterior



Photo 14: NY Lottery warehouse exterior

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PHOTOGRAPH VIEWS



Photo 18: Roof



Photo 19: Roof drain

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Photo 17: Roof



Photo 18: Roof

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Photo 19: Roof



Photo 20: Roof

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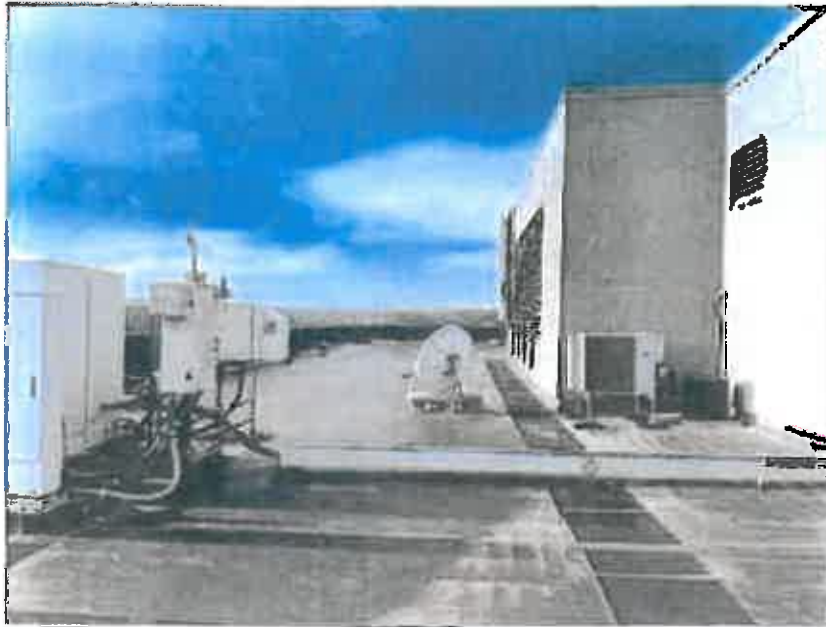


Photo 21: Roof



Photo 22: Roof drain

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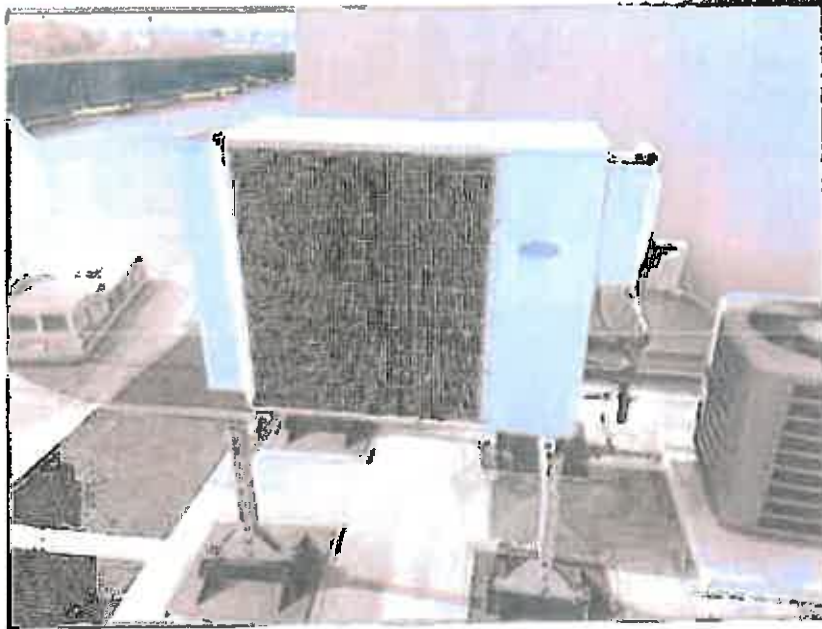


Photo 23: Carrier mini split unit

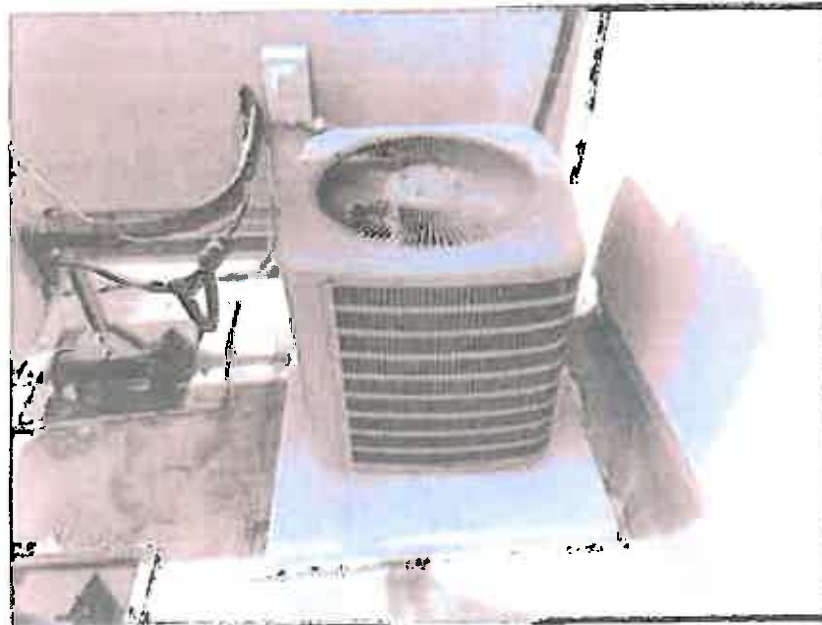


Photo 24: Roof top condenser

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Photo 25: Fujitsu mini split



Photo 26: NY Lottery warehouse roof

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Photo 27: Diesel generator



Photo 28: Diesel generators

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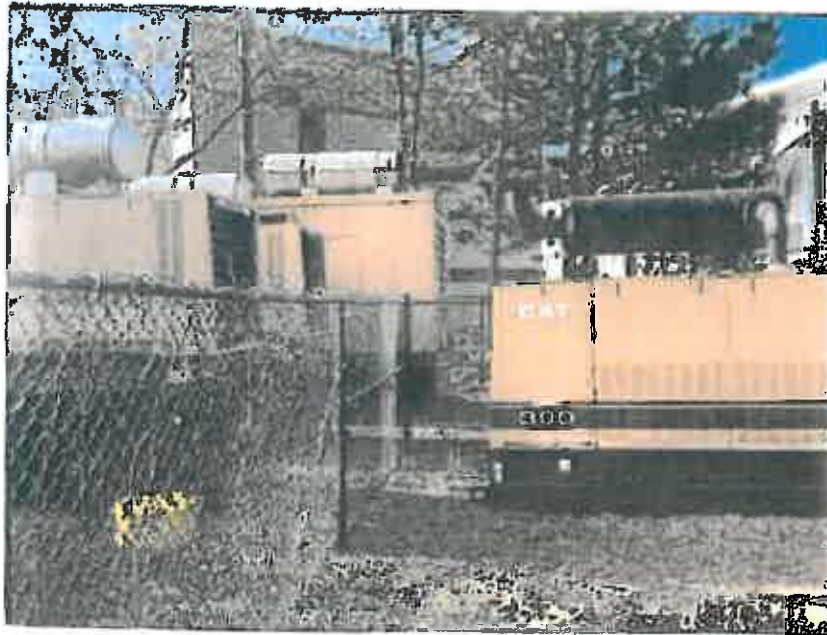


Photo 29: Diesel generators



Photo 30: Generators

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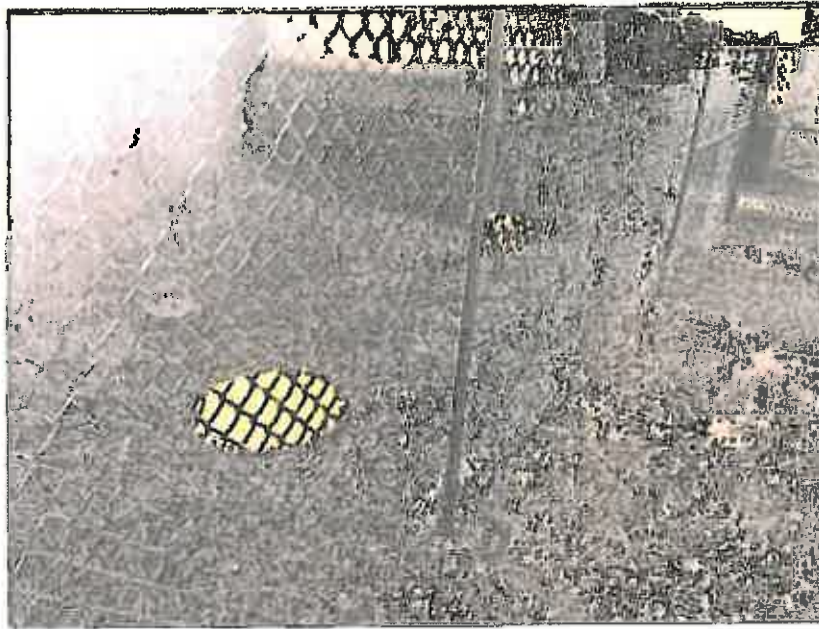


Photo 31: 3000 Diesel UST for the generators



Photo 32: Transformer

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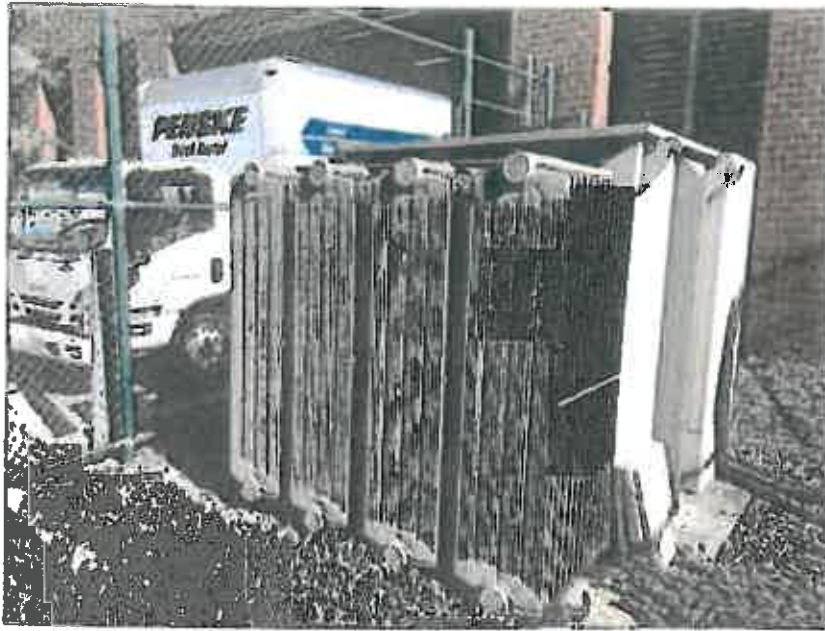


Photo 33: Transformer



Photo 34: Sidewalk

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Photo 35: Building mounted light



Photo 36: Light poles

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Photo 37: Building mounted camera



Photo 38: Elevator panel

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Photo 38: Elevator panel



Photo 40: Elevator panel

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Photo 41: Elevator



Photo 42: Elevator

PHOTOGRAPH VIEWS



Photo 43: Elevator floor sign



Photo 44: Fire alarm

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Photo 45: Staircase



Photo 46: Penthouse exhaust system

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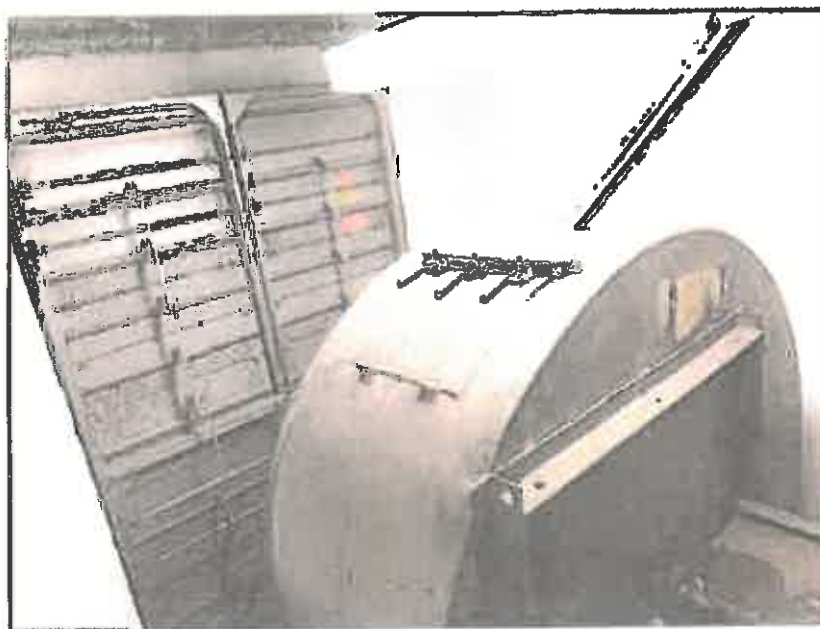


Photo 47: Penthouse exhaust system

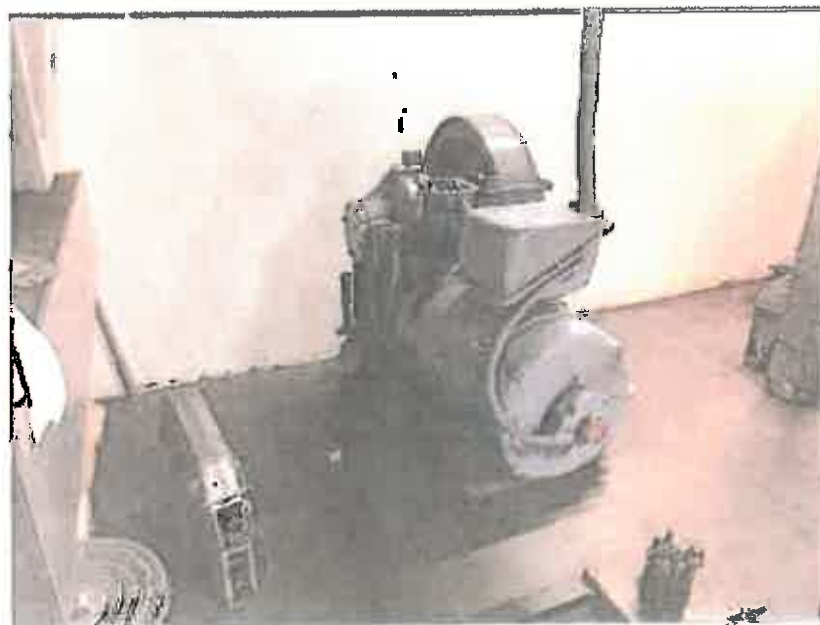


Photo 48: Elevator machinery

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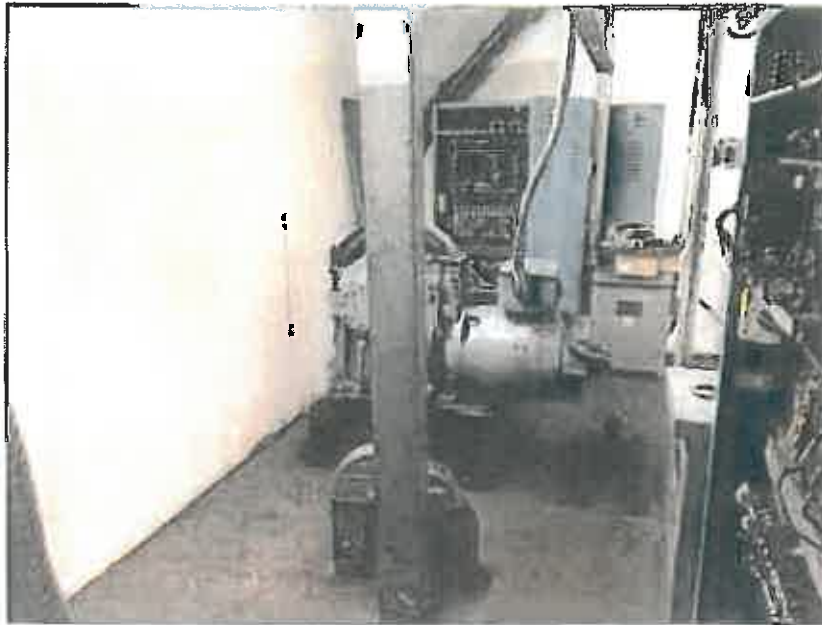


Photo 49: Elevator machinery

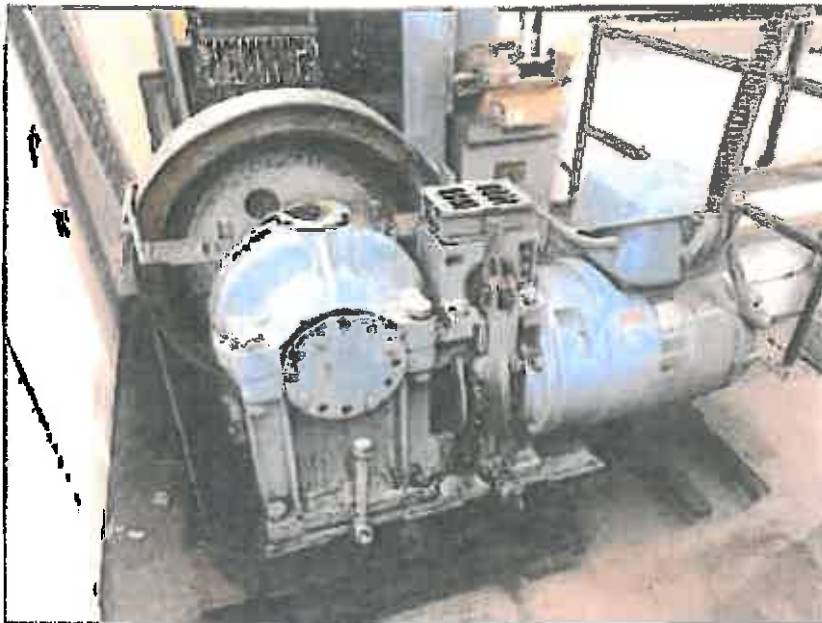


Photo 50: Elevator machinery

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Photo 51: Elevator machinery



Photo 52: Elevator machinery

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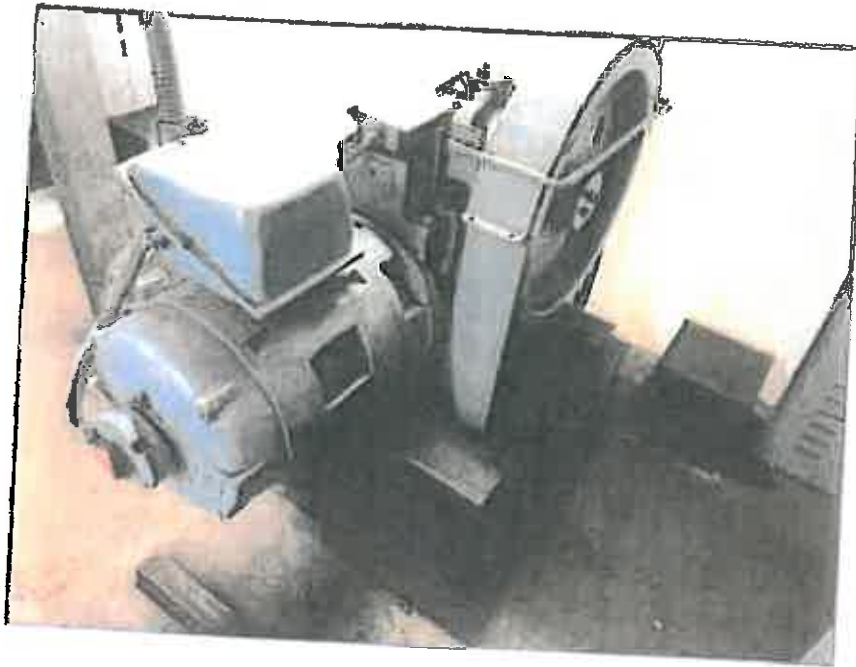


Photo 53: Elevator machinery

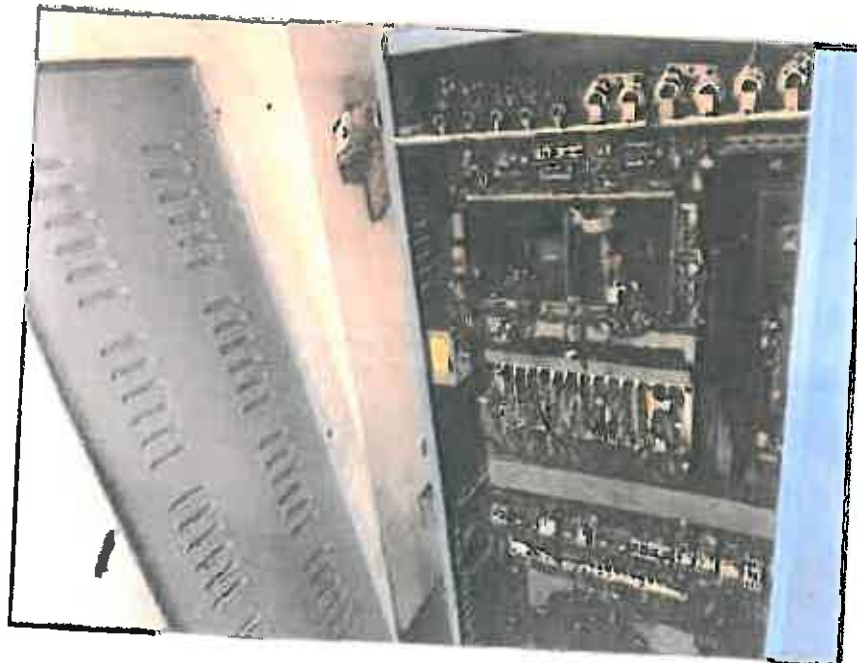


Photo 54: Elevator machinery

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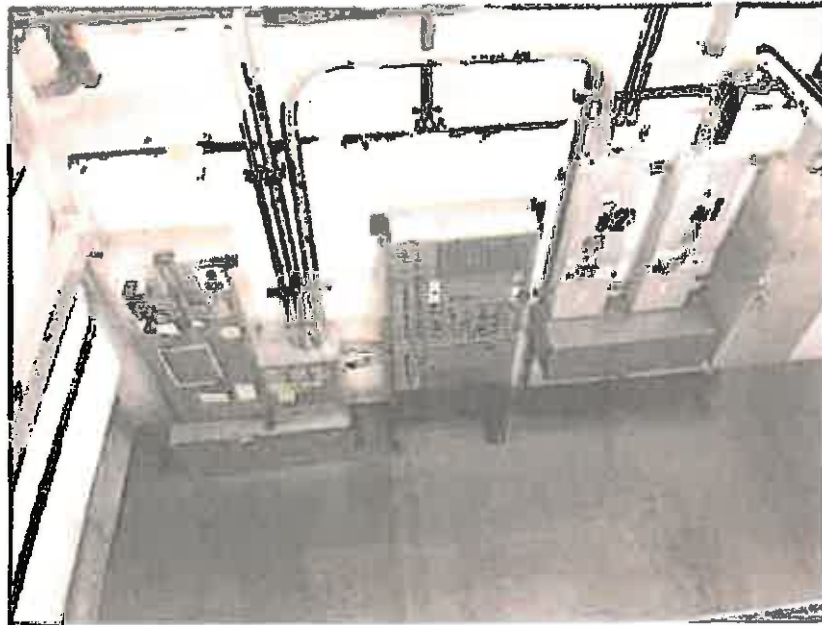


Photo 55: Elevator machinery

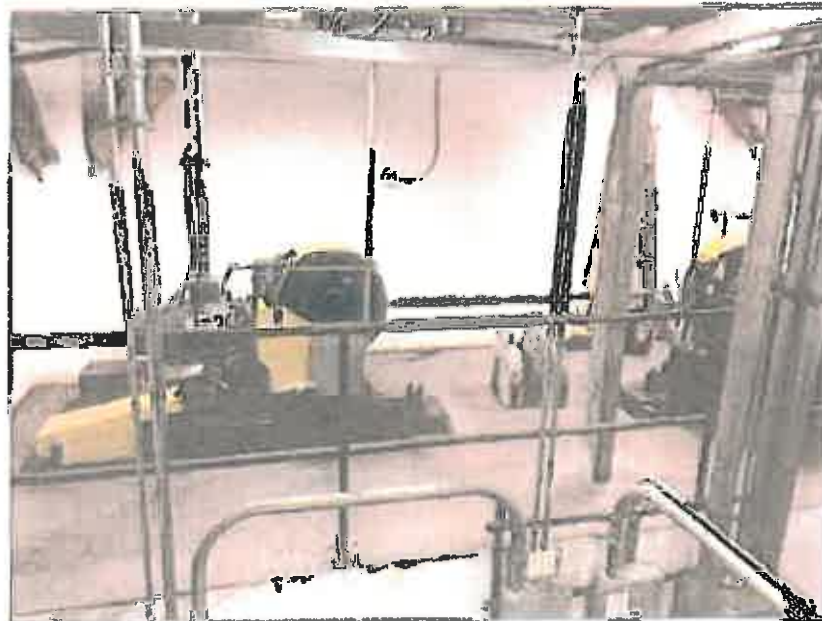


Photo 58: Elevator machinery

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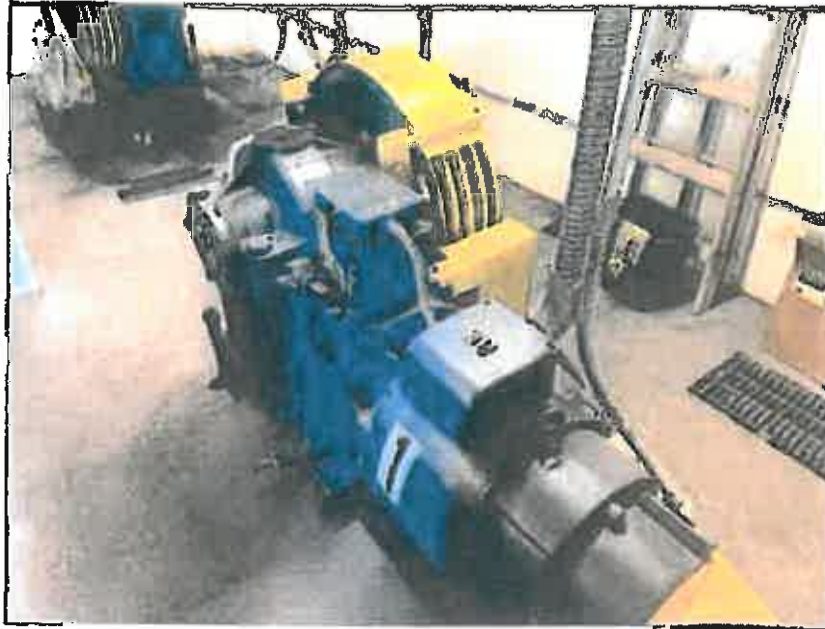


Photo 67: Elevator machinery



Photo 68: Elevator machinery

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Photo 59: Elevator machinery



Photo 60: Elevator machinery

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Photo 61: AC motors



Photo 62: AC motors

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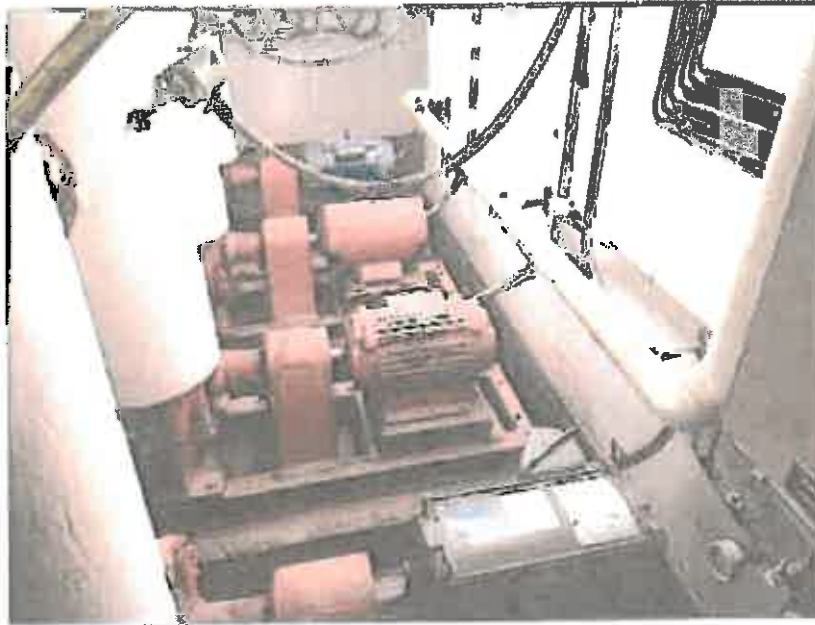


Photo 63: AC motors



Photo 64: Air handler

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Photo 65: Air handler



Photo 66: Air handler

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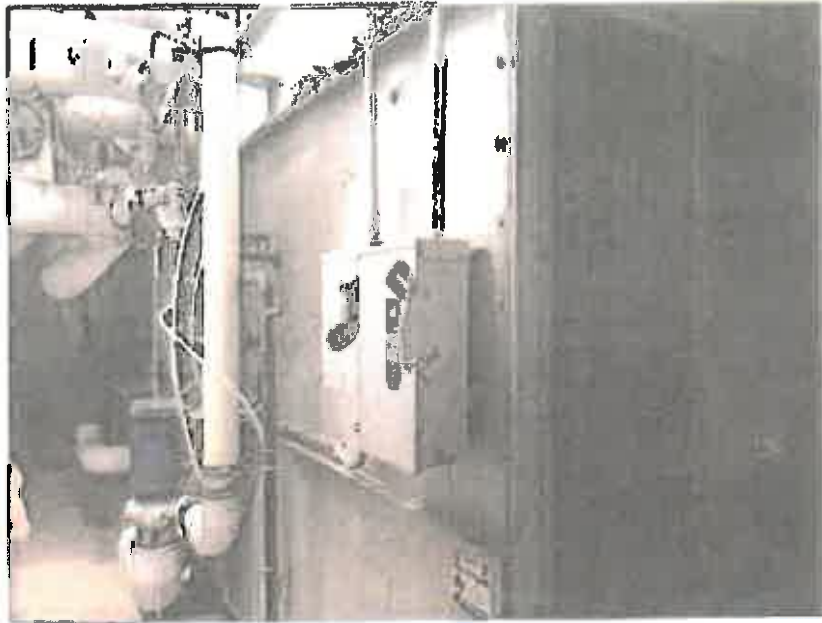


Photo 67: Air handler

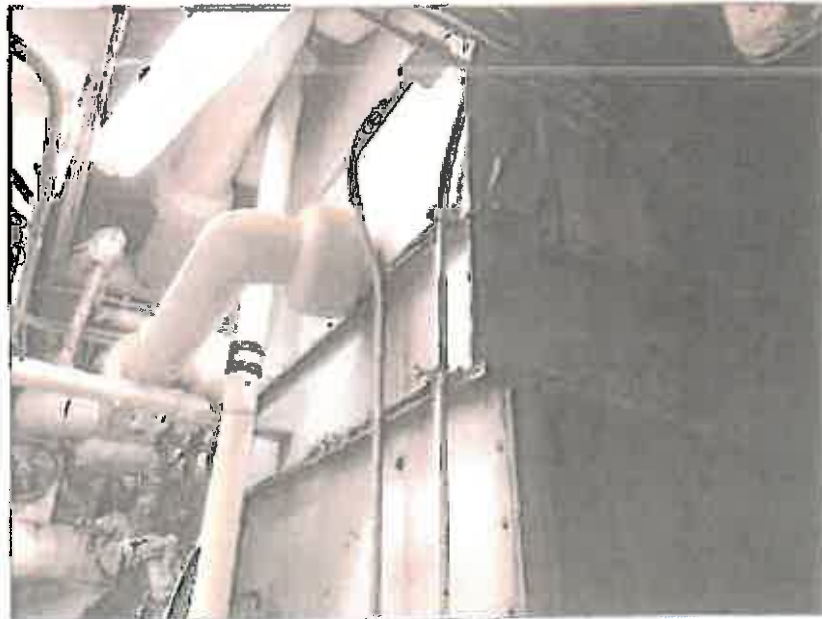


Photo 68: Air handler

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Photo 66: Air handler



Photo 70: Air handler

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Photo 71: Air handler

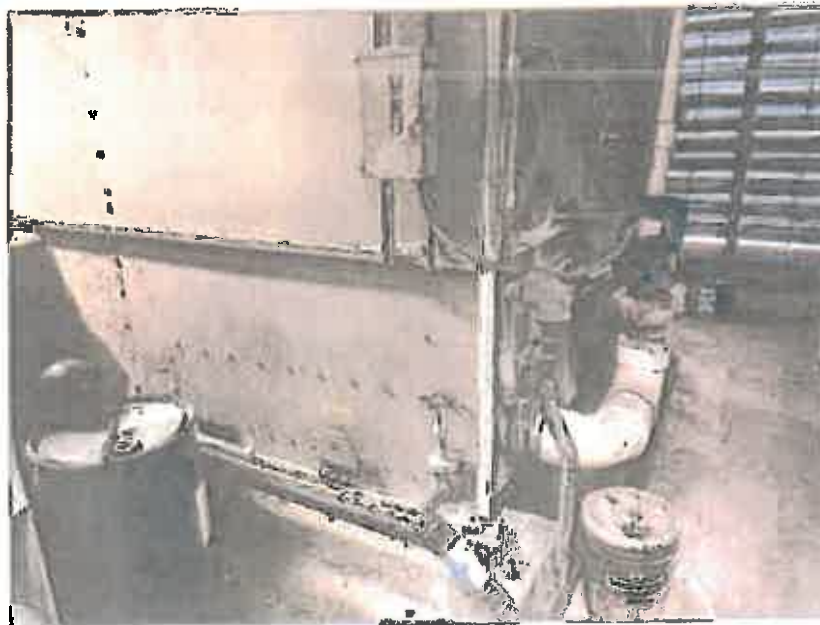


Photo 72: Air handler

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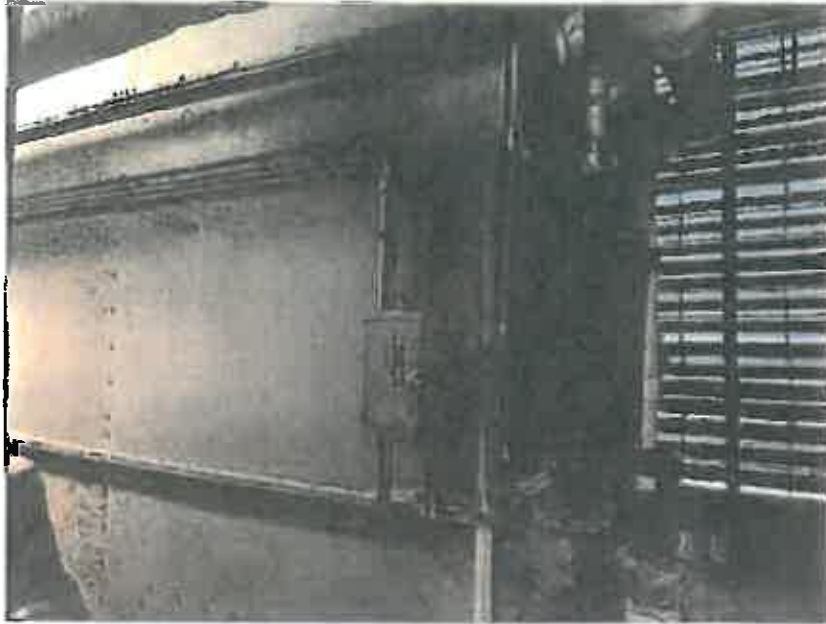


Photo 73: Air handler

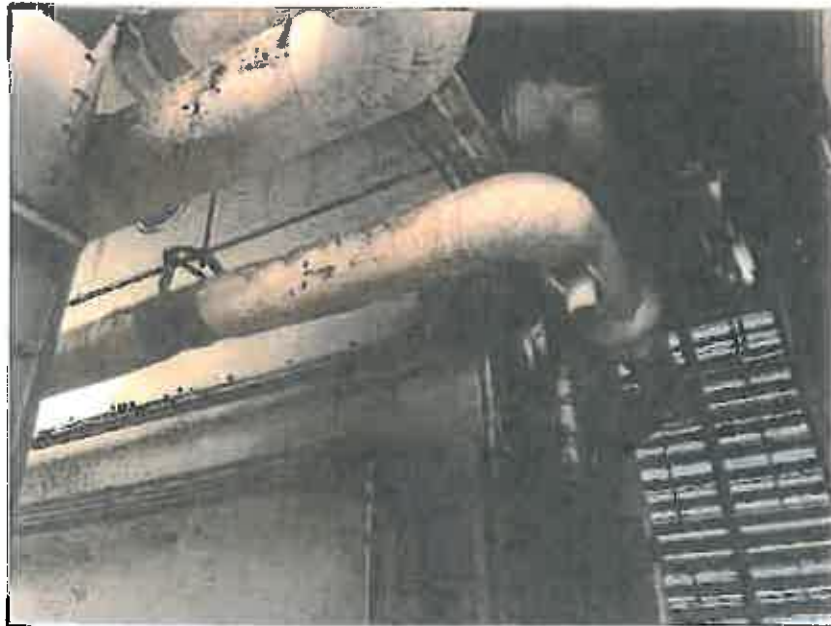


Photo 74: Air handler

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Photo 76: Air handler



Photo 76: Air handler

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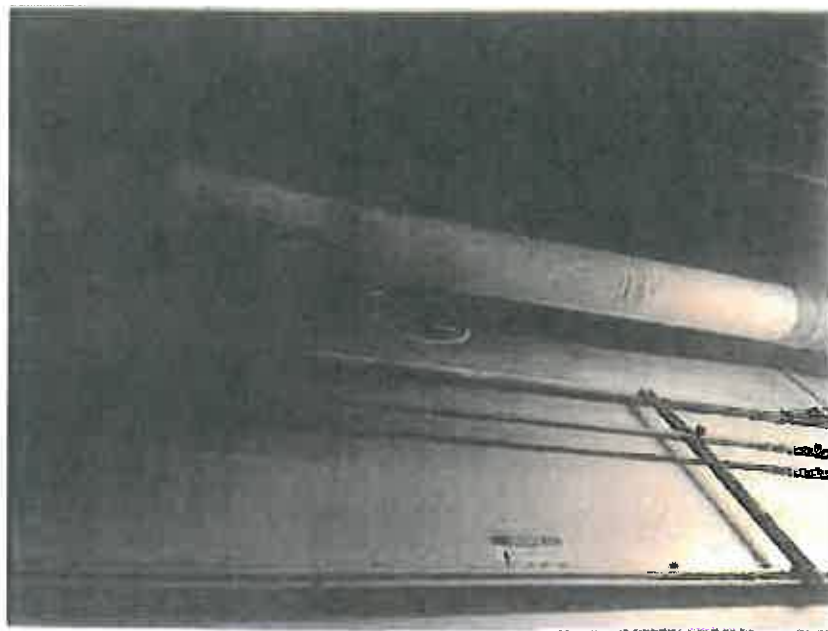


Photo 77: Air handler

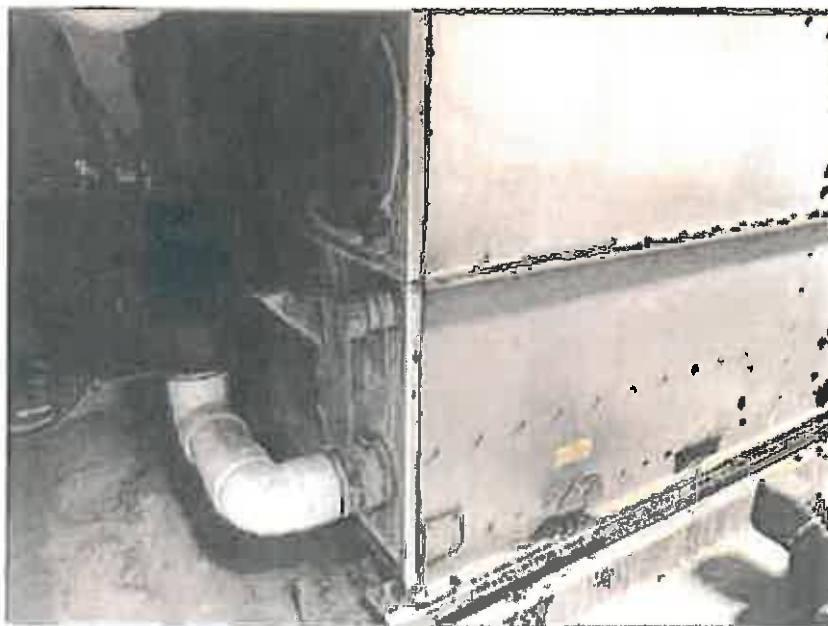


Photo 78: Air handler

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Photo 78: Air handler

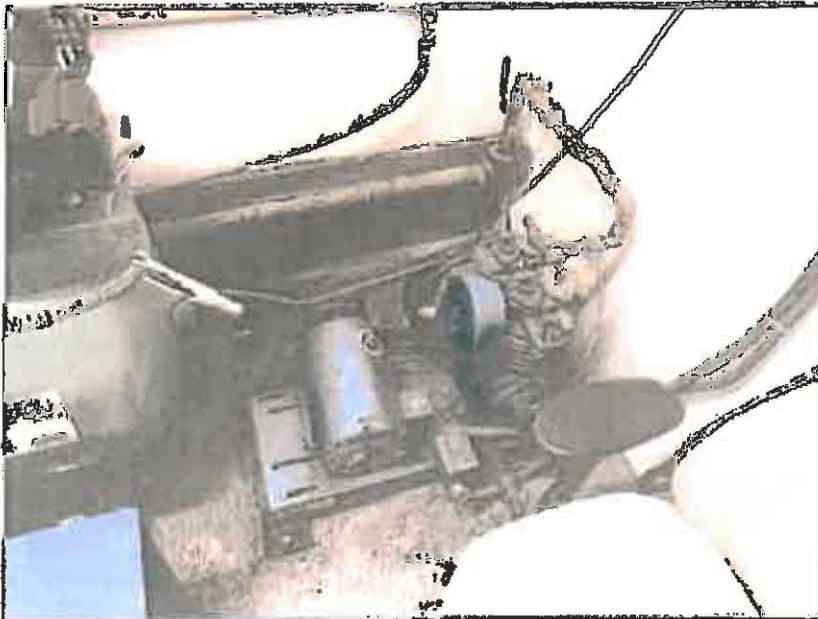


Photo 86: Compressors

LCS, Inc.
40 La Riviere Drive, Buffalo, New York 14202
Project No. 24.00666.10 | Photo Date: February 7, 2024

SITE PHOTOGRAPHS
Office Building
1 Broadway Center
Schenectady, New York

PHOTOGRAPH VIEWS

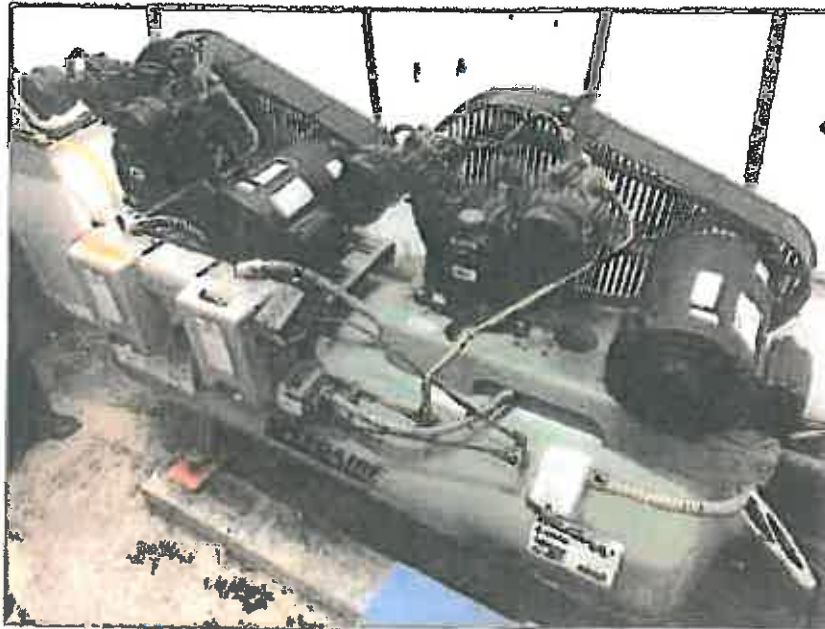


Photo 81: Compressors

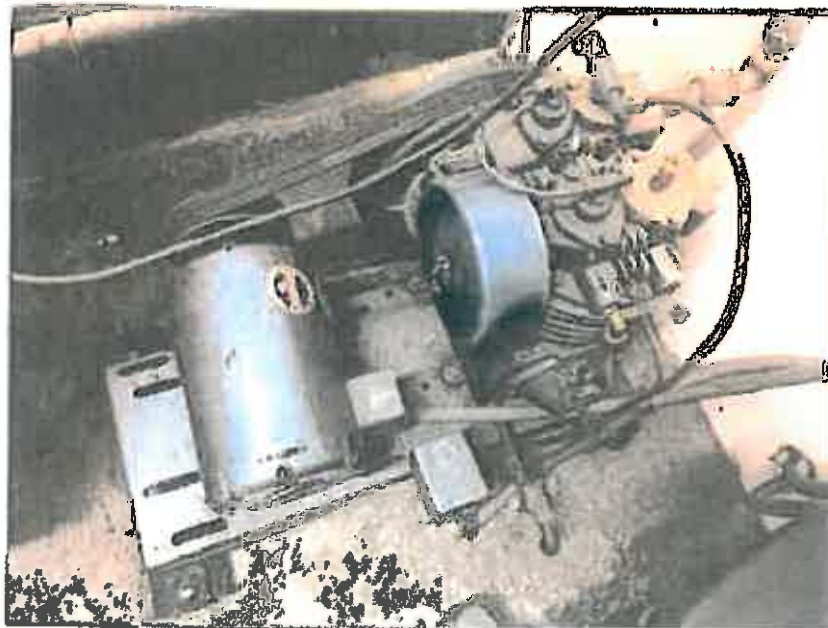


Photo 82: Compressors

<p>LOS, Inc. 40 La Riviere Drive, Buffalo, New York 14202 Project No. 24.00886.10 Photo Date: February 7, 2024</p>	<p>SITE PHOTOGRAPHS Office Building 1 Broadway Center Schenectady, New York</p>
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PHOTOGRAPH VIEWS

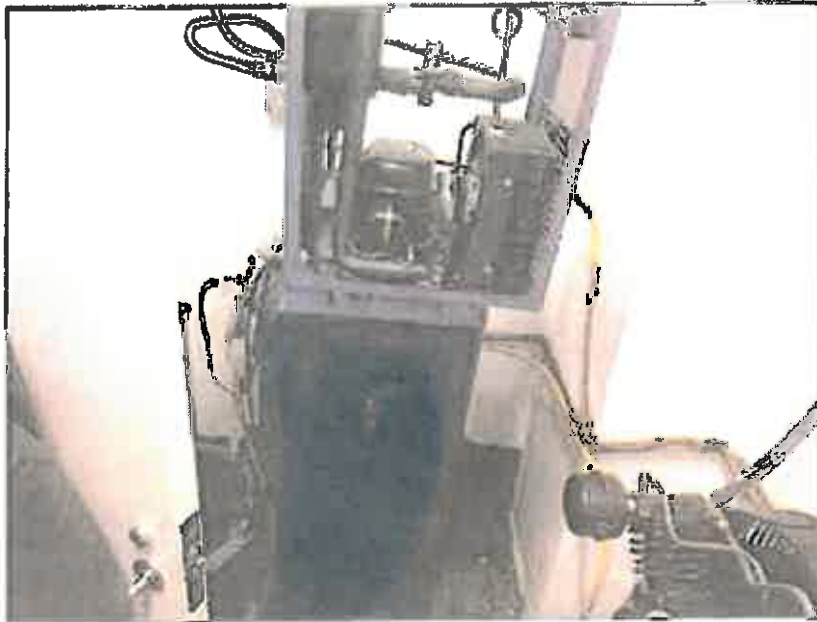


Photo 83: Compressors



Photo 84: Ninth floor corridor

<p>LGS, Inc. 40 La Riviere Drive, Buffalo, New York 14202 Project No. 24.00688.10 Photo Date: February 7, 2024</p>	<p>SITE PHOTOGRAPHS Office Building 1 Broadway Center Schenectady, New York</p>
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PHOTOGRAPH VIEWS



Photo 85: Ninth floor corridor



Photo 86: Ninth floor office space

LCB, Inc.
40 La Riviere Drive, Buffalo, New York 14202
Project No. 24.00668.10 | Photo Date: February 7, 2024

SITE PHOTOGRAPHS
Office Building
1 Broadway Center
Schenectady, New York

PHOTOGRAPH VIEWS



Photo 87: Ninth floor office space



Photo 88: Ninth floor office space

<p>LOB, Inc. 40 La Riviere Drive, Buffalo, New York 14202 Project No. 24.00666.10 Photo Date: February 7, 2024</p>	<p>SITE PHOTOGRAPHS Office Building 1 Broadway Center Schenectady, New York</p>
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PHOTOGRAPH VIEWS



Photo 89: Ninth floor office space



Photo 90: Ninth floor window

LCS, Inc.
40 La Riviere Drive, Buffalo, New York 14202
Project No. 24.00688.10 | Photo Date: February 7, 2024

SITE PHOTOGRAPHS
Office Building
1 Broadway Center
Schenectady, New York

PHOTOGRAPH VIEWS

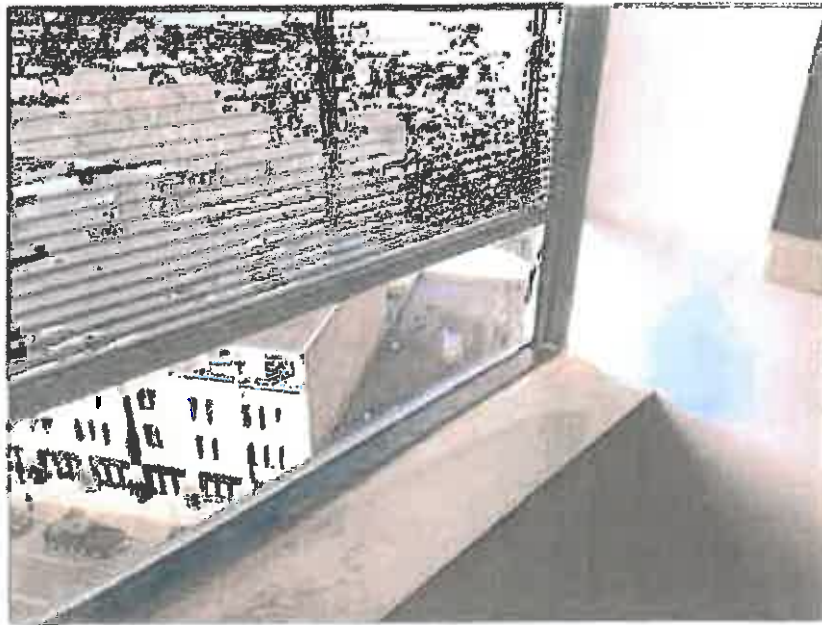


Photo 01: Ninth floor window



Photo 02: Ninth floor metal door

LOS, Inc.
40 La Riviere Drive, Buffalo, New York 14202
Project No. 24.00866.10 | Photo Date: February 7, 2024

SITE PHOTOGRAPHS
Office Building
1 Broadway Center
Schenectady, New York

PHOTOGRAPH VIEWS



Photo 93: Ninth floor office space



Photo 94: Ninth floor office space

LCS, Inc.
40 Le Romain Drive, Buffalo, New York 14202
Project No. 24.00666.10 | Photo Date: February 7, 2024

SITE PHOTOGRAPHS
Office Building
1 Broadway Center
Schenectady, New York

FIGURES

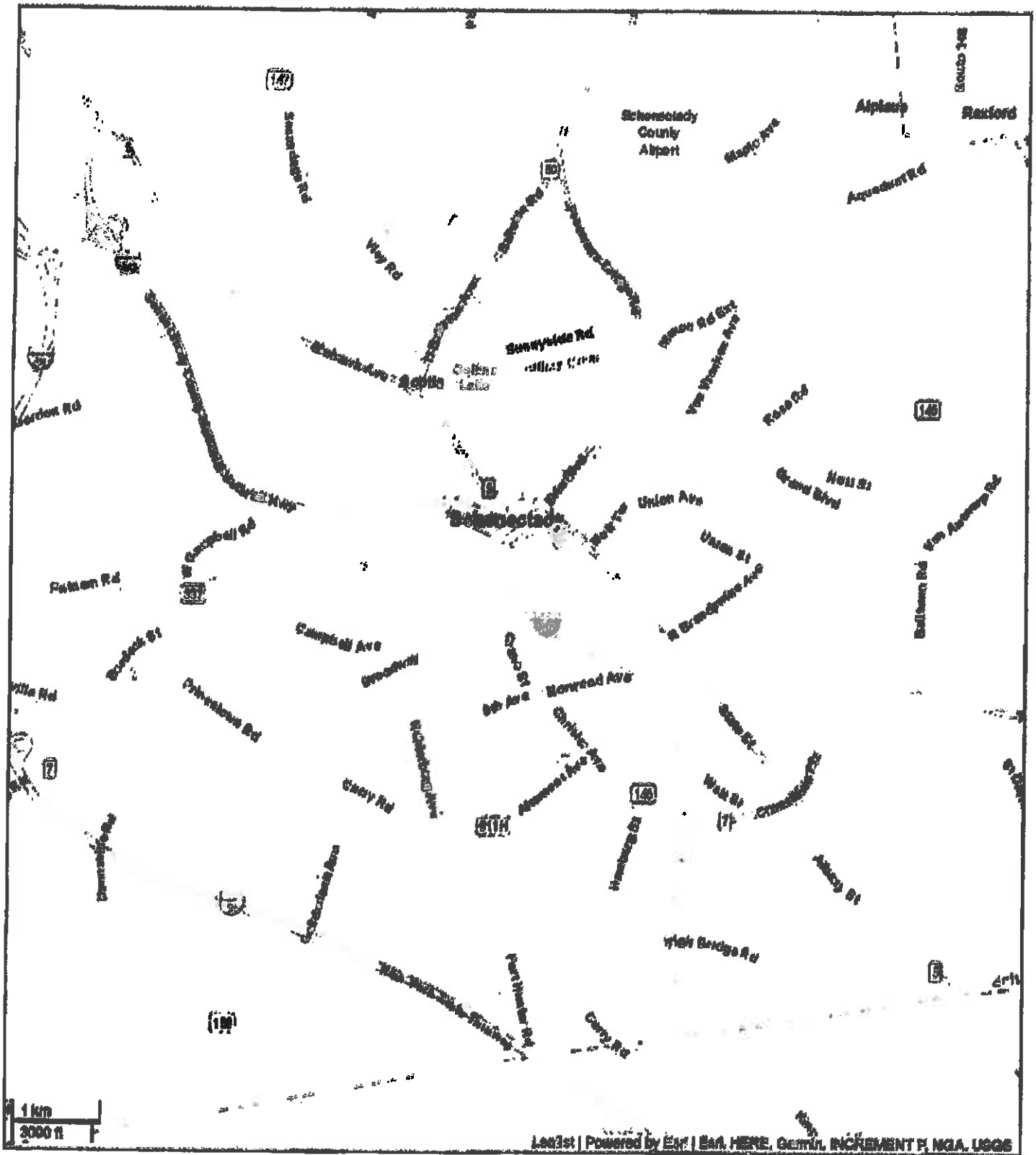


Figure 1: Regional Map
Office Building
 1 Broadway Center
 Schenectady, New York 12305
 LCS Project No. 24.00886.10
 Site Inspected: February 7, 2024



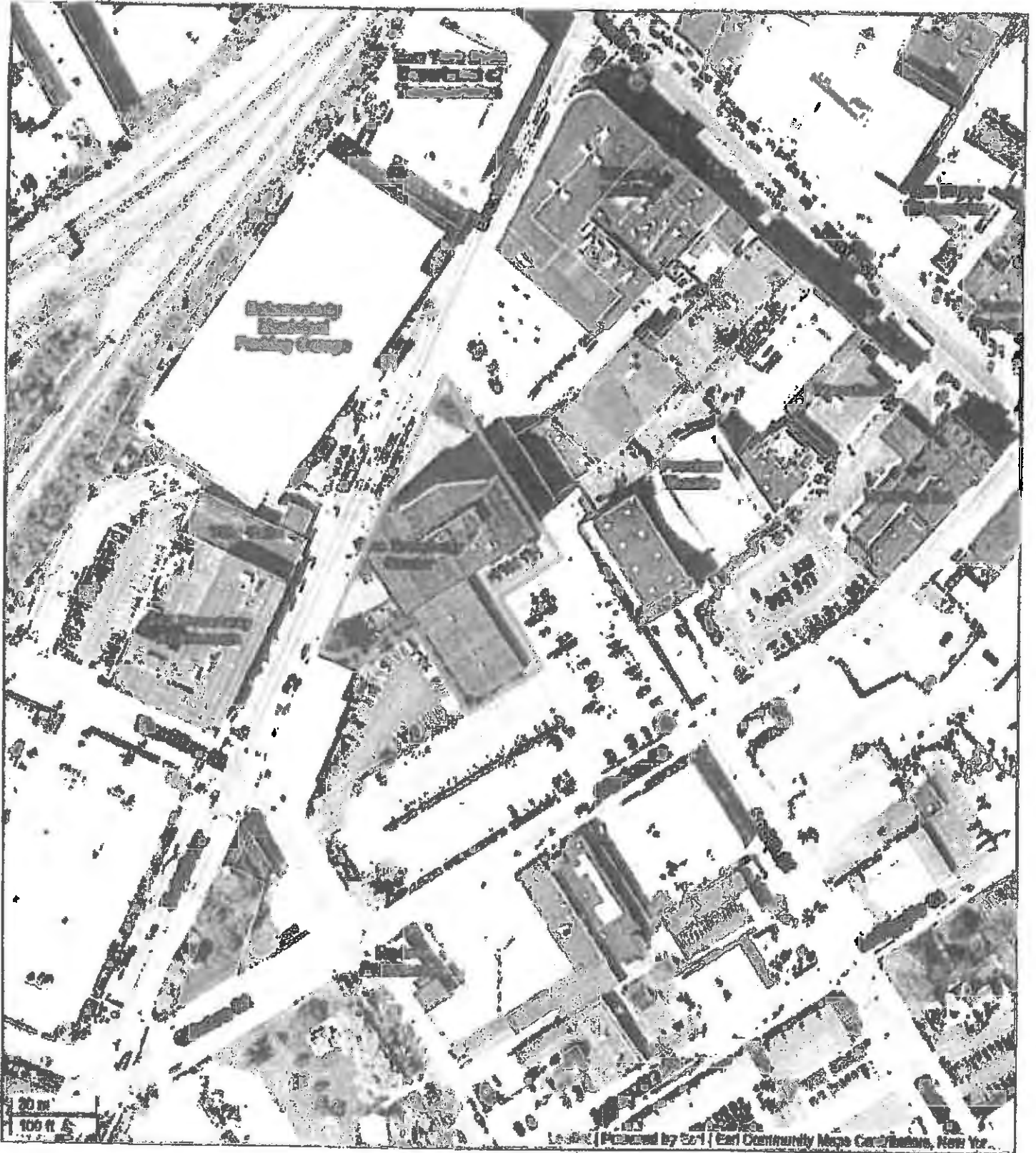


Figure 2: Aerial Site Map
Office Building
1 Broadway Center
Schenectady, New York 12306
LCS Project No. 24.00993.10
Site Inspected: February 7, 2024



LCS INC.
Due Diligence Compliance Solutions

LCS PERSONNEL RESUMES

**Megan Meister
Project Manager
Construction Services**

mmelster@lenderconsulting.com

B.S., Environmental Science
St. Bonaventure University

**Joined LCS
2007**

Certifications & Licenses

- ASTM Environmental Professional
- OSHA HAZWOPER
- OSHA 10-HR Course

Responsibilities

Megan is responsible for Property Condition Assessments, Third-Party Property Condition Report Reviews, Plan Spec and Cost reviews, and Construction Progress inspections utilizing reporting requirements tailored to client needs. She also assists in overseeing the LCS draw program to ensure quality and consistency of these services. As a former Environmental Project Manager and HAZMAT Officer in the army, Megan brings a unique logistical and compliance perspective to her role.

Years of Experience

22

Expertise

- Construction Monitoring
- Property Condition Assessments/Reports
- Plan, Spec, and Cost Reviews
- Third-Party Property Condition Report Reviews
- Environmental Site Assessments & Due Diligence (TSA, Phase I, Phase II)
- Third-Party Environmental Report Review
- Technical Reporting & Data Analysis
- Soil & Groundwater Investigations
- Environmental Compliance

**Corporate Headquarters
40 La Riviere Drive Suite 120
Buffalo, NY 14202
(800) 474-6802**

www.lenderconsulting.com

LCS INC.

Due Diligence Compliance Solutions

Brad Sullivan
Project Manager
Construction Services

bsullivan@lenderconsulting.com

Erie Community College
Assa Abloy University

Joined LCS
2022

Certifications & Licenses

- **OSHA 360 10-hr**
- **Procore Certified**

Responsibilities

Brad's responsibilities include property condition assessments, plan and cost reviews, and construction progress inspections utilizing reporting requirements tailored to client needs. He focuses on client contact and understanding the process required on all types of projects. His many years of multi-disciplinary work in the construction field make him a subject matter expert in all aspects of a construction project.

Years of Experience

41

Expertise

- **Technical Reporting & Data Analysis**
- **Construction Monitoring**
- **Property Condition Assessments/Reports**
- **Plan, Specification & Cost Reviews**
- **Construction Policy**
- **Technical Construction Drawing Constructability Reviews**
- **Project Scheduling**
- **Code Review**
- **Highly Proficient In All Construction Types and Methods**

Corporate Headquarters
40 La Riviere Drive Suite 120
Buffalo, NY 14202
(800) 474-6802

www.lenderconsulting.com

LCS INC.
Due Diligence Compliance Solutions

ABBREVIATIONS and ACRONYMS

Abbreviations and Acronyms

1.	ADA	The Americans with Disabilities Act
2.	ASTM	American Society for Testing and Materials
3.	BOMA	Building Owners and Managers Association
4.	BUR	Built-up roofing
5.	EIFS	Exterior Insulation and Finish System
6.	EMF	Electro-Magnetic Fields
7.	EMS	Energy Management System
8.	ERUL	Expected remaining useful life
9.	FEMA	Federal Emergency Management Agency
10.	FFHA	Federal Fair Housing Act
11.	FIRMS	Flood Insurance Rate Maps
12.	FOIA	U.S. Freedom of Information Act (5 USC 552 et seq.) and similar state statutes
13.	FOIL	Freedom of Information Letter
14.	FM	Factory Mutual
15.	HVAC	Heating, Ventilating and Air Conditioning
16.	IAQ	Indoor Air Quality
17.	NFPA	National Fire Protection Association
18.	PCA	Property Condition Assessment
19.	PCR	Property condition Report
20.	PML	Probable Maximum Loss
21.	RTU	Roof-top Unit
22.	RUL	Remaining Useful Life
23.	STC	Sound Transmission Class



INVOICE

No. **PB112415**

John W. Danforth Company
GENERAL CONTRACTORS FOR MECHANICAL SYSTEMS
Rack: 285 Castle Woods Parkway Tonawanda, NY 14150 (716) 833-1946

TO Schenectady County
620 State Street
2nd Floor

Date: 3/18/2024

Contract/P.O. No.: RFB-2023-15-R

Job No.: 90259

Req. No.: 2

TERMS: Net 10 Days

Job Name and Description:
Schenectady County Fresh Air Unit

AMOUNT OF CONTRACT:	\$ 45,450.00
CHANGE ORDERS TO DATE:	\$ -
TOTAL CONTRACT TO DATE:	\$ 45,450.00

TOTAL COMPLETE TO DATE:	\$ 4,250.00
LESS 5% RETENTION:	\$ 212.50
	\$ 4,037.50
LESS PREVIOUS BILLINGS:	\$ 1,862.50

NET AMOUNT OF THIS INVOICE: **\$ 2,175.00**

Please send remittance advice to
Receivables@jwdanforth.com
Bank: Key Bank
60 Fountain Plaza
Buffalo, New York 14202
ABA# 21300077
Account # 250015032
Type Checking

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

OWNER:
 Putnam County
 Putnam County Courthouse
 200 West Street
 Putnam County, NY 12870

APPLICATION NO.: 2
PERIOD FOR WHICH WORK WAS DONE: 10/1/00 - 10/31/00
DATE OF PREPARATION: 11/15/00
CONTRACT NO.: 100-000-10-R
CONTRACT DATE:

PROJECT:
 Putnam County Courthouse

CONTRACTOR:
 J.M. DeBorja Company
 300 South Broadway
 Putnam County, NY 12870

CONTRACT FOR MECHANICAL WORK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Contract No. 100-000-10-R, to which reference is made.

- 1. **GENERAL CONTRACT VALUE**..... \$1,000,000
- 2. **Net change by Change orders**..... 0.00
- 3. **CONTRACT VALUE TO DATE (Line 1 + 2)**..... \$1,000,000
- 4. **TOTAL COMPLETED & STORED TO DATE**..... \$1,000,000
 (Column G on G703)
- 5. **RETENTION:**
 - a. 5% of Completed Work..... 50,000
 - b. 5% of Stored Materials..... 0.00
 - Total Retention (Line 5a + 5b or Total in Column I of G703)..... 50,000
- 6. **TOTAL FUNDED LESS RETENTION**..... \$950,000
 (Line 4 less Line 5 Total)
- 7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**..... 1,000,000
 (Line 6 from prior Certificate)
- 8. **CURRENT PAYMENT DUE**..... 2,100,000
- 9. **AMOUNT TO PAY, INCLUDING RETENTION**..... \$1,100,000
 (Line 8 less Line 7)

CONTRACTOR'S RETENTION	ADDITIONS	DEDUCTIONS
Total (change approved) is		
Retainage on Work	50,000	0.00
Retainage on Materials	0.00	0.00
Retainage on Subcontractors	0.00	0.00
TOTAL	50,000	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and all amounts herein have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is correct.

CONTRACTOR: J.M. DeBorja Company
 By: [Signature] Date: March 15, 2001
 J.M. DeBorja, President
 Contract No. 100-000-10-R

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on the information and the data submitted by the Contractor, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
 ARCHITECT: [Signature]
 Date: March 15, 2001

The undersigned Architect certifies that to the best of the Architect's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and all amounts herein have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is correct.

ARCHITECT: [Signature]
 Date: March 15, 2001
 [Signature]
 [Title]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Payment, payment and completion of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

CONTRACTOR SHEET

AN EXCESSIVE COST APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certificate is attached.

In addition labor, materials are added to the normal order.

Use amounts from Certificate where work is retained for the items may apply

AND JOB # 98228

APPLICATION NO. 2

APPLICATION DATE 3/1/2004

PERIOD FROM: 3/1/2004

PERIOD TO: 3/31/2004

CONTRACT P.O. # RFB-3523-15-R

ITEM NO.	DESCRIPTION OF WORK	G SCHEDULED VALUE	D FROM PREVIOUS APPLICATION		E WORK COMPLETED THIS PERIOD	F WORK SHOWN PRESENTLY (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (B+E+F)	H % (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE %
	Schenandoah County Fresh Air Units									
A	Equipment & Tools	2,000.00	0.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
B	Truck/Tractor	1,100.00	0.00	0.00	0.00	0.00	0.00	0%	1,100.00	0.00
C	Materials	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100%	0.00	80.00
D	Accessories	200.00	0.00	0.00	0.00	0.00	200.00	100%	0.00	47.50
E	Subcontract	3,000.00	0.00	2,300.00	0.00	0.00	2,300.00	77%	1,200.00	118.00
F	Subcontract	1,300.00	0.00	0.00	0.00	0.00	0.00	0%	1,300.00	0.00
G	Project Close out and Finish Est	1,300.00	0.00	0.00	0.00	0.00	0.00	0%	1,300.00	0.00
H	Construction	2,000.00	0.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
I	Sheet Metal & Sheet Accessories Installation	1,500.00	0.00	0.00	0.00	0.00	0.00	0%	1,500.00	0.00
J	Sheet Metal Fabrication, Duct Accessories, Hangers	3,370.00	0.00	0.00	0.00	0.00	0.00	0%	3,370.00	0.00
K	Items of Supply	14,000.00	0.00	0.00	0.00	0.00	0.00	0%	14,000.00	0.00
L	Supply Farm Materials	4,000.00	0.00	0.00	0.00	0.00	0.00	0%	4,000.00	0.00
M	Supply Farm Install		0.00	0.00	0.00	0.00	0.00	0%		0.00
N	Subcontractors									
O	Subcontract and balance	1,300.00	0.00	0.00	0.00	0.00	0.00	0%	1,300.00	0.00
P	Subcontract Accessories	6,000.00	0.00	0.00	0.00	0.00	0.00	0%	6,000.00	0.00
Q	Subcontract Accessories	1,300.00	0.00	0.00	0.00	0.00	0.00	0%	1,300.00	0.00
	CONTRACT TOTALS...	40,450.00	1,000.00	2,300.00	0.00	0.00	4,300.00		41,250.00	212.00
	CHANGE ORDERS									
	TOTAL CHANGE ORDERS	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	GRAND TOTALS...	40,450.00	1,000.00	2,300.00	0.00	0.00	4,300.00		41,250.00	212.00

LEGISLATIVE INITIATIVE FORM

Date: 5/10/2024
Reference: Rules
Dual Reference:
Initiative: R 29

Title of Proposed Resolution:

A RESOLUTION APPROVING THE SCHENECTADY COUNTY INVESTMENT POLICY

Purpose and General Idea:

Provides for the adoption of a Schenectady County Investment Policy.

Summary of Specific Provisions:

Provides for the adoption of a Schenectady County Investment Policy. The proposed investment policy, attached, was written utilizing the NYS Office of the State Comptroller's model investment policy and edited to reflect details specific to Schenectady County.

Effects Upon Present Law:

None.

Justification:

The Schenectady County Department of Finance has developed a comprehensive investment policy to establish the Finance Department's operations and instructions for investing, monitoring, and reporting the County's funds. The proposed investment policy, attached, was written utilizing the NYS Office of the State Comptroller's model investment policy and edited to reflect details specific to Schenectady County.

The County Legislature must adopt the investment policy in accordance with General Municipal Law Section 39. The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

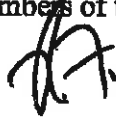


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance

Date: May 10, 2024

Re: Authorization to Adopt the Schenectady County Investment Policy

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to adopt a comprehensive investment policy. As Ms. Falotico indicates, this policy will establish the Schenectady County Finance Department's operations and instructions for investing, monitoring, and reporting of County funds. The NYS office of the State Comptroller's model investment policy served as the basis for the County's policy.

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *JK*

DATE: May 3, 2024

SUBJECT: Adoption of Schenectady County Investment Policy

The Schenectady County Department of Finance has developed a comprehensive investment policy to establish the Finance Department's operations and instructions for investing, monitoring, and reporting the County's funds. The proposed investment policy, attached, was written utilizing the NYS Office of the State Comptroller's model investment policy and edited to reflect details specific to Schenectady County.

The County Legislature must adopt the investment policy in accordance with General Municipal Law Section 39. The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

SCENECTADY COUNTY INVESTMENT POLICY

I. Scope

This investment policy applies to all monies and other financial resources available to Schenectady County for deposit and investment by Schenectady County on its own behalf.

Except for cash in certain restricted and special funds, Schenectady County will aim to consolidate cash balances from all funds to maximize potential investment earnings. Investment income will be allocated to the various funds based upon their proportional participation and in accordance with generally accepted accounting principles.

II. Objectives

Schenectady County's investment policy and investment activities shall conform to all applicable federal, state, and other legal requirements. The primary objectives of Schenectady County's investment activities are, in priority order:

- To adequately safeguard principal:
 - o Preservation of principal is a critical objective of the Schenectady County Investment Policy. Investments shall be undertaken in a manner consistent with preserving capital and mitigating both credit risk and interest rate risk;
- To provide sufficient liquidity to meet all operating requirements:
 - o Schenectady County's investment portfolio shall remain sufficiently liquid to meet all operational requirements that may be reasonably anticipated; and
- To obtain a reasonable rate of return:
 - o Schenectady County's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration investment risks and liquidity needs as forecasted by the County's cash flow models and analysis. Return on investment is of secondary importance compared to the safety and liquidity objectives referenced above.

III. Delegation of Authority

The Schenectady County Legislature's responsibility for administration of the investment program is delegated to the Commissioner of Finance who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

IV. Prudence

Participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County to govern effectively.

Investments shall be made with prudence, diligence, skill, judgement and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

Participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

V. Diversification

It is the policy of Schenectady County to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. Internal Controls

It is the policy of Schenectady County for monies collected by any officer or employee of the government to immediately transfer those funds to the Commissioner of Finance.

The Commissioner of Finance is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

VII. Designation of Depositories

The banks and trust companies that are authorized for the deposit of money are as follows:

KeyBank
Bank of America
JP Morgan Chase

VIII. Securing Deposits and Investments

Deposits and investments at a bank or trust company, including demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of Schenectady County that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act, including pursuant to a Deposit Placement Program in accordance with law, shall be secured by a method of collateralization in compliance with GML Section 10(3)(a).

IX. Collateralization and Safekeeping

Eligible securities used for collateralizing deposits made by officers of Schenectady County shall be subject to bank security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are pledged to secure such deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon a default. It shall also provide the conditions under which the securities (or pro rata portion of a pool of eligible securities) held may be sold, presented for payment, substituted or released and the events of default which will enable the local government to exercise its rights against the pledged securities.

In the event that the pledged securities are not registered or inscribed in the name of Schenectady County, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to Schenectady County or the custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the local government in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that pledged securities (or the pro rata portion of a pool of eligible securities) will be held by the custodial bank or trust company as agent of, and custodian for Schenectady County, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substitution or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include other provisions necessary to provide Schenectady County with a perfected security interest in the eligible securities and to otherwise secure the local government's interest in the collateral and may contain other provisions that the governing board deems necessary.

X. Permitted Investments

As provided by General Municipal Law Section 11, Schenectady County authorizes the Commissioner of Finance, or officer having custody of funds to invest monies not required for immediate expenditure, for terms not to exceed its projected cash flow needs in the following types of investments:

- Obligations issued, or fully insured or guaranteed, as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

- **Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public monies.**

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. Purchase of Investments

The Commissioner of Finance is authorized to contract for the purchase of investments:

- 1. Directly, from an authorized trading partner.**
- 2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.**

Purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to, and held in the custody of a bank or trust company. Such obligations shall be purchased, sold, or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to Schenectady County by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company as agent of, and custodian for, Schenectady County will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include provisions necessary to secure the local government's perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall also include other provisions necessary to provide Schenectady County with a perfected interest in the securities.

The Commissioner of Finance, where authorized, can direct the bank or trust company to register and hold the evidence of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for the deposit of any such evidence of investments with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidence of investments, and shall, when held in the possession of the bank or trust company be kept separate from the assets of the bank or trust company. Evidence of investments delivered to

a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set for in General Municipal Law Section 10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XII. Annual Review and Amendments

Schenectady County shall review this investment policy annually, and it shall have the power to amend this policy at any time.

LEGISLATIVE INITIATIVE FORM

Date: 5/10/2024
Reference: Rules
Dual Reference:
Initiative: R 30

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR "CODE BLUE" SHELTERING

Purpose and General Idea:

Provides authorization to receive funding from the NYS Office of Temporary and Disability Assistance for code blue.

Summary of Specific Provisions:

This resolution provides authorization to receive and additional \$519,000 funding from the NYS Office of Temporary and Disability Assistance for code blue sheltering.

This award covers the Code Blue season October 2023 - April 2024 and has been partially used in fiscal year 2023.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to reflect an increase in additional state aid received for Code Blue Sheltering.

Create and Increase Expense Code By:

A546010.415610	Code Blue Sheltering Grnt	\$66,167
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Create and Increase Revenue Code By:

A36010.361018	Code Blue Sheltering Grnt	\$66,167
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Justification:

Code Blue is an outreach, transportation, and shelter protocol to engage, transport, and shelter unhoused people in the County of Schenectady who might otherwise remain unsheltered during

periods of extreme winter weather. A Code Blue alert is called when the air temperature and or wind chill is expected to be 32 degrees or less. The goal of Code Blue is to prevent unhoused people from experiencing threats to life and health from exposure to severe winter weather. Schenectady County's network of shelter providers typically provides hot meals and work to get the client to the Department of Social Services the very next morning for ongoing services.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager *RF*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Brandy Hillard-Bouldin, Commissioner of Social Services
Jaclyn Falotico, Commissioner of Finance

Date: May 10, 2024

RE: Authorization to Receive Funding from the NYS Office of Temporary and Disability Assistance for Code Blue

Attached is a memorandum from Brandy Hillard-Bouldin, Commissioner of Social Services requesting authorization to receive funding from the NYS Office of Temporary and Disability Assistance in the amount of \$519,000 for Code Blue. New York State funding for Code Blue assists counties in defraying the costs associated with housing unhoused individuals.

Code Blue is an outreach, transportation, and shelter protocol to engage, transport, and shelter unhoused people in the County of Schenectady who might otherwise remain unsheltered during periods of extreme winter weather. A Code Blue alert is called when the air temperature and or wind chill is expected to be 32 degrees or less. The goal of Code Blue is to prevent unhoused people from experiencing threats to life and health from exposure to severe winter weather. Schenectady County's network of shelter providers typically provides hot meals and work to get the client to the Department of Social Services the very next morning for ongoing services.

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, detailing the necessary budgetary actions.

I recommend your approval.

SCHENECTADY COUNTY

DEPARTMENT OF SOCIAL SERVICES



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

Brandy Hillard-Bouldin
Commissioner

MEMORANDUM

TO: Rory Fluman, County Manager
FROM: Brandy Hillard Bouldin, Commissioner
DATE: May 02, 0224
RE: Budget Amendment Request

In accordance with 23-LCM-11 Attachment-1 Schenectady County was awarded \$519,000 for Code Blue sheltering. These funds are used to shelter the homeless population when the temperature is below 32 degrees. This award covers the Code Blue season October 2023 – April 2024 and has been partially used in fiscal year 2023. To account for the unexpended amount of the allocation in the 2024 budget, Department of Social Services is requesting the following adjustment to the budget lines:

A546010.415610 - Increase of \$66,167
A36010.361018 - Increase of \$66,167

Thank you in advance for your consideration.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaelyn Falotico, Commissioner of Finance *JK*
DATE: May 9, 2024
SUBJECT: Budget Amendment – Department of Social Services – Code Blue

The Department of Finance provides the following amendment to the 2024 Operating Budget to reflect an increase in additional state aid received for Code Blue Sheltering.

Create and Increase Expense Code By:

A546010.415610	Code Blue Sheltering Grnt	\$66,167
----------------	---------------------------	----------

Create and Increase Revenue Code By:

A36010.361018	Code Blue Sheltering Grnt	\$66,167
---------------	---------------------------	----------

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



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Acting Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	23-LCM-11
To:	Social Services District Commissioners
Issuing Division/Office:	Division of Housing and Refugee Services
Date:	August 21, 2023
Subject:	Code Blue Allocations
Contact Person(s):	Linda Camoin; (518) 473-6661; Linda.camoin@otda.ny.gov
Attachments:	<u>Attachment 1 - Allocations</u> <u>Attachment 2 - Code Blue Request and Overview</u> <u>Attachment 3 - Code Blue Excel Budget</u> <u>Attachment 4 - Budget Instructions</u> <u>Attachment 5 - Claiming Instructions</u>

Section 2

I. Purpose

This Local Commissioners Memorandum informs social services districts (districts) of their Code Blue Allocations. The SFY 2023-24 New York State Budget appropriated \$20 million for districts' costs related to implementing emergency measures for the homeless during inclement winter weather (Code Blue). This funding is to be allocated to districts according to a methodology developed by the Office of Temporary and Disability Assistance (OTDA) and approved by the Division of Budget. This LCM provides those allocations, which are based on approved 2022-23 Code Blue budgets and historical district Code Blue claiming.

II. Background

Per 18 NYCRR § 304.1, a Code Blue alert must be called when temperatures are expected to fall below 32°F with wind chill for at least two consecutive hours, based on the local forecast issued by the National Weather Service (<http://forecast.weather.gov/>) for the city, town or village within the district that is known to have the largest population of unsheltered homeless persons. When possible, the decision to declare a Code Blue alert should be made by 5:00 p.m. each day. The Code Blue should remain in effect until the temperature rises above 32°F with wind chill, but at least until 7:00 a.m. the next morning.

Code Blue reimbursement is for essential, additional costs that are directly related to the requirements of the Code Blue regulation to provide shelter during inclement weather. Only essential expenditures for services not previously funded prior to the regulations that are directly related to the regulation will be eligible for reimbursement.

Types of costs that are ineligible, include but are not limited to:

- The share of costs for items that are likely to be used outside of Code Blue periods, including cell phones, tablets, and office supplies. User fees for such items should only encompass the Code Blue period.
- Capital expenses including building modifications and repairs, unless specifically necessary for the provision of Code Blue Services. To the extent possible, these costs should be allocated to Code Blue periods and depreciated over the reasonable life of the asset.
- Costs incurred by local government entities as part of their normal scope of duties, such as police patrols and welfare checks.
- Fringe benefit costs that would otherwise be incurred by the district.
- Administrative overhead expenses for service providers that are not directly related to the Code Blue program.

If any costs associated with the regulation are eligible for reimbursement under the guidelines associated with Public Assistance, they should be claimed as Public Assistance on the appropriate claim schedules.

Program Cycle

Reimbursement for expenditures related to activities in compliance with the regulation will be made available to districts. The program cycle's operational dates for activities undertaken to comply with this regulation are October 1 – September 30. Expenses should be based on what will be incurred for one program cycle.

Districts are expected to assist households in need within their own district. If a district must utilize shelter beds or motel beds in another district, it is expected that the district will provide transportation for households in need of shelter and will advise the neighboring district as to each person who is being placed in a shelter bed or motel bed in that neighboring district when the placement is made. If the household being placed in a neighboring district subsequently wishes to apply for Temporary Assistance or other available public benefits, it will be the responsibility of the placing district to process the application and provide transportation back to the county of origin if needed.

III. Program Implications

Reimbursement for Code Blue expenses is available up to the stated allocations. To the extent that district projected expenses are anticipated to exceed the allocation based on the use of a new shelter location or other defined known service change from prior years, the district should notify Heather Diamond at OTDA no later than September 15, 2023 by submitting a completed Attachment 2 (Code Blue Request and Overview) and Attachment 3 (Code Blue Excel Budget) for the total projected costs and detail the nature of the change. OTDA will review to extent to which the request can be accommodated within the available funding. If district funding needs above the stated allocations is not anticipated, no Budget submission is required.

Final allocations may be adjusted after the claiming deadline within the appropriated funding limit. Expenditures must be claimed through the RF17 claim package for special projects per the Claiming Instructions outlined in Attachment 5.

Districts must be prepared to report, quarterly and annually, how their Code Blue allocation was spent, how many people were served, and what services were provided between October 1, 2023 and September 30, 2024.

Districts are strongly encouraged to track Code Blue placements through a Homeless Management Information System (HMIS) or other electronic system that conforms to HMIS data standards promulgated by HUD.

Questions may be directed to Heather Diamond at heather.diamond@otda.ny.gov or by telephone at (518) 473-3262.

Issued By:

Name: Richard Umholtz

Title: Deputy Commissioner

Division/Office: Housing and Refugee Services (HRS)



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Acting Commissioner

Code Blue Funding Allocations Attachment 1

Local Social Services District	Allocation
Albany	\$753,000
Allegany	\$274,000
Broome	\$911,000
Cattaraugus	\$414,000
Cayuga	\$236,000
Chautauqua	\$443,000
Chemung	\$500,000
Chenango	\$120,000
Clinton	\$91,000
Columbia	\$218,000
Cortland	\$320,000
Delaware	\$5,000
Dutchess	\$351,000
Erle	\$484,000
Essex	\$34,000
Franklin	\$5,000
Fulton	\$98,000
Genesee	\$20,000
Greene	\$24,000
Hamilton	\$1,000
Herkimer	\$92,000
Jefferson	\$299,000
Lewis	\$136,000
Livingston	\$24,000
Madison	\$32,000
Monroe	\$1,401,000
Montgomery	\$442,000
Nassau	\$546,100
New York City	\$500,000

Local Social Services District	Allocation
Niagara	\$132,000
Oneida	\$533,000
Onondaga	\$5,000
Ontario	\$62,000
Orange	\$386,000
Orleans	\$73,000
Oswego	\$160,000
Otsego	\$430,000
Putnam	\$187,000
Rensselaer	\$85,000
Rockland	\$621,000
Saratoga	\$426,000
Schenectady	\$519,000
Schoharie	\$365,000
Schuyler	\$179,000
Seneca	\$17,000
St. Lawrence	\$128,000
Steuben	\$435,000
Suffolk	\$500,000
Sullivan	\$181,000
Tioga	\$5,000
Tompkins	\$2,000,000
Ulster	\$966,000
Warren	\$262,000
Washington	\$928,000
Wayne	\$33,000
Westchester	\$500,000
Wyoming	\$10,000
Yates	\$127,000

LEGISLATIVE INITIATIVE FORM

Date: 5/14/2024
Reference: Rules
Dual Reference:
Initiative: R 31

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A PRELIMINARY AGREEMENT WITH SUNY SCHENECTADY AND ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER

Purpose and General Idea:

Provides authorization to enter into a multi-year preliminary agreement with SUNY Schenectady and the Adirondack Aquatic Center for the construction and operation of an Aquatic Center in the City of Schenectady.

Summary of Specific Provisions:

Provides authorization to enter into a multi-year preliminary agreement with SUNY Schenectady and the Adirondack Aquatic Center for the construction and operation of an Aquatic Center in the City of Schenectady.

Pursuant to the proposed agreement, the County Attorney advises that there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of funding of the cost of SUNY Schenectady construction projects;
2. The Adirondack Aquatic Center has raised \$21.5 million for this project; and
3. Schenectady County will provide \$5 million, and any other additional funds necessary for the final fifty percent match

The County Attorney further advises that:

- the County will be responsible for the construction of the Aquatic Center, including all phases of design architecture and engineering after consultation and agreement with SUNY Schenectady and the Adirondack Aquatic Center
- that upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and
- that the Aquatic Center will be operated by Adirondack Aquatic Center for an initial twenty-year term; and
- that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will have general oversight authority over the operation of the Aquatic Center

Effects Upon Present Law:

None.

Justification:

The large-scale facility will serve as a community resource and gathering place where a variety of aquatic activities will be available to residents of Schenectady County and the Capital Region, including SUNY Schenectady students and faculty. The goals of the project are to prevent drownings, which is the leading cause of death children ages 1-4, improve community health and wellbeing, and provide a center for competition.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Christopher H. Gardner, County Attorney

Date: May 10, 2024

RE: Authorization to Enter into a Multi-Year Preliminary Agreement with SUNY Schenectady and the Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center in the City of Schenectady

Attached is a memorandum from Christopher H. Gardner, County Attorney, requesting authorization to enter into a 20-year preliminary agreement with SUNY Schenectady and the Adirondack Aquatic Center for the construction and operation of an aquatic center in the City 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: May 9, 2024

Copies to: Dr. Steady Moono, President
Patrick Ryan, CFO, SCCC
Gary Hughes, Chairman, County Legislature
Richard Ruzzo, County Legislature
Geoffrey T. Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Ray Gillen, Commissioner of Economic Development and Planning
Kara Haraden, Adirondack Aquatic Center
Charlie Davidson, Sustainability Coordinator
Marylou Riddle, Executive Secretary to the County Manager

Re: **A Preliminary Agreement Between the County of Schenectady, SUNY Schenectady, and the Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center on Land owned by the County of Schenectady in Trust for SUNY Schenectady**

I have attached a copy of "A Preliminary Agreement Between the County of Schenectady, SUNY Schenectady, and the Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center on Land owned by the County of Schenectady in Trust for SUNY Schenectady". I recommend that this Agreement be presented to the County Legislature for its review and consideration on Tuesday, May 14, 2024.

DESCRIPTION OF AQUATIC CENTER

The proposed Aquatic Center will be approximately 80,000+/- square feet that will include:

1. NCAA compliant 8-lane Olympic-Size 50-meter pool;
2. Diving Well;
3. Instruction Pool;
4. Therapy Pool;
5. Seating on deck for 600 +/- athletes;
6. Spectator Seating to accommodate at least 1,200 spectators;
7. Locker Rooms, Restrooms and Showers;
8. Multi-purpose Instructional Areas;
9. Café / Concession Space;
10. Retail Shop; and
11. Contiguous parking deck to accommodate 300 +/- parking spots.

It will be constructed on land purchased by the County adjacent to the SUNY Schenectady Dormitory.

FUNDING OF THE CONSTRUCTION OF THE AQUATIC CENTER

There are three (3) primary sources for the funding of this project:

1. **State University of New York**

The State University of New York provides approximately fifty percent (50%) of the cost of SUNY Schenectady construction projects.

2. **Adirondack Aquatic Center**

The Adirondack Aquatic Center has raised \$21.5 Million for this project as follows:

The funding of this project relies heavily what Ray Gillen describes as — “Other People’s Money” or “OPM”.

**COMMITMENTS TO FUNDING
RAISED BY THE ADIRONDACK AQUATIC CENTER**

<u>Donor</u>	<u>Amount</u>	<u>Eligible for SUNY Matching Funds?</u>
Schenectady County	\$5.0 Million	Yes
Federal Funds	\$5.0 Million	Yes
State Funds (The Speaker of the Assembly Carl Heastie and Assemblyman Angelo Santabarbara)	through 5.1 Million	No
Private Sector Pledges	\$6.4 Million	Yes
Total Raised:		\$21.5 Million
Total Raised Eligible for SUNY Matching Funds:		\$16.4 Million
Total Raised Not Eligible for SUNY Matching Funds:		\$ 5.1 Million

The funds raised by the Aquatic Center will be used to offset the vast majority of the fifty percent (50%) local match. Pursuant to the Agreement, the Adirondack Aquatic Center pledges ninety percent (90%) of this total figure towards construction with ten percent (10%) of the funds reserved for a start-up operational fund of up to \$2 Million.

The most recent cost estimate for the construction made by BBL from late 2023 is \$41,731,551. A copy of this estimate is attached to the Preliminary Agreement as Exhibit A. This estimate was developed for the project at Via Port, and did not include a parking deck, but it provides a good overall explanation of most expected costs.

Additionally, the Adirondack Aquatic Center has agreed to continue to raise money for this project.

3. **Schenectady County.**

In addition to the \$5 Million committed to the Aquatic Center, the County will provide any additional funds necessary for the final local fifty percent (50%) match that are needed.

Finally, in the recent State Budget included \$150 Million in possible aid and funding through NY Swims. Governor Hochul specifically supports using community colleges' participation in this program. Attached hereto to the Preliminary Agreement as Exhibit B is the response submitted by the County to the NY Swims' request for information. This explains the community benefits of this project.

CONSTRUCTION OF THE ADIRONDACK AQUATIC CENTER

The County of Schenectady will be responsible for the construction of the Aquatic Center and will be fully responsible for all phases of design architecture, engineering after consultation and agreement with SUNY Schenectady and the Aquatic Center on the general design and specifications of the facility. After construction, the County will own the facility in trust for SUNY Schenectady.

OPERATION OF THE AQUATIC CENTER

As set forth in Paragraph V of the Agreement, the Aquatic Center, SUNY Schenectady, and the County agree to enter into a twenty (20) year agreement.

The Adirondack Aquatic Center shall operate the Aquatic Center and ensure that SUNY Schenectady can fully utilize the facility for intercollegiate meets, swimming instruction for all students and staff, and a community-wide K-12 Learn to Swim programs and any other swimming programs that SUNY Schenectady deems appropriate, including academic, workforce and education programming.

The Adirondack Aquatic Center also agrees to maximize rental revenue to the extent possible by hosting competitive swimming events.

The goal is to the extent possible is to have the Aquatic Center be self-sustaining. A copy of the Business Plan is attached to the Preliminary Agreement as Exhibit C.

On an annual basis all revenues in excess of expenses will be transferred to the College which shall maintain a separate segregated fund which shall be used for capital repairs and improvements to the facility. The parties shall seek to commence each fiscal year with a reserve of at least \$2 Million, for the Center's ongoing operations.

CREATION OF AQUATIC CENTER OVERSIGHT ADVISORY BOARD

This Agreement created a seven (7) member Aquatic Center Oversight Advisory Board, with two (2) members appointed by the County, three (3) members appointed by SUNY Schenectady, and two (2) members appointed by the Adirondack Aquatic Center.

This Board shall have general oversight advisory authority over the operation of the Aquatic Center and shall meet on a quarterly basis.

CONCLUSION

SUNY Schenectady, the Adirondack Aquatic Center, and the County of Schenectady have reached a Tentative Agreement, which when approved by SUNY Schenectady Board of Trustees, the Schenectady County Legislature and the Board of the Adirondack Aquatic Center will result in the construction and operation of a championship swimming facility which will attract thousands of visitors each year, energizes our economy with sales tax revenue, and bed tax revenue, and most importantly, enhance the stature of SUNY Schenectady while providing a valuable resource to our community by helping teach all of residents how to swim. This project will also enhance the visibility of the College and provide a direct connection with the entire community, particularly our youth, and should have a positive impact upon enrollment.

I would be remiss if I did not recognize the committee which worked on this Agreement which included President Steady Moono, Patrick Ryan, Sarah Wilson-Sparrow, David Clickner and Mark Meacham from SUNY Schenectady; Kara Haraden and Michael Relyea from the Adirondack Aquatic Center, and, of course, Chairman Gary Hughes and County Legislator Richard Ruzzo.

CHG/kah
Attachments

EXHIBIT A

Estimate Summary - Condensed

11/1/2023 09:52 AM

Page 1

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam

BBL Construction Services, LLC

Project Estimator: all

Estimate No 23111

Estimate Date 9/27/2023

AMW 5071

CSI	Description	Total	\$ / SF
010000	General Conditions	1,128,890	13.88
015000	Temp Facilities & Controls	383,725	4.75
020600	Building Demolition	739,640	9.15
020700	Selective Demolition	0	0.00
020800	Hazardous Material Abatement	0	0.00
033000	Concrete	879,417	12.13
040000	Masonry	1,823,085	18.86
051200	Structural Steel	2,672,890	33.10
054000	Cold Formed Metal Framing	991,540	12.28
055000	Misc Metals	225,375	2.79
061000	Rough Carpentry	40,375	.50
064000	Architectural Woodwork	115,750	1.43
071000	Waterproofing	55,600	.89
072000	Insulation	0	0.00
074000	Insulated Metal Wall Panel	822,234	10.18
075000	Membrane Roofing	1,711,875	21.20
079200	Joint Sealants	40,375	.50
081100	Doors, Frames & Hdrs	133,000	1.65
083000	Overhead & Ceiling Doors	0	0.00
084000	Entrances & Curtainwall	703,652	8.71
088000	Glass & Glazing	26,700	.33
092000	Framing & Drywall	357,858	4.43
093000	Tile	350,205	4.34
095000	Acoustical Ceilings	122,485	1.52
095400	Acoustical Wall Panels & Insul	386,400	4.54
098000	Resilient Flooring & Carpet	111,135	1.38
098700	Floor Coatings	674,480	8.35
099000	Paint & Wall Covering	487,882	5.05
100000	Specialties	0	0.00
101100	Marker/Display Boards	10,000	.12
101400	Signage	60,000	.82
102113	Toilet Compartments	55,850	.89
102600	Wall Protection FRP	5,650	.07
102800	Toilet & Bath Accessories	25,000	.31
105100	Lockers	126,000	1.58
111313	Loading Dock Equipment	0	0.00
118843	Scoreboard/Timing System	0	0.00
124800	Floor Mats & Frames	5,650	.07
131110	Swimming Pool Structure	2,102,238	26.03
131113	Swimming Pools	4,420,000	54.74
131115	10M Diving Platform	1,500,000	18.58
133416	Grandstands / Bleachers	315,000	3.90
142100	Elevators	120,000	1.49
210000	FIRE PROTECTION	323,000	4.00
220000	PLUMBING	1,262,250	15.51
230000	HVAC	3,230,000	40.00
260000	ELECTRICAL	2,826,250	35.00
272123	AV/ Network Wiring	40,375	.50
275116	Public Address System	75,000	.93
283123	Fire Alarm System	121,125	1.50
312200	Earthwork	687,900	8.64

Estimate Summary - Condensed

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam

BBL Construction Services, LLC
Project Estimator: all

Estimate No 23111
Estimate Date 9/21/2023

CSI	Description	Total	\$ / SF
314115	Dewatering	300,000	3.72
314118	Sheet Piling	888,840	11.01
320000	Site Improvements	0	0.00
321218	Paving & Surfacing	0	0.00
321800	Site Concrete & Curbs	50,000	.62
Total of CSI Sections:		33,224,348	\$/SF 411.45

Final Adjustments

Tax Exempt	0
TOTAL	33,224,348
Design Contingency 5%	1,661,217
Construction Contingency 5%	1,661,217
Design Fees	2,657,848
TOTAL	39,204,728
Construction Mgr-at-Risk Fee	2,362,284
TOTAL	41,667,012
General & Excess Liability Insurance	124,671
Builder's Risk Insurance	46,888
	0
Building Permit - Excluded	0
Add of 25% Minority Participation \$7M	0
Grand Total:	41,731,661
Square Feet:	80,760
\$ / SF	517

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
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Section: 010000 General Conditions

Zone 1

Section Estimator: all

10	Construction Timeline 15 months= 65 wks	Zone 1		0	0	0	0	0.00 0
20	Project Executive	360.00	hrs	T	128.00			128.00
		Zone 1			33,280	0	0	33,280
30	Senior Project Manager	2,110.00	hrs	T	91.00			91.00
		Zone 1			192,010	0	0	192,010
40	Project Manager	2,760.00	hrs	T	86.00			86.00
		Zone 1			237,360	0	0	237,360
50	Assistant Project Manager	2,760.00	hrs	T	65.00			65.00
		Zone 1			179,400	0	0	179,400
60	Superintendent	2,600.00	hrs	T	120.00			120.00
		Zone 1			312,000	0	0	312,000
70	Assistant Superintendent	1,280.00	hrs	T	98.00			98.00
		Zone 1			125,440	0	0	125,440
80	Safety Director	260.00	hrs	T	100.00			100.00
		Zone 1			26,000	0	0	26,000
90	Project Clerk	520.00	hrs	T	45.00			45.00
		Zone 1			23,400	0	0	23,400
Zone 1 - Total					1,128,890	0	0	1,128,890
010000 General Conditions - Total					1,128,890	0	0	1,128,890

Section: 015000 Temp Facilities & Controls

Zone 1

Section Estimator: all

10	Layout & quality control survey - bench marks	1.00	lot				10,000.00	10,000.00
		Zone 1			0	0	10,000	10,000
20	Job Photos	1.00	lot			1,500.00		1,500.00
		Zone 1			0	0	1,500	1,500
30	Testing (General)	1.00	lot				20,000.00	20,000.00
		Zone 1			0	0	20,000	20,000
40	Temp Electric Service - Installation	1.00	lot				7,500.00	7,500.00
		Zone 1			0	0	7,500	7,500
50	Temp Electric - Consumption	15.00	mo			1,500.00		1,500.00
		Zone 1			0	0	22,500	22,500
60	Temp Phone	15.00	mo			500.00		500.00
		Zone 1			0	0	7,500	7,500
70	Temp Construction Water	15.00	mo			175.00		175.00
		Zone 1			0	0	2,625	2,625
80	Temp Sanitary (per month/per unit)	60.00	mo/lot	T		150.00		150.00
		Zone 1			0	0	9,000	9,000
90	First Aid	1.00	lot			750.00		750.00
		Zone 1			0	0	750	750
100	Fire Protection	1.00	lot			3,000.00		3,000.00
		Zone 1			0	0	3,000	3,000
110	Safety Equipment/Safety officer	1.00	lot		25,000.00	10,000.00		35,000.00
		Zone 1			25,000	10,000	0	35,000
120	Mobilization	1.00	lot		5,000.00	2,500.00		7,500.00
		Zone 1			5,000	2,500	0	7,500
130	Job Sign	1.00	ea		100.00	500.00		600.00
		Zone 1			100	500	0	600

Section Details - Continuous

BBL Construction Services, LLC
Project Estimator: all

v Overridden

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 25111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
140	Temp office, with stairs	15.00	non			1,200.00		1,200.00
		Zone 1		0	0	18,000	0	18,000
150	Winter Conditions	1.00	slow				75,000.00	75,000.00
		Zone 1		0	0	0	75,000	75,000
160	Cleaning weekly	150.00	days	425.00		50.00		475.00
		Zone 1		63,750	0	7,500	0	71,250
170	Dumpster, project	80,000.00	sfbf			.75		.75
		Zone 1		0	0	60,000	0	60,000
180	Final Cleaning	80,000.00	sf				.40	.40
		Zone 1		0	0	0	32,000	32,000
Zone 1 - Total				93,850	0	145,375	144,500	383,725
015000 Temp Facilities & Controls - Total				93,850	0	145,375	144,500	383,725

Section: 020600 Building Demolition

Zone 1

Section Estimator: all

10	Building Demo - Simple steel structure Incl foundation	1,479,280.00	cf bld T				.50	.50
		Zone 1		0	0	0	739,640	739,640
20								0.00
		Zone 1		0	0	0	0	0
30	*** Description From Summary ***							0.00
		Zone 1		0	0	0	0	0
40	Demo Roof Beam, Joist, and Columns/Provide Shoring	54,522.00	sf					0.00
		Zone 1		0	0	0	0	0
50	Demo Roof Deck	54,522.00	sf					0.00
		Zone 1		0	0	0	0	0
60	Demo Roof Deck at Structure to Remain/Reinforce	7,488.00	sf					0.00
		Zone 1		0	0	0	0	0
70	Demo Roofing	54,522.00	sf					0.00
		Zone 1		0	0	0	0	0
80	Demo Roofing Deck at Structure to Remain/Reinforce	7,488.00	sf					0.00
		Zone 1		0	0	0	0	0
90	Demo Glass Exterior	785.00	sf					0.00
		Zone 1		0	0	0	0	0
100	Demo - Interior	72,682.00	sf					0.00
		Zone 1		0	0	0	0	0
110	Demo - SOG 4" Lockers	44,596.00	sf					0.00
		Zone 1		0	0	0	0	0
120	Demo - SOG 4" Pool Equipment Rm	2,476.00	sf					0.00
		Zone 1		0	0	0	0	0
130	Demo - SOG 4" Pools	44,765.00	sf					0.00
		Zone 1		0	0	0	0	0
140	Temp Partitions	1.00	sf					0.00
		Zone 1		0	0	0	0	0
Zone 1 - Total				0	0	0	739,640	739,640
020600 Building Demolition - Total				0	0	0	739,640	739,640

020700 Selective Demolition
Overridden to... 0
See Distribution Below

Section: 020700 Selective Demolition

O v e r r i d d e n

Section Estimator: all

AMBA,SOFT

Section: 020700 Selective Demolition

Section Details - Continuous

BBL Construction Services, LLC
Project Estimator: all

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 23111 Estimate Date: 9/22/23

W/ Overridden

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
				0	0	0	0	0.00
				0	0	0	0	0
	- Total			0	0	0	0	0
	020700 Selective Demolition - Total			0	0	0	0	0
				Zone 1 - Override Column (See 020600)(0)				0
				020700 Selective Demolition - Total				0

020800 Hazardous Material Abatement
Overridden to... 0
See Distribution Below

Section: 020800 Hazardous Material Abatement

O v e r r i d d e n Section Estimator: all

				0	0	0	0	0.00
				0	0	0	0	0
	- Total			0	0	0	0	0
	020800 Hazardous Material Abatement - Total			0	0	0	0	0
				Zone 1 - Override Column (Excluded)(0)				0
				020800 Hazardous Material Abatement - Total				0

Section: 033000 Concrete

Zone 1

Section Estimator: all

20	Footing Isolated/Continuous	448.89	CY	T			900.00	900.00
	Zone 1				0	0	404.001	404.001
30	Piers/Walls	78.56	CY	T			1,000.00	1,000.00
	Zone 1				0	0	78.560	78.560
40	Form & Place, Single Car Elevator Pit	1.00	ea		5,000.00	250.00	2,000.00	7,250.00
	Zone 1				5,000	250	2,000	7,250
70	Set Anchor Bolts and Grout Column base *** Concrete Mix Anchor bolts ***	50.00	set	T	200.00		50.00	250.00
	Zone 1				10,000	0	2,500	12,500
80	Foundation Insulation *** Rigid Insulation 2" Blue board ***	5,000.00	sf	T	.75		2.50	3.25
	Zone 1				3,750	0	12,500	16,250
90	*****							0.00
	Zone 1				0	0	0	0
95	Form/Place/Finish/Cure 5" SOG (Footprint - Pool Area)	45,000.00	sf	T			4.00	4.00
	Zone 1				0	0	180,000	180,000
100	SOG *** Concrete Mix 3000 psi ***	945.00	cy	T			150.00	150.00
	Zone 1				0	0	141,750	141,750
110	SOG (15mil Stego-Wrap) Vapor Barrier *** Accessories 15 mil stego wrap vapor bar	49,500.00	sf	T D	.22		.27	.49
	Zone 1				10,890	0	13,365	24,255
120	*****							0.00
	Zone 1				0	0	0	0
140	Form/Place/Finish/Cure SOD - Multi Level	12,450.00	sf	T			6.50	6.50
	Zone 1				0	0	80,925	80,925

Section: 033000 Concrete

BBL Construction Services, LLC
 Project Estimate: 01

in Overbid

Section Details - Continuous
 Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 23111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
150	SOD *** Concrete Mix 3500 psi ***	193.67 Zone 1	cy T	0	0	150.00 29,051	0	150.00 29,051
160	Concrete Fill at steel pan stair (10'-0" wide typically)	75.00 Zone 1	tread T	50.00 3,750	0	15.00 1,125	0	65.00 4,875
170		Zone 1		0	0	0	0	0.00
175	*** Pool and Dive Platform Concrete Foundation by Pool Contractor ****	Zone 1		0	0	0	0	0.00
220		Zone 1		0	0	0	0	0.00
221	*** Per Summary ***	Zone 1		0	0	0	0	0.00
230	Pier Footing 10'x10'x2'-6" @ Dive Well	102.00 Zone 1	CY	0	0	0	0	0.00
240	Pier Footing 8'x8'x2'-6"	201.00 Zone 1	CY	0	0	0	0	0.00
250	Piers 2'x2'x4'h @ Competition & Instructional Pool	20.00 Zone 1	CY	0	0	0	0	0.00
260	Piers 2'x2'x8'h @ Dive Well	13.00 Zone 1	CY	0	0	0	0	0.00
270	5" SOG w/ 15 Mill Vapor Barrier on 8" of Stone	21,358.00 Zone 1	sf	0	0	0	0	0.00
280	Pool Equipment Room Pit	1.00 Zone 1	lot	0	0	0	0	0.00
290	SOD @ Raised Seating	11,626.00 Zone 1	sf	0	0	0	0	0.00
300	Steel Pan Stairs	51.00 Zone 1	risers	0	0	0	0	0.00
Zone 1 - Total				33,390	250	202,291	743,486	979,417
033000 Concrete - Total				33,390	250	202,291	743,486	979,417

Section: 040000 Masonry

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
10	--- CMU per Summary	Zone 1		0	0	0	0	0.00
20	Interior CMU 8" @ Locker Room	8,751.00 Zone 1	sf	0	0	0	30.00 262,530	30.00 262,530
30	Interior CMU 8" @ Natatorium	13,526.00 Zone 1	sf	0	0	0	30.00 405,780	30.00 405,780
40	Interior CMU 8" @ Pool Equipment Room	3,192.00 Zone 1	sf	0	0	0	30.00 95,760	30.00 95,760
50	Interior CMU 8" @ Toilet Rooms	2,234.00 Zone 1	sf	0	0	0	30.00 67,020	30.00 67,020
60	CMU Partition - General IHR Rated and Smoke Wall - Demising	12,645.00 Zone 1	sf	0	0	0	31.00 391,995	31.00 391,995
70	*****	Zone 1		0	0	0	0	0.00
80	CMU Take-Off	39,436.00 Zone 1	T	0	0	0	0	0.00

Amount

Section: 040000 Masonry

BBL Construction Services, LLC
 Project Estimator: all

or Overrides

Section Details - Continuous
 Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 21111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
90	Adjust quantities and add for 10" / 12"	1.00	ls				300,000.00	300,000.00
		Zone 1		0	0	0	300,000	300,000
Zone 1 - Total				0	0	0	1,523,085	1,523,085
040000 Masonry - Total				0	0	0	1,523,085	1,523,085

Section: 051200 Structural Steel

Zone 1

Section Estimator: all

20	Structural Steel Framing @ Raised Seating 6lbs/sf (11,626 SF)	35.00	ton	0	0	0	5,800.00	5,800.00
		Zone 1		0	0	0	203,000	203,000
40	Structural Steel Roof Framing @ Instructional Pool 6lbs/sf (8,300 SF)	25.00	ton	0	0	0	5,800.00	5,800.00
		Zone 1		0	0	0	145,000	145,000
50	Structural Steel Roof Framing @ Competition Pool 9lbs/sf (42,563 SF)	191.00	ton	0	0	0	5,800.00	5,800.00
		Zone 1		0	0	0	1,107,800	1,107,800
60	Structural Steel Roof Framing @ Dive Well 9lbs/sf (11,959 SF)	54.00	ton	0	0	0	5,800.00	5,800.00
		Zone 1		0	0	0	313,200	313,200
70	Struct Steel Supplemental Roof Framing for Drift @ Existing 3lbs/sf (7,335SF)	11.00	ton	0	0	0	5,800.00	5,800.00
		Zone 1		0	0	0	63,800	63,800
80	Steel Support @ Roof Openings	20.00	ton	0	0	0	5,800.00	5,800.00
		Zone 1		0	0	0	116,000	116,000
90				0	0	0	0	0.00
		Zone 1		0	0	0	0	0
95	Mezzanine Metal Deck @ Raised Seating	11,626.00	sf	0	0	0	5.00	5.00
		Zone 1		0	0	0	58,130	58,130
100	Metal Decking - Roof Type B @ Existing	7,483.00	sf	0	0	0	5.00	5.00
		Zone 1		0	0	0	37,440	37,440
110	Metal Roof Decking - Acoustic @ Competition Pool	42,563.00	sf	0	0	0	10.00	10.00
		Zone 1		0	0	0	425,630	425,630
120	Metal Roof Decking - Acoustic @ Dive Well	11,959.00	sf	0	0	0	10.00	10.00
		Zone 1		0	0	0	119,590	119,590
130	Metal Roof Decking - Acoustic @ Instruction Pool	8,300.00	sf	0	0	0	10.00	10.00
		Zone 1		0	0	0	83,000	83,000
Zone 1 - Total				0	0	0	2,672,590	2,672,590
051200 Structural Steel - Total				0	0	0	2,672,590	2,672,590

Section: 054000 Cold Formed Metal Framing

Zone 1

Section Estimator: all

10	Exterior Wall Panel 12" Metal Stud / Dens Glass / GWB/ Batt Insul/ Vapor Barrier	49,577.00	sf	T	0	0	0	20.00	20.00
		Zone 1			0	0	0	991,540	991,540
20		27,296.00	T	0	0	0	0	0.00	
		Zone 1		0	0	0	0	0	
Zone 1 - Total				0	0	0	991,540	991,540	

Amount

Section: 054000 Cold Formed Metal Framing

Section Details - Continuous

BBL Construction Services, LLC
 Project Estimator: all

Capital Region Aquatic Center / Antrondack Aquatic Center Rotterdam
 Estimate No: 23111 Enclosure Date: 9/27/2023

w/Overridden

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
054000 Cold Formed Metal Framing - Total				0	0	0	991,540	991,540

Section: 055000 Misc Metals

Zone 1

Section Estimator: all

10	Steel pan stairs 10' wide, with railings & landings	Zone 1	75.00	Riser	T		1,000.00 75,000	1,000.00 75,000
20	Steel pan stairs 10' wide, with railings & landings per Summary ???	Zone 1	51.00	riser	T		0	0.00 0
30	*****	Zone 1					0	0.00 0
40	Floor mounted pipe railing, 3 line	Zone 1	535.00	lf			225.00 120,375	225.00 120,375
50	Wall mounted pipe railing	Zone 1	120.00	lf	T		100.00 12,000	100.00 12,000
60	Floor Mounted Railing at Spectator Seating Per Summary	Zone 1	620.00	lf			0	0.00 0
70	*****	Zone 1					0	0.00 0
80	Elevator sill angles	Zone 1	2.00	ea	sto		375.00 750	375.00 750
90	Elevator sump pump cover	Zone 1	1.00	ea			750.00 750	750.00 750
100	Elevator ladder	Zone 1	1.00	ea			1,500.00 1,500	1,500.00 1,500
105	*****	Zone 1					0	0.00 0
110	Loose Hsteis, galv, 6lb & deliver	Zone 1	5.00	ton			3,000.00 15,000	3,000.00 15,000
Zone 1 - Total				0	0	0	225,375	225,375
055000 Misc Metals - Total				0	0	0	225,375	225,375

Section: 061000 Rough Carpentry

Zone 1

Section Estimator: all

10	Rough Carpentry (Typical Office Building- Wd Blocking Int/Roof)	Zone 1	80,750.00	sf			.50 40,375	.50 40,375
Zone 1 - Total				0	0	0	40,375	40,375
061000 Rough Carpentry - Total				0	0	0	40,375	40,375

Section: 064000 Architectural Woodwork

Zone 1

Section Estimator: all

10	Reception Desk	Zone 1	1.00	lot			15,000.00 15,000	15,000.00 15,000
20	Solid Surface Lavatory Counter	Zone 1	310.00	sf	T		325.00 100,750	325.00 100,750
Zone 1 - Total				0	0	0	115,750	115,750

As noted

Section: 064000 Architectural Woodwork

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
064000 Architectural Woodwork - Total				0	0	0	115,750	115,750

Section: 071000 Waterproofing

Zone 1

Section Estimator: all

10	Waterproofing for elevator pits	1.00	sq	0	0	0	5,500.00	5,500.00
		Zone 1		0	0	0	5,500	5,500
20	Waterproofing at pool equipment	1.00	ls	0	0	0	50,000.00	50,000.00
		Zone 1		0	0	0	50,000	50,000
Zone 1 - Total				0	0	0	55,500	55,500
071000 Waterproofing - Total				0	0	0	55,500	55,500

072000 Insulation
Overridden to... 0
See Distribution Below

Section: 072000 Insulation

Overridden

Section Estimator: all

				0	0	0	0	0.00
				0	0	0	0	0
- Total				0	0	0	0	0
072000 Insulation - Total				0	0	0	0	0
				Zone 1 - Override Column (Site 054000)()				0
				072000 Insulation - Total				0

Section: 074000 Insulated Metal Wall Panel

Zone 1

Section Estimator: all

10	IMP // 3" Insulated wall panels per Narrative	19,577.00	sf	0	0	0	42.00	42.00
		Zone 1		0	0	0	822,234	822,234
20	Take-Off	19,325.00	sf T	0	0	0	0	0.00
		Zone 1		0	0	0	0	0
Zone 1 - Total				0	0	0	822,234	822,234
074000 Insulated Metal Wall Panel - Total				0	0	0	822,234	822,234

Section: 075000 Membrane Roofing

Zone 1

Section Estimator: all

10	Fully Adhered .060 EPDM, sloped metal deck w/insul, incl coping, etc.	68,475.00	sf T	0	0	0	25.00	25.00
		Zone 1		0	0	0	1,711,875	1,711,875
Zone 1 - Total				0	0	0	1,711,875	1,711,875
075000 Membrane Roofing - Total				0	0	0	1,711,875	1,711,875

Section: 079200 Joint Sealants

Zone 1

Section Estimator: all

10	Joint Sealants for Building	80,750.00	sf	0	0	0	.50	.50
		Zone 1		0	0	0	40,375	40,375
Zone 1 - Total				0	0	0	40,375	40,375

Section Details - Continuous

BBL Construction Services, LLC
Project Estimator: all

w/ Override

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 21111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
079200	Joint Sealants - Total			0	0	0	40,375	40,375

Section: 081100 Doors, Frames & Hdwr

Zone 1

Section Estimator: all

10	Interior Swing Doors -	38.00	ea	500.00		1,500.00		2,000.00
	Zone 1			19,000	0	57,000	0	76,000
20	Standard Interior Doors - HMD/HMF	25.00	ea	500.00		1,500.00		2,000.00
	Zone 1			12,500	0	37,500	0	50,000
30	Standard Double Interior Doors - HMD/HMF	2.00	ea	500.00		3,000.00		3,500.00
	Zone 1			1,000	0	6,000	0	7,000
Zone 1 - Total				32,500	0	100,500	0	133,000
081100 Doors, Frames & Hdwr - Total				32,500	0	100,500	0	133,000

083000 Overhead & Coiling Doors
Overridden to... 0
See Distribution Below

Section: 083000 Overhead & Coiling Doors

O v e r r i d d e n

Section Estimator: all

				0	0	0	0	0.00
				0	0	0	0	0
				0	0	0	0	0
- Total				0	0	0	0	0
083000 Overhead & Coiling Doors - Total				0	0	0	0	0
				Zone 1 - Override Columns (Excluded?)				0
				083000 Overhead & Coiling Doors - Total				0

Section: 084000 Entrances & Curtainwall

Zone 1

Section Estimator: all

1	Alum. Curtainwall- Straight Walls	785.00	sf T				110.00	110.00
	Zone 1			0	0	0	86,350	86,350
30	Ext Alum. Storefront (Kawneer 451T), w/ Insulated & Low-E Glass	2,336.00	sf T				72.00	72.00
	Zone 1			0	0	0	168,192	168,192
40	Ext. Medium Style Alum. Doors, (Kawneer350) w/ Hdwr 3070	2.00	leaf T				4,500.00	4,500.00
	Zone 1			0	0	0	9,000	9,000
50	FRP door & frame, continuous hinge, w/ hardware		ea				4,000.00	4,000.00
	Zone 1			0	0	0	0	0
60								0.00
	Zone 1			0	0	0	0	0
70	Int Alum. Storefront (Kawneer 451) w/ Tempered Glass	1,473.00	sf T				70.00	70.00
	Zone 1			0	0	0	103,110	103,110
80	Int., Medium Style Alum. Doors, (Kawneer 190) w/ Hdwr 3070	22.00	leaf T				3,500.00	3,500.00
	Zone 1			0	0	0	77,000	77,000
90	- Add for surface mtd power operator - low voltage wall ped		ea				3,250.00	3,250.00
	Zone 1			0	0	0	0	0

AKBULL07M

Section: 084000 Entrances & Curtainwall

Section Details - Continuous

BBL Construction Services, LLC
Project Estimator: all

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 23111 Estimate Date: 9/27/2023

v: Overidden

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
100		Zone 1		0	0	0	0	0.00
180	8'-0" dia Manual Revolving Entry Door	2.00	ea	0	0	0	130,000.00	130,000.00
190	Interior Aluminum Swing Doors Per Narrative	9.00	ea	0	0	0	260,000	260,000
Zone 1 - Total				0	0	0	703,652	703,652
084000 Entrances & Curtainwall - Total				0	0	0	703,652	703,652

Section: 088000 Glass & Glazing

Zone 1			Section Estimator: all					
1	Large wall mirrors	620.00	sf	T			35.00	35.00
		Zone 1					21,700	21,700
20	Misc Borrow Light Glazing Allowance	1.00	sf				5,000.00	5,000.00
		Zone 1					5,000	5,000
Zone 1 - Total				0	0	0	26,700	26,700
088000 Glass & Glazing - Total				0	0	0	26,700	26,700

Section: 092000 Framing & Drywall

Zone 1			Section Estimator: all					
10	GWB Soffit / Bulkhead @ Lobby and Concourse	5,624.00	sf	T			20.00	20.00
		Zone 1					112,480	112,480
30	Partition-General Non-Rated GWB Furring w/ VB @ Existing Demising/Ext Walls	5,130.00	sf				15.00	15.00
		Zone 1					76,950	76,950
40	Partition-General Non Rated GWB Wall	13,475.00	sf				12.50	12.50
		Zone 1					168,438	168,438
Zone 1 - Total				0	0	0	357,868	357,868
092000 Framing & Drywall - Total				0	0	0	357,868	357,868

Section: 093000 Tile

Zone 1			Section Estimator: all					
10	Ceramic Floor Tile - Thin set	6,587.00	sf	T			15.00	15.00
		Zone 1					98,805	98,805
15	- Add for crack suppression membrane	6,587.00	sf	T			3.50	3.50
		Zone 1					23,055	23,055
20	Ceramic Wall Tile (SP Per Summary)	14,176.00	sf	T			15.00	15.00
		Zone 1					212,640	212,640
30	Ceramic Tile Base (LF Per Summary)	1,047.00	lf				15.00	15.00
		Zone 1					15,705	15,705
Zone 1 - Total				0	0	0	350,205	350,205
093000 Tile - Total				0	0	0	350,205	350,205

Section: 095000 Acoustical Ceilings

Zone 1

Section Estimator: all

Area/Qty

Section: 095000 Acoustical Ceilings

Section Details - Continuous

BBL Construction Services, LLC
Project Estimator: all

Capitol Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 23111 Estimate Date: 027-2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
5	2x2 ACT	17,495.00	sf T				7.00	7.00
		Zone 1		0	0	0	122,465	122,465
10	*** 2x2 ACT per Summary ***	29,523.00	sf T				0	0.00
		Zone 1		0	0	0	0	0
Zone 1 - Total				0	0	0	122,465	122,465
095000 Acoustical Ceilings - Total				0	0	0	122,465	122,465

Section: 095400 Acoustical Wall Panels & Insul

Zone 1				Section Estimator: all				
10	Acoustical Wall Panels - Allowance	7,328.00	sf			25.00	25.00	50.00
		Zone 1		0	0	183,200	183,200	366,400
Zone 1 - Total				0	0	183,200	183,200	366,400
095400 Acoustical Wall Panels & Insul - Total				0	0	183,200	183,200	366,400

Section: 096000 Resilient Flooring & Carpet

Zone 1				Section Estimator: all				
10	Carpet - Office/Hospitality/Admin/Web Product/Video Review	5,140.00	sf T				5.00	5.00
		Zone 1		0	0	0	25,700	25,700
20	LVT - Lobby/Corridor/Spectator Corridor/Mezz. Corridor	9,121.00	sf T				8.50	8.50
		Zone 1		0	0	0	77,529	77,529
30	Rubber Base	3,953.00	sf T				2.00	2.00
		Zone 1		0	0	0	7,906	7,906
Zone 1 - Total				0	0	0	111,135	111,135
096000 Resilient Flooring & Carpet - Total				0	0	0	111,135	111,135

Section: 096700 Floor Coatings

Zone 1				Section Estimator: all				
10	Fluid Applied Epoxy Flooring	30,004.00	sf T				20.00	20.00
		Zone 1		0	0	0	600,480	600,480
20	Epoxy Base	3,609.00	sf				20.00	20.00
		Zone 1		0	0	0	73,980	73,980
Zone 1 - Total				0	0	0	674,460	674,460
096700 Floor Coatings - Total				0	0	0	674,460	674,460

Section: 099000 Paint & Wall Covering

Zone 1				Section Estimator: all				
10	Paint Interior Exposed Ceiling	29,523.00	sf T				2.50	2.50
		Zone 1		0	0	0	73,808	73,808
20		0.00	T				0	0.00
		Zone 1		0	0	0	0	0
30	Paint Interior Door and Frames	38.00	ca				150.00	150.00
		Zone 1		0	0	0	5,700	5,700
40	Paint Interior GWB Walls - 50% Epoxy	59,641.00	sf				2.50	2.50
		Zone 1		0	0	0	149,103	149,103

Amount:

Section: 099000 Paint & Wall Covering

Section Details - Continuous

BBL Construction Services, LLC
Project Estimator: all

w/Overrides

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 23111 Estimate Date: 9/27/2023

Line No	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
50	Paint Interior Masonry Walls - 50% Epoxy	59,641.00 Zone 1	sf	0	0	0	2.50 149,103	2.50 149,103
60	Sealed Concrete (Janitor/Storage, Loading Dock, Mechanical Room)	3,854.00 Zone 1	sf	0	0	0	2.00 7,708	2.00 7,708
70	Paint Existing Exterior CMU Walls	7,480.00 Zone 1	sf T	0	0	0	3.80 22,440	3.80 22,440
Zone 1 - Total				0	0	0	407,862	407,862
099000 Paint & Wall Covering - Total				0	0	0	407,862	407,862

Section: 100000 Specialties

Section Estimator: all

				0	0	0	0	0
- Total				0	0	0	0	0
100000 Specialties - Total				0	0	0	0	0

Section: 101100 Marker/Display Boards

Section Estimator: all

Zone 1			Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Markboard/Tackboard/Display Board Allowance	Zone 1	1.00	lot	0	0	0	10,000.00 10,000	10,000.00 10,000
Zone 1 - Total				0	0	0	10,000	10,000	
101100 Marker/Display Boards - Total				0	0	0	10,000	10,000	

Section: 101400 Signage

Section Estimator: all

Zone 1			Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Interior Signage - Allowance	Zone 1	1.00	lot	0	0	0	10,000.00 10,000	10,000.00 10,000
20	Exterior Signage - Allowance	Zone 1	1.00	lot	0	0	0	40,000.00 40,000	40,000.00 40,000
Zone 1 - Total				0	0	0	50,000	50,000	
101400 Signage - Total				0	0	0	50,000	50,000	

Section: 102113 Toilet Compartments

Section Estimator: all

10	Toilet partition, phenolic	Zone 1	25.00	ea T	0	0	0	2,000.00 50,000	2,000.00 50,000
20	Urinal screen, phenolic	Zone 1	9.00	ea T	0	0	0	650.00 5,850	650.00 5,850
Zone 1 - Total				0	0	0	55,850	55,850	
102113 Toilet Compartments - Total				0	0	0	55,850	55,850	

Section: 102600 Wall Protection FRP

Section Estimator: all

Zone 1

Section: 102600 Wall Protection FRP

Section Details - Continuous

BBL Construction Services, LLC
 Project Estimator: ul

w/ Overrides

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 23111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
10	FRP panels w/ trims (.060") @ JC	565.00 Zone 1	sf	0	0	0	10.00 5,650	10.00 5,650
Zone 1 - Total				0	0	0	5,650	5,650
102600 Wall Protection FRP - Total				0	0	0	5,650	5,650

Section: 102800 Toilet & Bath Accessories

Zone 1 Section Estimator: ul

10	Men/Women Team Room Locker	2.00 Zone 1	ea	0	0	0	5,000.00 10,000	5,000.00 10,000
20	Men/Women Instruction Locker	2.00 Zone 1	ea	0	0	0	3,500.00 7,000	3,500.00 7,000
30	Men/Women Chang	2.00 Zone 1	ea	0	0	0	2,000.00 4,000	2,000.00 4,000
40	Restrooms/Family Single	4.00 Zone 1	ea	0	0	0	1,000.00 4,000	1,000.00 4,000
Zone 1 - Total				0	0	0	25,000	25,000
102800 Toilet & Bath Accessories - Total				0	0	0	25,000	25,000

Section: 105100 Lockers

Zone 1 Section Estimator: ul

10	Lockers, 15"x15"x18" - Tripts Tier, KD, Legs, No Slope Top	600.00 Zone 1	tier	20.00 12,000	0	190.00 114,000	0	210.00 126,000
Zone 1 - Total				12,000	0	114,000	0	126,000
105100 Lockers - Total				12,000	0	114,000	0	126,000

111313 Loading Dock Equipment
 Overridden to... 0
 See Distribution Below

Section: 111313 Loading Dock Equipment

Overridden Section Estimator: ul

				0	0	0	0	0.00
- Total				0	0	0	0	0
111313 Loading Dock Equipment - Total				0	0	0	0	0
				Zone 1 - Override Column (Excluded)()				0
				111313 Loading Dock Equipment - Total				0

116643 Scoreboard/Timing System
 Overridden to... 0
 See Distribution Below

Section: 116643 Scoreboard/Timing System

Zone 1 Section Estimator: ul

10	Electric Score Board Allowance	2.00 Zone 1	Place	0	0	0	25,000.00 50,000	25,000.00 50,000
Zone 1 - Total				0	0	0	50,000	50,000

ADDSC00

Section: 116643 Scoreboard/Timing System

Section Details - Continuous

BBL Construction Services, LLC

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam

Project Estimator: all

v. Overridden

Estimate No: 23111

Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
116643	Scoreboard/Timing System - Total			0	0	0	50,000	50,000
								Zone 1 - Override Column (See 131113) 0
	116643 Scoreboard/Timing System - Total							0

Section: 124800 Floor Mats & Frames

Zone 1

Section Estimator: all

10	Non Recessed Floor Mat - Per Summary	283.00	sf				20.00	20.00
		Zone 1		0	0	0	5,660	5,660
	Zone 1 - Total			0	0	0	5,660	5,660
	124800 Floor Mats & Frames - Total			0	0	0	5,660	5,660

Section: 131110 Swimming Pool Structure

Zone 1

Section Estimator: all

10	--- Pools Concrete							0.00
		Zone 1		0	0	0	0	0
20	Competition Pool (13,125 SF)	610.40	CY T				1,000.00	1,000.00
		Zone 1		0	0	0	610,400	610,400
30	Instructional Pool (3,530 SF)	170.15	CY T				1,000.00	1,000.00
		Zone 1		0	0	0	170,150	170,150
40	Dive Well Pool (5,412 SF)	385.92	CY T				1,000.00	1,000.00
		Zone 1		0	0	0	385,920	385,920
50	1M Spring Board - Pool Platforms	23.11	CY T				1,200.00	1,200.00
		Zone 1		0	0	0	27,732	27,732
60	3M Spring Board - Pool Platforms	36.10	CY T				1,200.00	1,200.00
		Zone 1		0	0	0	43,320	43,320
70	Mechanical Room	194.07	CY T				1,000.00	1,000.00
		Zone 1		0	0	0	194,070	194,070
80	Balance Tank	40.75	CY T				1,000.00	1,000.00
		Zone 1		0	0	0	40,750	40,750
90								0.00
		Zone 1		0	0	0	0	0
100	--- Pools Finish - Plaster							0.00
		Zone 1		0	0	0	0	0
110	Pools Plaster Finish (Lane markers and targets)	31,494.80	sf T				20.00	20.00
		Zone 1		0	0	0	629,896	629,896
120	ADG Budget (Tile \$40 s.f. / Plaster \$20 s.f.)							0.00
		Zone 1		0	0	0	0	0
	Zone 1 - Total			0	0	0	2,102,238	2,102,238
	131110 Swimming Pool Structure - Total			0	0	0	2,102,238	2,102,238

Section: 131113 Swimming Pools

Zone 1

Section Estimator: all

10	*** Pool Mechanical Room (2385 SF) ***		sf					0.00
		Zone 1		0	0	0	0	0
20	Pool Mechanical Systems - General (3 Pools)	1.00	lot				1,500,000.00	1,500,000.00
		Zone 1		0	0	0	1,500,000	1,500,000
30								0.00
		Zone 1		0	0	0	0	0

Amount:

Section: 131113 Swimming Pools

Section Details - Continuous

BBL Construction Services, LLC
 Project Estimator: all

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Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 23111 Estimate Date: 9/21/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
40	*** Competition Pool (13,125 SF) ***	Zone 1	sf	0	0	0	0	0.00 0
50	Stainless Steel Perimeter Recirculation System	Zone 1	1.00 lot	0	0	0	195,000.00 195,000	195,000.00 195,000
60	Moveable Bulkheads (Two 75'L x 5'W x 4'-6"D)	Zone 1	1.00 lot	0	0	0	875,000.00 875,000	875,000.00 875,000
70	Deck Equipment (Rail goods, recessed steps, stanchions)	Zone 1	1.00 lot	0	0	0	40,000.00 40,000	40,000.00 40,000
80	Competition Equipment (Starting Platforms, Lane Lines)	Zone 1	1.00 lot	0	0	0	330,000.00 330,000	330,000.00 330,000
90	Timing System with 2-LED Display Boards	Zone 1	1.00 lot	0	0	0	250,000.00 250,000	250,000.00 250,000
100	Access Lifts	Zone 1	1.00 ea T	0	0	0	35,000.00 35,000	35,000.00 35,000
110		Zone 1		0	0	0	0	0.00 0
120	*** Dive Well Pool (5412 SF) ***	Zone 1	3,824.00 sf	0	0	0	0	0.00 0
130	Stainless Steel Perimeter Recirculation System	Zone 1	1.00 lot	0	0	0	120,000.00 120,000	120,000.00 120,000
140	Diving Boards and Platform Flooring	Zone 1	1.00 lot	0	0	0	100,000.00 100,000	100,000.00 100,000
150	Tower Rail Goods	Zone 1	1.00 lot	0	0	0	110,000.00 110,000	110,000.00 110,000
160	Deck Equipment (Rail goods, recessed steps, stanchions)	Zone 1	1.00 lot	0	0	0	40,000.00 40,000	40,000.00 40,000
170	1M/3M Spring Boards	Zone 1	4.00 ea	0	0	0	32,500.00 130,000	32,500.00 130,000
190	Access Lifts	Zone 1	1.00 ea T	0	0	0	35,000.00 35,000	35,000.00 35,000
200		Zone 1		0	0	0	0	0.00 0
220	*** Instructional Pool (3,530 SF) ***	Zone 1		0	0	0	0	0.00 0
230	Stainless Steel Perimeter Recirculation System	Zone 1	1.00 lot	0 <input checked="" type="checkbox"/>	0	0	110,000.00 110,000	110,000.00 110,000
240	Deck Equipment (Rail goods, recessed steps, stanchions)	Zone 1	1.00 lot	0	0	0	40,000.00 40,000	40,000.00 40,000
245	Access Lifts	Zone 1	1.00 ea	0	0	0	35,000.00 35,000	35,000.00 35,000
255		Zone 1		0	0	0	0	0.00 0
320	**** Design/Misc ****	Zone 1		0	0	0	0	0.00 0
330	ADG Planning, Architecture, & Engineering	Zone 1	1.00 lot	0	0	0	150,000.00 150,000	150,000.00 150,000
340	ADG Pool Contingency	Zone 1	1.00 lot	0	0	0	250,000.00 250,000	250,000.00 250,000
350	PF&E Allowance (Maintenance & Safety Equip, Chemicals, Life Guard Chairs)	Zone 1	1.00 lot	0	0	0	75,000.00 75,000	75,000.00 75,000

Assoc:***

Section: 131113 Swimming Pools

Section Details - Continuous

BBL Construction Services, LLC
 Project Estimator: all

no Overrides

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 23111 Estimate Date: 9/27/2023

Line No.	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
Zone 1 - Total				0	0	0	4,420,000	4,420,000
131113 Swimming Pools - Total				0	0	0	4,420,000	4,420,000

131115 10M Diving Platform
 Overridden to... 1,500,000
 See Distribution Below

Section: 131115 10M Diving Platform

O v e r r i d d e n

Section Estimator: all

				0	0	0	0	0.00
				0	0	0	0	0
- Total				0	0	0	0	0
131115 10M Diving Platform - Total				0	0	0	0	0
Zone 1 - Override Column (Allowance)							1,500,000	
131115 10M Diving Platform - Total							1,500,000	

Section: 133416 Grandstands / Bleachers

Zone 1

Section Estimator: all

10	Spectator Bleacher Seating	1200.00	Seats				175.00	175.00
		Zone 1		0	0	0	210.000	210.000
30	Athlete Bleacher Seating (Location Unknown)	600.00	Seats				175.00	175.00
		Zone 1		0	0	0	105.000	105.000
Zone 1 - Total				0	0	0	315,000	315,000
133416 Grandstands / Bleachers - Total				0	0	0	315,000	315,000

Section: 142100 Elevators

Zone 1

Section Estimator: all

10	Hydraulic MRL Elevator - 2500 lb, 100fpm	2.00	stops				60,000.00	60,000.00
		Zone 1		0	0	0	120,000	120,000
Zone 1 - Total				0	0	0	120,000	120,000
142100 Elevators - Total				0	0	0	120,000	120,000

Section: 210000 FIRE PROTECTION

Zone 1

Section Estimator: all

10	Fire Protection (Wet System) - NPPA 13	80,750.00	sf				4.00	4.00
		Zone 1		0	0	0	323,000	323,000
Zone 1 - Total				0	0	0	323,000	323,000
210000 FIRE PROTECTION - Total				0	0	0	323,000	323,000

Section: 220000 PLUMBING

Zone 1

Section Estimator: all

10	Service entrance/waterbackflow	1.00	ls				25,000.00	25,000.00
		Zone 1		0	0	0	25,000	25,000
30	Rough in Pool Mechanical	1.00	ls				25,000.00	25,000.00
		Zone 1		0	0	0	25,000	25,000

AMNSOFT

Section: 220000 PLUMBING

Section Details - Continuous

BBI Construction Services, LLC
Project Estimator: all

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
Estimate No: 28111 Estimate Date: 9/27/2023

no Overrides

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
40	Hospitality Rough-In	1.00	ls				10,000.00	10,000.00
		Zone 1		0	0	0	10,000	10,000
45	Plumbing Fixtures	110.00	ea T				4,500.00	4,500.00
		Zone 1		0	0	0	495,000	495,000
55	Floor Drains	30.00	ea				3,500.00	3,500.00
		Zone 1		0	0	0	105,000	105,000
56	Trench Drains - Pool Deck Area	1,200.00	lf				250.00	250.00
		Zone 1		0	0	0	300,000	300,000
65	Rose Bibs	10.00	ea				2,500.00	2,500.00
		Zone 1		0	0	0	25,000	25,000
75	Bi-level drinking fountain	4.00	ea				5,500.00	5,500.00
		Zone 1		0	0	0	22,000	22,000
85	Roof drains	12.00	ea				8,500.00	8,500.00
		Zone 1		0	0	0	102,000	102,000
95	Overflow Roof drains	12.00	ea				3,000.00	3,000.00
		Zone 1		0	0	0	60,000	60,000
115	Elevator sump pump	1.00	ea				2,500.00	2,500.00
		Zone 1		0	0	0	2,500	2,500
116	Gas Piping	80,750.00	sf				1.00	1.00
		Zone 1		0	0	0	80,750	80,750
Zone 1 - Total				0	0	0	1,252,250	1,252,250
220000 PLUMBING - Total				0	0	0	1,252,250	1,252,250

Section: 230000 HVAC

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
10	HVAC - Gas Fired RTU's "VAV" system w/HW reheat & plenum return	80,750.00	sf				40.00	40.00
		Zone 1		0	0	0	3,230,000	3,230,000
20	Dehumidification System						0	0.00
		Zone 1		0	0	0	0	0
Zone 1 - Total				0	0	0	3,230,000	3,230,000
230000 HVAC - Total				0	0	0	3,230,000	3,230,000

Section: 260000 ELECTRICAL

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
1	Electric - Design Building office building	80,750.00	sf				35.00	35.00
		Zone 1		0	0	0	2,826,250	2,826,250
10	Re-Use Existing Electrical Gear in Main Electric Room - Adequate Size						0	0.00
		Zone 1		0	0	0	0	0
20	New Electrical Distribution for Main Electrical Room to Panels & Equipment						0	0.00
		Zone 1		0	0	0	0	0
30	Broadcast Level Lighting - Excluded						0	0.00
		Zone 1		0	0	0	0	0
Zone 1 - Total				0	0	0	2,826,250	2,826,250
260000 ELECTRICAL - Total				0	0	0	2,826,250	2,826,250

Section: 272123 AV/Network Wiring

Section Details - Continuous

BBL Construction Services, LLC
 Project Estimator: *all*

in Overbid

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 23111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
<i>Section Estimator: all</i>								
10	Tel/Data Wiring	80,750.00	sf				.50	.50
		Zone 1		0	0	0	40,375	40,375
Zone 1 - Total				0	0	0	40,375	40,375
272123 AV/Network Wiring - Total				0	0	0	40,375	40,375

Section: 275116 Public Address System

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
<i>Section Estimator: all</i>								
10	Public Address System Allowance	1.00	lot				75,000.00	75,000.00
		Zone 1		0	0	0	75,000	75,000
Zone 1 - Total				0	0	0	75,000	75,000
275116 Public Address System - Total				0	0	0	75,000	75,000

Section: 283123 Fire Alarm System

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
<i>Section Estimator: all</i>								
10	Fully Addressable Fire Alarm System	80,750.00	sf				1.50	1.50
		Zone 1		0	0	0	121,125	121,125
Zone 1 - Total				0	0	0	121,125	121,125
283123 Fire Alarm System - Total				0	0	0	121,125	121,125

Section: 312200 Earthwork

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
<i>Section Estimator: all</i>								
1	*** Quantity per Summary ***							0.00
		Zone 1		0	0	0	0	0
10	Excavate/Dispose for Competition Pool	6,719.00	CY				35.00	35.00
		Zone 1		0	0	0	235,165	235,165
20	Excavate/Dispose for Dive Well Pool	5,254.00	CY				35.00	35.00
		Zone 1		0	0	0	183,890	183,890
30	Excavate/Dispose for Instructional Pool	1,319.00	CY				35.00	35.00
		Zone 1		0	0	0	46,165	46,165
40	Excavate/Dispose for Pier Footing @ Competition/Instructional Pool	469.00	CY				35.00	35.00
		Zone 1		0	0	0	16,415	16,415
50	Excavate/Dispose for Pier Footings @ Dive Well	813.00	CY				35.00	35.00
		Zone 1		0	0	0	28,455	28,455
60	Backfill @ Competition Pool w/ Import	1,372.00	CY				50.00	50.00
		Zone 1		0	0	0	68,600	68,600
70	Backfill at Dive Well W/ Import	1,947.00	CY				50.00	50.00
		Zone 1		0	0	0	97,350	97,350
80	Backfill @ Instructional Pool w/ Import	439.00	CY				50.00	50.00
		Zone 1		0	0	0	21,950	21,950
Zone 1 - Total				0	0	0	697,950	697,950
312200 Earthwork - Total				0	0	0	697,950	697,950

BBL Construction Services, LLC
 Project Estimate: all

w/Override

Section Details - Continuous

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 2111 Estimate Date: 5/21/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
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314115 Dewatering
 Overridden to... 300,000
 See Distribution Below

Section: 314115 Dewatering

O v e r r i d d e n

Section Estimate: all

				0	0	0	0	0.00
				0	0	0	0	0
- Total				0	0	0	0	0
314115 Dewatering - Total				0	0	0	0	0
							Zone 1 - Override Column (Allowance)	300,000
							314115 Dewatering - Total	300,000

Section: 314116 Sheet Piling

Section Estimate: all

Zone 1

10	*** Quantity per Summary ***			0	0	0	0	0.00
		Zone 1						0
20	Temp Soldier Pile / Wood Lagging System at Competition Pool	3,468.00	sf	0	0	0	90.00	90.00
		Zone 1		0	0	0	312,120	312,120
30	Temp Soldier Pile / Wood Lagging System at Dive Well	6,408.00	sf	0	0	0	90.00	90.00
		Zone 1		0	0	0	576,720	576,720
Zone 1 - Total				0	0	0	888,840	888,840
314116 Sheet Piling - Total				0	0	0	888,840	888,840

320000 Site Improvements
 Overridden to... 0
 See Distribution Below

Section: 320000 Site Improvements

O v e r r i d d e n

Section Estimate: all

				0	0	0	0	0.00
				0	0	0	0	0
- Total				0	0	0	0	0
320000 Site Improvements - Total				0	0	0	0	0
							Zone 1 - Override Column (Excluded)	0
							320000 Site Improvements - Total	0

321216 Paving & Surfacing
 Overridden to... 0
 See Distribution Below

Section: 321216 Paving & Surfacing

O v e r r i d d e n

Section Estimate: all

				0	0	0	0	0.00
				0	0	0	0	0
- Total				0	0	0	0	0

Section: 321216 Paving & Surfacing

Section Details - Continuous

BBL Construction Services, LLC
 Project Estimator: all

w/Override

Capital Region Aquatic Center / Adirondack Aquatic Center Rotterdam
 Estimate No: 23111 Estimate Date: 9/27/2023

Line No:	Description	Quantity Zone	Unit	Labor	Equip	Material	Sub	Total
321216 Paving & Surfacing - Total				0	0	0	0	0
				Zone 1 - Override Column (Excluded)				0
				321216 Paving & Surfacing - Total				0

Section: 321600 Site Concrete & Curbs

Zone 1

Section Estimator: all

10	Repair/Modification Allowance	1.00	lot				50,000.00	50,000.00
		Zone 1		0	0	0	50,000	50,000
Zone 1 - Total				0	0	0	50,000	50,000
321600 Site Concrete & Curbs - Total				0	0	0	50,000	50,000

EXHIBIT B

This is a **FINAL VERSION** of your submission for the NY SWIMS RFI. This is what New York State & DASNY will review. Your responses are shown as of 3/12/2024 10:51:05 AM EST.

Final package was submitted by Geoffrey Hall on 3/12/2024.

NARRATIVE RESPONSES

Question 1 | Are you interested in constructing a new pool facility in your community?

- If so, have you developed an estimate for the capital construction work? If yes, what is the estimated cost? (Estimates should reflect permanently installed features to improve accessibility for individuals with disabilities; accessory facilities or amenities related to pool activities, operations and safety).
- If so, would a new pool facility be an outdoor seasonal facility or indoor year-round facility?
- If so, would a new pool facility be constructed within a natural waterbody? Please describe.
- If you are not interested in constructing a pool facility, what are the reason(s) why not?

Governor Hochul should be commended for recognizing, and for bringing attention to, the fact that drowning is the leading cause of death for children ages 1-4 and that climate change will increase extreme heat events. Schenectady County shares these concerns and has been working in partnership with SUNY Schenectady County Community College and the Capital Region Aquatic Center in an effort to construct a new pool facility to address the same goals as the NY SWIMS initiative. A matching grant from the NY SWIMS initiative would be critical to bringing this project to fruition. Under the mode we propose, the Capital Region Aquatic Center would operate the facility, which will be an indoor year-round aquatic center. It will not be constructed w/in a natural waterbody. The large-scale facility will serve as a community resource and gathering place where aquatic activities will be available to residents of Schenectady County and the Capital Region, including SUNY Schenectady students-faculty. The goals of the project are to prevent drownings, improve community health and wellbeing, and provide a center for competition. **Reduce Drowning Deaths:** Programing will teach swimming life skills that will reduce drowning deaths, especially among high-risk populations. Half of the U.S. population do not know how to swim and children in disadvantaged areas ages 5-14 are 3x more likely to drown than other children of the same age. This project will help to mitigate the marginalization of children in disadvantaged neighborhoods by providing universal access to water skills that are pivotal to saving lives of children while advancing their physical and social development. **Community Health:** The CDC has noted that swimming decreases the risk of chronic illness, has a positive impact on mental - physical health, and is a lifelong activity. This facility will make aquatic activities accessible to all ages, abilities, and socio-economic backgrounds. It will have at least one therapy pool to allow people to heal in a safe, aquatic environment. Partnerships with organizations that serve children, seniors, vets and people with disabilities will result in programming that will increase physical activity and improve the wellbeing of the community. **Provide a Center for Competition:** The facility will host large-scale regional and national aquatic events. There is no other facility in the northeast that can accommodate these events. The leading aquatics consultant in the US conducted a market and feasibility study which determined the need for this facility in the northeast and identified Schenectady as a viable market to host these events. The Aquatic Center will be a tourism driver and will foster economic growth. Events at the facility are expected to bring more than \$9.4 million to the Region's economy annually. More than 100,000 athletes and spectators who attend events each year will purchase meals, accommodation, and services during their visits. The Aquatic Center will create new jobs and provide youth with opportunities to learn about related careers. The facility will be accessible from downtown Schenectady and surrounding neighborhoods, including several of the city's neighborhoods inhabited by populations with higher rates of poverty and negative health outcomes. The center will serve as a community space where residents can gather for activities and events that build positive relationships and encourage health and wellness through physical activity. The Aquatic Center has consulted with local and national experts and leadership at similar facilities to inform its plan, and has consulted architects, engineers, and general contractors to develop estimates for both construction and operation. Using this information, the Aquatic Center estimates that the cost of construction will be approximately \$41 million and once fully operational, the organization will have an annual operating budget of just under \$2.3 million. The facility's benefits align with community education and access to higher education. The facility will supplement existing training resources for first responders, offering year-round indoor training beyond the current training only possible during the summer. And as a key partner, SUNY Schenectady will be reviewing its academic offerings to enhance its educational offerings, internship possibilities, and the ways in which this facility can support the College's mission to provide access to higher.

Question 2 | Do you currently have an existing pool facility that requires redevelopment to be functional?

- If so, please describe the work necessary to make the pool operational and an approximate cost.
- If so, would the renovated pool facility operate seasonally or year-round?
- If so, how many individuals does your facility serve?
- If so, how will the renovated facility provide accessibility to individuals with disabilities?

No, Schenectady County and its partners do not have an existing pool facility that requires redevelopment to be functional.

Question 3 | Do you currently have an operational pool facility and wish to increase capacity, which may include enclosing the pool, to serve more people?

a. If so, please describe the work necessary to achieve your goals, an approximate cost, and anticipated increase in capacity.

No, Schenectady County and its partners do not have an operational pool facility.

Question 4 | If you already have an operational pool facility, describe the annual maintenance and operational costs for the pool facility and the source of the funding for ongoing operations and maintenance.

Schenectady County and its partners do not have an operational pool facility.

Question 5 | If you do not currently have an operational pool facility but are interested in constructing one, please describe your plan to fund ongoing staffing, operations and maintenance once the facility is constructed.

The innovation of this project is rooted in the fact that it will be a year-round multi-use facility that will meet several community needs through a diverse array of activities. This also positions it well to access various sources of revenue. Capital Region Aquatic Center will operate the facility, which will be owned by Schenectady County. Any future profits above the expenses derived from the operation of the facility will be dedicated to the future capital needs within the building and property. SUNY Schenectady will remain a key partner as the facility becomes operational. Capital Region Aquatic Center is a 501(c)3 nonprofit organization with a growing presence in the region. The organizations' anticipated operating budget includes revenue in the form of day passes and memberships, fees for swimming lessons, as well as rental fees paid by competitive aquatic teams and related events. Rental fees paid by community organizations, such as the YMCA, and Boys and Girls Club, who will use the center for their own programming and health care providers who will provide aquatic therapy, is another form of revenue. Large scale competitive aquatic events will bring revenue from regional and national organizations, corporate sponsorships, and a preferred hotel program. The organization already has preliminary commitments from 10 regional and national organizations interested in using the center, including USA Swim Clubs, Adirondack Swimming District, and Special Olympics. Ancillary services in the form of concession sales, pro shop rentals, and dry space rentals round out expected revenue sources. Additional opportunities for revenue will come from Capital Region Aquatic Center's partnerships with Schenectady County and SUNY Schenectady. These partnerships will expand the use of the facility to potentially include additional sources of revenue.

Question 6 | Describe your plan for staffing the public swimming facility including, but not limited to, lifeguards and swim instructors.

Capital Region Aquatic Center's plan for operations includes several full-time and part-time positions in its operations. Operations will be led by an Aquatics Executive Director, with an Assistant to the Director who will be responsible for human resources and development. Other administrative staff will include a bookkeeper/office manager and a Facility/Events Manager and maintenance staff. Three managers will oversee various facets of daily activities, including lifeguarding and safety, and instruction. Part-time lifeguards and instructors will report to these managers. Front desk staff and a part-time concessionaire round out the staffing plan. The last two months of construction will include a commissioning period for the building, during which staff will need to be on-hand to learn about mechanical systems for the building and pools. Additionally, certain key staff will be involved in the pre-planning for the programs and operation of the facility. Schenectady County has recently invested ARPA funding into the sale of the Duaneburg YMCA to a private investment group. Part of the public benefits agreement given to the county is the provision to hold lifeguard training for regional partners. During the construction phase of the Capital Region Aquatic Center building, lifeguards can be trained while construction is happening at the Duaneburg site. That means on day one of the Capital Region Aquatic Center opening lifeguards will be available to work.

Question 7 | Do you charge (or plan to charge) a fee to swim? For swim lessons? For use of lockers? Any other use fees, including parking fees or park access fees?

Capital Region Aquatic Center plans to charge fees to swim in the form of day passes and memberships. It will also charge fees for swim lessons and dry space rental. However, to remain accessible to all community residents, the organization plans to offer free and reduced cost access to the facility and will partner with businesses, other organizations, and philanthropists who are interested in covering costs for swim lessons and other aquatic activities for residents who are from low-income households or are representative of underserved populations. The organization does not plan to charge parking fees.

Question 8 | Is your existing or planned swimming facility accessible by public transportation?

Yes, the CDTA Gateway Mobility Hub is just steps away from the proposed Capital Region Aquatic Center site. It is a first-of-its-kind, transit-specific focus area that will accommodate up to 10 transit routes that traverse the entire Capital District, including CDTA's Red Line BRT, a parked Car Share on site, and CDPHP bicycles. CDTA's transportation opportunities provide direct connections to Albany, Saratoga and Troy. The facility will also be supported by CDTA's Universal Access program ensuring rider mobility throughout the region.

In anticipation of increased demand for students and the local residents who wish to take swim lessons and participate in aquatics, as well as residents who will become employees at and help operate the facility.

Question 9 | Do you or do you plan to require membership for individuals to access your swimming facility?

Memberships will be available but not required. Day passes will also be available. Scholarships and reduced cost memberships and day passes will be available to community members who are from low-income households or who are representative of underserved populations.

Question 10 | Would you be open to allowing all members of the public to utilize your swimming facility?

- a. If so, please detail the estimated cost structure to broaden access to the public, or subsidy required to provide access free of charge.**

This partnership between Schenectady County, Capital Region Aquatic Center, and SUNY Schenectady endeavors to create a facility that will be a community resource and gathering space where all members of the community can access activities which reduce drowning and increase health and wellbeing. Capital Region Aquatic Center is developing a model that encourages community-wide use of its facility, especially targeting those populations who are least likely to have swimming skills, opportunities for regular exercise, and access to positive social activities. These populations include residents of disadvantaged neighborhoods who are less likely to have swimming skills and more likely to experience health conditions that can be mitigated by regular exercise, as well as people who are differently abled, such as children with Autism and veterans with disabilities, who are often left out of opportunities for physical activity. The Aquatic Center has already identified several local businesses and philanthropists who want to cover the costs of subsidies that will provide free or reduced-cost access to the facility.

Question 11 | If the State were to offer a matching grant program to assist with the capital costs of constructing and/or renovating a pool facility, would you be interested in applying?

- a. Why or why not?**
b. How much of a local match share would you consider to be reasonable? Please provide as a percentage.
c. Describe the costs that you would pay for using grant funding.

Yes, Schenectady County and its partners would apply for a matching grant program offered by the State to cover a portion of the capital costs to build its facility. Though Capital Region Aquatic Center has already raised more than half of the \$41 million required for construction, comprised of public grants, private donations, and state and local funding, the partners still need additional funding to break ground on the project. A NY SWIMS grant from the State would close the gap and allow the partners to build its facility. A local match share of 50% would be reasonable.

Question 12 | Have you evaluated whether any additional permits are required to operate a temporary or permanent facility? Please describe.

Yes, the partnership has identified that permits from the State and local government are required to operate a permanent facility. This includes a Pool Operator Certificate from the NYS Department of Health.

Question 13 | Do you have interest in procuring, operating and maintaining a temporary, movable, or "pop-up" pool facility in your community?

- a. If so, please describe the temporary pool facility, including ancillary physical assets to ensure health and safety.**
b. If so, would you charge a fee to swim or any other fees?

Schenectady County, SUNY Schenectady, and Capital Region Aquatic Center are not interested in procuring, operating, and maintaining a temporary, movable, or "pop-up" pool facility.

Question 14 | Do you now or do you intend to partner with other groups to operate or maintain a pool facility?

Schenectady County, in partnership with SUNY Schenectady and Capital Region Aquatic Center, plans to construct a new pool facility on land owned by the County in trust for SUNY Schenectady. Capital Region Aquatic Center will operate the completed facility and develop partnerships with other entities to help with operations and maintenance of the facility. It has already identified local businesses and philanthropists who will fund various aspects of operations, such as free and reduced-cost swimming lessons and access to the pool.

Question 15 | Do you now or do you intend to operate learn to swim programs at a pool facility?

Capital Region Aquatic Center's mission includes goals to reduce drowning deaths and increase community health. Therefore, it absolutely intends to operate learn-to-swim programs for both children and adults at its pool facility. Partnerships with local schools and a plan for subsidized swim lessons will allow the Aquatic Center to teach 1,200 children to swim each year, including those who can't afford the cost of swim lessons. The organization will leverage existing resources to fund subsidized swimming lessons, such as USA

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Response

Swimming's "Make a Splash" program which provides swimming lessons to children, and US Masters Swimming's learn-to-swim initiatives for adults. It will also partner with local businesses and philanthropists to raise funds that will cover subsidies for swim lessons.

EXHIBIT C

Capital Region Aquatic Center

Revenue	Partial Year	Year 1	Year 2	Year 3	Year 4 (±2%)
Competition Pool	\$168,540	\$360,180	\$407,856	\$447,536	\$486,487
Instructional Pool	\$214,560	\$293,040	\$444,640	\$444,640	\$453,333
Driving Well	\$43,120	\$108,600	\$142,480	\$157,312	\$169,636
Therapy Pool	\$67,920	\$148,760	\$177,120	\$193,520	\$197,798
Events	\$40,750	\$143,750	\$185,610	\$207,580	\$206,147
Pro Shop Rental	\$3,750	\$7,500	\$10,000	\$10,000	\$10,200
Concession Sales	\$45,075	\$71,250	\$95,725	\$99,050	\$101,033
Dry Space Rental & Revenue	\$40,650	\$89,750	\$93,800	\$95,400	\$97,306
General Membership	\$566,400	\$613,620	\$689,320	\$748,520	\$761,410
Preferred Hotel Program	\$58,000	\$96,000	\$100,000	\$100,000	\$53,000
Corporate Sponsorships	\$150,000	\$275,000	\$188,750	\$294,325	\$300,416
REVENUE TOTAL	\$1,532,765	\$2,178,880	\$2,583,661	\$2,741,093	\$2,785,623
EXPENSES TOTAL	\$1,479,333	\$2,023,492	\$2,150,461	\$2,238,292	\$2,283,058
Revenue - Expenses (Contingency)	\$53,432	\$254,708	\$430,588	\$502,711	\$502,765

Expenses	Partial Year	Year 1	Year 2	Year 3	Year 4 (±2%)
Electricity	\$79,347	\$105,662	\$107,775	\$109,833	\$112,129
Natural Gas, pools	\$57,750	\$77,000	\$78,590	\$80,111	\$81,713
HVAC	\$135,298	\$180,344	\$183,052	\$187,630	\$191,882
Chemicals	\$48,704	\$64,539	\$66,230	\$67,563	\$68,934
Water & Sewer	\$56,346	\$74,994	\$76,494	\$78,024	\$79,584
Trash	\$6,000	\$6,000	\$6,180	\$6,364	\$6,551
Data/Communications	\$3,888	\$5,184	\$5,268	\$5,353	\$5,501
Maintenance / Office Supplies	\$40,230	\$53,640	\$54,723	\$55,807	\$56,893
Equipment maintenance	\$30,000	\$99,400	\$101,880	\$103,416	\$105,044
IT / Software	\$6,000	\$6,000	\$6,000	\$6,120	\$6,242
Aquatics Full Time Staff	\$319,800	\$319,800	\$325,396	\$330,776	\$336,061
Maintenance Contract	\$80,000	\$80,000	\$81,600	\$83,333	\$84,887
Program Staff	\$433,711	\$490,529	\$780,123	\$847,158	\$894,408
In-Service Training	\$27,000	\$27,000	\$27,000	\$27,000	\$27,540
Legal	\$5,000	\$5,000	\$5,000	\$5,000	\$5,100
Accounting	\$10,000	\$25,000	\$25,000	\$25,000	\$26,010
Advertising	\$30,000	\$30,000	\$30,000	\$30,600	\$31,212
Insurance	\$127,000	\$170,000	\$173,400	\$176,868	\$180,405
EXPENSES TOTAL	\$1,479,333	\$2,023,492	\$2,150,461	\$2,238,292	\$2,283,058

LEGISLATIVE INITIATIVE FORM

Date: 5/14/2024

Reference:

Dual Reference:

Initiative: R 32

Title of Proposed Resolution:

A RESOLUTION RECOGNIZING MAY 2024 AS JEWISH HERITAGE MONTH

Purpose and General Idea:

Proclaims May as Jewish Heritage Month in Schenectady County and encourages all residents to recognize and celebrate the contributions of the Jewish community to our county, state, and nation

Summary of Specific Provisions:

Proclaims May as Jewish Heritage Month in Schenectady County and encourages all residents to recognize and celebrate the contributions of the Jewish community to our county, state, and nation

Effects Upon Present Law:

None.

Justification:

To recognize the rich history and traditions of the Jewish community and the importance of promoting awareness and understanding of Jewish heritage.

Sponsor: The Committee on Rules

Co-Sponsor: