



County of Schenectady

NEW YORK

GARY HUGHES
CHAIR OF THE LEGISLATURE

GEOFFREY T. HALL
CLERK OF THE LEGISLATURE

SCHENECTADY COUNTY LEGISLATURE

County Office Building
620 State Street – 6th Floor
Schenectady, New York 12305
Tel: (518) 388-4280 Fax: (518) 388-4591
Website: www.schenectadycounty.com

SEPTEMBER 2024
COMMITTEE MEETING SCHEDULE

DATE: 30 August 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Tuesday, September 3, 2024
620 State Street
Legislative Chambers
Sixth Floor – 7:00 PM

7:00 P.M.	Committee on Environmental Conservation, Renewable Energy & Parks Legislator Pratt, Chair	page 1
Followed by:	Committee on Economic Development and Planning Legislator Samuel, Chair	page 115
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrelich, Chair	page 215
Followed by:	Committee on Labor & Civil Service Legislator Frisoni, Chair	page 227
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 236
Followed by:	Committee on Military Affairs & Veterans Legislator Vellano, Chair	page 242
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 247



Schenectady County Legislature

Committee on Environmental Conservation, Renewable Energy and Parks

Hon. Sara Mae Pratt, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: August 30, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Environmental Conservation, Renewable Energy and Parks
Honorable Sara Mae Pratt, Chair
Tuesday, September 3, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
ECREP	3 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS ENERGY AND RESEARCH DEVELOPMENT AUTHORITY FOR AN ENERGY EFFICIENCY STUDY AND ENERGY CONSERVATION INITIATIVES	Legislator Pratt	
ECREP	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF STATE FOR THE SCHENECTADY COUNTY SOLAR ENERGY CONSORTIUM PROJECT	Legislator Pratt	

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Environmental Conservation, Renewable Energy and Parks
Dual Reference: Ways and Means
Initiative: ECREP 3

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS ENERGY AND RESEARCH DEVELOPMENT AUTHORITY FOR AN ENERGY EFFICIENCY STUDY AND ENERGY CONSERVATION INITIATIVES

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYSERDA Clean Energy Communities Program.

Summary of Specific Provisions:

Authorizes both the acceptance of funding and the County to enter into a multi-year agreement with NYSERDA Clean Energy Communities Program. The first funding source is in the amount of \$10,000 in the form of a voucher, and will be used to cover the County's match funding for a NYSERDA Flex Tech study at the Courthouse. The second funding source would be in the form of a multi-year agreement in the amount of \$187,500 will be used for the planning and purchasing of an estimated four (4) electric vehicles from the period beginning September 1, 2024 and ending March 1, 2027.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Capital and 2024 Operating Budgets to accommodate additional funding from the New York State Department Energy Research and Development Authority for Electric Vehicles and an Energy Efficiency Feasibility Study.

Create/Increase Appropriation Code By:

H525130.201000	Capital-Road Machinery Equip	\$187,500
5130240084-0001-0201	(EV Vehicle Purchase)	

A541230.429	Professional Services	\$10,000
-------------	-----------------------	----------

Create/Increase Revenue Code By:

H35130.3097	Gen Gov Capital Projects	\$187,500
5130240084-3097-1838	(EV Vehicle Purchase)	

A31230.391006	Energy Efficiency Courthouse	\$10,000
---------------	------------------------------	----------

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

Justification:

The County's match funding supports the NYSERDA Flex Tech study at the Courthouse, the purpose of this funding is to identify opportunities for energy efficiency upgrades of the facility. The multi-year agreement funding would support the planning and purchasing of an estimated four (4) electric vehicles. The County's estimated greenhouse gas emissions reduction for this project is 5.49 metric tons of carbon dioxide equivalent.

Sponsor: Legislator Pratt

Co-Sponsor:

COUNTY OF SCHENECTADY

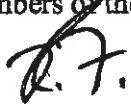


RORY FLUMAN
COUNTY MANAGER

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
Charlie Davidson, Sustainability Coordinator
Jaclyn Falotico, Commissioner of Finance

Date: August 30, 2024

Re: Authorization to Accept Funding from the NYSERDA Clean Energy
Communities Program

I am requesting authorization to accept funding from the NYSERDA Clean Energy Communities program. The first funding source is in the amount of \$10,000 and is in the form of a voucher. This funding will be used to cover the County's match funding for a NYSERDA Flex Tech study at the Courthouse, the purpose of which is to identify opportunities for energy efficiency upgrades of the facility.

The second funding source would be in the form of a multi-year agreement in the amount of \$187,500 which will be used for the planning and purchasing of an estimated four (4) electric vehicles from the period beginning September 1, 2024 and ending March 1, 2027. The estimated greenhouse gas emissions reduction for this project is 5.49 metric tons of carbon dioxide equivalent.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, detail the necessary budgetary actions.

I recommend your approval.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: August 29, 2024
SUBJECT: Budget Amendment – NYSERDA Clean Energy Communities Grants

The Department of Finance provides the following amendment to the 2024 Capital and 2024 Operating Budgets to accommodate additional funding from the New York State Department Energy Research and Development Authority for Electric Vehicles and an Energy Efficiency Feasibility Study.

Create/Increase Appropriation Code By:

H525130.201000	Capital-Road Machinery Equip	\$187,500
5130240084-0001-0201	(EV Vehicle Purchase)	
A541230.429	Professional Services	\$10,000

Create/Increase Revenue Code By:

H35130.3097	Gen Gov Capital Projects	\$187,500
5130240084-3097-1838	(EV Vehicle Purchase)	
A31230.391006	Energy Efficiency Courthouse	\$10,000

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



**Clean
Energy
Communities
Program**

Proposal Title - Energy Efficiency Feasibility Study Proposal of Courthouse

**Application
Number - 0000784228**

Primary Company Contacts

Company Name: Schenectady County

Tax identification type: EIN

Employer Identification Number (EIN): 146002431

Is this entity tax exempt?: Yes

DUNS Number:

Address: 620 State St.,
Schenectady, NY, 12305

Name	Email	Title	Phone	Role	Primary
Charles Davidson	charles.davidson@schenectadycounty.com	Sustainability Coordinator	(518) 388-4775	Proposer	Yes

Proposal Information

Proposal Title: Energy Efficiency Feasibility Study Proposal of Courthouse

Proposed Proposal Category: Direct to Voucher (funding under \$30,000)

Proposer Company Information: L&S Energy Services

Proposal Description: L&S Energy Services, coordinating with the County's Sustainability Coordinator and the Facilities Department, will perform a Flex Tech energy audit for our Courthouse to identify opportunities for increasing energy efficiency. L & S submitted an application for \$10,000 in Flex Tech funding and this CEC will be the County's match of \$10,000.

Checklist Questions

Do you accept all Terms & Conditions in the Sample Agreement?	Yes
Do you wish to have any information submitted in your proposal package treated as proprietary or confidential trade secret information?	No
Does your proposal contain Minority or Women-Owned Business enterprises as subcontractor?	
Does your proposal contain certified Service-Disabled Veteran-Owned Business Enterprises as Subcontractors?	
Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)?	
Prior and/or competing proposals submitted?	
Previous NYSERDA Contracts awarded?	
Will this grant be funding a Solar project?	No
Will this grant be funding a LED Street Lights project?	No
Will this grant be funding an EV Charging Station(s) project?	No
Will this grant be funding an Electric Vehicle(s) project?	No
Will this grant be funding a Building Upgrade(s) project?	No

Disclosure of Prior Findings of Non-Responsibility

Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to enter the Procurement Contract in the last five years?	No
Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named Individual or Entity due to the intentional provision of false or incomplete information?	No

Proposal Budget Information

Proposed NYSERDA Funding	\$10,000.00
Proposed Cost Share	\$10,000.00
Proposed Total Cost	\$20,000.00

CERTIFICATION STATEMENT

By checking this box and clicking Continue:

I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is

complete, true, and accurate, that I have read and reviewed the Standard Terms and Conditions set forth in the attached Sample Agreement and that I accept all terms unless otherwise noted herein, and that the proposal requirements noted have been completed and are enclosed;

I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law;

I affirm that my company has a written sexual harassment prevention policy addressing sexual harassment in the workplace and provides annual sexual harassment training to all employees.

I understand that this proposal may be disqualified if the solicitation requirements are not met; and I am authorized to commit my organization to this proposal.

Charles Davidson

From: NYSERDA No Reply <no-reply@nyserderda.ny.gov>
Sent: Wednesday, July 31, 2024 12:18 PM
To: Charles Davidson
Cc: cec@nyserderda.ny.gov; jeff.scharl@nyserderda.ny.gov
Subject: GRANT APPROVAL NOTIFICATION: Clean Energy Communities Program – Energy Efficiency Feasibility Study Proposal of Courthouse

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

According to NYSERDA records, recently submitted a grant application in the amount of \$510,000.00 under the Clean Energy Communities Program.

Congratulations! Your application has been approved by NYSERDA.

The grant funds will be paid in full directly by check or direct deposit.

∞ NYSERDA will not be issuing a press release regarding your grant. If you would like to issue a release, please send us a version to review to cec@nyserderda.ny.gov and we will work with our communications department to provide you a quote. Please leave ample time for review prior to planned distribution.

For more information, please review the program [Guidance Document](#).

If you have any questions, please do not hesitate to contact your local Clean Energy Communities Coordinator who is working on NYSERDA's behalf to help you navigate the program. You may also send us an email at cec@nyserderda.ny.gov.

Thank you for your interest in NYSERDA's Clean Energy Communities Program.

Again, congratulations!

Clean Energy Communities Team
NYSERDA
17 Columbia Circle | Albany, NY 12203-6399
nyserderda.ny.gov
follow : friend : connect with NYSERDA



Proposal Title - EV Purchases

Primary Company Contacts

Company Name: Schenectady County

Tax identification type: EIN

Employer Identification Number (EIN): 146002431

is this entity tax exempt? Yes

DUNS Number:

Address: 620 State St.,
Schenectady, NY, 12305

Name	Email	Title	Phone	Role	Primary
Charles Davidson	charles.davidson@schenectadycounty.com	Sustainability Coordinator	(518) 388-4775	Proposer	Yes

Proposal Information

Proposal Title: **EV Purchases**

Proposed Proposal Category: **Pre-Approved with Contract**

Proposer Company Information: **Schenectady County**

Proposal Description: **The County will purchase 4 Electric Vehicles that will be stationed out of our Probation Department and DSS. The County's award letter was for \$125,000, but since the project is in a DAC area, the project is \$187,500, which accounts for the DAC Bonus. While the price of the proposed vehicle is \$42,580, extra money was added to each vehicle to account for potential increases in costs associated with the limited supply of electric vehicles.**

Checklist Questions

- Do you accept all Terms & Conditions in the Sample Agreement? **Yes**
- Do you wish to have any information submitted in your proposal package treated as proprietary or confidential trade secret information? **No**

Does your proposal contain Minority or Women-Owned Business enterprises as subcontractor?

Does your proposal contain certified Service-Disabled Veteran-Owned Business Enterprises as Subcontractors?

Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)?

Prior and/or competing proposals submitted?

Previous NYSERDA Contracts awarded?

Will this grant be funding a Solar project?

No

Will this grant be funding a LED Street Lights project?

No

Will this grant be funding an EV Charging Station(s) project?

No

Will this grant be funding an Electric Vehicle(s) project?

Yes

Will this grant be funding a Building Upgrade(s) project?

No

Disclosure of Prior Findings of Non-Responsibility

Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to enter the Procurement Contract in the last five years?

No

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named Individual or Entity due to the intentional provision of false or incomplete information?

No

Proposal Budget Information

Proposed NYSERDA Funding \$187,500.00

Proposed Cost Share \$0.00

Proposed Total Cost \$187,500.00

CERTIFICATION STATEMENT

By checking this box and clicking Continue:

I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, that I have read and reviewed the Standard Terms and Conditions set forth in the attached Sample Agreement and that I accept all terms unless otherwise noted herein, and that the proposal requirements noted have been completed and are enclosed;

I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law;

I affirm that my company has a written sexual harassment prevention policy addressing sexual harassment in the workplace and provides annual sexual harassment training to all employees.

I understand that this proposal may be disqualified if the solicitation requirements are not met, and I am authorized to commit my organization to this proposal.

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: TBA
2. Contractor: Schenectady County
3. Project Director: Charlie Davidson
4. Effective Date: September 1, 2024
5. Total Amount of Award: \$187,500.00
6. Project Period: September 1, 2024 – March 1, 2027
7. Expiration Date: September 1, 2027
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Workbook.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA

Schenectady County

NEW YORK ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature: _____

Signature: _____
NYSERDA AUTHORIZED SIGNATORY

Name: _____

Title: _____

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Schenectady County

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Schenectady County (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Electric Vehicle(s)

Contractor will purchase the electric vehicle(s) listed below. The exact make and model will be determined during the project design phase. Funds may be used for a vehicle wrap or decal(s) (with educational information) to highlight commitment to electric vehicles. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Purchase of (4) 2024 Nissan Electric Airya Venture Plus, or equal, to be assigned to the following location: 388 Broadway, Schenectady, NY 12305.
- [This vehicle shall be assigned to a location within a New York State Disadvantaged Community as currently defined on NYSERDA’s website: <https://www.nyserdera.ny.gov/ny/disadvantaged-communities>.]

The estimated savings of this component is 5.49 metric tons of carbon dioxide equivalent (MTCO_{2e})

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA

Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Electric Vehicle(s)

Requirements for this component:

- The vehicle shall be a new plug-in hybrid or battery electric vehicle
- Vehicles shall be purchased and owned by the municipality, not leased
- The vehicle may include a wrap or decal. If a wrap or decal is included, the design must be approved by NYSERDA.
- Vehicles must be manufactured for use primarily on public streets, roads, and highways and have a maximum speed capability of at least fifty-five miles per hour.
- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Electric Vehicle(s)

Deliverables for this component:

- Executed contracts for purchase of electric vehicle(s) that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) to be purchased.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Electric Vehicle(s)

Deliverables for this component:

- Final paid invoices, DMV-50 Form Retail Certificate of Sale, or DMV-82 Form: Vehicle Registration/Title Application
- Photographs of the purchased vehicle(s).
- Metrics Workbook (in Excel format) reflecting the specifications of vehicle(s) purchased
- Additional incentive program applications or comparable information, if applicable

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	3/1/2025	Planning Phase – Electric Vehicle(s)	\$46,875.00
Project Completion Phase			
2	3/1/2027	Completion Phase – Electric Vehicle(s)	\$140,625.00
		Total Project Budget	\$187,500.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. **Manner of Performance.** Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. **Project Personnel.** It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) **Invoicing:** Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An

explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights,

trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by

the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order: Termination: Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no

liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or

claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;

2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson
Title: Director of Contract Management
Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: (518) 862-1091
E-Mail Address: Wendy.MacPherson@nyserda.ny.gov
Personal Delivery: Reception desk at the above address

Schenectady County

Name: Charlie Davidson
Title: Sustainability Coordinator
Address: 620 State St. Schenectady/NY/12305
Facsimile Number:
E-Mail Address: charles.davidson@schenectadycountyny.gov

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records

or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 ("DERA"), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another

entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

Other Bind Variables

Unique Terms: No

Enter SEQRA Type: Type II

Have you attached detailed determination with appropriate documentation? No

Have you attached the short or long Environmental Assessment Form, as appropriate? No

Identify entire Section No. from 503.3 or 617.5 -- e.g. 503.3(e):

503.3 (q), 503.3(j)

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Environmental Conservation, Renewable Energy and Parks
Dual Reference: Ways and Means
Initiative: ECREP 4

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF STATE FOR THE SCHENECTADY COUNTY SOLAR ENERGY CONSORTIUM PROJECT

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Department of State for the Schenectady County Solar Energy Consortium Project.

Summary of Specific Provisions:

Authorizes the acceptance of funding from the NYS Department of State for the Schenectady County Solar Energy Consortium Project in the amount of \$958,017. This grant has a performance period starting April 1, 2017 and ending March 31, 2022.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Capital and 2024 Operating Budgets to accommodate additional funding from New York State Department of State for the Solar Consortium Solar Farm at the former L&M site.

Increase Appropriation Code By:

H541620.401000 Cap-Buildings & Grounds Services 1620240073-0001-0401	\$324,550
---	-----------

Increase Revenue Code By:

H31620.308938 NYSERDA-Clean Energy Cmty Gnt 1620240073-3089-0000	\$324,550
A23333.281170 Interfund Revenue: Capital	\$324,550

Decrease Use of Fund Balance:

A.599 Appropriated Fund Balance	\$324,550
---------------------------------	-----------

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

Justification:

This would fund expenses that were incurred during the development of the consortium, specifically those associated with the demolition of the L & M Motel so that it would become a viable site for solar development and personnel costs for the County employees who helped carry the project from start until completion.

Sponsor: Legislator Pratt

Co-Sponsor:

COUNTY OF SCHENECTADY

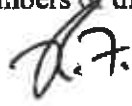


RORY FLUMAN
COUNTY MANAGER

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
Charlie Davidson, Sustainability Coordinator
Jaclyn Falotico, Commissioner of Finance

Date: August 30, 2024

RE: Authorization to Accept Funding from the NYS Department of State for the Schenectady County Solar Energy Consortium Project

I am requesting authorization to accept funding from the NYS Department of State for the Schenectady County Solar Energy Consortium Project in the amount of \$958,017. This would fund expenses that were incurred during the development of the consortium, specifically those associated with the demolition of the L & M Motel so that it would become a viable site for solar development and personnel costs for the County employees who helped carry the project from start until completion.

This grant has a performance period starting April 1, 2017 and ending March 31, 2022.

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

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
DATE: September 3, 2024
SUBJECT: REVISED Budget Amendment – NYS DOS Solar Consortium Award

The Department of Finance provides the following amendment to the 2024 Capital and 2024 Operating Budgets to accommodate additional funding from New York State Department of State for the Solar Consortium Solar Farm at the former L&M site.

Increase Appropriation Code By:

H541620.401000	Cap-Buildings & Grounds Services	\$324,550
1620240073-0001-0401		

Increase Revenue Code By:

H31620.308939	NYSDOS Solar Consortium Grant	\$324,550
1620240073-3089-0000		
A23333.281170	Interfund Revenue: Capital	\$324,550

Decrease Use of Fund Balance

A.599	Appropriated Fund Balance	\$324,550
-------	---------------------------	-----------

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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231</p>	<p>BUSINESS UNIT/DEPT. ID: DOS01/3800000</p> <p>CONTRACT NUMBER: C1001621</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Schenectady County</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Schenectady County</p>	<p>PROJECT NAME:</p> <p>Schenectady County Solar Energy Consortium</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 146002431 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>19 - MRF - 02</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Schenectady County 620 State Street Schenectady, NY 12305</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:420100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C1001621 _____

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 04/01/2017 To: 03/31/2022</p> <p>CURRENT CONTRACT PERIOD: From: 04/01/2017 To: 03/31/2022</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 958,017</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # C1001621 _____

Page 2 of 2

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Schenectady County
620 State Street
Schenectady, NY 12305

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State
99 Washington Avenue
Albany, New York 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C1001621

Page 1 of 1, Master Contract for Grants Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # **C1001621**

Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section LB herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # C1001621

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

Contract Number: # C1001621

Page 7 of 25, Master Contract for Grants - Standard Terms and Conditions

(ii) certified mail, return receipt requested and first class mail.

b) **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # C1001621

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

Contract Number: # C1001621

Page 13 of 25, Master Contract for Grants - Standard Terms and Conditions

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Contract Number: # C1001621

Page 15 of 25, Master Contract for Grants - Standard Terms and Conditions

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

Contract Number: # **C1001621**

Page 16 of 25, Master Contract for Grants - Standard Terms and Conditions

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

Contract Number: # **C1001621**

Page 17 of 25, Master Contract for Grants - Standard Terms and Conditions

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

Contract Number: #C1001621

Page 19 of 25, Master Contract for Grants - Standard Terms and Conditions

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

Contract Number: # C1001621

Page 24 of 25, Master Contract for Grants - Standard Terms and Conditions

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1

New York State Department of State (3/1/22)

I. Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans,

analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.

2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see

<http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Kyle Wilber, Program Manager
Agency/Division	NYS Department of State
Address	99 Washington Avenue, Suite 1015, Albany, New York 12231
Phone/ Fax/Email	(P): 518-473-3355 (F): 518-474-6572 (E): Kyle.Wilber@dos.ny.gov

2. Notice to the Contractor

Name, Title	Rory Fluman, County Manager
Address	620 State Street, Schenectady, NY 12305
Phone/ Fax/Email	(P): (518) 388-4355 (F): (E): rory.fluman@schenectadycounty.com

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.

2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs

found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - (1) Evidence of outreach to MWBEs;
 - (2) Any responses by MWBEs to the Contractor's outreach;
 - (3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,

- (5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
- (1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - (3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - (4) The Contractor's EEO policy statement shall include the following language:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. **Form B - Staffing Plan**

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply: The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. **Form C - Workforce Utilization Report**

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. **MWBE Utilization Plan**

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. **Waivers**

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If

the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

O. **Service-Disabled Veteran-Owned Businesses Participation**

Article 17-B of the Executive Law, enacted In 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDOVB.pdf

II. Program Specific Clauses – Local Government Programs

A. General Provisions

1. The New York State Budget provides aid to municipalities administered by the Division of Local Government Services (LGS) to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.
2. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.

4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C, Program/Work Plan) are provided pursuant to an appropriation of funds made by the New York State Budget.

5. The Department, upon receipt and approval of payment requests, shall make payments for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. A final payment request for any or all of the remaining 10% of the contract value will not be processed prior to satisfactory completion of the Project, as determined by the Department.

6. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>.

7. The Department will provide Contractor with a Quarterly Contractor Report form, available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>, pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Section I.M.7. of this document. Such report shall be completed by the contractor and provided to the Department at the address on the Quarterly Contractor Report.

8. The Contractor shall submit two copies of a "Project Status Report", available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>, every six months from Contract execution date.

B. Reports, Documents and Maps

1. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funds provided by the New York Department of State through programs administered by the Division of Local Government Services."

2. The Department of State requires a project sign at the site of all construction projects, which involve more than \$50,000 of LGS funds. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

a. Installation

(1) Install sign at the site within one week of the start of construction.

(2) Erect sign in a prominent location, secure from vandalism.

b. Materials

(1) Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.

(2) Primer: As recommended by finish coat manufacturer for the substrate and finish material.

- (3) Lettering and striping shall be uniform with sharp, neat profiles.
 - (4) "Optional Information" included on sign shall be visually subordinate to other information provided.
 - (5) Supports: Treated (Douglas Fir) posts.
- c. Maintenance and Removal
- (1) Maintain the sign plumb and level for the duration of the work.
 - (2) Remove the sign from the property within 10 days of final payment.



Funding for this project provided by a

**New York Department of State
Local Government Services**

New York Governor (insert Name)

New York Secretary of State (insert Name)

Local Officials (optional)

C. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

D. Date/TimeWarranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or

Contract For Grants, Agency & Program Specific Terms and Conditions

processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

3. This Date/TimeWarranty shall survive for a period of time beyond termination or expiration of this Contract, either through: a) an additional term of ninety (90) days, or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing contained in, or omitted from, this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

E. Submission of all correspondence, Project Documentation and Meeting Documentation

1. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Attachment C, payment request documentation as described in Attachment D and press articles.

2. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.

3. All information as described in Section E (1) above shall include the NYS Contract # as indicated on the Face Page of this Agreement

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Schenectady County Solar Energy Consortium

CONTRACTOR SFS PAYEE NAME: Schenectady County

CONTRACT PERIOD: From: 04/01/2018

To: 03/31/2023

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a. Salary	180,202.00		0.00%		\$ 180,202.00
b. Fringe	144,301.82		0.00%		\$ 144,301.82
Subtotal	\$ 324,503.82	\$ 0.00		\$ 0.00	\$ 324,503.82
2. Non Personal Services					
a. Travel			0.00%		\$ 0.00
b. Space/Property & Utilities			0.00%		\$ 0.00
c. Operating Expenses			0.00%		\$ 0.00
d. Contractual Services	633,513.18	0.00	0.00%		\$ 633,513.18
e. Equipment			0.00%		\$ 0.00
f. Other			0.00%		\$ 0.00
Subtotal	\$ 633,513.18	\$ 0.00		\$ 0.00	\$ 633,513.18
TOTAL	\$ 958,017.00	\$ 0.00		\$ 0.00	\$ 958,017.00
TOTAL MWBE GOAL	30.00%	MBE GOAL	0.00%	WBE GOAL	5.14%

MWBE GOAL AMOUNT \$ 49,245.10

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY						
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL	
1. County Attorney 2017	132,475.20	35	10.92	9	10,849.71	
2. Assistant County Manager 2017	70,894.20	35	50	9	26,585.32	
3. County Manager 2017	155,094.16	35	10.92	9	12,702.21	
4. Finance Commissioner 2017	139,007.96	35	10.92	9	11,384.75	
5. County Attorney 2018	143,852.30	35	10.92	12	15,708.67	
6. Assistant County Manager 2018	79,304.81	35	50	9.25	30,565.40	
7. County Manager 2018	175,354.73	35	10.92	12	19,148.56	
8. Finance Commissioner 2018	126,233	35	10.92	.25	28,718.01	
9. County Attorney 2019	147,347.86	35	10.92	12	16,090.39	
10. County Manager 2019	176,849.62	35	10.92	5.25	8,448.99	
11.						
12.						
13.						
14.						
15.						
				Subtotal	180,202.00	
PERSONAL SERVICES - FRINGE CONTINUED ON NEXT PAGE						

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL - CONTINUED**

FRINGE - TYPE/DESCRIPTION		
1.	County Attorney 2017 Fringe Rate of 54.98%	5,965.18
2.	Assistant County Manager 2017 Fringe Rate of 51.13%	40,178.40
3.	County Manager 2017 Fringe Rate of 51.13%	6,494.64
4.	Finance Commissioner 2017 Fringe Rate of 50.46%	18,884.77
5.	County Attorney 2018 Fringe Rate of 55.17%	8,666.47
6.	Assistant County Manager 2018 Fringe Rate of 44.56%	44,185.34
7.	County Manager 2018 Fringe Rate of 44.56%	8,532.68
8.	Finance Commissioner 2018 Fringe Rate of 53.30%	431.11
9.	County Attorney 2019 Fringe Rate of 51.39%	8,268.85
10.	County Manager 2019 Fringe Rate of 31.89%	2,694.38
11.		
12.		
13.		
14.		
15.	Fringe varied per year and by department.	
	Fringe Subtotal	144,301.82
	PERSONAL SERVICES TOTAL	324,503.82

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

	TRAVEL - TYPE/DESCRIPTION	TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
	TOTAL	\$ 0.00

	SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.		
2.		
3.		
	TOTAL	
	SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.		
2.		
3.		
	TOTAL	
	TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.		
2.		
3.		
	TOTAL	\$ 0.00

Contract Number: # C1001621
Page 4 of 6, Attachment B-1 - Expenditure Based Budget

OPERATING EXPENSES – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

CONTRACTUAL SERVICES – TYPE/DESCRIPTION		TOTAL
1.	Oversee the destruction of L & M Motel and construction of Solar field - Metroplex	\$ 633,513.18
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 633,513.18

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

OTHER - TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Schenectady County Solar Energy Consortium
CONTRACTOR SFS PAYEE NAME: Schenectady County
CONTRACT PERIOD: From: 4/1/18
To: 3/31/23

AWARD AMOUNT: \$958,017.00

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

Schenectady County, the City of Schenectady, The Towns of Duaneburg, Glenville, Niskayuna, Princetown, Rotterdam, and the Villages of Delanson and Scotia are submitting this FAST TRACK application for funding the Schenectady County Solar Energy Consortium (SCSEC).

The initiative began as part of the County-wide Shared Services Initiative (CWSSI) in 2017. The SCSEC was a project outlined in our Plan and was unanimously approved by all 9 municipalities and made a part of Schenectady County's CWSSI. The members of the Consortium then applied to the Municipal Restructuring Fund in 2017 which included the Solar Consortium initiative as one of the strategies in the charter along with Health Care Reform and a LED lighting initiative. Again, all 9 municipalities approved this action.

Over the past eighteen months progress has been made to move the solar initiative forward and the Consortium is nearing implementation. As such, the County is resubmitting the Solar Initiative as a stand - alone FAST TRACK project.

Electricity costs are a significant component of every municipality's costs. To address this issue, the County and its municipalities have created solar array farms and rooftop solar arrays. This solar experience and knowledge have been valuable in identifying the optimal path to generating solar capacity and reducing the electric costs of each of the municipalities. The result of the collective process is the establishment of the Schenectady County Solar Energy Consortium.

Prior to creating the Consortium, Schenectady County built about 4 mW of solar capacity at locations including four 600 kW solar farm- one in Glenville, one in Niskayuna, and two in Rotterdam. In addition, the County has rooftop solar at its following buildings: Schenectady County Ice Rink, Phyllis Bomt Library, Rotterdam Library, Schenectady County Business Incubator, and the Schenectady County Highway Department. The County also has a rooftop solar array in Fulton County. These ten (10) projects are a public-private partnership with Monolith Solar, LLC. The City of Schenectady currently has a 700 ± kW solar farm in Niskayuna, and the Towns of Niskayuna, Princetown, and Glenville have smaller solar arrays.

The County of Schenectady has 20-year Purchase Power Agreements (PPA) with Monolith Solar. The Town of Niskayuna also partners with Monolith Solar with a 20-year PPA; the City of Schenectady has a 20-year PPA with Solar City, while the Town of Princetown has a 20-year PPA with New York Light Energy on a 35kW solar array and the Town of Glenville also has a PPA. The municipalities of Schenectady County determined that as a collective, they controlled considerable land for future solar development and controlled significant electric bills needed to optimize solar credits.

Based on the way solar farms are developed, the costs involved and the need to optimize both tax credits and solar credits, the municipalities agreed to form the Schenectady County Solar Energy Consortium. The key to optimization is first the ability to aggregate the properties to attract a larger number of solar farm developers to the table and secondly to optimize solar credits for the municipalities through aggregation of the electric bills. The collective is far more valuable than the sum of its parts.

This proposal is an ambitious project and the extension of the goal which the Schenectady County government set for itself in 2017 which is to have County government 100% powered by solar energy by December 31, 2020, the vision is to transform Schenectady County government and all participating municipalities to produce 100% of their electricity from solar energy by December 31, 2022. The County and City of Schenectady, the Towns of Duaneburg, Niskayuna, Glenville, Rotterdam and Princetown and the Villages of Scotia and Delanson will come together to create the Schenectady County Solar Consortium to construct 26.2± mW of solar farms to provide all electricity to participating municipalities.

The creation of the Schenectady County Solar Consortium adds value to the overall savings potential for the participating municipalities. In order to benefit from solar credits, one must have property on which to place the solar arrays and secondly one needs to match the capacity of the solar farms to the energy bills of the municipalities. With a consortium, the value of a 26.2Mw system can be optimized by the property taxpayer through a collective that can use all municipal energy bills as a mechanism to obtain the largest dollar amount of solar credits. There are participating municipalities that do not have land, but they have energy bills that are valuable in the solar credit market.

#1 The public benefit is a reduction in cost of government on a continuing basis each year in the amount of \$682,000 for twenty-five years.

#2 Create 26.2Mw of solar capacity and 32Mwh of solar energy.

#3 Extend the solar credit to County residents and businesses on a first come-first serve basis.

Project Objectives

Objective #1: The solar collaborative initiative will create 26.2:Mw of solar farm capacity.

Objective #2: The solar collaborative initiative is anticipated to create 32Mw/h of energy

Objective #3: The solar collaborative initiative will result in solar credits to the municipalities totaling \$682,000 annually.

Objective #5: The solar collaborative will result in solar credits to the participating residents and

Schenectady County Solar Consortium Deliverables and Timetable

The County, the City, the five Towns and the two Villages have completed all the following deliverables including completion of the PILOT PHASE: Execution of Schenectady County Solar Energy Consortium Memorandum of Understanding by all 9 municipalities and the solar developer, General Electric.

- Held a series of Intergovernmental Cooperation Meetings to develop the concept and approach to the project through the Local Government Efficiency Planning Process. These meetings were attended by the Chief Elected Officer of each of the municipalities, the Chair of the County's Intergovernmental Cooperation Committee and the County Manager. The agreed upon approach was to develop a collective Request for Proposal as the process to select a single solar developer that included an aggregate of all the properties the municipalities want to have considered for solar farms. Completed 8/24/17.

Other aspects of the agreed upon RFP was that there would be uniformity in leases and purchase power agreements but that each municipality independently would enter into land leases and purchase power agreement with the developer. Completed 8/24/17

- County agreed to collect and aggregate the sites, the data and prepare the documents. 8/24/17
- Each municipality determined which of its properties they wanted included.
- County aggregated all the potential municipal sites available for solar for inclusion in a Request for Proposal. (Completed December 2017)
- Prepared final version of a Request for Proposal.
- Let a Request for Proposal on behalf of all the participating municipalities in December 2017.
- Received and evaluated 10 proposals and selected a Solar Developer. (April 2018)
- The developer was selected (May 2018)

Upon selection of the Solar Developer, the next phase of implementation was initiated. The Consortium and the developer took the following steps:

- As the lead agent, the County established weekly implementation meetings with the developer. (May 2018 - Current)

- The lead agent hosted a workshop with representatives of all nine municipalities and the developer to review the project scope, the required environmental and engineering site reviews and the economics of the project. A process was established for each municipality related specifically to their sites. The steps related to siting the solar farms was reviewed and a timetable was established. Completed July 30, 2018.
- Aggregated all municipal electricity bills, organized by type of rate category and evaluated total bill capacity. Completed August 2018.
- Developed a draft Memorandum of Understanding (MOU) between the County, the City, the five Towns, the two villages and the developer. The MOU also includes the templates to be used for land leases and purchase power agreements. Completed September 30, 2018.
- Individual site meetings were set up between the developer and the municipalities to conduct site reviews of each potential site with a representative of the municipality. (July - October 2018)
- The Developer conducted site and engineering evaluations of 17 sites and narrowed down to the pool of nine (9) sites ready for consideration in this phase of the project. The properties to be used are owned by the County, the City of Schenectady, the Town of Rotterdam and the Town of Glenville. Completed October 2018
- The Developer undertook the environmental reviews of all potential sites and prepared State Environmental Review (SEQR) assessments of each of the sites. Completed September 2018).
- The Schenectady County Legislature acted on the SEQR review. Completed October 9, 2018. NOTE: The completed SEQR review of each of the sites is available if requested
- The Developer worked with each of the municipalities to obtain the necessary permitting authorizations. Upon completion of these, the developer obtained NYSEDA authorization. Completed
- Each municipal legislative body authorized participation in the Consortium. Completed March 2019.
- Phase III - Pilot Project Completed: The MOU has been executed by each participating municipality and the developer. Completed.
- The Developer is finalizing with National Grid on determination of the interconnection requirements and costs for each site. Seven of the nine sites have been completed. The two remaining sites should be completed by April 2019.
- The Developer submitted and has obtained authorization for solar credits on seven of the nine sites from New York State Energy Research and Development Agency. The remaining two sites will be submitted upon completion of the work with National Grid. Seven sites completed. Two sites should be completed by April 2019.
- Final land leases and Purchase Power agreements are anticipated to be executed by the third quarter of 2019 between the individual municipality and developer. Goal: Second Quarter 2019.
- Once the land leases and PPA's are signed, the developer will begin construction of the sites in July 2019.
- Construction Complete and Connected to the electric grid: goal December 2019
- Solar energy made and credits generated on municipal electric bills. Goal: Quarter 1 2020

Quality Management Plan

The building blocks for the Quality Management Plan are a clear written set of legal documents that outline the relationships between and among the partners. These documents include the Schenectady County Solar Energy Consortium Memorandum of Understanding between the

Consortium (9 municipal members) and General Electric. This document prescribes a uniform set of legal templates that will be used between each of the municipalities individually and the developer: the land lease agreement, the utility credit purchase agreement term sheet and the utility credit purchase agreement.

Deliverables and Standards

The deliverables for the PILOT PHASE have been completed. See attached chart below.

Deliverable - PILOT PHASE 1 Standard

Solar Site Selection | SEQR Completed
Municipal Permitting
National Grid Permitting
NYSERDA Permitting
Executed Solar Energy Consortium MOU Uniform lease agreement
Agreement Uniform Utility Credit Purchase Agreements
Uniform Credit Purchase Term Sheets

The deliverable for Phase 4 - Implementation Phase are as follows:

Deliverable-Implementation Phase Standard

Construction of nine solar sites - 26.2mW Construction by Developer of 26.2 mW
Solar Energy Generation 32 mwh of solar energy is credited to the municipal electric bills
Solar Energy Savings \$682,000 of net savings is achieved by the 9 participating municipalities
Quality Assurance and Control Activities

The County will:

- Aggregate copies Utility Credit Agreements from the municipalities.
- Monitor timetable on the construction of each project.
- Monitor solar energy generation and savings by municipality. Municipalities will provide energy bill credit data to the County and the County will aggregate credits and net savings on a county-wide basis.

Budget

The cost to build out of 26 Mw of solar power is borne by the private solar developer. However, the solar credit to the municipalities is impacted by utility company infrastructure needs which are defined by the utility company. The extent to which these costs can be offset, results in higher long-term savings for the municipalities for a period of twenty-five years. The following is a description of this infrastructure requirement: There is an estimated \$958,000 in 'utility-side' upgrade costs related specifically to infrastructure and site prep costs. This cost is a National Grid cost linked with sites that are interconnected to the Rotterdam Sub-Station. Five (5) of the nine (9) proposed sites are interconnecting to the

same utility Sub-Station (Rotterdam) and we estimate that one of those 5 projects could exceed the allowable AC (Alternate Current) capacity. GE leveraged utility hosting capacity data from National Grid to conduct preliminary utility grid analysis. Reconductoring costs are electrical line upgrades that the National Grid needs to make to their lines to mitigate voltage violations, to manage over-voltage issues, and to potentially increase Alternate Current Capacity along the feeder lines. The total cost of reconductoring depends on the amount of line that must be replaced as well as the size and type of line, which will vary by circuit. These upgrades take place outside of the actual Solar array and the Solar Farms Point of Utility Interconnection. They are referred to as utility-side upgrades, since they are required outside of the fence of the Solar array.

Description of the Pilot Project

The pilot project is the execution of the Schenectady County Solar Energy Consortium Memorandum of Understanding (MOU) between the nine municipalities and General Electric. As stated earlier, this document prescribes a uniform set of legal templates that will be used between each of the municipalities individually and the developer: the land lease agreement, the utility credit purchase agreement term sheet and the utility credit purchase agreement. This project is fast tracked to begin implementation phase in April 2019: Execution of the land leases and the utility credit purchase agreements are scheduled for second quarter of the 2019. Construction of the sites is scheduled to begin in the third quarter of 2019.

Objective: To reduce costs for the County and its municipalities by building solar fields across the county that would generate energy.

Task 1: Engage with municipal leaders to create a partnership in the form of the Schenectady County Solar Consortium

- A. Hold a series of intergovernmental Cooperation Meetings attended by the Chief Elected Officers of each municipality, the Chair of the Intergovernmental Cooperation Committee, and the County Manager's Office.
 - I. Regularly held meetings,
 - II. Have elected officers and County staff in attendance,
- B. Identify the best process for selecting a single solar developer.
 - I. Process chosen was a collective request for proposal,
- C. Identify excess, municipal-owned land that could become potential sites for solar field development.
 - I. List of sites

Task 2: Prepare locations for solar field development so that they could be incorporated into RFP

- A. Enter into an agreement with the Schenectady Metroplex Development Authority to undertake the environmental cleanup and removal, site preparation, and demolition of the L&M Motel located at 2 Rice Rd in the Town of Rotterdam along with the surrounding sewer lines.
 - I. Finalized scope of work

- II. Finalized contract,
- B. The Schenectady County Capital Resource Corporation and the Land Bank contribute funding to Metroplex to help with these efforts.
 - I. Finalized scope of work
 - II. Finalized contract,
- C. Metroplex hires contractors to perform surveys and site preparation
 - I. Metroplex releases public bid,
 - II. Metroplex selects best available contractors.
- D. Metroplex's contractors develop the site for the County.
 - I. Existing structures are cleared away,
 - II. Sewer lines are removed,
 - III. Paid invoices,

Task 3: Find a solar developer through the RFP process

- A. Schenectady County aggregates all potential municipal sites into the RFP so that proposals have an understanding of the scope of work.
 - I. Final list of sites is included in the RFP
- B. Final RFP is publicly released.
 - I. # of proposals received
- C. The County Manager, the commissioner of Finance, and the County Attorney evaluate all proposals that were submitted
 - I. A final developer is selected (Developer chosen was GE Solar which became DSD Renewables)

Task 4: Schenectady County, specifically the County Manager's Office, the County Attorney's Office, and the Finance Commissioner, works in coordination with its Lead Developer to prepare for project implementation.

- A. The County establishes weekly implementation meetings with the developer
 - I. # of Meetings
- B. The County hosts workshops with each municipality and the developer to review the project scope, the required environmental and engineering site reviews and the economics of the project
 - I. # of Workshops
 - II. Municipalities' chief elected or their representatives are in attendance
- C. Aggregate all municipal electricity bills
 - I. Electricity bills are collected

- D. Develop a draft Memorandum of Understanding (MOU) between the County, the City, the five Towns, the two villages, and the developer. Agreement can also be used as a template for land leases and purchase power agreements.
 - I. Finalized template agreement
- E. Municipalities and County execute MOUs, land leases, and power purchase agreements.
 - I. Executed MOUs
 - II. Executed Land Leases
 - III. Executed PPAs
- F. The Developer conducted site and engineering evaluations of 17 sites, reducing the total number of sites
 - I. # of remaining sites
- G. The Developer performs the environmental reviews of all potential sites and prepared State Environmental Review (SEQR) assessments of each of the sites.
 - I. Completed environmental reviews
 - II. Completed SEQR assessments and approved by County Legislature
- H. The Developer submits and obtains authorization for solar credits on all solar sites from New York State Energy Research and Development Agency.
 - I. Final approval from NYSERDA

Task 5: The Developer finishes construction on all solar sites.

- A. The developer begins construction on all solar sites that passed site assessment and environmental reviews.
 - I. Installed solar arrays
 - II. Installed battery storage
 - III. Installed fencing around arrays and storage
- B. Solar arrays are connected to the electric grid
 - I. Electricity is generated through solar energy (measured in kWh)
 - II. Municipalities receive Renewable Energy Certificates

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0.00 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 60 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # C1001621

Page 2 of 4, Attachment D – Payment and Reporting Schedule

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form - Quarterly Report)	Start of contract through current date	3/31* 6/30* 9/30* 12/31*
MWBE Report (Form F – Quarterly Report)	1/31 through 3/31 4/1 through 6/30 7/1 through 9/30 10/1 through 12/31	3/31* 6/30* 9/30* 12/31*
	*Due every year during the contract period, as amended.	



Schenectady County Legislature

Committee on Economic Development and Planning

Hon. Haileab Samuel, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: August 30, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Economic Development and Planning
Honorable Haileab Samuel, Chair
Tuesday, September 3, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	10 A RESOLUTION REGARDING DESIGNATING CERTAIN COUNTY-OWNED PROPERTIES IN THE CITY OF SCHENECTADY AS BEING HELD IN TRUST FOR SUNY SCHENECTADY AS A SITE FOR AN AQUATICS CENTER	Legislator Samuel	

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 10

Title of Proposed Resolution:

A RESOLUTION REGARDING DESIGNATING CERTAIN COUNTY-OWNED PROPERTIES IN THE CITY OF SCHENECTADY AS BEING HELD IN TRUST FOR SUNY SCHENECTADY AS A SITE FOR AN AQUATICS CENTER

Purpose and General Idea:

Provides Authorization to Designate Certain Properties in Downtown Schenectady as Being Held in Trust for SUNY Schenectady for the Proposed SUNY Schenectady Aquatic Center

Summary of Specific Provisions:

Authorizes the designation of certain properties in downtown Schenectady as being held in Trust for SUNY Schenectady for the proposed SUNY Schenectady Aquatic Center:

222 South Ferry	234 South Ferry
145 South Church	139 Erie Boulevard
143 South Church	133 South Church
129.5 South Church	104 Fuller
4 Fuller	141 Erie Boulevard
232 South Ferry	228 South Ferry
230 South Ferry	254 South Ferry

Effects Upon Present Law:

None.

Justification:

The County has purchased 14 properties for a total of \$4,560,000 near SUNY Schenectady to hold in trust for the use by SUNY Schenectady as the proposed construction site of the aquatic center.

Sponsor: Legislator Samuel

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
Ray Gillen, Metroplex Chair
Christopher Gardner, County Attorney

Date: August 30, 2024

RE: Authorization to Designate Certain Properties in Downtown Schenectady as a Being Held in Trust for the Proposed SUNY Schenectady Aquatic Center and to Amend an Agreement with SUNY Schenectady & the Adirondack Aquatic Center

Attached are memoranda from Ray Gillen, Metroplex Chair, and Christopher Gardner, County Attorney, requesting authorization to designate certain properties in downtown Schenectady as being held in Trust for SUNY Schenectady for the purposes of the proposed SUNY Schenectady Aquatic Center. Specifically, these properties will become the site for the construction of the aquatic center.

In addition, they are also requesting authorization to amend the preliminary agreement that the County has with SUNY Schenectady and the Adirondack Aquatic Center that makes clear that SUNY Schenectady has full authority over the operations of the proposed Aquatic Center.

Attached is a list of the properties in question.

I recommend your approval.



MEMO

To: Rory Fluman
From: Ray Gillen
Date: August 22, 2024
Subject: Purchase of Properties to be held in trust for the College

The County has purchased 14 properties for a total of \$4,560,000 near SUNY Schenectady. The County plans to hold these parcels in trust for use by SUNY Schenectady as the site of the proposed Aquatic Center. SUNY has requested a resolution from the College (copy attached) as well as the County concerning this purchase as part of the planned Aquatics Center. This resolution is required so that the County can pursue funding from SUNY for approximately 50% of the purchase price.

We are requesting that this item be placed on the agenda for the September County Legislature meeting. Thank you.

cc: Christopher Gardner
Dr. Steady Moono
Patrick Ryan, Executive Vice President

SUNY SCHENECTADY
COUNTY COMMUNITY COLLEGE

MEMORANDUM

TO: Steady H. Moono, Ed.D.
President

FROM: Patrick C. Ryan 
Executive Vice President of Administration & Finance

DATE: August 2, 2024

RE: Purchase of Certain Properties in Downtown Schenectady for the SUNY Schenectady Aquatic Center

SUNY Schenectady proposes construction of an 80,000 square foot aquatic center located in downtown Schenectady in conjunction with Schenectady County and the Capital District Aquatic Center. This state-of-the-art facility will enhance academic and community programs at the college while fulfilling an important regional community need.

A tripartite agreement between the parties was ratified by the SUNY Schenectady Board of Trustees, the County Legislature and the Capital District Aquatic Center. Construction of the aquatic center is estimated at \$42 million which is being funded through Federal, State and private donations. In addition to construction costs, the County acquired properties in downtown Schenectady adjacent to the college to site the aquatic center.

The purpose of this resolution is to identify the fourteen properties acquired by the County held in trust for the College for the purpose of construction of the new SUNY Schenectady Aquatic Center. Acquisition of these properties total \$4,560,000 in total. The College will request State funding through the SUNY capital program for 50% reimbursement of the cost of these properties for this project.

Properties in the City of Schenectady include:

- 222 South Ferry Street
- 139 Erie Boulevard
- 232 South Ferry Street
- 228 South Ferry Street
- 254 South Ferry Street
- 145 South Church Street
- 4 Fuller Street
- 141 Erie Boulevard
- 104 Fuller Street
- 129.5 South Church Street
- 230 South Ferry Street
- 143 South Church Street
- 133 South Church Street
- 234 South Ferry Street

DRAFT RESOLUTION
August 19, 2024

**A RESOLUTION FOR THE PURCHASE OF CERTAIN PROPERTIES IN
DOWNTOWN SCHENECTADY BY SCHENECTADY COUNTY ON BEHALF OF
SUNY SCHENECTADY FOR THE SUNY SCHENECTADY AQUATIC CENTER**

WHEREAS, Schenectady County has purchased certain properties in downtown Schenectady for the benefit of the College to site the SUNY Schenectady Aquatic Center, and

WHEREAS, the County is in support of these purchases for the benefit of the College as SUNY Schenectady can only expand in this direction due to the Mohawk River flood plain and/or highways that surround the current campus; and

WHEREAS, SUNY Schenectady has already commenced expansion into the lower State St corridor with locations in the Mill Lane complex, Kindl Building and 13 State Street, and various other properties, this purchase will ensure the College will have access to real estate needed for the aquatic center; and

WHEREAS, the County purchased the properties as trustee of SUNY Schenectady to ensure their availability for this important academic and regional project, and the College will seek capital funding from SUNY/State of New York which will be used to reimburse the County for fifty (50%) percent of the purchase price; and

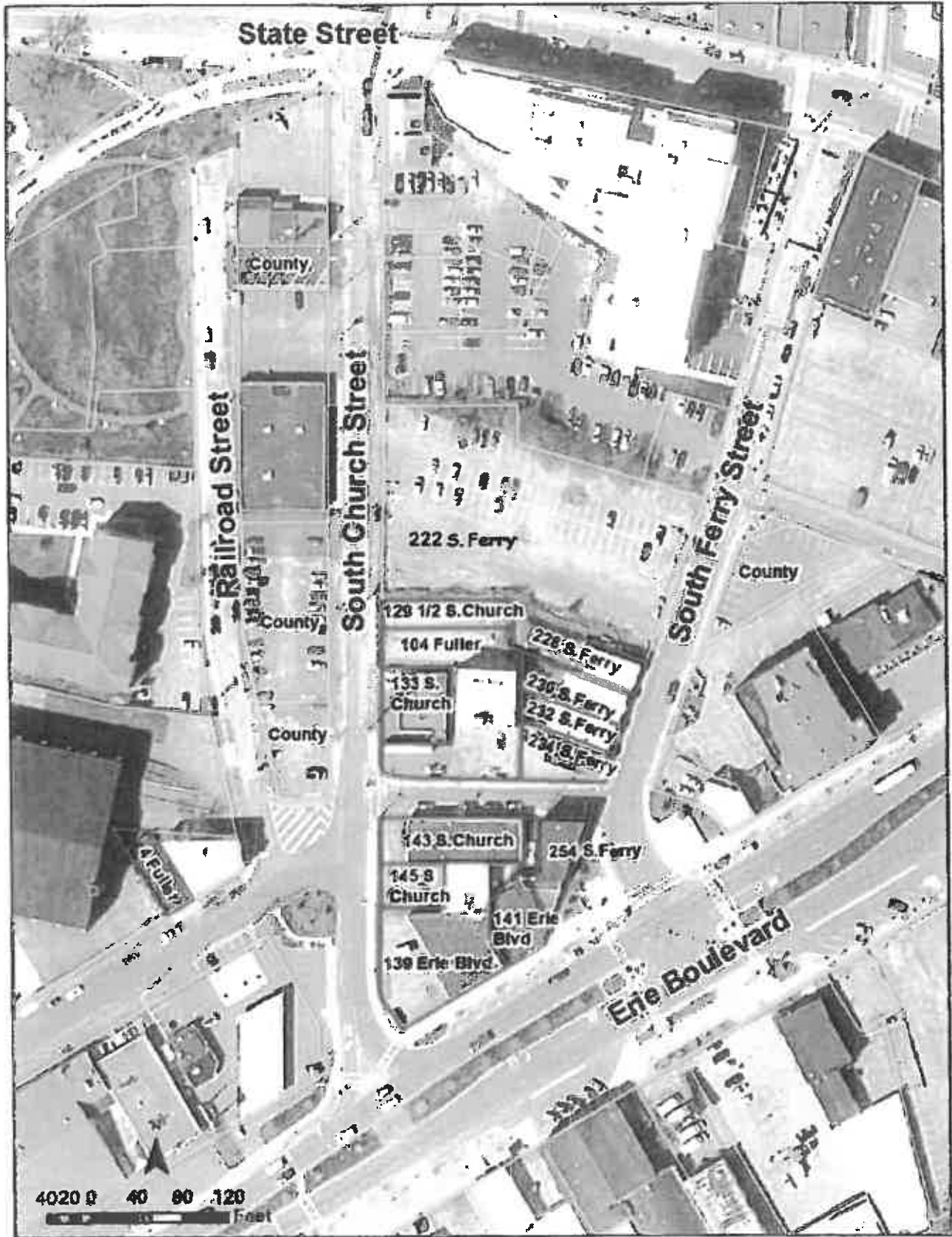
NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees approves the acceptance real estate purchased by the County for the SUNY Schenectady Aquatic Center to include the following parcels in the City of Schenectady:

- | | |
|--|--|
| - 222 South Ferry Street - \$1,215,000 | - 141 Erie Boulevard - \$360,000 |
| - 139 Erie Boulevard - \$500,000 | - 104 Fuller Street - \$645,000 |
| - 232 South Ferry Street - \$175,000 | - 129.5 South Church Street - \$75,000 |
| - 228 South Ferry Street - \$150,000 | - 230 South Ferry Street - \$150,000 |
| - 254 South Ferry Street - \$600,000 | - 143 South Church Street - \$195,000 |
| - 145 South Church Street - \$15,000 | - 133 South Church Street - \$105,000 |
| - 4 Fuller Street - \$125,000 | - 234 South Ferry Street - \$250,000 |

Total: \$4,560,000

**Schenectady County Community College
Aquatic Center Property Acquisition Detail**

Item #	Seller/Item	Property Address	Purchase Amount (Total)	Date of Purchase
1	111 Liberty Plaza LLC	222 South Ferry Street	\$ 1,000,000	1/7/2022
1a	DEC cleanup	222 South Ferry Street	\$ 215,000	1/7/2022
2	S. Johnson	141 Erie Blvd	\$ 360,000	3/25/2022
3	P & G Tiberio	139 Erie Blvd	\$ 500,000	3/8/2022
4	MFP Realty	104 Fuller Street	\$ 645,000	2/15/2022
5	MFP Realty	232 S. Ferry Street	\$ 175,000	2/15/2022
6	MFP Realty	129 1/2 S. Church Street	\$ 75,000	2/15/2022
7	Z. Prusky	228 S. Ferry Street	\$ 150,000	4/25/2022
8	Z. Prusky	230 S. Ferry Street	\$ 150,000	4/25/2022
9	J&F Hope House	254 S. Ferry Street	\$ 600,000	9/21/2022
10	Legere	143 S. Church Street	\$ 195,000	6/5/2024
11	Legere	145 S. Church Street	\$ 15,000	6/5/2024
12	Legere	133 S. Church Street	\$ 105,000	6/5/2024
13	Legere	4 Fuller Street	\$ 125,000	6/5/2024
14	R. Kurtz	234 S. Ferry Street	\$ 250,000	5/25/2022
		Total	\$ 4,560,000	



**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: August 29, 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 Revised 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**

The County Legislators passed a tripartite agreement on May 14, 2024 regarding the construction and operation of an Aquatic Center.

SUNY Schenectady with the assistance of Ray Gillen, has requested that the agreement be modified in order to meet the funding requirements of SUNY. The modifications make clear that SUNY Schenectady has full authority over the operation of the Aquatic Center.

I request that this revised agreement be forwarded to the County Legislature at its meetings on September 3rd and September 10th for the consideration and approval.

CHG/kah
Attachments

**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**

WHEREAS, the Adirondack Aquatic Center is a Not-for-Profit Corporation established in 2014 which is currently doing business as Capital Region Aquatic Center (hereinafter referred to as the Center) with oversight from a Board of Directors; and

WHEREAS, the County of Schenectady (hereinafter referred to as the County) is a Municipality organized under the Laws of the State of New York since 1809, and is the sponsor of Schenectady County Community College (hereinafter referred to as SUNY Schenectady); and

WHEREAS, SUNY Schenectady is a Community College organized and chartered under the Laws of the State of New York; and

WHEREAS, the County, SUNY Schenectady, and the Center are collaborating on the construction and operation of an approximately 80,000+/- square foot Aquatic Center that is expected to 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 IS HEREBY AGREED UPON, by and between the parties as follows, subject to approval by the Schenectady County Legislature, the SUNY Schenectady Board of Trustees and the Board of the Capital Region Aquatic Center:

I. Construction of an approximately 80,000+/- square foot Aquatic Center by the County of Schenectady in trust for SUNY Schenectady in collaboration with the Center.

A. Overview

The Center has received pledges in excess of \$20 million thus far for the construction and operation of an 80,000+/- square foot Aquatic Center which is projected to cost in excess of \$40 million. The County of Schenectady has assembled several parcels which are contiguous to SUNY Schenectady and owns these parcels in trust for SUNY Schenectady. With the assistance of Schenectady Metroplex, the County has demolished numerous buildings on the site. The cost of these acquisitions and demolitions is in excess of \$5 million. After considering many options for this site, both the County and SUNY Schenectady are collaborating with the Center in the construction of an 80,000+/- square foot Aquatic Center.

Pursuant to the rules and regulations governing the SUNY construction capital projects, it is anticipated that the State of New York will pay for approximately 50% of the construction costs of the Aquatic Center.

The latest projected cost estimate is \$41,731,551. A copy of this estimate dated November 1, 2023 is attached hereto as Exhibit A. This estimate was

provided by BBL Construction Services, LLC, and did not include a parking structure.

II. Role of the County of Schenectady in the construction and operation of the Aquatic Center.

- A. The County of Schenectady shall construct for the benefit of SUNY Schenectady an 80,000+/- square foot Aquatic Center with SUNY Schenectady and the Center.
- B. SUNY Schenectady shall operate this facility. It is anticipated that more detailed operational agreements will be developed.
- C. The County of Schenectady shall be fully responsible for all phases of design, architecture, engineering and construction of the Aquatic Center after consultation and agreement with both SUNY Schenectady and the Center on the general specifications and design of the facility.
- D. The County of Schenectady on behalf of SUNY Schenectady shall own the Aquatic Center in Trust for SUNY Schenectady.
- E. The County of Schenectady shall provide the site and make other acquisitions as necessary. The County shall provide additional funding as necessary.

III. Role of the Capital Region Aquatic Center in the construction of the Aquatic Center.

A. The Center has pledges in excess of \$21.5 million towards the construction and operations of the Aquatic Center as set forth below:

COMMITMENTS TO FUNDING

<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	through 5.1 million	No
(The Speaker of the Assembly Carl Heastie and Assemblyman Angelo Santabarbara)		
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

*See III C.

- B. The Center and SUNY Schenectady shall continue to raise additional funds for the construction and operation of the facility and shall seek additional resources and funding as needed.
- C. The Center shall contribute 90% of the funds raised towards the construction of the Aquatic Center, with 10% of the funds being reserved for an operational fund of up to \$2 million.
- D. The College shall make available to the County Auditor and the County Department of Finance, all information and documents related to its financial status, with quarterly financial statements provided.

- E. The Center shall provide to the County and to SUNY Schenectady all preliminary design and engineering documents developed thus far.

IV. The role of SUNY Schenectady in the construction and operation of the Aquatic Center.

- A. SUNY Schenectady shall fully collaborate with the County and the Center in the design, construction, and financing of the Aquatic Center.
- B. SUNY Schenectady shall work cooperatively with the County and the Center to coordinate the financing of this project and to seek available State of New York funding for this project.
- C. SUNY Schenectady recognizes the significant benefits that the Aquatic Center brings with it to the college and will work cooperatively with the County and the Center to maximize the community and educational benefits provided by the Aquatic Center. Attached hereto as Exhibit B is the response submitted to the NY SWIMS RFI (Request for Information) seeking additional state funds which outlines the numerous community benefits of this project.
- D. SUNY Schenectady will work to develop to all further necessary operational agreements.

V. Operation of an approximately 80,000+/- square foot Aquatic Center.

A. Overview

The College will operate the Aquatic Center. The goal of this operational agreement is threefold:

1. Ensure that SUNY Schenectady can fully utilize the facility for intercollegiate meets, swimming instruction for all students, staff, and community-wide K-12 learn to swim programs in the County, and any

swimming programs that SUNY Schenectady deems appropriate, including academic, workforce and community education programing.

2. Maximize rental revenue to the extent possible by hosting competitive swimming events, and charge for pool use for these events at a rate agreed upon by the parties. A copy of the Center's business plan including estimated revenues and expenses are attached hereto as Exhibit C. On an annual basis, all revenues of the Center in excess of expenses shall be held by to the College which shall maintain a separate segregated capital and operational fund which shall be used by the College for capital repairs and improvements to the facility. The goal, to the extent possible, is to have the Aquatic Center be self-sustaining. The parties shall seek to commence each fiscal year with a reserve of \$2 million, for the Center's ongoing operations.

The parties recognize that these projections of revenue and expenses are a good faith estimate and are subject to changes which may be agreed upon by the parties.

VI. Additional Items for Consideration and Inclusion in future Construction and Operational Agreements.

- A. Parking;
- B. Additional Property Acquisitions as needed;
- C. Insurance;
- D. Staffing of Facility;
- E. Rental Rates for Facility;
- F. Name and Naming Rights;
- G. Community Benefits;
- H. Concession Stand Operations;
- I. Annual Budgeting Procedures and Approvals; and
- J. Annual Auditing of Operational Budget.

VII. Creation of an Aquatic Center Oversight Advisory Board.

- A. The County of Schenectady, SUNY Schenectady and The Center hereby agree to create a Seven Member Aquatic Center Oversight Advisory Board (hereinafter referred to as the Board).
- B. The Board shall be appointed as follows:
1. The County Manager of Schenectady County shall appoint two members subject to approval by the County Legislature.
 2. The President of SUNY Schenectady shall appoint three members subject to approval by the Board of Trustees.
 3. The Board of Directors of the Center shall appoint two members.
 4. The term of all appointments shall be four (4) years. There is no limit on the number of terms any board member may serve.
- C. Meetings of the Aquatic Center Oversight Advisory Board.
1. The Board shall meet on a quarterly basis, or more often as necessary.
 2. The Board shall elect one of its members to Chair the meetings for a term of two years. There is no limit on the number of terms that a member can serve as Chair.
- D. The Aquatic Center Oversight Advisory Board shall have the following powers:
1. The Board shall make recommendations to SUNY Schenectady regarding budgetary issues in the initial start-up phase. Thereafter, the Board shall work collaboratively with the Center, the County

of Schenectady and SUNY Schenectady as part of the normal annual budgetary process to ensure that the Center is operating in an efficient fashion, and achieving the goals set forth in this agreement, and achieving such other goals as envisioned by SUNY Schenectady.

- E. The Board shall be consulted by the Center on major issues that need to be addressed for the safe and efficient operation of the facility.
- F. The Office of the County Attorney shall be available to the Board on any legal issues.
- G. The Board on a quarterly basis shall receive a financial report from the Center for its review and approval. It may request staff from the Center, the County of Schenectady and SUNY Schenectady to attend these meetings on an as-needed basis.
- H. Written notice of each meeting shall state the time, date and location of each meeting. The meetings shall be governed by Robert's Rules of Order. A quorum consists of more than 50% of the total number of members who appear in person or by video conference.

Adirondack Aquatic Center

Schenectady County Community College

By: _____
Kara Haraden, President

By: _____
Dr. Steady Moono, President

County of Schenectady

Approved as to form and content
this ___ day of September, 2024.

By: _____
Rory Fluman,
County Manager

By: _____
Christopher H. Gardner,
County Attorney

STATE OF NEW YORK

COUNTY OF

ss.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared KARA HARADEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared STEADY MOONO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared RORY FLUMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

EXHIBIT A

Estimate Summary - Condensed

Capital Region Aquatics Center / Alameda Aquatics Center Addition

12/1/2025 09:02 AM Page 1

DBL Construction Services, LLC
Project Estimate of

Estimate No: 23372
Estimate Date: 9/27/2025

CSI#	Description	Total	\$ / SF
1-0110	Excavating	300,000	2.72
57-0110	Struct. Prep	150,000	1.36
20-0000	Sub Improvements	0	0.00
20-0110	Permit & Surcharges	0	0.00
20-0100	Site Control & Clean	60,000	.54

Total of CSI Quotes: **510,000** @ \$/SF 411.46

Final Adjustments

	Final
Tax Stamp	0
	52,251,345
Design Contingency 0%	1,001,017
Construction Contingency 0%	1,001,017
Design Fee	2,257,010
	56,510,389
Construction Sign-off-Final Fee	2,000,000
	44,510,389
General & Bonded Liability Insurance	134,001
Builder's Risk Insurance	40,000
	0
Building Permit - Excluded	0
Add of 10% Owner's Participation 0%	0
Grand Total:	41,731,017
Owner Fee:	66,710
0 / SF	877

EME Construction Services, LLC
Project Address: #1

W/Contract

Capital Region Aquatics Center / Affordable Aquatics Center Renovation
Estimate No: 1517 Estimate Date: 07/10/10

Item No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
---------	-------------	----------	------	-------	-------	----------	-----	-------

Section: 010000 General Conditions

Zone 1		Estimate Address: #1						
10	Construction Timeline 15 months-45 wks	Zone 1		0	0	0	0	0.00
20	Project Executive	Zone 1	100.00	hr	Y	100.00	0	100.00
30	Senior Project Manager	Zone 1	2100.00	hr	Y	2100.00	0	2100.00
40	Project Manager	Zone 1	2700.00	hr	Y	2700.00	0	2700.00
50	Assistant Project Manager	Zone 1	1700.00	hr	Y	1700.00	0	1700.00
60	Superintendent	Zone 1	2000.00	hr	Y	2000.00	0	2000.00
70	Assistant Superintendent	Zone 1	1300.00	hr	Y	1300.00	0	1300.00
80	Safety Director	Zone 1	200.00	hr	Y	200.00	0	200.00
90	Project Clerk	Zone 1	200.00	hr	Y	200.00	0	200.00
Zone 1 - Total						1,000.00	0	1,000.00
010000 General Conditions - Total						1,000.00	0	1,000.00

Section: 015000 Temp Facilities & Controls

Zone 1		Estimate Address: #1						
10	Logos & quality control survey - touch model	Zone 1	1.00	hr		0	0	1.00
20	Job Trailer	Zone 1	2.00	hr		0	0	2.00
30	Yarding (General)	Zone 1	1.00	hr		0	0	1.00
40	Temp Weather Service - Installation	Zone 1	2.00	hr		0	0	2.00
50	Temp Shields - Construction	Zone 1	1.00	hr		0	0	1.00
60	Temp Poles	Zone 1	1.00	hr		0	0	1.00
70	Temp Construction Water	Zone 1	1.00	hr		0	0	1.00
80	Temp Security (per month per unit)	Zone 1	2.00	month	Y	0	0	2.00
90	PERMITS	Zone 1	1.00	hr		0	0	1.00
100	Rice Production	Zone 1	1.00	hr		0	0	1.00
110	Safety Equipment/Supply other	Zone 1	1.00	hr		0	0	1.00
120	Maintenance	Zone 1	1.00	hr		0	0	1.00
130	Job Sign	Zone 1	1.00	hr		0	0	1.00

Number:

Section: 015000 Temp Facilities & Controls

Page 3 11/10/16 09:53 AM

Section Details - Continuation

201 Construction Services, LLC
Project Engineer: [illegible]

Capital Region Aquatics Center / Allentown Aquatics Center Expansion
November 2017
Estimate Date: Partial

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
148	Temp office, with utility	11.00	sqm	0	0	1,200.00	0	1,200.00
149	Winter Construction	1.00	allow	0	0	0	15,000.00	15,000.00
150	Cleaning weekly	100.00	hour	25,000	0	0	0	25,000.00
151	Demolition, project	10,000.00	sqft	0	0	0	0	0.00
152	Paint Cleaning	10,000.00	sqft	0	0	0	0	0.00
Zone 1 - Total				25,000	0	1,200.00	15,000.00	21,200.00
01000 Temp Facilities & Controls - Total				25,000	0	1,200.00	15,000.00	21,200.00

Section: 020000 Building Demolition

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
153	Building Demol - Single story structure but foundation	1,000.00	sqft	0	0	0	20,000.00	20,000.00
154	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
155	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
156	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
157	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
158	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
159	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
160	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
161	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
162	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
163	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
164	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
165	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
166	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
167	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
168	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
169	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
170	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
171	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
172	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
173	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
174	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
175	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
176	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
177	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
178	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
179	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
180	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
181	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
182	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
183	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
184	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
185	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
186	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
187	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
188	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
189	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
190	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
191	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
192	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
193	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
194	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
195	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
196	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
197	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
198	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
199	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
200	Demolition of concrete foundation	1,000.00	sqft	0	0	0	0	0.00
Zone 1 - Total				0	0	0	20,000.00	20,000.00
020000 Building Demolition - Total				0	0	0	20,000.00	20,000.00

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

Section: 020700 Selective Demolition

Overridden Estimate: 0

Section: 020700 Selective Demolition

Section Details - Concretes

SBC Construction Services, LLC
Project Estimate of

0/Overriden

Capital Region Agric Center / Adirondack Agric Center Reimburse
Estimate No: 0078 Estimate Date: 11/20/88

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
				0	0	0	0	0
Total								
020700 Concrete Foundation - Total								
				Zone 1 - Concrete Columns (See 020700)				0
				020700 Concrete Foundation - Total				0

020900 Hazardous Material Abatement
Overridden to 0
See Distribution Below

Section: 020900 Hazardous Material Abatement

Overridden								
				0	0	0	0	0
Total								
020900 Hazardous Material Abatement - Total								
				Zone 1 - Concrete Columns (See 020900)				0
				020900 Hazardous Material Abatement - Total				0

Section: 030000 Concrete

Line	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
26	Forming Reinforced Concrete	Zone 1	sq ft	0	0	0	401.00	401.00
27	Form Work	Zone 1	sq ft	0	0	0	78.00	78.00
28	Form W/ Form, Single Ctr Shoring 12'	Zone 1	sq ft	1,800.00	200.00	2,000.00	0	3,800.00
29	Set Anchor Bolt and Grout	Zone 1	sq ft	75.00	0	2.00	0	77.00
30	Foundation Foundation 2' High Board	Zone 1	sq ft	1,800.00	0	11.00	0	1811.00
31	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	0	0
32	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	181.00	181.00
33	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	181.00	181.00
34	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	141.00	0	141.00
35	Foundation Foundation 2' High Board	Zone 1	sq ft	1,800.00	0	11.00	0	1,811.00
36	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	0	0
37	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	0	0
38	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	0	0
39	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	0	0
40	Foundation Foundation 2' High Board	Zone 1	sq ft	0	0	0	0	0

Active

Section: 030000 Concrete

BEL Construction Services, LLC
Project Address: #1

v Quantities

Section Details - Continuation

Capital Center Aquatics Center / Allendale Aquatics Center Renovation
Document No: 0311
Drawing Date: 01/27/11

Line No	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
67	Adjust Quantities and add for 20' / 10'	Zone 1 1.00	E				20,000.00	20,000.00
Zone 1 - Total							20,000.00	20,000.00
040000 Miscany - Total							20,000.00	20,000.00

Zone 1

Section: 031200 Structural Steel

Line No	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
68	Structural Steel Roof Framing @ Industrial Building (11,025 SF)	Zone 1 19.00	sq				1,800.00	1,800.00
69	Structural Steel Roof Framing @ Commercial Pool (4,304 SF)	Zone 1 20.00	sq				1,800.00	1,800.00
70	Structural Steel Roof Framing @ Competition Pool (42,500 SF)	Zone 1 59.00	sq				1,800.00	1,800.00
71	Structural Steel Roof Framing @ Drive Walk (11,930 SF)	Zone 1 34.00	sq				1,800.00	1,800.00
72	Steel Roof Supplemental Steel Framing for Deck @ Existing (1,377 SF)	Zone 1 11.00	sq				1,800.00	1,800.00
73	Steel Support @ Steel Ceilings	Zone 1 20.00	sq				1,800.00	1,800.00
74	Structural Steel Deck @ Existing	Zone 1 11,025.00	SF				0.00	0.00
75	Steel Decking - Roof Type B @ Existing	Zone 1 1,000.00	SF				0.00	0.00
76	Steel Decking - Aluminum @ Competition Pool	Zone 2 21,000.00	SF				0.00	0.00
77	Steel Decking - Aluminum @ Drive Walk	Zone 2 11,000.00	SF				0.00	0.00
78	Steel Decking - Aluminum @ Existing Pool	Zone 1 1,000.00	SF				0.00	0.00
Zone 1 - Total							12,000.00	12,000.00
031200 Structural Steel - Total							12,000.00	12,000.00

Zone 1

Section: 054000 Cold Formed Metal Framing

Line No	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
79	Exterior Wall Panel 2x4 Metal Deck / Drive Walk / Other Deck	Zone 1 11,025.00	SF				0.00	0.00
80	Exterior Wall Panel 2x4 Metal Deck / Existing	Zone 1 11,000.00	SF				0.00	0.00
Zone 1 - Total							0.00	0.00

Number

Section: 054000 Cold Formed Metal Framing

Section Details - Continous

302 Construction Services, LLC
Project Name: 01

Capital Region Aquatic Center / Advanced Aquatic Center Renovation
Estimate No: 0111 Month/Year: 03/2015

Line #/PC	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
014000 Architectural Woodwork - Total				0	0	0	116,750	116,750

Section: 071000 Waterproofing

Zone 1		Section Estimate: 01						
16	Waterproofing for elevator pits	1.00	sq	0	0	0	1,100.00	1,100.00
17	Waterproofing of pool equipment	1.00	sq	0	0	0	21,000.00	21,000.00
Zone 1 - Total				0	0	0	22,100.00	22,100.00
071000 Waterproofing - Total				0	0	0	22,100	22,100

072000 Insulation
Override to... 0
See Distribution Below

Section: 072000 Insulation

Zone 1		Section Estimate: 01						
Override				0	0	0	0	0
Total				0	0	0	0	0
072000 Insulation - Total				0	0	0	0	0

Section: 074000 Insulated Metal Wall Panel

Zone 1		Section Estimate: 01						
18	100' 7 1/2" Insulated wall panels per square	10.00	sq	0	0	0	62,250.00	62,250.00
19	100' 7 1/2" Insulated wall panels per square	10.00	sq	0	0	0	1,100.00	1,100.00
Zone 1 - Total				0	0	0	63,350.00	63,350.00
074000 Insulated Metal Wall Panel - Total				0	0	0	63,350	63,350

Section: 075000 Membrane Roofing

Zone 1		Section Estimate: 01						
19	fully adhered 60 mil EPDM, sloped areas deck surface, incl coping, etc.	1.00	sq	0	0	0	1,711,075.00	1,711,075.00
Zone 1 - Total				0	0	0	1,711,075.00	1,711,075.00
075000 Membrane Roofing - Total				0	0	0	1,711,075	1,711,075

Section: 079200 Joint Sealants

Zone 1		Section Estimate: 01						
19	Joint Sealant for building	1.00	sq	0	0	0	4,375.00	4,375.00
Zone 1 - Total				0	0	0	4,375.00	4,375.00

Section: 079200 Joint Sealants

Section Details - Continues

ACE Construction Services, LLC
Project Location: 02

to Complete

Capital Region Airport/Campus 1 Administration/AgriCenter Rehabilitation
Estimate No: 0117
Revised Date: 10/20/00

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
019200 Joint Sealants - Total				0	0	0	45.92	45.92

Section: 081100 Doors, Frames & Hardware

Zone 1				Section Estimate of				
18	Interior Swing Doors -	30.00	ea	195.00	0	1200.00	0	1395.00
				195.00	0	1200.00	0	1395.00
20	Insulated Interior Doors -	30.00	ea	195.00	0	1200.00	0	1395.00
	INSULATED			195.00	0	1200.00	0	1395.00
24	Insulated Double Interior	2.00	ea	90.00	0	1200.00	0	1290.00
	Doors - THORNTON			180.00	0	2400.00	0	2580.00
Zone 1 - Total				375.00	0	2400.00	0	2775.00
081100 Doors, Frames & Hardware - Total				375.00	0	2400.00	0	2775.00

083000 Overhead & Ceiling Doors
Overhead to... 0
See Distribution Below

Section: 083000 Overhead & Ceiling Doors

Zone 1				Section Estimate of				
Overhead				0	0	0	0	0.00
Total				0	0	0	0	0.00
083000 Overhead & Ceiling Doors - Total				0	0	0	0	0.00

Section: 084000 Entrances & Curtainwall

Zone 1				Section Estimate of				
1	Alum. Curtainwall Single	100.00	sq ft	0	0	0	66.00	66.00
	Walls						66.00	66.00
30	Ext. Alum. Sidelight (Kawneer	1.00	sq ft	0	0	0	78.00	78.00
	4817) w/ Insulated & Low-E						78.00	78.00
	Glass							
40	Ext. Medium Style Alum.	2.00	sq ft	0	0	0	234.00	234.00
	Doors (Kawneer 190) w/ Glass						234.00	234.00
70	IMP floor & base, composite			0	0	0	4000.00	4000.00
	slabs w/ hardware						0	0
70	Ext. Alum. Sidelight (Kawneer	1.00	sq ft	0	0	0	78.00	78.00
	4817) w/ Tempered Glass						78.00	78.00
80	Ext. Medium Style Alum.	2.00	sq ft	0	0	0	234.00	234.00
	Doors (Kawneer 190) w/						77.00	77.00
	Hardware 3070							
90	- Add for section and power			0	0	0	200.00	200.00
	specifier - low voltage wall panel						0	0

Section: 084000 Entrances & Curtainwall

Section Details - Continuum

BBB Construction Services, LLC
Project Reference: 01

11-010000

Capital Light Aquatics Center / Advanced Aquatics Center
Location: NYU

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
100				0	0	0	0	0.00
105	8-4" dia. Manual Kneeling Entry Door	2.00	ea	0	0	0	120,000.00	240,000.00
110	Double Aluminum Sliding Doors Per Manufacturer	0.00	ea	0	0	0	0	0.00
Zone 1 - Total				0	0	0	120,000.00	120,000.00
004000 Entrances & Circulation - Total				0	0	0	120,000.00	120,000.00

Section: 080000 Glass & Glazing

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Large wall mirror	100.00	sq ft	0	0	0	72,000.00	72,000.00
2	Thin Mirror Light Glazing Alternative	1.00	sq ft	0	0	0	2,000.00	2,000.00
Zone 1 - Total				0	0	0	74,000.00	74,000.00
080000 Glass & Glazing - Total				0	0	0	74,000.00	74,000.00

Section: 092000 Framing & Drywall

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	GWB Solid / Reinforced Lobby and Corridor	1,200.00	sq ft	0	0	0	172,800.00	172,800.00
20	Partitions General Non-Rated GWB Parting w/ 1/2" Bolting Double/Flt Walls	1,000.00	sq ft	0	0	0	70,000.00	70,000.00
40	Partitions General Non-Rated GWB Wall	11,000.00	sq ft	0	0	0	165,000.00	165,000.00
Zone 1 - Total				0	0	0	307,800.00	307,800.00
092000 Framing & Drywall - Total				0	0	0	307,800.00	307,800.00

Section: 093000 Tile

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Concrete Floor Tile - 12x12	4,500.00	sq ft	0	0	0	54,000.00	54,000.00
15	- Add the same drywall	4,500.00	sq ft	0	0	0	22,500.00	22,500.00
20	Concrete Wall Tile (w/ 1/2" Bolting)	14,000.00	sq ft	0	0	0	210,000.00	210,000.00
30	Concrete Tile Base (w/ 1/2" Bolting)	1,000.00	sq ft	0	0	0	10,000.00	10,000.00
Zone 1 - Total				0	0	0	296,500.00	296,500.00
093000 Tile - Total				0	0	0	296,500.00	296,500.00

Section: 095000 Acoustical Ceilings

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
Section: 095000 Acoustical Ceilings								

Section Details - Continuation

BBB Construction Services, LLC
Project Estimator of

Capital Right Aquatics Center / Adventure Aquatics Center - Richardson
Estimate No. 2311 Estimate Date: 10/14/10

Line No	Description	Quantity	Unit	Labor	Eqpy	Material	Sub	Total
1	Z2 ACT	11,000.00	Sq Ft				1.00	11,000
	Zone 2			0	0	0	11,000	11,000
2	Z2 ACT per Boundary	2,000.00	Sq Ft				0	0
	Zone 1			0	0	0	0	0
Zone 1 - Total				0	0	0	0	0
093000 Acoustical Ceiling - Total				0	0	0	11,000	11,000

Section: 093400 Acoustical Wall Panels & Insul

Line No	Description	Quantity	Unit	Labor	Eqpy	Material	Sub	Total
10	Acoustic Wall Panels - Allowance	100.00	Sq Yd				23.00	23.00
	Zone 1			0	0	183,200	183,200	183,200
Zone 1 - Total				0	0	183,200	183,200	183,200
093400 Acoustical Wall Panels & Insul - Total				0	0	183,200	183,200	183,200

Section: 096000 Resilient Flooring & Carpet

Line No	Description	Quantity	Unit	Labor	Eqpy	Material	Sub	Total
10	Carpet - Office/Reception/Waiting/Video Production/Video Review	11,000.00	Sq Yd				13,000	24,000
	Zone 2			0	0	0	13,000	13,000
20	LVT - Lobby/Concourse/Queue/Concourse/Queue	11,000.00	Sq Yd				11,000	22,000
	Zone 2			0	0	0	11,000	11,000
30	Rubber Mats	10,000.00	Sq Yd				1,000	11,000
	Zone 1			0	0	0	1,000	1,000
Zone 1 - Total				0	0	0	11,000	11,000
096000 Resilient Flooring & Carpet - Total				0	0	0	25,000	44,000

Section: 096700 Floor Coatings

Line No	Description	Quantity	Unit	Labor	Eqpy	Material	Sub	Total
10	Fluid Applied Epoxy Flooring	10,000.00	Sq Yd				10,000	20,000
	Zone 1			0	0	0	10,000	10,000
20	Epoxy Base	10,000.00	Sq Yd				10,000	20,000
	Zone 1			0	0	0	10,000	10,000
Zone 1 - Total				0	0	0	20,000	40,000
096700 Floor Coatings - Total				0	0	0	20,000	40,000

Section: 099000 Paint & Wall Covering

Line No	Description	Quantity	Unit	Labor	Eqpy	Material	Sub	Total
10	Paint Interior Suspended Ceiling	10,000.00	Sq Yd				1,000	11,000
	Zone 1			0	0	0	1,000	1,000
20	Paint Interior Door and Frames	10,000.00	Sq Yd				1,000	11,000
	Zone 1			0	0	0	1,000	1,000
30	Paint Interior GWB Walls - 50% Epoxy	10,000.00	Sq Yd				1,000	11,000
	Zone 1			0	0	0	1,000	1,000

Section: 099000 Paint & Wall Covering

SEI Construction Services, LLC
Project Director: *[illegible]*

at *[illegible]*

Capital Region Jewish Center / Adornick Aquatic Center Renovation
Address: 3712 *[illegible]* Estimate Date: 1/2012

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
65	Paint Interior Masonry Walls - 50% Epoxy	39,000.00	sq ft	0	0	0	149,802	149,802
66	Paint Concrete (Finish/Smooth, Landing Deck, Zone 1 Mechanical Room)	1,834.20	sq ft	0	0	0	2,702	2,702
70	Paint Interior Masonry Walls - 100% Epoxy	1,660.00	sq ft	0	0	0	26,400	26,400
Zone 1 - Total				0	0	0	178,904	178,904
109000 Paint & Wall Covering - Total				0	0	0	178,904	178,904

Section: 100000 Specialties

Section Estimate of

				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 Estimate of

10	Mechanical/Plumbing/Display Board Aluminum	1.00	lot	0	0	0	10,000.00	10,000.00
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 Estimate of

10	Interior Signage - Aluminum	1.00	lot	0	0	0	10,000.00	10,000.00
20	Exterior Signage - Aluminum	1.00	lot	0	0	0	40,000.00	40,000.00
Zone 1 - Total				0	0	0	50,000	50,000
101400 Signage - Total				0	0	0	50,000	50,000

Section: 102110 Toilet Compartments

Section Estimate of

10	Toilet partitions, plastic	25.00	ea	0	0	0	2,000.00	1,800.00
20	Toilet areas, plastic	9.00	sq ft	0	0	0	200.00	200.00
Zone 1 - Total				0	0	0	2,200	2,000
102110 Toilet Compartments - Total				0	0	0	2,200	2,000

Section: 102600 Wall Protection FRP

Section Estimate of

Zone 1				0	0	0	0	0
Section: 102600 Wall Protection FRP				0	0	0	0	0

BML Construction Services, LLC
Project Number: 03

03/03/03

Capital Region Aquatics Center / Adams Park Aquatics Center Extension
Issue No: 0001 Estimate Date: 02/08/03

Line No	Description	Quantity	Unit	Cost	Material	Sub	Total
12660 Guardrail/Handing System - Total							10.0
Zone 1 - Overall Cost (See 121100)							1
12660 Guardrail/Handing System - Total							1

Section: 124000 Floor Mat & Frames

Zone 1		Cost Estimate of						
70	Non-Skid Floor Mat - Per Rectangular	260.00	SF	0	0	0	260.00	
Zone 1 - Total							260.00	
124000 Floor Mat & Frames - Total							260.00	

Section: 191110 Swimming Pool Structure

Zone 1		Cost Estimate of						
70	Pool Concrete			0	0	0	0	
20	Construction Foot (15,283 SF)	28.26	SF	0	0	0	1,413.00	
30	Structural Foot (210 SF)	198.19	SF	0	0	0	1,800.00	
40	Base Wall Foot (6,415 SF)	21.12	SF	0	0	0	1,056.00	
50	TM Slab Deck - Foot Finish	22.11	SF	0	0	0	221.10	
60	TM Slab Deck - Foot Finish	22.11	SF	0	0	0	221.10	
70	Mechanical Room	194.00	SF	0	0	0	1,940.00	
80	Balance Tank	48.25	SF	0	0	0	482.50	
90				0	0	0	0	
100	Pool Floor Finish (Lans material and target)	31,894.00	SF	0	0	0	318,940.00	
110	ACR Budget (710,000 S.F./Finish @ 450 S.F.)			0	0	0	0	
Zone 1 - Total							2,102.50	
191110 Swimming Pool Structure - Total							2,102.50	

Section: 191119 Swimming Pools

Zone 1		Cost Estimate of						
15	400 Pool Mechanical Room (2400 SF) ***			0	0	0	0	
20	Pool Mechanical Systems - General (2 Pools)	1.00	HC	0	0	0	1,300,000.00	
30				0	0	0	0	
Zone 1 - Total							1,300,000.00	

Amount:

Section: 191119 Swimming Pools

Aug 14 11:55:15 06:45 AM

Section Details - Continuous

BEL Construction Services, LLC
Project Address: 01

01/06/2018

Capital Region Aquatics Center / Allendale Aquatics Center Renovation
Estimate No: 1877
Contract No: 187001

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
65	040 Competition Pool (12, 125 SF) etc	1.00	sq	0	0	0	0	0.00
66	Special Steel Reinforcing Reinforcement System	1.00	sq	0	0	0	195,000.00	195,000.00
67	Miscellaneous Hardware (Two 125 x 5W x 4-075)	1.00	sq	0	0	0	67,000.00	67,000.00
68	Deck Equipment (2x12 grade, rounded edge, stainless)	1.00	sq	0	0	0	41,000.00	41,000.00
69	Competition Equipment (Seating Platform, Lane Lines)	1.00	sq	0	0	0	200,000.00	200,000.00
70	Fencing System with 2x4x8 Plywood Panels	1.00	sq	0	0	0	230,000.00	230,000.00
71	Access Lids	1.00	sq	0	0	0	21,000.00	21,000.00
72				0	0	0	0	0.00
73				0	0	0	0	0.00
74	040 Dive Well Pool (34x12 SF) etc	1.00	sq	0	0	0	0	0.00
75	Outdoor Steel Reinforcing Reinforcement System	1.00	sq	0	0	0	120,000.00	120,000.00
76	Fencing System and Platform Flooring	1.00	sq	0	0	0	190,000.00	190,000.00
77	Tower Rail Guards	1.00	sq	0	0	0	110,000.00	110,000.00
78	Deck Equipment (2x12 grade, rounded edge, stainless)	1.00	sq	0	0	0	41,000.00	41,000.00
79	1/2" x 4" Spring Boards	1.00	sq	0	0	0	21,000.00	21,000.00
80	Access Lids	1.00	sq	0	0	0	21,000.00	21,000.00
81				0	0	0	0	0.00
82				0	0	0	0	0.00
83	040 International Pool (12, 125 SF) etc	1.00	sq	0	0	0	0	0.00
84	Special Steel Reinforcing Reinforcement System	1.00	sq	0	0	0	195,000.00	195,000.00
85	Deck Equipment (2x12 grade, rounded edge, stainless)	1.00	sq	0	0	0	41,000.00	41,000.00
86	Access Lids	1.00	sq	0	0	0	21,000.00	21,000.00
87				0	0	0	0	0.00
88	Pool Design/Construction	1.00	sq	0	0	0	0	0.00
89	ADDP Planning, Architecture, & Engineering	1.00	sq	0	0	0	150,000.00	150,000.00
90	ADDP Pool Construction	1.00	sq	0	0	0	200,000.00	200,000.00
91	PPH Allowance (Maintenance & Safety Equip, Chemicals, Life Guard Chairs)	1.00	sq	0	0	0	75,000.00	75,000.00

Amount:

Section 131113 Swimming Pools

BSE Construction Services, LLC
Project: Johnson #11

in Available

Section Details - Continuation
Capital Region Aquatics Center / Advanced Aquatics Center Refurbishment
Release No: 2017
Release Date: 12/10/2011

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1 - Total								
131115	Swimming Footh - Total			0	0	0	4,282.00	4,282.00
131116	10M Diving Platform			0	0	0	4,282.00	4,282.00

131116 10M Diving Platform
Overridden to... 1,000,000
See Distribution Below

Section: 131115 10M Diving Platform

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1 - Total								
131115	10M Diving Platform - Total			0	0	0	1,000,000	1,000,000
								1,000,000
								1,000,000

Section: 133416 Grandstands / Bleachers

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
133416	Grandstands / Bleachers	1,000.00	SqFt	0	0	0	175,000	175,000
133416	Grandstands / Bleachers	1,000.00	SqFt	0	0	0	200,000	200,000
								100,000
								100,000
Zone 1 - Total								
133416	Grandstands / Bleachers - Total			0	0	0	315,000	315,000
								315,000
								315,000

Section: 142100 Elevators

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
142100	Elevators	1.00	Unit	0	0	0	100,000	100,000
								100,000
								100,000
Zone 1 - Total								
142100	Elevators - Total			0	0	0	100,000	100,000
								100,000
								100,000

Section: 210000 FIRE PROTECTION

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
210000	FIRE PROTECTION	1.00	Unit	0	0	0	20,000	20,000
								20,000
								20,000
Zone 1 - Total								
210000	FIRE PROTECTION - Total			0	0	0	20,000	20,000
								20,000
								20,000

Section: 220000 PLUMBING

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1								
220000	PLUMBING	1.00	Unit	0	0	0	20,000	20,000
								20,000
								20,000
Zone 1 - Total								
220000	PLUMBING - Total			0	0	0	20,000	20,000
								20,000
								20,000

Section: 230000 PLUMBING

Section Details - Continuation

BSE Construction Services, LLC
Department of

W/Qualitas

Capital Bayou Aquatic Center / Allendale Aquatic Center Renovation
Schedule 2012
Budget Desc: 100000

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
46	Hospitality Storage-In	1.00	sq	0	0	0	11,000.00	11,000.00
		Zone 1					10,000	10,000
48	Painting Fixtures	125.00	sq ft	0	0	0	4,000.00	4,000.00
		Zone 1					4,000.00	4,000.00
50	Floor Drains	30.00	ea	0	0	0	1,350.00	1,350.00
		Zone 1					1,350.00	1,350.00
52	Trash Drains - Foot Drain Area	150.00	sq	0	0	0	100.00	100.00
		Zone 1					100.00	100.00
60	Base Sits	10.00	ea	0	0	0	1,000.00	1,000.00
		Zone 1					1,000	1,000
77	16' Level Ceiling Brackets	4.00	ea	0	0	0	1,000.00	1,000.00
		Zone 1					1,000	1,000
78	Knob Outlets	10.00	ea	0	0	0	1,000.00	1,000.00
		Zone 1					1,000	1,000
79	Ceiling Light Fixtures	12.00	ea	0	0	0	600.00	600.00
		Zone 1					600.00	600.00
114	Elevator sump pump	1.00	ea	0	0	0	1,500.00	1,500.00
		Zone 1					1,500	1,500
116	Gas Piping	11,970.00	sq	0	0	0	100	100
		Zone 1					100.00	100.00
	Zone 1 - Total			0	0	0	22,770	22,770
	220000 PLUMBING - Total			0	0	0	22,770	22,770

Section: 230000 HVAC

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
70	HVAC - Gas Fired RTUs "VAV" system with 7' offset & plenum return	12,700.00	sq	0	0	0	75.75	75.75
		Zone 1					2,200.00	2,200.00
80	Ductwork/Plenum System			0	0	0	0	0
		Zone 1					0	0
	Zone 1 - Total			0	0	0	2,275.75	2,275.75
	230000 HVAC - Total			0	0	0	2,275.75	2,275.75

Section: 260000 ELECTRICAL

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Wiring - Bridge Building office building	10,700.00	sq	0	0	0	25.00	25.00
		Zone 1					2,000.00	2,000.00
10	40-100 Amp Single Branching Outlets in Main Electric Room - Adapted Size			0	0	0	0	0
		Zone 1					0	0
55	New Electrical Distribution for Main Electrical Room to Pumps & Equipment			0	0	0	0	0
		Zone 1					0	0
56	Emergency Level Lighting - Excluded			0	0	0	0	0
		Zone 1					0	0
	Zone 1 - Total			0	0	0	2,025.00	2,025.00
	260000 ELECTRICAL - Total			0	0	0	2,025.00	2,025.00

Section: 272123 AV/Network Wiring

Contractor

Section: 272123 AV/Network Wiring

BEL Construction Services, LLC
 Report Details of

to Details

Section Details - Continuation
 Capital Region Sports Center / Atlantia Sports Center Rowland
 00000000 0001

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
Zone 1								
34	Terrace Walk	10.75	sq					43.75
Zone 1 - Total								43.75
372123 AV/Network Wiring - Total								

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
Zone 1								
35	Public Address System Aluminum	1.00	sq					71.00
Zone 1 - Total								71.00
279116 Public Address System - Total								

Section: 279116 Public Address System

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
Zone 1								
36	Flry Addressable Fire Alarm System	1.00	sq					221.25
Zone 1 - Total								221.25
289123 Fire Alarm System - Total								

Section: 289123 Fire Alarm System

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
Zone 1								
37	Recessed Support for Computer Panel	1.00	sq					21.00
38	Recessed Support for Drive Wall Panel	1.00	sq					221.00
39	Recessed Support for Instructional Panel	1.00	sq					101.00
40	Recessed Support for Pier Footage @ Drive Wall	4.00	sq					44.00
41	Recessed Support for Pier Footage @ Instructional Panel	1.00	sq					11.00
42	Recessed Support for Pier Footage @ Drive Wall	1.00	sq					20.00
43	Recessed Support for Pier Footage @ Instructional Panel	1.00	sq					21.00
44	Recessed Support for Pier Footage @ Drive Wall	1.00	sq					21.00
45	Recessed Support for Pier Footage @ Instructional Panel	1.00	sq					21.00
Zone 1 - Total								277.00
312300 Hardware - Total								

Section: 312300 Hardware

Section: 312300 Hardware

Section Details - Continuous

ABC Construction Services, LLC
Project Estimator of

of Overridden

Capital Region Aquatic Center / Allendale Aquatic Center Extension
Contract No. 2017
Issue Date 10/23/20

Item No	Description	Quantity Unit	Unit	Labor	Equip	Material	Sub	Total
---------	-------------	---------------	------	-------	-------	----------	-----	-------

314110 Dewatering
Override to... 300,000
See Distribution Below

Section: 314115 Dewatering

Overridden								Issue Estimate of
								0.00
- Total								0
314115 Dewatering - Total								0
Zone 1 - Override Control (Allowance)							300,000	
314115 Dewatering - Total							300,000	

Section: 314116 Sheet Piling

Zone 1								Issue Estimate of
10	Quantity per Summary			0	0	0	0	0.00
20	Temp Sillier Pile / Wood Logging System at Construction Pile	1,000.00	ea	0	0	0	322,120	322,120
30	Temp Sillier Pile / Wood Logging System at Drive Well Pile	1,000.00	ea	0	0	0	276,780	276,780
Zone 1 - Total								600,000
314116 Sheet Piling - Total								600,000

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

Section: 320000 Site Improvements

Overridden								Issue Estimate of
								0.00
- Total								0
320000 Site Improvements - Total								0
Zone 1 - Override Control (Excludes)							0	
320000 Site Improvements - Total							0	

321210 Paving & Surfacing
Override to... 0
See Distribution Below

Section: 321210 Paving & Surfacing

Overridden								Issue Estimate of
								0.00
- Total								0

Section: 321210 Paving & Surfacing

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; necessary 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:** Programming 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 2x 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 200,000 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 \$2.5 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?

shortblank

1/4

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 organization's 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.

8/12/24, 1:38 PM

Responses

In anticipation of increased demand for students and the local residents who wish to take swim lessons and participate in aquatic, 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

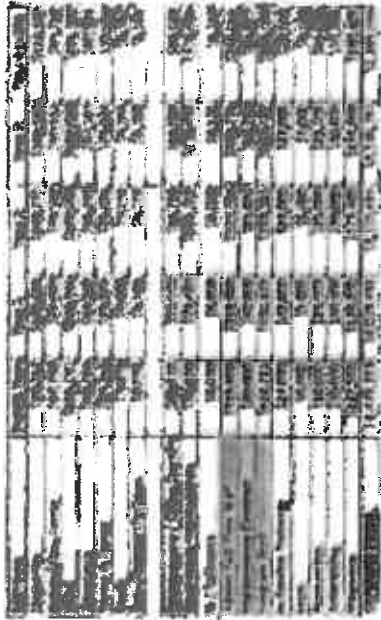
3/12/24, 1:35 PM

Responses

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

Central Region Agency Code



Material	Sample 1	Sample 2	Sample 3	Sample 4	Sample 5	Sample 6	Sample 7	Sample 8	Sample 9	Sample 10	Sample 11	Sample 12
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												

SCHENECTADY COUNTY'S RESOLUTION



RESOLUTION 108-24

Sponsored by the Committee on Rules:

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

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

WHEREAS, the County Attorney by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with SUNY Schenectady and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

WHEREAS, the County Attorney advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to SUNY Schenectady; and

WHEREAS, the County Attorney further advises that the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

WHEREAS, the County Attorney further 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; and

WHEREAS, 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; and

WHEREAS, the County Attorney further advises that upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

WHEREAS, the County Attorney further advises that the Aquatic Center will be operated by SUNY Schenectady; and

WHEREAS, the County Attorney further advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will make recommendations for the operation of the Aquatic Center; and

WHEREAS, the County Manager by memorandum dated May 10, 2024 recommends that Schenectady County enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

RESOLVED, that the County Manager be and he hereby is authorized, after approval of the County Attorney as to form and content, to negotiate and to execute a Preliminary Agreement with SUNY Schenectady and Adirondack Aquatic Center consistent with the provisions of this Resolution.

5/14/2024: *Reported from the Committee on Rules (R31)*
5/14/2024: *Adopted by the County Legislature*


Ayes: 10.9813 (Constantine, Fields, Gatta, Hess, Hughes, Jasenski, Ostrelloh,
Patierno, Pratt, Samuel, Vallano)
Nays: 0.9112 (Cuomo)
Absent: 2.0530 (Frisoni, Ruzzo)
Abstain: 0.0000
Excused: 1.0545 (McGill)

Resolution 108-24

STATE OF NEW YORK }
County Legislature }
County of Schenectady }

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held May 14, 2024 on file in this office, and I do HEREBY CERTIFY the same to be a correct transcript there from in the whole of the original.

WITNESS my hand and the seal of the Schenectady County Legislature at the City of Schenectady this 15th day of May, Two Thousand Twenty-Four.


Geoffrey T. Hall, Clerk,
Schenectady County Legislature

**SCHENECTADY COUNTY COMMUNITY
COLLEGE'S RESOLUTION**

**RESOLUTION #
MAY**

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

WHEREAS, the SUNY Schenectady President by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with Schenectady County and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

WHEREAS, the President advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to the Student Housing; and

WHEREAS, the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

WHEREAS, there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of the eligible 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; and

WHEREAS, the SUNY Schenectady President 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; and

WHEREAS, upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

WHEREAS, the Aquatic Center will be operated by SUNY Schenectady ;
and

WHEREAS, the SUNY Schenectady President advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will advise and make recommendations on the operation of the Aquatic Center;
and

WHEREAS, the SUNY Schenectady President recommends that Schenectady Board of Trustees enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

RESOLVED, that the SUNY Schenectady President be and he hereby is authorized to negotiate and to execute a Preliminary Agreement with Schenectady County and Adirondack Aquatic Center consistent with the provisions of this Resolution.

ADDENDUM

Board Members of the Adirondack Aquatic Center

**Kara Haraden
Mike Relyea
Sara Gregory
Laura Davis
Vince Versaci
Jeff Frankel
Taylor Stone**

**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**

WHEREAS, the Adirondack Aquatic Center is a Not-for-Profit Corporation established in 2014 which is currently doing business as Capital Region Aquatic Center (hereinafter referred to as the Center) with oversight from a Board of Directors; and

WHEREAS, the County of Schenectady (hereinafter referred to as the County) is a Municipality organized under the Laws of the State of New York since 1809, and is the sponsor of Schenectady County Community College (hereinafter referred to as SUNY Schenectady); and

WHEREAS, SUNY Schenectady is a Community College organized and chartered under the Laws of the State of New York; and

WHEREAS, the County, SUNY Schenectady, and the Center are collaborating on the construction and operation of an approximately 80,000+/- square foot Aquatic Center that is expected to 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. Configurable parking deck to accommodate 300 +/- parking spots.

WHEREAS, the County, SUNY Schenectady, and the Center will be entering into a long-term operations agreement for a period of twenty (20) years, with an option to extend the operational agreement for an additional twenty (20) years, with reviews every five (5) years;

IT IS HEREBY AGREED UPON, by and between the parties as follows; subject to approval by the Schenectady County Legislature, the SUNY Schenectady Board of Trustees and the Board of the Capital Region Aquatic Center:

- 1. Construction of an approximately 80,000+/- square foot Aquatic Center by the County of Schenectady in trust for SUNY Schenectady in collaboration with the Center.**

A. Overview

The Center has received pledges in excess of \$20 million thus far for the construction and operation of an 80,000+/- square foot Aquatic Center which is projected to cost in excess of \$40 million. The County of Schenectady has assembled several parcels which are contiguous to SUNY Schenectady and owns these parcels in trust for SUNY Schenectady. With the assistance of Schenectady Metroplex, the County has demolished numerous buildings on the site. The cost of these acquisitions and demolitions is in excess of \$5 million. After considering many options for this site, both the County and SUNY Schenectady are collaborating with the Center in the construction of an 80,000+/- square foot Aquatic Center.

Pursuant to the rules and regulations governing the SUNY construction capital projects, it is anticipated that the State of New York will pay for approximately 50% of the construction costs of the Aquatic Center.

The latest projected cost estimate is \$41,731,551. A copy of this estimate dated November 1, 2023 is attached hereto as Exhibit A. This estimate was provided by BBL Construction Services, LLC, and did not include a parking structure.

II. Role of the County of Schenectady in the construction and operation of the Aquatic Center.

- A. The County of Schenectady shall construct for the benefit of SUNY Schenectady an 80,000+/- square foot Aquatic Center with SUNY Schenectady and ~~with~~ the Center.
- B. ~~The Aquatic Center~~ SUNY Schenectady shall operate this facility ~~permitted to~~ ~~the terms of this agreement on behalf of SUNY Schenectady~~ It is anticipated that more detailed operational agreements will be developed.
- C. The County of Schenectady shall be fully responsible for all phases of design, architecture, engineering and construction of the Aquatic Center after consultation and agreement with both SUNY Schenectady and the Center on the general specifications and design of the facility.
- D. The County of Schenectady on behalf of SUNY Schenectady shall own the Aquatic Center in Trust for SUNY Schenectady.
- E. The County of Schenectady shall provide the site and make other acquisitions as necessary. The County shall provide additional funding as necessary.

III. Role of the Capital Region Aquatic Center in the construction of the Aquatic Center.

A. The Center has pledges in excess of \$21.5 million towards the construction

and operations of the Aquatic Center as set forth below:

COMMITMENTS TO FUNDING

Donor	Amount	Eligible for SUNY Matching Funds?
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

*See III C.

B. The Center and SUNY Schenectady shall continue to raise additional funds

for the construction and operation of the facility and shall seek additional resources and funding as needed.

C. The Center shall contribute 90% of the funds raised towards the construction of the Aquatic Center, with 10% of the funds being reserved for an operational fund of up to \$2 million.

D. The Center shall make available to the County Auditor and the County Department of Finance, and SUNY Schenectady for review all information and documents related to its financial status, with quarterly financial statements provided.

- B. The Center shall provide to the County and to SUNY Schenectady all preliminary design and engineering documents developed thus far.

IV. The role of SUNY Schenectady in the construction and operation of the Aquatic Center.

- A. SUNY Schenectady shall fully collaborate with the County and the Center in the design, construction, and financing of the Aquatic Center.
- B. SUNY Schenectady shall work cooperatively with the County and the Center to coordinate the financing of this project and to seek available State of New York funding for this project.
- C. SUNY Schenectady recognizes the significant benefits that the Aquatic Center brings with it to the college and will work cooperatively with the County and the Center to maximize the community and educational benefits provided by the Aquatic Center. Attached hereto as Exhibit B is the response submitted to the NY SWIMS RFI (Request for Information) seeking additional state funds which outlines the numerous community benefits of this project.
- D. SUNY Schenectady will work to develop ~~and agree~~ to all further necessary operational agreements.

V. Operation of an approximately 80,000+/- square foot Aquatic Center.

Commented [JMK7]: Needs to be discussed as there are current fundraising efforts connected to naming rights.

A. Overview

The College Center will enter into a tripartite agreement with SUNY Schenectady and the County of Schenectady to operate the Aquatic Center for a period of twenty (20) years. The goal of this operational agreement is threefold:

1. Ensure that SUNY Schenectady can fully utilize the facility for intercollegiate meets, swimming instruction for all students, staff, and community-wide K-12 learn to swim programs in the County, and any swimming programs that SUNY Schenectady deems appropriate, including academic, workforce and community education programming.
2. Maximize rental revenue to the extent possible by hosting competitive swimming events, and charge for pool use for these events at a rate agreed upon by the parties. A copy of the Center's business plan including estimated revenues and expenses are attached hereto as Exhibit C. On an annual basis, all revenues of the Center in excess of expenses shall be held by and transferred to the College which shall maintain a separate segregated capital and operational fund which shall be used by the College for capital repairs and improvements to the facility. The goal, to the extent possible, is to have the Aquatic Center be self-sustaining. The parties shall seek to commence each fiscal year with a reserve of \$2 million, for the Center's ongoing operations.

Commented [JMK2]: In addition to transferring to the county, should we establish a second type of cash reserve that can be used by the operating company with some oversight by the parties. Upgrades that may not be considered maintenance or capital improvements.

The parties recognize that these projections of revenue and expenses are a good faith estimate and are subject to changes which may be agreed upon by the parties.

VI. Additional Items for Consideration and Inclusion in future Construction and Operational Agreements.

- A. Parking;
- B. Additional Property Acquisitions as needed;
- C. Insurance;
- D. Staffing of Facility;
- E. Rental Rates for Facility;
- F. Name and Naming Rights;
- G. Community Benefits;
- H. Concession Stand Operations;
- I. Annual Budgeting Procedures and Approvals; and
- J. Annual Auditing of Operational Budget.

VII. Creation of an Aquatic Center Oversight Advisory Board.

- A. The County of Schenectady, SUNY Schenectady and The Center hereby agree to create a Seven Member Aquatic Center Oversight Advisory Board (hereinafter referred to as the Board).
- B. The Board shall be appointed as follows:
 - 1. The County Manager of Schenectady County shall appoint two members subject to approval by the County Legislature.
 - 2. The President of SUNY Schenectady shall appoint three members subject to approval by the Board of Trustees.
 - 3. The Board of Directors of the Center shall appoint two members.
 - 4. The term of all appointments shall be four (4) years. There is no limit on the number of terms any board member may serve.
- C. Meetings of the Aquatic Center Oversight Advisory Board.

1. The Board shall meet on a quarterly basis, or more often as necessary.
 2. The Board shall elect one of its members to Chair the meetings for a term of two years. There is no limit on the number of terms that a member can serve as Chair.
- D. The Aquatic Center Oversight Advisory Board shall have the following powers:
1. ~~The Board shall have general oversight advisory authority over the operation of the Aquatic Center.~~
 2. ~~The Board shall have the authority to~~ make recommendations to the Center, the County of Schenectady and SUNY Schenectady regarding budgetary issues in the initial start-up phase. Thereafter, the Board shall work collaboratively with the Center, the County of Schenectady and SUNY Schenectady as part of the normal annual budgetary process to ensure that the Center is operating in an efficient fashion, and achieving the goals set forth in this agreement, and achieving such other goals as envisioned by SUNY Schenectady.
- E. The Board shall be consulted by the Center on major issues that need to be addressed for the safe and efficient operation of the facility.
- F. The Office of the County Attorney shall be available to the Board on any legal issues.

- G. The Board on a quarterly basis shall receive a financial report from the Center for its review and approval. It may request staff from the Center, the County of Schenectady and SUNY Schenectady to attend these meetings on an as-needed basis.
- H. Written notice of each meeting shall state the time, date and location of each meeting. The meetings shall be governed by Robert's Rules of Order. A quorum consists of more than 50% of the total number of members who appear in person or by video conference.

Adirondack Aquatic Center

Schenectady County Community College

By:
Kara Haraden, President

By:
Dr. Steady Moore, President

County of Schenectady

By:
Rory Fluman,
County Manager

Approved as to form and content
this ___ day of ~~May~~September, 2024.

Christopher H. Gardner
County Attorney

STATE OF NEW YORK

COUNTY OF _____ ss.:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared KARA HARADEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared STEADY MOONO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On the _____ day of _____, 2024, before me, the undersigned, personally appeared RORY FLUMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

EXHIBIT A

Estimate Summary - Condensed

11/12/13 09:21 AM

Page 1

Capital Region Aquatics Center / Advanced Aquatics Center Renovation

DEL Construction Services, LLC
Project Estimate of

Estimate No: 20111
Estimate Date: 9/27/2013

Amount:

CSI	Description	Total	\$ / SF
01000	General Conditions	1,000,000	10.00
01010	Site Preparation & Utilities	800,000	4.70
01020	Access Easements	100,000	0.70
01030	Site Work	0	0.00
01040	Construction Materials Handling	0	0.00
01050	Excavation	800,000	5.70
01060	Foundation	1,000,000	10.00
01070	Structural Steel	2,000,000	20.00
01080	Steel Decking & Roofing	800,000	12.00
01090	Site Work	800,000	2.70
01100	Signage	200,000	0.50
01110	Construction Wastewater	100,000	1.00
01120	Site Work	0	0.00
01130	Construction Water Main	800,000	10.00
01140	Construction Sewer	1,700,000	5.00
01150	Site Work	0	0.00
01160	Storm, Surface & Flood	0	0.00
01170	Roofing & Ceiling Work	0	0.00
01180	Partitions & Enclosures	0	0.00
01190	Site Work	0	0.00
01200	Painting & Drywall	0	0.00
01210	Site Work	0	0.00
01220	Architectural Glass	0	0.00
01230	Site Work	0	0.00
01240	Site Work	0	0.00
01250	Site Work	0	0.00
01260	Site Work	0	0.00
01270	Site Work	0	0.00
01280	Site Work	0	0.00
01290	Site Work	0	0.00
01300	Site Work	0	0.00
01310	Site Work	0	0.00
01320	Site Work	0	0.00
01330	Site Work	0	0.00
01340	Site Work	0	0.00
01350	Site Work	0	0.00
01360	Site Work	0	0.00
01370	Site Work	0	0.00
01380	Site Work	0	0.00
01390	Site Work	0	0.00
01400	Site Work	0	0.00
01410	Site Work	0	0.00
01420	Site Work	0	0.00
01430	Site Work	0	0.00
01440	Site Work	0	0.00
01450	Site Work	0	0.00
01460	Site Work	0	0.00
01470	Site Work	0	0.00
01480	Site Work	0	0.00
01490	Site Work	0	0.00
01500	Site Work	0	0.00
01510	Site Work	0	0.00
01520	Site Work	0	0.00
01530	Site Work	0	0.00
01540	Site Work	0	0.00
01550	Site Work	0	0.00
01560	Site Work	0	0.00
01570	Site Work	0	0.00
01580	Site Work	0	0.00
01590	Site Work	0	0.00
01600	Site Work	0	0.00
01610	Site Work	0	0.00
01620	Site Work	0	0.00
01630	Site Work	0	0.00
01640	Site Work	0	0.00
01650	Site Work	0	0.00
01660	Site Work	0	0.00
01670	Site Work	0	0.00
01680	Site Work	0	0.00
01690	Site Work	0	0.00
01700	Site Work	0	0.00
01710	Site Work	0	0.00
01720	Site Work	0	0.00
01730	Site Work	0	0.00
01740	Site Work	0	0.00
01750	Site Work	0	0.00
01760	Site Work	0	0.00
01770	Site Work	0	0.00
01780	Site Work	0	0.00
01790	Site Work	0	0.00
01800	Site Work	0	0.00
01810	Site Work	0	0.00
01820	Site Work	0	0.00
01830	Site Work	0	0.00
01840	Site Work	0	0.00
01850	Site Work	0	0.00
01860	Site Work	0	0.00
01870	Site Work	0	0.00
01880	Site Work	0	0.00
01890	Site Work	0	0.00
01900	Site Work	0	0.00
01910	Site Work	0	0.00
01920	Site Work	0	0.00
01930	Site Work	0	0.00
01940	Site Work	0	0.00
01950	Site Work	0	0.00
01960	Site Work	0	0.00
01970	Site Work	0	0.00
01980	Site Work	0	0.00
01990	Site Work	0	0.00
02000	Site Work	0	0.00

Estimate Summary - Condensed

Capital Bayou Aquatic Center / Altonville Aquatic Center Redevelopment

11/19/03 09:01 AM Page 3

BBC Construction Services, LLC
Project Estimate # 03

Estimate No 23111
Estimate Date 9/23/03

QTY	Description	Total	\$/SQ
1	Site Investigation	2,000	2.00
1	Design Fee	1,000,000	1,000.00
1	Construction Contingency	0	0.00
1	Permit & Approval	0	0.00
1	Site Construction & Close	3,000	3.00

Total of CBI Bid Items: **4,005,000** @ 401.40

Final Adjustments

	Total
Tax Exempt	0
Design Contingency 0%	1,000,000
Construction Contingency 0%	1,000,000
Design Fee	2,000,000
Construction Management Fee	2,000,000
General & Excise Liability Insurance	100,000
Builder's Risk Insurance	40,000
Building Permit - Excluded	0
Add of 0% Agency Participation 0%	0
Grand Total:	47,700,000
Excluded Permit:	40,000
\$/SQ	477

Section Details - Construction

BBJ Construction Services, LLC
 Project Number: 01

01000000

Capital Region Aquatic Center / Alford Park Aquatic Center Addition
 Contract 2017

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
---------	-------------	----------	------	-------	-------	----------	-----	-------

Section: 010000 General Conditions

Line 1		Subcontractor: 01						
10	Construction Timeline 12 months - 40 hrs	Rate 1		0	0	0	0	0
20	Project Executive	Rate 1	hrs	12,000	0	0	0	12,000
30	Senior Project Manager	Rate 1	hrs	9,000	0	0	0	9,000
40	Project Manager	Rate 1	hrs	27,000	0	0	0	27,000
50	Assistant Project Manager	Rate 1	hrs	18,000	0	0	0	18,000
60	Superintendent	Rate 1	hrs	27,000	0	0	0	27,000
70	Assistant Superintendent	Rate 1	hrs	18,000	0	0	0	18,000
80	Safety Director	Rate 1	hrs	18,000	0	0	0	18,000
90	Project Clerk	Rate 1	hrs	21,000	0	0	0	21,000
Rate 1 - Total				1,200,000	0	0	0	1,200,000
010000 General Conditions - Total				1,200,000	0	0	0	1,200,000

Section: 015000 Temp Facilities & Controls

Line 1		Subcontractor: 01						
10	Lay out & quality control survey - bench marks	Rate 1	sq	0	0	0	10,000	10,000
20	Job Trailer	Rate 1	sq	0	0	1,000	0	1,000
30	Yarding (General)	Rate 1	sq	0	0	0	20,000	20,000
40	Temp Office Services - Installation	Rate 1	sq	0	0	0	1,000	1,000
50	Temp Office - Construction	Rate 1	sq	0	0	20,000	0	20,000
60	Temp Floor	Rate 1	sq	0	0	20,000	0	20,000
70	Temp Chamber/Walk	Rate 1	sq	0	0	2,000	0	2,000
80	Temp Sanitary (for men/women)	Rate 1	sq	0	0	9,000	0	9,000
90	Plant AG	Rate 1	sq	0	0	10,000	0	10,000
100	Pro Protection	Rate 1	sq	0	0	1,000	0	1,000
110	Safety Responsibility allow	Rate 1	sq	21,000.00	0	10,000	0	31,000.00
120	Mobilization	Rate 1	sq	1,000.00	0	1,000	0	2,000.00
130	Job Sign	Rate 1	sq	100.00	0	700	0	800.00

Header

Section: 015000 Temp Facilities & Controls

Section Details - Continuation

SKL Construction Services, LLC
Project Location: #

Capital Region Agency Center / Administrative Agency Center Renovation
Schedule: 2011 Estimate: 10/20/09

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
140	Tenup office, with entry	15.00	sqm	0	0	1,000.00	0	1,000.00
		Zone 1				1,000.00		1,000.00
150	Window Conditions	1.00	door	0	0	0	71,000.00	71,000.00
		Zone 1					71,000.00	71,000.00
160	Checking utility	700.00	foot	69,000.00	0	7,000.00	0	76,000.00
		Zone 1		69,000.00		7,000.00		76,000.00
170	Emergency, project	60,000.00	est	0	0	0.00	0	60,000.00
		Zone 1						60,000.00
180	Final Closing	60,000.00	est	0	0	0	32,000.00	32,000.00
		Zone 1					32,000.00	32,000.00
Zone 1 - Total				75,000.00	0	1,007,000.00	32,000.00	1,014,000.00
015000 Temp Facilities & Controls - Total				75,000.00	0	1,007,000.00	32,000.00	1,014,000.00

Section: 020000 Building Demolition

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
19	Building Demo - Single story structure incl foundation	1,000.00	sqm	0	0	0	700,000.00	700,000.00
		Zone 1					700,000.00	700,000.00
20	4th Collaborative Plaza Summary Fee			0	0	0	0	0.00
		Zone 1						0.00
25	Demo Roof Deck, Scaff, and Columns/Trusses Working	24,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
30	Demo Roof Deck	9,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
35	Demo Roof Deck of Structure to Facade/Entrance	7,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
40	Demo Facading	24,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
45	Demo Facading Deck of Structure to Facade/Entrance	7,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
50	Demo Glass Curtain	10,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
60	Detail - Interior	71,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
115	Demo - 800 4" Locks	24,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
120	Demo - 800 4" Post Equipment Rm	2,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
130	Demo - 800 4" Posts	44,000.00	est	0	0	0	0	0.00
		Zone 1						0.00
140	Temp Facilities	1.00	est	0	0	0	0	0.00
		Zone 1						0.00
Zone 1 - Total				0	0	0	700,000.00	700,000.00
020000 Building Demolition - Total				0	0	0	700,000.00	700,000.00

Section 020700 Selective Demolition

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

Overridden

Estimate: 10/20/09

Section: 020700 Selective Demolition

BCL Construction Services, LLC
Project Number: 01

01000000

Section Details - Construction

Capital Region Aquatic Center / Allendale Aquatic Center Renovation
Estimate No: 0110 Estimate Date: 01/01/13

Est No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
--------	-------------	----------	------	-------	-------	----------	-----	-------

Total
020700 Selective Demolition - Total

Zone 1 - Overlaid Column (See 020700)

020700 Selective Demolition - Total

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

Section: 020800 Hazardous Material Abatement

Overridden

Estimate Number: 01

Total
020800 Hazardous Material Abatement - Total

Zone 1 - Overlaid Column (See 020800)

020800 Hazardous Material Abatement - Total

Section: 010000 Concrete

Estimate Number: 01

Est No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
30	Forming (braced) Construction	1.00	SF	0	0	0	0	0
35	Form Walls	1.00	SF	0	0	0	0	0
40	Form & Pour, Single Cyl. Max 12'	1.00	CY	1,000.00	200.00	1,000.00	0	2,200.00
70	Set Anchor Bolts and Grout Columns 300 #4 Concrete Mix Anchor bolts #4	2.00	LF	100.00	0	2,000.00	0	2,100.00
80	Foundation Excavate, 14" High in section 1" Slope board cut	15,000.00	SF	2,700.00	0	12,000.00	0	14,700.00
85	Foundation Excavate, 14" High in section 1" Slope board cut	15,000.00	SF	2,700.00	0	12,000.00	0	14,700.00
90	Forming (braced) Construction	1.00	SF	0	0	0	0	0
95	Form Walls	1.00	SF	0	0	0	0	0
100	Form & Pour, Single Cyl. Max 12'	1.00	CY	1,000.00	200.00	1,000.00	0	2,200.00
105	Set Anchor Bolts and Grout Columns 300 #4 Concrete Mix Anchor bolts #4	2.00	LF	100.00	0	2,000.00	0	2,100.00
110	Foundation Excavate, 14" High in section 1" Slope board cut	15,000.00	SF	2,700.00	0	12,000.00	0	14,700.00
115	Foundation Excavate, 14" High in section 1" Slope board cut	15,000.00	SF	2,700.00	0	12,000.00	0	14,700.00
120	Forming (braced) Construction	1.00	SF	0	0	0	0	0
125	Form Walls	1.00	SF	0	0	0	0	0
130	Form & Pour, Single Cyl. Max 12'	1.00	CY	1,000.00	200.00	1,000.00	0	2,200.00

Another

Section: 010000 Concrete

Section Details - Continuation

BBB Construction Services, LLC
Project Location: 01

Capital Region Aquatics Center / Advanced Aquatics Center Extension
Issued: 09/20/17 Estimate Date: 10/20/17

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
237	600-44 Concrete bolt 1500 per 1000	100.00	ea	0	0	120.00	0	120.00
238	Concrete Fit at steel post ends (10'-0" wide typical)	10.00	sqyd	3,270	0	13.00	0	4,673
239				0	0	0	0	0.00
240	600 post and Drive Pileless Concrete Foundation for Pool Cabinet 444			0	0	0	0	0.00
241				0	0	0	0	0.00
242	444 Per Summary 444			0	0	0	0	0.00
243	Wire Fencing 16x16x2'-0" @ Drive Wall	180.00	CY	0	0	0	0	0.00
244	Wire Fencing 6x12x2'-0"	200.00	CY	0	0	0	0	0.00
245	Flint 24x24x8 @ Compaction & Intermediate Fwd	20.00	CY	0	0	0	0	0.00
246	Flint 24x24x8 @ Drive Wall	12.00	CY	0	0	0	0	0.00
247	# 600 of 18 inch Vapor Barrier 6" of Foam	21,200.00	sf	0	0	0	0	0.00
248	Pool Equipment Room Fln	1.00	sq	0	0	0	0	0.00
249	24x24 Grouted Slabing	11,400.00	sf	0	0	0	0	0.00
250	Steel Post Stud	11.00	sqyd	0	0	0	0	0.00
Zone 1 - Total				3,270	0	133.00	0	3,403
015000 Concrete - Total				3,270	0	133.00	0	3,403

Section: 040000 Masonry

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
75	444 Per Summary			0	0	0	0	0.00
76	Interior CMU F @ Locker Room	1,571.00	sf	0	0	0	262.00	262.00
77	Interior CMU F @ Foundation	1,524.00	sf	0	0	0	262.00	262.00
78	Interior CMU F @ Pool Equipment Room	1,192.00	sf	0	0	0	262.00	262.00
79	Interior CMU F @ Thresh Room	1,194.00	sf	0	0	0	262.00	262.00
80	CMU Partition - Outside TH. Ret. and Backs Wall - Dewatering	21,641.00	sf	0	0	0	391.00	391.00
81	CMU Thresh			0	0	0	0	0.00
82	CMU Thresh	1,000.00	sf	0	0	0	0	0.00

Section: 040000 Masonry

BBB Construction Services, LLC
Project Location #1

v. Invoice #

Section Details - Continuation
Capital Region Aquatics Center / Adventure Aquatics Center Extension
Estimate # 2077
Submission # 20722

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
66	Adjust quantities and add for 10' / 12'	Zone 1	1.00	h				
	Zone 1 - Total			0	0	0	2000.00	2000.00
	040000 Masonry - Total			0	0	0	1,000.00	1,000.00

Zone 1

Section: 051200 Structural Steel

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
68	Structural Steel Framing @ Inland Docking (Steel) (11,800 SF)	Zone 1	23.00	sq				
69	Structural Steel Framing @ International Pool (Steel) (1,500 SF)	Zone 1	23.00	sq				
70	Structural Steel Framing @ Competition Pool (Steel) (12,500 SF)	Zone 1	271.00	sq				
71	Structural Steel Framing @ Dive Well (Steel) (11,900 SF)	Zone 1	94.00	sq				
72	Steel Deck Support (Structural Steel Framing for Deck @ Inland Docking) (1,000 SF)	Zone 2	11.00	sq				
73	Steel Support @ Roof Overhang	Zone 1	25.00	sq				
74	Welded Metal Deck @ Inland Docking	Zone 1	1,000.00	sf				
75	Metal Decking - Roof Type B @ Inland	Zone 1	7,000.00	sf				
76	Metal Roof Decking - Acoustic @ Competition Pool	Zone 1	2,500.00	sf				
77	Metal Roof Decking - Acoustic @ Dive Well	Zone 1	11,000.00	sf				
78	Metal Roof Decking - Acoustic @ International Pool	Zone 1	1,000.00	sf				
	Zone 1 - Total			0	0	0	0.00	0.00
	051200 Structural Steel - Total			0	0	0	2,000.00	2,000.00

Section: 054000 Cold Formed Metal Framing

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
80	Interior Wall Panel 12" Metal Roof / Dive Well / Competition Pool	Zone 1	437.00	sf				
81	Interior Wall Panel 12" Metal Roof / Dive Well / Competition Pool	Zone 1	2135.00	sf				
	Zone 1 - Total			0	0	0	0	0

Section: 054000 Cold Formed Metal Framing

M.L. Construction Services, LLC
Project Address: 00

00000000

Section Details - Continuation
Capital Region Aquatics Center / Advanced Aquatics Center Addition
Estimate No: 1000

Estimate Date: 11/09/00

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
054000 Cold Formed Metal Framing - Total				0	0	0	17,420	17,420

Section: 055000 Misc Metals

Zone 1		Subcontractor of						
30	Steel pan studs 12" wide, with collage & bindings	2220	linear ft	0	0	0	1,000.00	1,000.00
35	Steel pan studs 12" wide, with collage & bindings per specimen ???	2160	linear ft	0	0	0	0	0.00
35	Steel pan studs 12" wide, with collage & bindings			0	0	0	0	0.00
40	Flue mounted pipe colling, 3 line	222.00	ft	0	0	0	222.00	222.00
35	Wall mounted pipe colling	122.00	ft	0	0	0	122.00	122.00
60	Flue mounted colling of specimen binding per specimen	222.00	ft	0	0	0	0	0.00
35	Flue mounted colling of specimen			0	0	0	0	0.00
35	Flue mounted colling	2.00	ft	0	0	0	2.00	2.00
40	Flue mounted colling	1.00	ft	0	0	0	1.00	1.00
100	Flue mounted colling	1.00	ft	0	0	0	1.00	1.00
105	Flue mounted colling			0	0	0	0	0.00
110	Flue mounted colling	2.00	ft	0	0	0	2.00	2.00
Zone 1 - Total				0	0	0	229.00	229.00
055000 Misc Metals - Total				0	0	0	229.00	229.00

Section: 061000 Rough Carpentry

Zone 1		Subcontractor of						
10	Rough Carpentry (ceiling collage binding - no binding work)	40370	sq ft	0	0	0	40370	40370
Zone 1 - Total				0	0	0	40370	40370
061000 Rough Carpentry - Total				0	0	0	40370	40370

Section: 064000 Architectural Woodwork

Zone 1		Subcontractor of						
10	Architectural Woodwork	1.00	sq ft	0	0	0	1.00	1.00
10	Architectural Woodwork	210.00	sq ft	0	0	0	210.00	210.00
Zone 1 - Total				0	0	0	211.00	211.00

Section: 064000 Architectural Woodwork

Section Details - Continuation

BBB Construction Services, LLC
 Project Number: 01

Capital Region Aquatics Center / Advanced Aquatics Center Extension
 Section No. 2211

Class Qty	Description	Quantity Units	Unit	Labor	Equip	Material	Sub	Total
064000 Architectural Woodwork - Total				0	0	0	114,700	114,700

Section: 071000 Waterproofing

Zone 1		Section Estimate of						
10	Waterproofing for elevator pits	1.00	sq	0	0	0	1,800.00	1,800.00
20	Waterproofing of pool equipment	1.00	sq	0	0	0	2,200.00	2,200.00
Zone 1 - Total				0	0	0	4,000.00	4,000.00
071000 Waterproofing - Total				0	0	0	4,000.00	4,000.00

072000 Insulation
 Overridden to... 0
 See Distribution Below

Section: 072000 Insulation

Overridden		Section Estimate of						
- Total				0	0	0	0	0
072000 Insulation - Total				0	0	0	0	0
				Zone 1 - Override Column (See 004000)				0
				072000 Insulation - Total				0

Section: 074000 Insulated Metal Wall Panel

Zone 1		Section Estimate of						
15	1/2" EPS Insulated wall panels per square foot	10,772.00	sq	0	0	0	48,234.00	48,234.00
25	Trim-out	10,772.00	sq	0	0	0	0	0
Zone 1 - Total				0	0	0	48,234.00	48,234.00
074000 Insulated Metal Wall Panel - Total				0	0	0	48,234.00	48,234.00

Section: 075000 Membrane Roofing

Zone 1		Section Estimate of						
10	1/4" A.S. Membrane roofing, single coat deck without, but coping, etc.	1,712.00	sq	0	0	0	1,712.00	1,712.00
Zone 1 - Total				0	0	0	1,712.00	1,712.00
075000 Membrane Roofing - Total				0	0	0	1,712.00	1,712.00

Section: 079200 Joint Sealants

Zone 1		Section Estimate of						
10	Joint Sealant for Sealing	1,375.00	sq	0	0	0	4,375.00	4,375.00
Zone 1 - Total				0	0	0	4,375.00	4,375.00

Amount

Section: 079200 Joint Sealants

Line No	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
071200 Joint Finishes - Total				0	0	0	0.00	0.00

Section: 081100 Doors, Frames & Hardware

Notes				Section Estimate of				
10	Interior Entry Doors -	25.00	ea	105.00		1,000.00		1,105.00
				10,000	0	0	0	10,000
20	Insulated Exterior Doors -	25.00	ea	100.00		1,000.00		1,100.00
				12,500	0	0	0	12,500
30	Insulated Double Interior	2.00	ea	500.00		1,000.00		1,500.00
	Doors - THRU-GLASS			1,000	0	0	0	1,000
Notes 1 - Total				31,500	0	1,000	0	32,500
081100 Doors, Frames & Hardware - Total				31,500	0	1,000	0	32,500

083000 Overhead & Coiling Doors
 Overhead Co., 0
 See Distribution Notes

Section: 083000 Overhead & Coiling Doors

Notes				Section Estimate of				
Overhead				0	0	0	0	0.00
Total				0	0	0	0	0
083000 Overhead & Coiling Doors - Total				0	0	0	0	0

Section: 084000 Entrances & Curtains

Notes				Section Estimate of				
1	Alum. Coated Steel - Single	10.00	sq ft	0	0	0	10.00	10.00
	Walls						10.00	10.00
30	Ext Alum. Windows (Kaiser	2,100.00	sq ft	0	0	0	70.00	70.00
	4572), w/ Insulated & Low-E						10,172	10,172
	Clear							
40	Ext. Windows Style Alum.	1.00	sq ft	0	0	0	1,000.00	1,000.00
	Doors, (Kaiser 190) w/						0	0
	Notes 3070							
50	FPF door & frame, combination			0	0	0	0	0
	insg, w/ hardware							
60				0	0	0	0	0
70	Ext Alum. Windows (Kaiser	1,000.00	sq ft	0	0	0	0	0
	4571 w/ Tinted Glass						10,170	10,170
80	Ext. Windows Style Alum.	10.00	sq ft	0	0	0	1,000.00	1,000.00
	Doors, (Kaiser 190) w/						0	0
	Notes 3070							
90	- Add for cabinet and power			0	0	0	1,000.00	1,000.00
	openers - low voltage wall pad						0	0

Assumptions:

Section: 084000 Entrances & Curtains

Section Details - Continuation

ERL Construction Services, LLC
Project Address: #1

01-Glass

Crystal Ridge Aquatics Center / Advanced Aquatics Center Addition
Estimate No: 2171
Schedule Dates: 11/1/2019 - 11/30/2019

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
100				0	0	0	0	0
101	For the Manual Revolving Entry Door	2.00	ea	0	0	0	195,000.00	195,000.00
102	Install Aluminum Swing Doors For Revolving	0.00	ea	0	0	0	0	0
Zone 1 - Total				0	0	0	195,000.00	195,000.00
004000 Entrances & Curtainwall - Total				0	0	0	195,000.00	195,000.00

Section: 005000 Glass & Glazing

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Large wall windows	22.00	sq ft	0	0	0	21,000.00	21,000.00
21	Medium Window Light Glazing Aluminum	1.00	sq ft	0	0	0	2,000.00	2,000.00
Zone 1 - Total				0	0	0	23,000.00	23,000.00
005000 Glass & Glazing - Total				0	0	0	23,000.00	23,000.00

Section: 007000 Framing & Drywall

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	CRWB Scaff / Scaffolding @ Lobby and Corridor	1.00	sq ft	0	0	0	19,000.00	19,000.00
21	Partition-Gypsum Wall Scaffolding CRWB Framing of VR @ Existing Drinking Water	1.00	sq ft	0	0	0	10,000.00	10,000.00
22	Partition-Gypsum Wall Scaffolding CRWB Wall	1.00	sq ft	0	0	0	10,000.00	10,000.00
Zone 1 - Total				0	0	0	39,000.00	39,000.00
007000 Framing & Drywall - Total				0	0	0	39,000.00	39,000.00

Section: 009000 Tile

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Concrete Floor Tile - 12x12	1.00	sq ft	0	0	0	11,000.00	11,000.00
11	- Add for work experience mason	1.00	sq ft	0	0	0	3,000.00	3,000.00
20	Concrete Wall Tile (12x12 Per Summary)	1.00	sq ft	0	0	0	11,000.00	11,000.00
21	Concrete Tile (12x12 Per Summary)	1.00	sq ft	0	0	0	15,000.00	15,000.00
Zone 1 - Total				0	0	0	30,000.00	30,000.00
009000 Tile - Total				0	0	0	30,000.00	30,000.00

Section: 009000 Acoustical Ceilings

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1				0	0	0	0	0
Acoustical				0	0	0	0	0
009000 Acoustical Ceilings				0	0	0	0	0

Section Details - Continuation

WBL Construction Services, LLC
Project Director: all

Capital Region Aquatics Center / Allbrook Aquatics Center Rehabilitation
Estimate #: 2017
Estimate Date: 11/10/20

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
9	2x4 ACI	71.00	sf	0	0	0	1.00	71.00
10	2x4 ACI per Summary	28.25	sf	0	0	0	0	28.25
Zone 1 - Total				0	0	0	1.00	109.25
09300 Acoustical Ceiling - Total				0	0	0	1.00	109.25

Section: 093400 Acoustical Wall Panels & Insul

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
16	Acoustic Wall Panels - Allowance	724.00	sf	0	0	18.00	28.00	200.00
Zone 1 - Total				0	0	18.00	28.00	200.00
093400 Acoustical Wall Panels & Insul - Total				0	0	18.00	28.00	200.00

Section: 096000 Resilient Flooring & Carpet

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
18	Carpet - Office/Reception/Adm/Video Production/Video Review	174.00	sf	0	0	0	1.00	174.00
24	LVT - Lobby/Concierge/Reception/Concierge/Adm/Concierge	1,771.00	sf	0	0	0	1.00	1,771.00
26	Rubber Mats	100.00	sf	0	0	0	1.00	100.00
Zone 1 - Total				0	0	0	3.00	2,045.00
096000 Resilient Flooring & Carpet - Total				0	0	0	3.00	2,045.00

Section: 096700 Floor Coatings

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
19	Field Applied Epoxy Flooring	100.00	sf	0	0	0	1.00	100.00
28	Epoxy Base	100.00	sf	0	0	0	1.00	100.00
Zone 1 - Total				0	0	0	2.00	200.00
096700 Floor Coatings - Total				0	0	0	2.00	200.00

Section: 099000 Paint & Wall Covering

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
15	Paint Interior Exposed Ceiling	28,250.00	sf	0	0	0	1.00	28,250.00
25	Paint Interior Door and Frames	24.00	ea	0	0	0	1.00	24.00
45	Paint Interior GWB Walls - 50% Epoxy	58,241.00	sf	0	0	0	1.00	58,241.00

Section: 099000 Paint & Wall Covering

Section Details - Continuation

SEE Construction Services, LLC
Project Estimate #2

W Quantities

Cayuga Bay Aquatic Center / Adirondack Aquatic Center Restoration
Estimate No. 10112 Estimate Date: 08/20/20

Item No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
25	Paint Interior Memory Walls - 50% Epoxy	29.04	SF	0	0	0	149.10	149.10
26	Paint Concrete (Locker/Storage, Landing Deck, Zone 1 Mechanical Room)	118.00	SF	0	0	0	7.50	7.50
27	Paint Interior Exterior CMU Walls	1402.00	SF	0	0	0	22.40	22.40
Zone 1 - Total				0	0	0	179.00	179.00
101000 Paint & Wall Covering - Total				0	0	0	179.00	179.00

Section: 100000 Specular

Section Estimate of

- Total	0	0	0	0	0	0	0	0
100000 Specular - Total	0	0	0	0	0	0	0	0

Section: 101100 Marker/Display Boards

Section Estimate of

Zone 1								
10	Marker/Display Board Allowance	1.00	EA	0	0	0	10.00	10.00
Zone 1 - Total				0	0	0	10.00	10.00
101100 Marker/Display Boards - Total				0	0	0	10.00	10.00

Section: 101400 Signage

Section Estimate of

Zone 1								
18	Interior Signage - Allowance	1.00	EA	0	0	0	10.00	10.00
19	Exterior Signage - Allowance	1.00	EA	0	0	0	40.00	40.00
Zone 1 - Total				0	0	0	50.00	50.00
101400 Signage - Total				0	0	0	50.00	50.00

Section: 102113 Toilet Compartments

Section Estimate of

Zone 1								
20	Toilet partition, plastic	25.00	EA	0	0	0	25.00	25.00
21	Urinal screen, plastic	9.00	EA	0	0	0	9.00	9.00
Zone 1 - Total				0	0	0	34.00	34.00
102113 Toilet Compartments - Total				0	0	0	34.00	34.00

Section: 102600 Wall Protection FRP

Section Estimate of

Zone 1								
Section: 102000 Wall Protection FRP								

Section Details - Conditions

BFL Construction Services, LLC
Project/Estimate #

Capital Region Aquatics Center / Allendale Aquatics Center Refurbish
Estimate/Job 2027
Revision/Date 01/2002

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	TPD panels of vinyl (800") @ 10	342.56	sf	0	0	0	15.00	5139.00
	Zone 1						15.00	5139.00
	Zone 1 - Total			0	0	0	15.00	5139.00
	102400 Wall Protection PMP - Total			0	0	0	15.00	5139.00

Section: 102800 Toilet & Bath Accessories

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
19	Men/Women Toilet Seats	2.00	ea	0	0	0	14.00	28.00
	Zone 1						14.00	28.00
20	Men/Women Extruded Toilet Seats	2.00	ea	0	0	0	1.00	2.00
	Zone 1						1.00	2.00
30	Men/Women Chair	2.00	ea	0	0	0	1.00	2.00
	Zone 1						1.00	2.00
40	Kitchen/Family Single	4.00	ea	0	0	0	1.00	4.00
	Zone 1						1.00	4.00
	Zone 1 - Total			0	0	0	2.00	28.00
	102800 Toilet & Bath Accessories - Total			0	0	0	2.00	28.00

Section: 105100 Lockers

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
19	Lockers, 6" x 18" x 36" - 10/12	100.00	ea	20.00	0	114.00	0	234.00
	Zone 1			20.00	0	114.00	0	234.00
	Zone 1 - Total			20.00	0	114.00	0	234.00
	105100 Lockers - Total			20.00	0	114.00	0	234.00

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

Section: 111313 Loading Dock Equipment

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
	Override			0	0	0	0	0
	- Total			0	0	0	0	0
	111313 Loading Dock Equipment - Total			0	0	0	0	0

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

Section: 116643 Scoreboard/Timing System

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
15	Scoreboard/Timing System	2.00	Panel	0	0	0	25,000.00	50,000.00
	Zone 1						25,000.00	50,000.00
	Zone 1 - Total			0	0	0	25,000.00	50,000.00

Amount

Section: 116643 Scoreboard/Timing System

Section Details - Continuation

DRI Construction Services, LLC
Project Location at

W. Washburn

Capital Region Aquatics Center / Adkins Park Aquatics Center Renovation
Release No. 21211
Release Date: 11/22/2019

Line No.	Description	Quantity	Unit	Labor	Supply	Material	Sub	Total
11663 Guardrail/Trimming System - Total								
								0.00
Note 1 - Overlap Columns (see drawing)								
11663 Improved/Trimming System - Total								
								0.00

Section: 12400 Floor Mats & Frames

Zone 1				Subtotal Estimate of				
10	Non-Raised Floor Mat - Per Boundary	263.50	SF	0	0	0	1,600.00	1,600.00
Zone 1 - Total				0	0	0	1,600.00	1,600.00
12400 Floor Mats & Frames - Total				0	0	0	1,600.00	1,600.00

Section: 13110 Swimming Pool Structure

Zone 1				Subtotal Estimate of				
10	Pool Columns			0	0	0	0.00	0.00
20	Competition Pool (12,000 SF)	200.00	CY	0	0	0	1,000.00	1,000.00
30	Recreation Pool (3,000 SF)	150.00	CY	0	0	0	750.00	750.00
40	Deep Well Pool (4,412 SF)	250.00	CY	0	0	0	1,250.00	1,250.00
50	TM Spring Basin - Pool Platform	22.00	CY	0	0	0	110.00	110.00
60	TM Spring Basin - Pool Platform	28.00	CY	0	0	0	140.00	140.00
70	Mechanical Basin	10.00	CY	0	0	0	50.00	50.00
80	Basin Tank	20.00	CY	0	0	0	100.00	100.00
90				0	0	0	0.00	0.00
100	Pool Walks - Parter			0	0	0	0.00	0.00
110	Pool Water Pumps (2,000 GPM and 1,000 GPM)	11,000.00	SF	0	0	0	550.00	550.00
120	ASA Walkoff (1/2" x 1/2" x 1/2" Paver 600 sq. ft.)			0	0	0	0.00	0.00
Zone 1 - Total				0	0	0	2,050.00	2,050.00
13110 Swimming Pool Structure - Total				0	0	0	2,050.00	2,050.00

Section: 13115 Swimming Pools

Zone 1				Subtotal Estimate of				
10	Pool Mechanical Room (pool SF)			0	0	0	0.00	0.00
20	Pool Mechanical Systems - Control (2 Pools)	1.00	ME	0	0	0	1,000.00	1,000.00
30				0	0	0	0.00	0.00

Number:

Section 13115 Swimming Pools

BBL Construction Services, LLC
Project Estimator: ell

w/Chavez/ell

Capital Region Aquatic Center / Advanced Aquatic Center Renovation
Estimate No: 3110 Estimate Date: 12/24/23

Line No:	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
45	*** Competition Pool (13, 135 SF) ***	Zone 1	sf	0	0	0	0	0.00
50	Stainless Steel Perimeter Restriction System	Zone 1	lot	0	0	0	195,000.00	195,000.00
60	Movable Bulkheads (Two 35L x 5'W x 4'-0")	Zone 1	lot	0	0	0	875,000.00	875,000.00
70	Deck Equipment (Rail goods, recessed steps, stanchions)	Zone 1	lot	0	0	0	40,000.00	40,000.00
80	Competition Equipment (Starting Platforms, Lane Lines)	Zone 1	lot	0	0	0	330,000.00	330,000.00
90	Timing System with 3-LED Display Boards	Zone 1	lot	0	0	0	250,000.00	250,000.00
100	Access Lifts	Zone 1	ea	0	0	0	35,000.00	35,000.00
110		Zone 1		0	0	0	0	0.00
120	*** Dive Well Pool (5412 SF) ***	Zone 1	sf	0	0	0	0	0.00
130	Stainless Steel Perimeter Restriction System	Zone 1	lot	0	0	0	120,000.00	120,000.00
140	Diving Boards and Platform Flooring	Zone 1	lot	0	0	0	100,000.00	100,000.00
150	Tower Rail Goods	Zone 1	lot	0	0	0	110,000.00	110,000.00
160	Deck Equipment (Rail goods, recessed steps, stanchions)	Zone 1	lot	0	0	0	40,000.00	40,000.00
170	NSM Diving Boards	Zone 1	ea	0	0	0	130,000.00	130,000.00
180	Access Lifts	Zone 1	ea	0	0	0	35,000.00	35,000.00
200		Zone 1		0	0	0	0	0.00
220	*** Instructional Pool (3,530 SF) ***	Zone 1	sf	0	0	0	0	0.00
230	Stainless Steel Perimeter Restriction System	Zone 1	lot	0	0	0	110,000.00	110,000.00
240	Deck Equipment (Rail goods, recessed steps, stanchions)	Zone 1	lot	0	0	0	40,000.00	40,000.00
250	Access Lifts	Zone 1	ea	0	0	0	35,000.00	35,000.00
260		Zone 1		0	0	0	0	0.00
300	*** Design/Build Fees ***	Zone 1		0	0	0	0	0.00
330	ADG Planning, Architecture, & Engineering	Zone 1	lot	0	0	0	130,000.00	130,000.00
340	ADG Pool Configuration	Zone 1	lot	0	0	0	250,000.00	250,000.00
350	FF&E Allowance (Maintenance & Safety Equip, Chemicals, Life Guard Chairs)	Zone 1	lot	0	0	0	75,000.00	75,000.00

ABBL/ell

Section: 131113 Swimming Pools

BEI Construction Services, LLC
Project Number 02

Section Details - Continuation

Capital Region Aquatic Center / Affiliated Aquatic Center Building
Account# 2112 Account Date 12/03

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
Zone 1 - Total								
151115	Swimming Pools - Total			0	0	0	1,425.00	1,425.00
				0	0	0	1,425.00	1,425.00

191116 10M Diving Platform
Overridden to... 1,000,000
See Distribution Below

Section: 151125 10M Diving Platform

Overridden								
Zone 1 - Total								
151125	10M Diving Platform - Total			0	0	0	0	0
				0	0	0	0	0
				0	0	0	1,000,000	1,000,000
				0	0	0	1,000,000	1,000,000

Section: 133416 Grandstands / Bleachers

Zone 1								
16	Specialty Bleacher Seating	1,400.00	Seat				171.00	171,000
				0	0	0	171,000	171,000
20	Adaptive Bleacher Seating (Comparison Unknown)	800.00	Seat				171.00	136,800
				0	0	0	136,800	136,800
Zone 1 - Total								
133416	Grandstands / Bleachers - Total			0	0	0	317,800	317,800
				0	0	0	317,800	317,800

Section: 142100 Elevators

Zone 1								
10	Hydraulic Elevator - 2300 lb, 1000mm	1.00	Unit				61,000.00	61,000.00
				0	0	0	61,000.00	61,000.00
Zone 1 - Total								
142100	Elevators - Total			0	0	0	61,000.00	61,000.00
				0	0	0	61,000.00	61,000.00

Section: 210000 FIRE PROTECTION

Zone 1								
10	Fire Protection (Wet System) - MEPA 25	12,700.00	Sq Ft				4.00	50,800.00
				0	0	0	50,800.00	50,800.00
Zone 1 - Total								
210000	FIRE PROTECTION - Total			0	0	0	50,800.00	50,800.00
				0	0	0	50,800.00	50,800.00

Section: 230000 PLUMBING

Zone 1								
10	Service of Mechanical System	1.00	hr				25,000.00	25,000.00
				0	0	0	25,000.00	25,000.00
20	rough in Pool Mechanical	1.00	hr				25,000.00	25,000.00
				0	0	0	25,000.00	25,000.00

Section: 230000 PLUMBING

ABL Construction Services, LLC
Project Estimate #1

or Overbidder

Section Details - Continuation
Capital Region Aquatics Center / Alternative Aquatics Center Restoration
Estimate #2612
Revision Date 10/20/15

Line Item	Description	Quantity	Unit	Labor	Eqpt	Material	Sub	Total
40	Hospitality Rough-in	1.00	ls	0	0	0	10,000.00	10,000.00
41	Flashing Fixtures	110.00	ea	0	0	0	2,000.00	2,200.00
42	Floor Details	30.00	ea	0	0	0	49,000.00	49,000.00
43	Transit Grout - Post Deck Area	150.00	sf	0	0	0	100.00	150.00
44	Floor Tiles	10.00	sf	0	0	0	20,000.00	20,000.00
45	Tile Level Grouting Boards	400	ea	0	0	0	2,000.00	2,400.00
46	Roof Gables	12.00	ea	0	0	0	2,000.00	2,012.00
47	Ceiling Light Fixtures	22.00	ea	0	0	0	100,000.00	100,000.00
48	Shower sump pump	1.00	ea	0	0	0	61,000.00	61,000.00
49	Gas Piping	1,170.00	ea	0	0	0	2,000.00	2,170.00
Zone 1 - Total				0	0	0	1,257,000.00	1,257,000.00
220000 PLUMBING - Total				0	0	0	1,257,000.00	1,257,000.00

Section: 230000 HVAC

Line Item	Description	Quantity	Unit	Labor	Eqpt	Material	Sub	Total
50	HVAC - On Hand RTUs "VAV" system with w/ about 8 plenum return	6,700.00	sf	0	0	0	75.00	6,775.00
51	Ductwork/Accessories System			0	0	0	0	0.00
Zone 1 - Total				0	0	0	75.00	6,775.00
230000 HVAC - Total				0	0	0	75.00	6,775.00

Section: 260000 ELECTRICAL

Line Item	Description	Quantity	Unit	Labor	Eqpt	Material	Sub	Total
1	Electr. - Design Building office building	21,700.00	ea	0	0	0	50.00	21,750.00
1a	In-Ceiling Recessed Cans in white Black Boxes - Adaptive Sun			0	0	0	0	0.00
1b	New Recessed Distribution for 14th Electrical Boxes to Panels & Equipment			0	0	0	0	0.00
2c	Recessed Linear Lighting - Excluded			0	0	0	0	0.00
Zone 1 - Total				0	0	0	50.00	21,750.00
260000 ELECTRICAL - Total				0	0	0	50.00	21,750.00

Section: 272125 AV/Network Wiring

Number:

Section: 272125 AV/Network Wiring

H&L Construction Services, LLC
Superintendent: G

to Creditable

Section Details - Continuous
Capital Region Agency Center / Addressed Agency Center Extension
November 2019

Line No.	Description	Quantity	Unit	Lab	Equip	Material	Sub	Total
----------	-------------	----------	------	-----	-------	----------	-----	-------

Zone 1

14	Telco Wiring	24,771	LF					24,771
Zone 1 - Total								24,771

272123 AV Network Wiring - Total

Section: 273116 Public Address System

Line No.	Description	Quantity	Unit	Lab	Equip	Material	Sub	Total
----------	-------------	----------	------	-----	-------	----------	-----	-------

Zone 1

17	Public Address System Aluminum	160	EA					17,000
Zone 1 - Total								17,000

273116 Public Address System - Total

Section: 283123 Fire Alarm System

Line No.	Description	Quantity	Unit	Lab	Equip	Material	Sub	Total
----------	-------------	----------	------	-----	-------	----------	-----	-------

Zone 1

18	Fully Addressable Fire Alarm System	1	EA					221,250
Zone 1 - Total								221,250

283123 Fire Alarm System - Total

Section: 312200 Barriers

Line No.	Description	Quantity	Unit	Lab	Equip	Material	Sub	Total
----------	-------------	----------	------	-----	-------	----------	-----	-------

Zone 1

19	Interconnectivity for Competition Pool	2777.50	CY					27,775
20	Interconnectivity for Drive Wall Pool	2254.00	CY					22,540
21	Interconnectivity for Interconnect Pool	1343.00	CY					13,430
22	Interconnectivity for PLE Feeding @ Configuration Interconnect Pool	400.00	CY					4,000
23	Interconnectivity for Fire Feeding @ Drive Wall	85.00	CY					850
24	Interconnectivity for Competition Pool of Ingot	1372.00	CY					13,720
25	Interconnectivity for Drive Wall @ Ingot	1041.00	CY					10,410
26	Interconnectivity for Interconnect Pool of Ingot	481.00	CY					4,810
Zone 1 - Total								77,835

312200 Barriers - Total

Amount:

Section: 312200 Barriers

Section Details - Continuation

HEC Construction Services, LLC
 Report Date: 01/01/01

Capital Region Aquatic Center / Advanced Aquatic Center Addition
 Address No: 2011
 Report Date: 12/01/00

Line No	Description	Quantity	Unit	Labor	Equip	Material	\$/h	Total
---------	-------------	----------	------	-------	-------	----------	------	-------

314115 Dewatering
 Overridden to... 300,000
 See Distribution Below

Section: 314115 Dewatering

Overridden									
								Value Entered: 0	
- Total									
314115 Dewatering - Total								300,000	
								314115 Dewatering - Total	300,000

Section: 314116 Sheet Piling

Sheet 1								
								Value Entered: 0
15	see Quantity per Summary 04							0.00
20	Temp Soldier Pile / Wood Landing System at Competitive Pool	2,401.00	sf				95.00	228,095
30	Temp Soldier Pile / Wood Landing System at Drive Way	4,401.00	sf				95.00	418,095
Sheet 1 - Total								546,190
314116 Sheet Piling - Total								546,190

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

Section: 320000 Site Improvements

Overridden									
								Value Entered: 0	
- Total									
320000 Site Improvements - Total								0	
								320000 Site Improvements - Total	0

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

Section: 321216 Paving & Surfacing

Overridden								
								Value Entered: 0
- Total								

Section:

Section: 321216 Paving & Surfacing

Section Details - Continuation

BSL Construction Services, LLC
Project Estimate #2

1/1/2011

Capital Region Aquatics Center / Alfordock Aquatics Center Rehabilitation
Estimate No: 3211
Report Date: 11/10/11

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
-----------	-------------	----------	------	-------	-------	----------	-----	-------

321210 Paving & Surfacing - Total

0 0 0 0 0 0 0 0
 Zone 1 - Overall Totals (Subtotal) 0

321210 Paving & Surfacing - Total 0

Section: 321600 Site Concrete & Curbs

Zone 1		100		100		100		100	
To	Rep/Inst/Remove	Allowance	Rate 1						
				0	0	0	0	0	0
Zone 1 - Total				0	0	0	0	0	0
321600 Site Concrete & Curbs - Total				0	0	0	0	0	0

Amount:

Section: 321600 Site Concrete & Curbs

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, necessary 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 reasons? 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 model 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 within 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:** Programming 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 aquatic 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 \$24 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?

aboutblank

1/4

2/12/24, 1:45 PM

Responses

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 no, please describe the work necessary to address 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 limitation 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 revenues 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 bookkeeping/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 lay 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 Dutchessburg 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 Dutchessburg 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.

aboutblank

2/4

3/12/24, 1:36 PM

Response

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 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 auxiliary 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. The center 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 1,000 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

about:blank

3/4

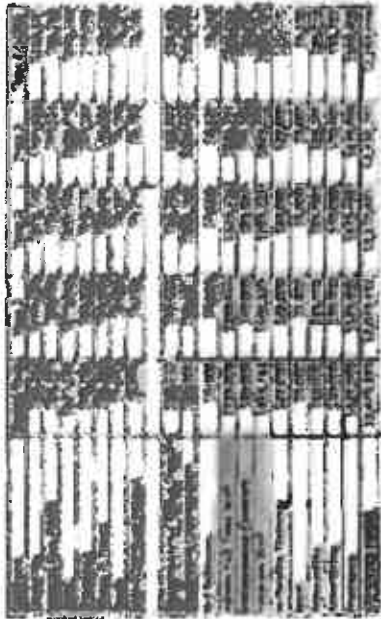
3/12/24, 1:28 PM

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

Case 1:17-cv-00001-UNA



SCHENECTADY COUNTY'S RESOLUTION



RESOLUTION 108-24

Sponsored by the Committee on Rules:

**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**

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

WHEREAS, the County Attorney by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with SUNY Schenectady and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

WHEREAS, the County Attorney advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to SUNY Schenectady; and

WHEREAS, the County Attorney further advises that the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

WHEREAS, the County Attorney further 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; and

WHEREAS, 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; and

WHEREAS, the County Attorney further advises that upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

WHEREAS, the County Attorney further advises that the Aquatic Center will be operated by SUNY Schenectady; and

WHEREAS, the County Attorney further advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will make recommendations for the operation of the Aquatic Center; and

WHEREAS, the County Manager by memorandum dated May 10, 2024 recommends that Schenectady County enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

RESOLVED, that the County Manager be and he hereby is authorized, after approval of the County Attorney as to form and content, to negotiate and to execute a Preliminary Agreement with SUNY Schenectady and Adirondack Aquatic Center consistent with the provisions of this Resolution.

5/14/2024: Reported from the Committee on Rules (RS1)
5/14/2024: Adopted by the County Legislature


Ayes: 10.9813 (Constantino, Fields, Gatta, Hess, Hughes, Jasenski, Ostrelloh,
Fatierno, Pratt, Samuel, Vellano)
Nays: 0.9112 (Cuomo)
Absent: 2.0530 (Frisoni, Ruzzo)
Abstain: 0.0000
Excused: 1.0545 (McGill)

Resolution 108-24

STATE OF NEW YORK }
County Legislature }
County of Schenectady }

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held May 14, 2024 on file in this office, and I do HEREBY CERTIFY the same to be a correct transcript there from in the whole of the original.

WITNESS my hand and the seal of the Schenectady County Legislature at the City of Schenectady this 15th day of May, Two Thousand Twenty-Four.


Geoffrey F. Hall, Clerk,
Schenectady County Legislature

**SCHENECTADY COUNTY COMMUNITY
COLLEGE'S RESOLUTION**

**RESOLUTION #
MAY**

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

WHEREAS, the SUNY Schenectady President by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with Schenectady County and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

WHEREAS, the President advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to the Student Housing; and

WHEREAS, the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

WHEREAS, there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of the eligible 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; and

WHEREAS, the SUNY Schenectady President 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; and

WHEREAS, upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

WHEREAS, the Aquatic Center will be operated by SUNY Schenectady ;
and

WHEREAS, the SUNY Schenectady President advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will advise and make recommendations on the operation of the Aquatic Center;
and

WHEREAS, the SUNY Schenectady President recommends that Schenectady Board of Trustees enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

RESOLVED, that the SUNY Schenectady President be and he hereby is authorized to negotiate and to execute a Preliminary Agreement with Schenectady County and Adirondack Aquatic Center consistent with the provisions of this Resolution.

ADDENDUM

Board Members of the Adirondack Aquatic Center
Kara Haraden
Mike Relyea
Sara Gregory
Laura Davis
Vince Versaci
Jeff Frankel
Taylor Slone



Schenectady County Legislature

Committee on Health, Housing and Human Services

Hon. Michelle Ostrelich, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: August 30, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Health, Housing and Human Services
Honorable Michelle Ostrelich, Chair
Tuesday, September 3, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS 22	A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF MENTAL HEALTH	Legislator Ostrelich	
HHHS 23	A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE SUPPORT OF THE SCHENECTADY COUNTY CHILD ADVOCACY CENTER	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 22

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF MENTAL HEALTH

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Office of Mental Health.

Summary of Specific Provisions:

Authorizes the acceptance of \$102,758 in funding from the NYS Office of Mental Health (OMH) to support the cost-of-living adjustments (COLA).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept an additional cost of living adjustment to state aid funding through the NYS Office of Mental Health.

Increase Expense Code By:

A544322.400601	Case Mgt Services-Adults	\$67,323
A544322.400604	Residential Services-Adults	\$3,217
A544322.400605	Vocational Services-Adults	\$5,570
A544322.400606	Community Support Prog-Adults	\$11,284
A544322.400607	Case Mgt Services-Child & Youth	\$6,483
A544322.400610	Vocational Services-Child/Youth	\$2,033
A544322.400611	Community Support Svcs-Child/Youth	\$6,842

Increase Revenue Code By:

A34322.349001	Mental Health Services	\$87,394
A34322.349006	Mental Health Services-Child & Youth	\$15,358
A34310.349007	Mental Health Services-Admin	\$8,936

Decrease Use of Surplus By:

A.599	Surplus Appropriation	\$8,936
-------	-----------------------	---------

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

Justification:

Keith Brown, Public Health Director, indicates the funding would impact the Office of Community Services Administration, the Bethesda House, Capital District YMCA, Ellis Hospital, Mohawk Opportunities, Northeast Parent & Child Society, Parsons Child & Family Center, Rehabilitation Support Services, and The Unity House.

Sponsor: Legislator Ostrellich

Co-Sponsor:

COUNTY OF SCHENECTADY

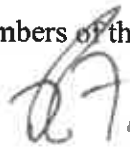


RORY FLUMAN
COUNTY MANAGER

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
Keith Brown, Public Health Director
Jaclyn Falotico, Commissioner of Finance

Date: August 30, 2024

RE: Authorization to Accept Funding from the NYS Office of Mental Health

Attached is a memorandum from Keith Brown, Public Health Director, requesting authorization to accept funding from the NYS Office of Mental Health in the amount of \$102,752. As Mr. Brown indicates, it will go towards cost-of-living adjustments.

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

I recommend your approval.



**SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES
INTEROFFICE MEMO**

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action – August 2024 Legislative Meeting
 Requesting Legislative Approval to accept funding from NYS OMH

CC: Jennifer Bargy, Deputy County Manager
 Jaclyn Falotico, Commissioner of Finance

DATE: 8/30/2024

Dear Rory,

The Schenectady County Public Health Services Office of Community Services has been notified by NYS Office of Mental Health (OMH) of an increase of \$102,752.00 in state aid to support cost of living adjustments.

The increase in funding from this state aid impacts the Office of Community Services Administration Bethesda House, Capital District YMCA, Ellis Hospital, Mohawk Opportunities, Northeast Parent and Child Society, Parsons Child & Family Center, Rehabilitation Support Services, and Unity House.

This funding increase affects the following programs:

A544322.400601 (Case Management Services - Adults)	\$ 67,323
A544322.400604 (Residential Services - Adults)	\$ 3,217
A544322.400605 (Vocational Services - Adults)	\$ 5,570
A544322.400606 (Community Support Programs - Adults)	\$ 11,284
A544322.400607 (Case Management Services - Children & Youth)	\$ 6,483
A544322.400610 (Vocational Services - Children & Youth)	\$ 2,033
A544322.400611 (Community Support Services - Children & Youth)	\$ 6,842

I am requesting that the Legislature approve the modification of the 2024 budget to accept these funds. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
 Public Health Director

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: August 29, 2024
SUBJECT: Budget Amendment – NYS Office of Mental Health State Aid Adjustment

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept additional cost of living adjustment to state aid funding through the NYS Office of Mental Health.

Increase Expense Code By:

A544322.400601	Case Mgt Services-Adults	
A544322.400604	Residential Services-Adults	\$67,323
A544322.400605	Vocational Services-Adults	\$3,217
A544322.400606	Community Support Prog-Adults	\$5,570
A544322.400607	Case Mgt Services-Child & Youth	\$11,284
A544322.400610	Vocational Services-Child/Youth	\$6,483
A544322.400611	Community Support Svcs-Child/Youth	\$2,033
		\$6,842

Increase Revenue Code By:

A34322.349001	Mental Health Services	
A34322.349006	Mental Health Services-Child & Youth	\$87,394
A34310.349007	Mental Health Services-Admin	\$15,358
		\$8,936

Decrease Use of Surplus By:

A.599	Surplus Appropriation	
		\$8,936

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

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 23

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE SUPPORT OF THE SCHENECTADY COUNTY CHILD ADVOCACY CENTER

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Office of Children and Family Services for the Child Advocacy Center.

Summary of Specific Provisions:

Authorizes the acceptance of funding of \$50,000 from the NYS Office of Children and Family Services for the Child Advocacy Center (CAC). This funding can be used on stipulated expenses incurred in the period beginning April 1, 2024 and ending March 31, 2025.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the New York State Office of Children and Family Services for a Legislative Initiative Grant.

Create/Increase Appropriation Code By:

A541165.415079	NYS/OCFS Legislative Initiative Grant	\$50,000
----------------	---------------------------------------	----------

Create/Increase Revenue Code By:

A31165.338979	NYS/OCFS Legislative Initiative Grant	\$50,000
---------------	---------------------------------------	----------

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

Justification:

Robert M. Carney, District Attorney, indicates that Assemblyman Phil Steck continues to support the work of the Child Advocacy Center and has provided funding to the District Attorney's Office in the amount of \$50,000. The intended use of this funding will be for staff training, supplies, material, and equipment for the CAC's mental health and victim advocacy programs.

Sponsor: Legislator Ostrellich

Co-Sponsor:

COUNTY OF SCHENECTADY

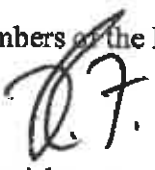


RORY FLUMAN
COUNTY MANAGER

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
Robert Carney, District Attorney
Jaclyn Falotico, Commissioner of Finance

Date: August 30, 2024

RE: Authorization to Accept Funding from the NYS Office of Children and Family Services for the Child Advocacy Center

Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to accept funding from the NYS Office of Children and Family Services in the amount of \$50,000 for the Child Advocacy Center (CAC). As Mr. Carney indicates, this funding fund trainings, supplies, material, and equipment for the CAC's mental health and victim advocacy programs.

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

I recommend your approval.

County of Schenectady
Office of the District Attorney

MEMORANDUM

TO: Rory Fluman, County Manager
Gary Hughes, Chair, County Legislature
Jaclyn Falotico, Commissioner of Finance

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

DATE: August 16, 2024

SUBJECT: Acceptance of new legislative initiative from Assemblyman
Phil Steck

Assemblyman Phil Steck continues to support our Child Advocacy Center and has provided us a new member item in the amount of \$50,000 to be administered by the Office of Children and Family Services. The period of this grant will run during the current State fiscal year from April 1, 2024, to March 31, 2025. CAC Director Susan Casey has advised me that the attached paperwork formally awarding this grant is being amended to define the purpose of the grant will be "for training, supplies, material, and equipment relative to the CAC's mental health and victim advocacy programs." We are currently developing a spending plan for these funds but since we are already almost 5 months past the start date to spend this grant, we should accept it now.

I thank Assemblyman Steck for his generous and ongoing support and ask you to accept this grant.

dh

SFY 2024-2025 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

SCHENECTADY COUNTY CHILD ADVOCACY CENTER, OFFICE OF
SCHENECTADY COUNTY DISTRICT ATTORNEY
388 BROADWAY
SCHENECTADY, NY 12305
(518) 388-4615

Project Title:

TRAINING FOR PROGRAMS

Amount of Legislative Initiatives Funded for SFY 2024-2025:

\$50,000

Purpose of Project:

FUNDS WILL BE USED TO PROVIDE TRAINING FOR THE VICTIM ADVOCACY
AND MENTAL HEALTH COMPONENTS OF THIS PROGRAM.

Project Director:

SUSAN B. CASEY
SUSAN.CASEY@SCHENECTADYCOUNTY.COM

Requested By:

STECK

Name of Administering State Agency:

OFFICE OF CHILDREN AND FAMILY SERVICES

Received
OCFS
07/17/2024



**Office of Children
and Family Services**

KATHY HOCHUL
Governor

DAMIA HARRIS-MADDEN, Ed.D., MBA, M.S.
Commissioner

August 5, 2024

Susan Casey
Schenectady County Child Advocacy Center, Office of the Schenectady County District Attorney
388 Broadway
Schenectady, NY 12305

Dear Susan Casey:

Congratulations! The New York State Legislature has established a Legislative Grant in the 2024-2025 State Budget for your Agency to be administered by the New York State Office of Children and Family Services (OCFS). The award will become final upon funding approval and your successful completion of the contract process.

Your staff must work with OCFS to complete the contract development and execution process. Please keep the following things in mind as you proceed:

- **Keep this letter for reference.** It provides important information you will need and contact information for the OCFS staff who will assist you. Please share it with anyone in your organization who will be working on contract development.
- If your grant is over \$50,000, once contract development is complete, the contract must be approved by the Office of the New York State Comptroller (OSC) and finalized by OCFS. It will then be "fully executed" and you can begin to submit claims against the grant. A contract approval letter with instructions to start the claiming process will be sent when this has occurred.
- OCFS does **NOT** expect you to begin providing services without this contract being fully executed. If you choose to do so, you run the risk of incurring expenses that OCFS may not be able to pay. If you have any questions about this, please contact your OCFS Contract Manager listed at the end of this document.

Award Information

Please note that your grant cannot be claimed against until your contract is successfully developed and approved (as described above). Here is your contract award information:

Contract Number:	TM12279	Award Number:	LA5072
Earliest Date to Start:	April 1, 2024		
Total Contract Value:	\$50000		

Contract Due Date

Our goal is to have a fully executed contract to meet prompt contracting deadlines. To accomplish this, you will be given 30 calendar days to develop your contract and work with OCFS staff to make any needed refinements. If you do not submit all required documents within 30 days, OCFS will be unable to complete the contract process and your contract approval will be delayed.

Contracting Guides & Requirements

- A copy of the Legislative Initiative Form including the purpose of the grant is attached for your use.
- **Begin the contract development process immediately.** The contract application and directions are available on the OCFS website at <https://ocfs.ny.gov/main/contracts/grants/>
- The contract term for this award must include the time necessary to complete the program/project and expend the award funds.
- Please pay special attention to all requirements in the Application Package; a checklist is included at the end of the Application Package.
- The completed, signed and notarized application package submitted to OCFS must be in paper form with original signatures.
- When submitting your Agency's application package, be sure to include a valid email address through which your OCFS Contract Manager can communicate with your Agency. The completed application package should be mailed to:

**NYS Office of Children and Family Services
Legislative Grants Administration Unit
52 Washington Street – South Building, Room 202
Rensselaer, NY 12144**

OCFS Contacts

If you have any questions regarding the contract development process, please feel free to contact your assigned Contract Manager, Vincenza Phelps at 518-486-5302, or via email at vincenza.phelps@ocfs.ny.gov. Please have the contract and award number available when calling for assistance. For general questions regarding this award, call the Contracting Helpline at 1-833-791-2741. Please have this letter in front of you when calling.

Again, congratulations on your award. We look forward to working with you.

Sincerely,



Sharon Devine
Deputy Commissioner for Administration-Finance

Cc: Damia Harris-Madden, Ed.D., MBA, M.S.
Commissioner

Enclosures

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: August 29, 2024
SUBJECT: Budget Amendment – District Attorney NYS OCFS Legislative Initiative

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from New York State Office of Children and Family Services for a Legislative Initiative Grant.

Create/Increase Appropriation Code By:

A541165.415079	NYS/OCFS Legislative Initiative Grant	\$50,000
----------------	---------------------------------------	----------

Create/Increase Revenue Code By:

A31165.338979	NYS/OCFS Legislative Initiative Grant	\$50,000
---------------	---------------------------------------	----------

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



Schenectady County Legislature

Committee on Labor and Civil Service

Hon. Pete Frisoni, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: August 30, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Labor and Civil Service
Honorable Pete Frisoni, Chair
Tuesday, September 3, 2024 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
LCS	21 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Frisoni	
LCS	22 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF THE SCHENECTADY JOB TRAINING AGENCY	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 21

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the Schenectady County Library.

Summary of Specific Provisions:

Authorizes the elimination of the positions of Librarian IV (CSEA Grade 20) and Librarian III (CSEA Grade 18) and the creation of two (2) positions of Librarian I (CSEA Grade 15).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Library personnel changes. This change will replace one vacant Librarian IV and one vacant Librarian III with two Librarian I position.

Increase Expense Code By:

L517410._01607	Librarian I (Increase by 2)	\$35,626
L517410.132400	Vacation	\$15,127

Decrease Expense Code By:

L517410._01266	Librarian III (Decrease by 1)	\$24,694
L517410._01459	Librarian IV (Decrease by 1)	\$41,341
L517410.130000	Longevity	\$6,362

Decrease Use of Fund Balance

L.599	Appropriated Fund Balance	\$21,644
-------	---------------------------	----------

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

Justification:

Charity Thorne, Executive Director of Schenectady County Public Library indicates, that the creation of more entry-level positions will help facilitate the Library's new initiative to expand the hours at the library starting in September without compromising the current library's services.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY

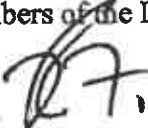


RORY FLUMAN
COUNTY MANAGER

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
Charity Thorne, Executive Director of Schenectady County Public Library
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: August 30, 2024

RE: Authorization to Eliminate and Create Positions at the Schenectady County Library

Attached is a memorandum Charity Thorne, Executive Director of Schenectady County Public Library, requesting authorization to eliminate the positions of Librarian IV (CSEA Grade 20) and Librarian III (CSEA Grade 18) and create two (2) positions of Librarian I (CSEA Grade 15). As Ms. Thorne indicates, creating more entry level positions will help facilitate the Library's new initiative to expand the hours at the library starting in September without compromising the library's services.

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

I recommend your approval.



Memo

Date: August 21, 2024

To: Rory Fluman, County Manager

From: Charity Thorne, Executive Director of Schenectady County Public Library

Re: Budget Amendment Request

Request: Convert full-time Librarian IV position (Grade 20, Step 6) to a full-time Librarian I position (Grade 15, Step 1).

Request: Convert full-time Librarian III position (Grade 18, Step 6) to a full-time Librarian I position (Grade 15, Step 1).

The continuous review of the library personnel needs and classification review through the Human Resources and Civil Service Department determined a priority is recruiting entry level positions and continue to strengthen our library workforce. The posting for a full-time Librarian I attracted several qualified candidates and through the continuous recruitment process there are some potential internal candidates that may have a promotional opportunity. With the expansion of library hours in September filling these positions will help facilitate this initiative and continue to further library services through customer service, collection development, programming, and outreach.

99 Clinton Street • Schenectady, NY 12305
518.388.4500 • www.scpl.org

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: August 29, 2024
SUBJECT: Budget Amendment – Library Personnel Staffing

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Library personnel changes. This change will replace one vacant Librarian IV and one vacant Librarian III with two Librarian I positions.

Increase Expense Code By:

L517410_01607	Librarian I (Increase by 2)	\$35,626
L517410.132400	Vacation	\$15,127

Decrease Expense Code By:

L517410_01266	Librarian III (Decrease by 1)	\$24,694
L517410_01459	Librarian IV (Decrease by 1)	\$41,341
L517410.130000	Longevity	\$6,362

Decrease Use of Fund Balance

L.599	Appropriated Fund Balance	\$21,644
-------	---------------------------	----------

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

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: August 28, 2024
Re: Elimination and Creation of Positions in the County Library System

The Schenectady County Public Library System has requested the elimination of a Librarian IV position and a Librarian III position and the creation two Librarian I positions.

I recommend the creation of two Librarian I positions at a CSEA Grade 15.

No additional action is necessary by the Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Labor and Civil Service
Dual Reference:
Initiative: LCS 22

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF THE SCHENECTADY JOB TRAINING AGENCY

Purpose and General Idea:

Confirms the Appointment of Sara Canfield to the Position of Director of the Schenectady County Job Training Agency.

Summary of Specific Provisions:

Authorizes Sara Canfield's appointment to Director of Schenectady County Job Training Agency, effective Monday, September 16, 2024.

Effects Upon Present Law:

none.

Justification:

Before joining the County's workforce, Ms. Canfield worked at Schenectady ARC, now known as Liberty ARC, where she held a number of roles from 2002 until 2017. During that period, she was a program director, a Medicaid service coordinator, and eventually a senior treatment coordinator. She provided support for individuals with intellectual disabilities, supervised her department, developed service plans, and executed clinician-developed treatment plans. Ms. Canfield then joined the Schenectady County Job Training Agency in 2017 as an employment and training counselor, providing counseling and vocational guidance to those in the department's various job training programs. She then became the senior employment and training counselor which allowed her to develop and strengthen partnerships within the community that would benefit Career Center customers. Ms. Canfield would eventually become the agency's Principal Employment and training Counselor. In that role, she supervised the Employment & Training department, developed the Schenectady County Biennial Employment Plan with the Temporary Assistance Unit, and tracked and assigned around 150 referrals per month for customers required to engage in employment services.

Sponsor: Legislator Frisoni

Co-Sponsor:

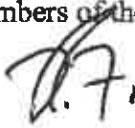
COUNTY OF SCHENECTADY



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: August 30, 2024
Re: Appointment of Sara Canfield to the Position of Director of Schenectady County Job Training Agency

I hereby appoint, Sara Canfield, subject to confirmation by the County Legislature, to the position of Director of Schenectady County Job Training Agency, effective Monday September 16, 2024 at a salary of \$101,124.

Before joining the County's workforce, Ms. Canfield worked at Schenectady ARC, now known as Liberty ARC, where she held a number of roles from 2002 until 2017. During that period, she was a program director, a Medicaid service coordinator, and eventually a senior treatment coordinator. She provided support for individuals with intellectually disabilities, supervised her department, developed service plans, and executed clinician-developed treatment plans. Ms. Canfield then joined the Schenectady County Job Training Agency in 2017 as an employment and training counselor, providing counseling and vocational guidance to those in the department's various job training programs. She then became the senior employment and training counselor which allowed her to develop and strengthen partnerships within the community that would benefit Career Center customers. Ms. Canfield would eventually become the agency's Principal Employment and training Counselor. In that role, she supervised the Employment & Training department, developed the Schenectady County Biennial Employment Plan with the Temporary Assistance Unit, and tracked and assigned around 150 referrals per month for customers required to engage in employment services.

Ms. Canfield received her Bachelors of Arts in Public Justice from SUNY Oswego.

I recommend your confirmation.

Sara Canfield

Principal Employment & Training Counselor with 20+ years of experience in human services, working both for not-for-profit and government agencies, serving diverse populations, managing caseloads, developing programming, and auditing services.

Professional Experience:

Schenectady County Job Training Agency, Schenectady, New York

April 2017 — Present

Principal Employment and Training Counselor

- Provide day-to-day oversight and supervision for the department, consisting of ten Employment & Training counselors and additional support staff.
- Interpret and implement regulations and guidelines for the Workforce Innovation and Opportunity Act (WIOA) and the Welfare-to-Work program.
- Track and assign 125-150 referrals per month from the Temporary Assistance Unit for customers required to engage in employment services.
- Develop the Schenectady County Biennial Employment Plan in collaboration with the Temporary Assistance Unit.
- Organize, manage, and compile data for monthly hiring events in partnership with the Schenectady College and Career Outreach Center (SCCOC).
- Write contracts and create training plans for individuals to participate in On-the-Job Training (OJT), a WIOA funded program, to help local businesses meet their labor force needs and upgrade their current workforce.

Senior Employment and Training Counselor

- Develop and strengthen partnerships with businesses, education & training providers, and community organizations to better serve Career Center customers.
- Implement and review processes for customers applying for Individualized Training Accounts to receive credentialing to improve their employment outcomes.
- Market Career Center services to businesses, organizations, and community members.

Employment and Training Counselor

- Provided counseling and vocational guidance and related services to individuals participating in the SNAP Employment & Training, Welfare-to-Work, and various youth services programs.
- Supported customers with diverse backgrounds and multiple barriers in obtaining full-time employment.
- Maintained records and data entry, including case notes detailing contacts and services provided.

Liberty ARC (Formerly Schenectady ARC), Schenectady, New York

October 2002 — April 2017

Senior Treatment Coordinator

- Provided supervision and leadership to the treatment coordination department.
- Coordinated the provision of all treatments, activities, experiences, or therapies as prescribed by the treating professionals.
- Liaison for all clinic services, from intake to referral, to treatment to discharge.
- Ensure that all recommendations of treatment plans developed by clinicians are carried out, and no duplication of service exists.

Medicaid Service Coordinator

- Case manager for individuals of all ages with intellectual disabilities.
- Developed and updated Individualized Service Plans for individuals on caseload, which included valued outcomes for the person to achieve.
- Provided advocacy, monitoring, linkage, and referrals to services as needed or requested by the individual and/or collaterals.

Program Coordinator

- Supervised one team leader and 8-10 direct care staff.
- Case manager/liaison between external and internal agency personnel who were involved with individuals attending program.
- Advocated for individuals in the day habilitation program.
- Developed Day Habilitation Plans which included valued outcomes and were updated at least semi-annually to reflect progress and changes.

Education:

State University of New York at Oswego, Oswego, NY
Bachelor of Arts, Public Justice



Schenectady County Legislature

Committee on Military Affairs Veterans

Hon. Holly Vellano, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: August 30, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Military Affairs Veterans
Honorable Holly Vellano, Chair
Tuesday, September 3, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
MAV	2 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF THE SCHENECTADY COUNTY VETERANS SERVICE AGENCY	Legislator Vellano	

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Military Affairs and Veterans
Dual Reference:
Initiative: MAV 2

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF THE SCHENECTADY COUNTY VETERANS SERVICE AGENCY

Purpose and General Idea:

Confirms the Appointment of Cheyenne Lovell to the Position of Director of Veterans Service Agency.

Summary of Specific Provisions:

Authorizes Cheyenne Lovell's appointment to the Director of Veteran's Services Agency position, effective Monday, September 16, 2024.

Effects Upon Present Law:

none.

Justification:

Ms. Lovell served as a member of the United States Navy as an Aegis Fire Controlman from 2015 until 2018. During that time, she was a computer network technician for the aegis ballistic missile defense. After that time in the Navy, she was a housing case manager at the YWCA in 2020 where she worked with residents who were staying at the organization's off-site properties and assessed their needs, creating plans of action for them. Ms. Lovelle then worked at Catholic Charities of Fulton-Montgomery County as a Domestic Violence Advocate / Safe Harbor Coordinator from October 2020 until July 2022. As part of that work, she led a monthly Domestic Violence and Human Trafficking Task Force. In addition, trained new hires provided community outreach, and planned trainings across the state. Ms. Lovell then returned to the YWCA in October 2022 as a Rapid Rehousing Case Manager where she provided case management and coordination to emergency housing families, working frequently with property managers, agencies, and landlords.

She then left that position to work for the County in July 2023 as its Veterans Service Office. She worked with the Director of Veterans Service Agency to provide support for the county's veterans and their families in navigating their benefits. Not only did she provide those everyday services, but Ms. Lovell also helped grow the agency's outreach program, pursued additional funding to redevelop the Family Support Program, and partnered with both the Office of Community Services' Peer 2 Peer program and the Office of the Conflict Defender.

Sponsor: Legislator Vellano

Co-Sponsor:

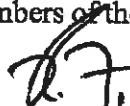
COUNTY OF SCHENECTADY



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: August 30, 2024
Re: Appointment of Cheyenne Lovell to the Position of Director of Veterans Service Agency

I hereby appoint, Cheyenne Lovell, subject to confirmation by the County Legislature, to the position of Director of Veteran's Services Agency, effective Monday September 16, 2024 at a salary of \$62,727.

Ms. Lovell served as a member of the United States Navy as an Aegis Fire Controlman from 2015 until 2018. During that time, she was a computer network technician for the aegis ballistic missile defense. After that time in the Navy, she was a housing case manager at the YWCA in 2020 where she worked with residents who were staying at the organization's off-site properties and assessed their needs, creating plans of actions for them. Ms. Lovelle then worked at Catholic Charities of Fulton-Montgomery County as a Domestic Violence Advocate / Safe Harbour Coordinator from October 2020 until July 2022. As part of that work, she led a monthly Domestic Violence and Human Trafficking Task Force. In addition, trained new hires, provided community outreach, and planned trainings across the state. Ms. Lovell then returned to the YWCA from October 2022 as a Rapid Rehousing Case Manager where she provided case management and coordination to emergency housing families, working frequently with property managers, agencies, and landlords.

She then left that position to work for the County in July 2023 as its Veterans Service Office. She worked with the Director of Veterans Service Agency to provide support for the county's veterans and their families in navigating their benefits. Not only did she provide those everyday services, Ms. Lovell also helped grow the agency's outreach program, pursued additional funding to redevelop the Family Support Program, and partnered with both the Office of Community Services' Peer 2 Peer program and the Office of the Conflict Defender.

I recommend your confirmation.

CHEYENNE LOVELL



Schenectady County
Veterans Service Officer

July 2023- Current

- Conducts intakes of Veterans and their dependents and advises them of their rights under Veterans benefits acts.
- Provides referrals to other agencies to help meet the needs of the clients that cannot be met by the Veterans benefits act. Monitors the progress of such referrals to ensure services are coordinated and received.
- Aids Veterans and dependents in the preparation and follow-up of applications for State and benefits including education, healthcare, service- connected compensation, non- service-connected pension, and survivor's benefits.
- Aids Veterans and dependents in accessing community-based housing resources to include grants and HudVash vouchers.
- Refers Veterans to community-based resources.
- Orchestrated and disbursed over 950 FreshConnect vouchers to Veteran households.
- Created the budget, and budget narrative for 2025 and skillfully managed budget shortfalls for the current 2024 budget.
- Created a beta electronic intake form to lower in person appointment duration times.
- Developed and maintained professional relationships with local agencies serving Veterans including Veterans Administration, Albany Housing Coalition, Department of Social Services, Department of Veterans Affairs, PFC Dwyer Peer to Peer program, SEAT center, Union College, and more.
- Maintains current Veterans publications such as Federal, State and County information and instructions and resource material on V.A. Medical Centers, outpatient clinics and their programs.
- Composes correspondence regarding inquiries on other Veterans related matters.
- Created the foundation for a growing outreach program with the goal of expansion to local military installations, veterans service organizations and a focus of the multi-generational demographic of Schenectady's Veterans.
- Redesigning the Agency's office to encompass a more welcoming environment for Veteran's and their families.
- Pursuing additional funding sources to redevelop the Family Support Program, expanding it to all Veterans within the community, with a focus on health and wellness.
- Partnering with the Peer 2 Peer program to create Veteran Centered events.
- Partnering with the Schenectady County Office of the Conflict Defender to provide insight on the effects of a military service on Veterans.

YWCA NENY
Rapid Rehousing Case Manager

October 2022- July 2023

- Provided case management and coordination to emergency housing families in the shelter and residing in permanent housing in the community.
- Developed a working relationship with property managers, agencies, and landlords in the community to obtain/maintain a healthy stock of affordable apartment listing for RRH families.
- Conducted initial screenings/intake, assessments for each family referred to RRH program.
- Conducted full inspections of all apartments/housing to ensure there are no health and safety concerns, prior to approving families/potential tenant to move into permanent housing.
- Communicated regularly and engage with tenant, property manager/landlord to address any concerns with income, rent or housing.
- Met with tenant regularly once a month through home visit and/or phone contact and assist tenant in developing/identifying/evaluating and revising service plan/goals.
- Linked tenant to appropriate services and activities within and outside the YWCA; including employment and training services, legal assistance, substance abuse programs, mental health and any other appropriate services identified by tenant.
- Served as liaison between YWCA and other social agencies and community resources.
- Maintained accurate up-to-date electronic records, paper files, client census, financial and reports for the RRH program.
- Communicated and case conference regularly with supervisor, team lead and team.
- Demonstrated understanding of and sensitivity to cultural differences and trauma informed care.
- Demonstrated compliance with all appropriate HIPAA Privacy and Security Standards

Catholic Charities of Fulton- Montgomery County

DV Advocate/ Safe Harbour Coordinator

October 2020- July 2022

- Strategically planned, created and conducted in person and virtual trainings across New York with State and private organizations such as CPS, DSS, and Planned Parenthood.
- Created education and training opportunities and awareness of CSEC and Human Trafficking for at risk youth through after school programs at community-based organizations and partnerships with School Social Workers.
- Led a Monthly Domestic Violence and Human Trafficking Task Force.
- Provided community outreach and education.
- Partnered with CPS, Planned Parenthood, and Captains to service client needs and conduct case management.
- Trained new hires for the Domestic Violence and Safe Harbour program.
- Provided court advocacy for clients which included petitions for Orders of Protection, modifications and child support.
- Managed program to stay within budget parameters.
- Aided in securing grant funding and managed budget to stay within grant parameters.
- Maintained quarterly statistic deadlines for the Office of Child and Family Services in New York State.
- Improved the program by creating tracking forms for fellow advocates to streamline the search for client housing.
- Completed intake forms with each client and assessed their needs for support services, resources and I helped them develop a critical plan for them to follow.
- Partnered with substance abuse counselors to provide domestic violence counseling and services in hospitals and clinics.

YWCA NENY
Housing Case Manager

January 2020- October 2020

- Provided case management for all residents on our off-site properties.
- Coordinated their case management with other agencies that they were involved with, particularly in areas of mental health, physical health, and recovery from addiction.
- Collaborated with my supervisor over important issues facing our residents to ensure the best outcome for our clients.
- Conducted inspections, provided home based case management, delivered food and supplies when needed.
- Worked with clients to assess their needs and created a plan of action to address those needs.
- Directed monthly house meetings and coordinated speakers to discuss available resources within the community.
- I coordinated client notes on progress achieved, provided client write ups as needed, communicated concerns and problems to supervisors and I discussed what course of action was needed to have a positive outcome.

Best Buy

Back Office Leader

June 2018- Mar 2019

- Verified applications, conducted interviews, and managed the new employee onboarding process.
- Provided on-going coaching, training and motivation to team members and other store personnel as needed to achieve financial goals and maintaining high standards of customer service.
- Ensured all Standard Operating Procedures for transactions and interactions at the front of the store are followed including visual merchandise standards, checkout, pickup, returns / exchanges / trade-ins, and recycling.
- As Back Office Leader I handled necessary merchandise authorizations and customer/employee resolutions.
- Met quarterly with employees for performance reviews and development needs.

United States Navy

Aegis Fire Controlman

March 2015 – June 2018

- Unix/Linux
- Cisco Internetworking Operating System management
- AEGIS COMPUTER NETWORK TECHNICIAN (ACNT) 6.3 COMPUTER COMMON Tactical Operating Environment
- Battle Force Tactical Training
- Aegis Ballistic Missile Defense

EDUCATION

Communications (Arts) Associates Degree

Graduating Fall of 2024, BA in Communications and minor in Sociology



Schenectady County Legislature
Committee on Public Facilities, Transportation and Infrastructure
Hon. Richard Patierne, Chair

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

DATE: August 3, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Public Facilities
Honorable Patierne, Chair
Tuesday, September 3, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	18 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS REGARDING INTERIOR IMPROVEMENTS AT THE PUBLIC WORKS FACILITY	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 8/30/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 18

Title of Proposed Resolution:

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS REGARDING INTERIOR IMPROVEMENTS AT THE PUBLIC WORKS FACILITY

Purpose and General Idea:

Provides Authorization to Amend the 2024 Capital Budget to Accommodate the Department of Engineering & Public Works Interior Renovations Project

Summary of Specific Provisions:

Authorizes the amending of the 2024 Capital Budget of \$277,000 to accommodate the interior renovation project at the department's facility.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Capital Budget to provide additional funding for the interior renovations of the DEPW facility.

AMEND PROJECT 5130240022 DEPW Interior Upgrades

Increase Expense Code By:

H545130.401000 Capital-Road Machinery Serv (5130240022-0001-0401-)	\$277,000
---	-----------

Increase Revenue Code By:

H93333.5710 Serial Bonds (5130240022-5710-0000-)	\$277,000
---	-----------

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

Justification:

Paul Sheldon, Director of Engineering & Public Works indicates this work would repair the building's water damage that occurred from the previous faulty roof, which has been subsequently replaced. The renovation would involve installing new flooring, replacing the ceiling tiles, and upgrading bathrooms.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY

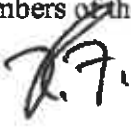


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Sheldon, Director of Public Works
Jaclyn Falotico, Commissioner of Finance

Date: August 30, 2024

Re: Authorization to Amend the 2024 Capital Budget to Accommodate the
Department of Engineering & Public Works Interior Renovations Project

Attached is a memorandum from Paul Sheldon, Director of Engineering & Public Works, requesting authorization to amend the 2024 Capital Budget in the amount of \$277,000 to accommodate the interior renovation project at the department's facility. As Mr. Sheldon indicates, this work would repair the building's water damage that occurred from the previous faulty roof, which has been subsequently replaced.

A contractor for this project was selected through the bidding process. The lowest bidder that was selected came in higher than the budgeted amount for this project, necessitating the additional funding.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, detail the necessary budgetary actions.

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: August 22, 2024
TO: Rory Fluman, County Manager
FROM: Paul Sheldon, Director of Public Works *PSS*
COPIES: File
SUBJECT: Capital Budget Amendment for DEPW Interior Renovations

The Department of Engineering & Public Works is moving forward with an interior renovation project to repair water damage that occurred prior to last year's roof replacement. The renovation will involve installing new flooring, replacing ceiling tiles, and upgrading the bathrooms.

The project has been advertised with three reputable contractors submitting the lowest bids. To proceed with the project, we need an additional \$277,000. A summary of the project costs is shown below.

General Contractor	\$468,800.00
Mechanical Contractor	\$129,300.00
Electrical Contractor	\$ 44,400.00
Furnishings	\$ 25,394.15
Field Change	<u>\$ 50,000.00</u>
Total Project Cost	\$717,894.15

There is currently \$440,894.15 remaining in capital account 5130240022.

Work is scheduled to begin in early October and be completed by early December.

Please advise if you need additional information.

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: August 29, 2024
SUBJECT: Budget Amendment – DEPW Interior Renovations

The Department of Finance provides the following amendment to the 2024 Capital Budget to provide additional funding for the interior renovations of the DEPW facility.

AMEND PROJECT 5130240022 DEPW Interior Upgrades

Increase Expense Code By:

H545130.401000	Capital-Road Machinery Serv	\$277,000
(5130240022-0001-0401-)		

Increase Revenue Code By:

H93333.5710	Serial Bonds	\$277,000
(5130240022-5710-0000-)		

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



Schenectady County Legislature

Committee on Ways and Means

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: August 30, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Ways and Means
Honorable Philip Fields, Chair
Tuesday, September 3, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsors</u>
PFTI	18 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS REGARDING INTERIOR IMPROVEMENTS AT THE PUBLIC WORKS FACILITY	Legislator Patierne	
LCS	21 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Frisoni	
HHHS	22 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF MENTAL HEALTH	Legislator Ostrelch	

Item	Title	Sponsor	Co-Sponsors
HHHS	23 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE SUPPORT OF THE SCHENECTADY COUNTY CHILD ADVOCACY CENTER	Legislator Ostrelich	
ECREP	3 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS ENERGY AND RESEARCH DEVELOPMENT AUTHORITY FOR AN ENERGY EFFICIENCY STUDY AND ENERGY CONSERVATION INITIATIVES	Legislator Pratt	
ECREP	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF STATE FOR THE SCHENECTADY COUNTY SOLAR ENERGY CONSORTIUM PROJECT	Legislator Pratt	