

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Tuesday, February 23, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING A LEASE AGREEMENT WITH MVP HEALTH CARE REGARDING CORPORATE SUITE NO. 17 AT THE TIMES UNION CENTER
3. AUTHORIZING AN AGREEMENT WITH SARATOGA RAILROAD ENGINEERING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE VOORHEESVILLE RAIL CROSSING QUIET ZONE
4. AUTHORIZING AGREEMENTS WITH DIRECT ENERGY BUSINESS REGARDING THE SUPPLY OF NATURAL GAS FOR VARIOUS COUNTY FACILITIES
5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE COUNCIL ON THE ARTS REGARDING FACILITIES UPGRADES AT A SHAKER HERITAGE SITE
6. AUTHORIZING AGREEMENTS WITH THE AFFORDABLE HOUSING PARTNERSHIP, AND PLUGIN SOLUTIONS ONLINE, LLC FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF AN ELECTRIC VEHICLE CHARGING STATION
7. AUTHORIZING THE SUBMISSION OF INTERCONNECTION APPLICATIONS TO NATIONAL GRID REGARDING THREE POTENTIAL SOLAR SITES IN ALBANY COUNTY

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Tuesday, January 26, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

Present: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

Excused: Christopher H. Smith

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:**2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE UNIFIED COURT SYSTEM REGARDING CUSTODIAL AND BUILDING MAINTENANCE SERVICES FOR THE ALBANY COUNTY COURT HOUSE, JUDICIAL CENTER AND FAMILY COURT**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote. Mr. Cleary abstained.

3. AMENDING RESOLUTION NO. 58 FOR 2016 REGARDING THE RENOVATION AND REHABILITATION OF THE SHAKER SITE BUILDINGS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AN AGREEMENT WITH INTERNATIONAL DIOXIDE, INC. REGARDING ODOR CONTROL FOR THE WATER PURIFICATION DISTRICT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AGREEMENTS WITH NATIONAL GRID REGARDING THE PURCHASE OF COUNTY OWNED STREETLIGHTS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

6. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE INSTALLATION OF FENCING AND GATES AT THE TIMES UNION CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



TIMES UNION CENTER

ALBANY, NEW YORK



AN **ASM** MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman- Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Daniel Lynch

From: Bob Belber
Regional General Manager

Date: January 22, 2020

Re: Request For Legislative Action – Lease Suite #17
MVP Health Care

New Suite Lease – Term – Start date – 1st of the month that the TU Center Reopens with events thru three years thereafter. Actual dates will be inserted once known.

(Note- Stanley Steemer's Suite #20 RLA was approved with the same exact verbiage for term.

This suite holder has been a fifty (50%) percent partner in suite #13 for many years with Protective Industrial Equipment. Last fall, the suite holders that occupied Suite #17 gave notice that they will not be renewing their lease moving forward. The previous suite holders in Suite #17 was Allstar Wine & Liquor and Shelter Enterprises. MVP Health Care was the first suite holder that is on the "Request to Move List". MVP is moving out of suite #13 and will take over 100% of Suite #17 effective as of the reopening of the arena. We are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with MVP Health Care whereby they will pay an annual lease amount of \$51,000 per year for three consecutive years.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned. The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,

Bob Belber - General Manager



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2269, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Request to Lease TU Suite 17 - MVP Health Care

Date: 1/27/2020
Submitted By: Bob Belber
Department: TUC
Title: Executive Director
Phone: 518-487-2008
Department Rep.
Attending Meeting: Bob Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

MVP Health Care
Attn Kelly K. Smith
625 State Street
Schenectady, NY 12305

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000/year

Scope of Services: Renting Suite # 17

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: 7128 - 02541

Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) - Starting on the 1st day of the month in which the Times Union Center reopens with events presented following the COVID pandemic; and continuing for three years thereafter.

Length of Contract: Three years

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Leasing Suite # 17 for a 3 year period - term as noted above. This is a new agreement however the suite holder (MVP Health Care) has been a 50% suite holder in a different suite (# 13) with Protective Industrial Equipment for many years. MVP will be leasing the entire suite (#17) as of the reopening of the TU Center and for three years thereafter. MVP paid \$1,500 as a deposit previously to renew their share of suite (#13). That prepaid deposit is being applied towards the required \$3,000, which must accompany the Letter of Intent. A check in the amount of \$1,500 (copy attached) has been received so MVP now has paid \$3,000 and the deposit will be applied to payments owed by MVP in year #1 once the lease agreement is signed. A Letter of Intent has also been signed to take over Suite (#17). We will bring another RLA in the near future for a company that will fill the 50% share of suite (#13), which is the suite that MVP was in previously.



ALBANY, NEW YORK



AN **SMG** MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

LETTER OF INTENT
By
MVP HEALTH CARE
For
CORPORATE SUITE #17

The above named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

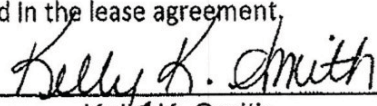
This Letter of Intent demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely suite #17 (hereafter the suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS (\$51,000) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of Intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Siena Saints men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$1,500.00 (ONE THOUSAND FIVE HUNDRED AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Dated: _____


Name: Kelly K. Smith
Title: Chief of Sales, SVP
Company: MVP Health Care

TIMES UNION CENTER
51 S PEARL ST
ALBANY NY 12207

DATE	INVOICE NO	COMMENT	TOTAL PAYMENTS	DISCOUNT	NET AMOUNT
12/21/20	13061	LETTER OF INTEN	1,500.00		1,500.00
CHECK: 501697 01/14/21 TIMES UNION CENTER 21664				CHK TOTAL:	\$1,500.00

THE BACK OF THIS CHECK CONTAINS A MVP CUSTOM MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY MVP CUSTOM MARK



JPMorgan Chase Bank N.A.
SYRACUSE, NY

50-937
213

501697
CHECK NUMBER

01/14/21
DATE

*****\$1,500.00
AMOUNT

VOID OVER *****\$1,500.00

PAY
ONLY One thousand five hundred and 00/100 Dollars

TO
THE
ORDER
OF

TIMES UNION CENTER
51 S PEARL ST
ALBANY NY 12207

Richard M. Odozzi
Authorized Agent(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

January 29, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Saratoga Railroad Engineering for the Design & Construction Inspection Services for the Voorheesville Rail Crossing Quiet Zone.

The County Purchasing Agent received three (3) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Saratoga Railroad Engineering based on their overall proposal. Saratoga Railroad Engineering had the highest rated proposal total. Six (6) weighted criteria are used for rating the proposals. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. Saratoga Railroad Engineering did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$131,440.00.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2289, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for an Agreement with Saratoga Railroad Engineering

Date: January 29, 2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Saratoga Railroad Engineering PC

11 Rose Terrace

Saratoga Springs, NY 12866

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$131,440.00

Scope of Services: Design and Construction Inspection

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: D5110.4079
Revenue Amount: \$131,440.00

Appropriation Account and Line: D5110.4079
Appropriation Amount: \$131,440.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 6/1/2021-12/31/2022
Length of Contract: 18 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Saratoga Railroad Engineering for the Design & Construction Inspection Services for the Voorheesville Rail Crossing Quiet Zone.

The County Purchasing Agent received three (3) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Saratoga Railroad Engineering based on their overall proposal. Saratoga Railroad Engineering had the highest rated proposal total. Six (6) weighted criteria are used for rating the proposals. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. Saratoga Railroad Engineering did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$131,440.00.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Department of Public Works

FROM: Karen Storm 
Purchasing Agent

DATE: January 29, 2021

RE: RFP #2021-002 Design and Construction Inspection Services
Rail Crossing Quiet Zone

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Saratoga Railroad Engineering in the amount not to exceed \$131,440.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Saratoga Railroad Engineering for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: January 29, 2021

RE: RFP #2021-002
Design and Construction Inspection Services
Rail Crossing Quiet Zone

Upon review of the three (3) proposals that were received regarding the aforementioned project, I would like to recommend Saratoga Railroad Engineering for the award in the amount not to exceed \$131,440.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: January 29, 2021

RE: RFP#2021-002
Design & Construction Inspection Services
Rail Crossing Quiet Zone

Attached please find the Rating Sheet along with Evaluation Score Sheets for the subject project. After reviewing all three (3) of the RFP's, we recommend the project be awarded to Saratoga Railroad Engineering on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$131,440.00.

Please let me know if you have any questions.

WA:ct

EVALUATION SCORE SHEET
RFP 2021-002
Design + Construction Inspection Services
Voorheesville Rail Crossing Quiet Zone

1/28/2021

PROPOSER		MASER CONSULTING, P.S.	MJ ENGINEERING & LAND SURVEYING	SARATOGA RAILROAD ENGINEERING			
Criteria	Weight						
Proposers Comprehension of the Required Scope of Services (work)	20%	10	2.000	5	1.000	10	2.000
Prior Experience in Similar Projects	30%	8	2.400	5	1.500	10	3.000
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	9	1.350	9	1.350	9	1.350
Total Proposed Price	20%	8	1.600	10	2.000	9	1.800
Client References	5%	10	0.500	5	0.250	10	0.500
Professional Qualifications (Evaluation of employees' resumes)	10%	7	0.700	7	0.700	10	1.000
		8.550		6.800		9.650	

Name: LISA RAMUNDO

EVALUATION SCORE SHEET
RFP 2021-002
Design + Construction Inspection Services
Voorheesville Rail Crossing Quiet Zone

1/28/2021

PROPOSER		MASER CONSULTING, P.S.	MJ ENGINEERING & LAND SURVEYING	SARATOGA RAILROAD ENGINEERING			
Criteria	Weight						
Proposers Comprehension of the Required Scope of Services (work)	20%	9.75	1.950	7	1.400	10	2.000
Prior Experience in Similar Projects	30%	10	3.000	7	2.100	10	3.000
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	7	1.050	8	1.200	8	1.200
Total Proposed Price	20%	6	1.200	10	2.000	7	1.400
Client References	5%	10	0.500	7	0.350	10	0.500
Professional Qualifications (Evaluation of employees' resumes)	10%	8.5	0.850	7	0.700	9	0.900
		8.550		7.750		9.000	

Name: 

EVALUATION SCORE SHEET
RFP 2021-002
Design + Construction Inspection Services
Voorheesville Rail Crossing Quiet Zone

1/29/2021

PROPOSER		MASER CONSULTING, P.S.	MJ ENGINEERING & LAND SURVEYING	SARATOGA RAILROAD ENGINEERING			
Criteria	Weight						
Proposers Comprehension of the Required Scope of Services (work)	20%	10	2.000	10	2.000	10	2.000
Prior Experience in Similar Projects	30%	10	3.000	5	1.500	9	2.700
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	15%	5	0.750	5	0.750	5	0.750
Total Proposed Price	20%	8	1.600	10	2.000	9	1.800
Client References	5%	10	0.500	10	0.500	10	0.500
Professional Qualifications (Evaluation of employees' resumes)	10%	7	0.700	8	0.800	9	0.900
		8.550		7.550		8.650	

Name: Wm Anderson

RATING SHEET
RFP 2021-002
Design + Construction Inspection Services
Voorheesville Rail Crossing Quiet Zone

	MASER CONSULTING	MJ ENGINEERING & LAND SURVEYING	SARATOGA RAILROAD ENGINEERING
Bill	8.550	7.550	8.650
Jim	8.550	7.750	9.000
Lisa	8.550	6.800	9.650
Totals	25.650	22.100	27.300
Average	8.550	7.367	9.100
Rank	2	3	1

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT OF PUBLIC WORKS



RFP #2021-002

**Design and Construction Inspection Services for the Voorheesville
Rail Crossing Quiet Zone**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

KAREN A. STORM, PURCHASING AGENT

112 STATE STREET, ROOM 1000

ALBANY, NY 12207

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Design and Construction Inspection Services for the Voorheesville Rail Crossing Quiet Zone

RFP NUMBER: 2021-002

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2021-002

**Design and Construction Inspection Services for the Voorheesville
Rail Crossing Quiet Zone**

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2021-002**

Sealed Proposals for **Design and Construction Inspection Services for the Voorheesville Rail Crossing Quiet Zone** as requested by Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday January 21, 2021.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on January 7, 2021

Karen A. Storm
Purchasing Agent

Dated: December 30, 2020
Albany, New York

PUBLISH ONE DAY – JANUARY 7, 2021 -- THE EVANGELIST
PUBLISH ONE DAY – JANUARY 7, 2021 -- THE TIMES UNION

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE VOORHEESVILLE RAIL CROSSING QUIET ZONE ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS RFP #2021-002

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for engineering design and construction inspection services (if necessary) for the Voorheesville Quiet Zone, as requested by the Albany County Department of Public Works.
- 1.2 The intent of these specifications is to furnish information to responsible proposers for the purpose of obtaining proposals to retain a NYS Licensed engineer to provide complete design and construction inspection services as outlined in Section 4: Scope of Services, (see project location map).
- 1.3 Any available original construction plans, and/or right-of-way plans for the project site may be viewed by appointment at the ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS, (518) 765-2055, 449 New Salem Road, Voorheesville, NY 12186.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on THURSDAY, JANUARY 21, 2021**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**

Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County Department of Public Works.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with railroad grade crossing design, specifically involving railroad coordination, quiet zone design and grade crossing traffic control.

- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.
- 3.9 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor’s executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County’s Local Emergency Order re Covid-19 and all supplements/renewals to said order.

SECTION 4: SCOPE OF SERVICES

- 4.1 The Successful Proposer shall provide design services for implementation of a quiet zone at the crossings of CSX Railroad and County Route 306 (Voorheesville Avenue) and County Route 201 (N. Main Street). The successful proposer shall provide the following services and submit a stamped set of plans, specifications, bid documents and estimate for the project as required.
- 4.2 Conduct a design kick-off meeting with the County and present a project design schedule.
- 4.3 Provide coordination with affected railroads, their consultants, federal, state and local agencies, including:
 - a. CSX Transportation.
 - b. SMS Rail Lines (operator/lessee of the NSRR line). Norfolk Southern (ROW owner at the 201 Crossing does not have jurisdiction of signal design, but should be notified)
 - c. Federal Railroad Administration.
 - d. NYSDOT
 - e. Village of Voorheesville.
- 4.4 Schedule and conduct an onsite diagnostic meeting. Coordinate representation from CSX, NYSDOT, NS (if required), SMS, Albany County and the Village of Voorheesville.

- 4.5 Topics discussed at diagnostic meeting should include, but not be limited to: gate layout and timing, limits and scope of traffic study, possible roadway geometry and/or sidewalk modifications, potential extension of the South Main Street sidewalk across the railroad; design information required by CSX to proceed with their signal design (A Notice of Intent has already been filed.)
- 4.6 Perform a traffic study at both intersections (The County will provide ATR counts as required). Design gate locations, gate length and timing based on results of the traffic study. Obtain current train counts, accident history and updated GX Inventory Sheets from FRA for both crossings. Supply data and design to CSX.
- 4.7 Provide updated Quiet Zone Calculations to CSX.
- 4.8 Provide a survey and topographic mapping (1:20 scale) of the project site to establish existing conditions and provide control data to the extent necessary to design and construct the project. This will require coordination with the railroad. Survey boundaries shall be mapped to the extent and accuracy necessary to construct the project. Right-of-way acquisition is not anticipated. Temporary construction easements and utility easements may be required and will be mapped by the design engineer if needed.
- 4.9 The successful proposer will calculate gate timing, design railroad crossing SSMs, gates and all other design features required by CSX. Design should include bringing the existing sidewalk on CR 306 up to current ADA standards. If roadway modifications are required, design should include, but not be limited to curbing, striping, paving and signage.
- 4.10 Apply for and obtain necessary permits required to progress this project and forward permits to the County.
- 4.11 If roadway and/or sidewalk modifications are required, produce preliminary construction plans that include the following:
- a) Cover sheet with location map.
 - b) Plans and details of the proposed improvements.
 - c) Drainage design and erosion control, if needed.
 - d) Work zone traffic control.
 - e) Table of Items and Quantities.
 - f) Preliminary engineer's estimate.
 - g) Striping and Signage Plan.
- 4.12 Coordinate design review with CSX, their consultants, Albany County, the Village of Voorheesville, Federal and State Agencies.
- 4.13 If required, develop contract plans, specifications and bid documents based on approved preliminary plans.
- 4.14 Meet with the County to review the plans, specifications and estimate. Modify the contract documents as required to address the County's comments.

- 4.15 Prepare a final construction cost estimate.
- 4.16 Provide one set of final plans on 11x17 paper, one in an electronic format compatible with the County's CADD system, and one copy of project manuals to the County for reproduction and distribution in paper form. Also, proposer will provide the County with 15 digital copies of the manual, plans and specifications on CDs or USB drives.
- 4.17 If required, prepare an Advertisement to Bid for the County's distribution. Answer any questions received from potential bidders during the bid period.
- 4.18 If required, attend the construction bid opening, review the bids and recommend award of the Contract.
- 4.19 If required, provide contract administration inclusive of scheduling and attending preconstruction meeting, review and approve shop drawings, prepare meeting minutes, resolve contract disputes, review, approve and prepare change orders for approval by the County.
- 4.20 If required, provide construction inspection and coordination, documentation and related services, including:
- a) Attend project meetings and prepare meeting minutes.
 - b) Provide coordination with involved railroads, municipalities and agencies.
 - c) Review all shop drawings associated with proposed construction and inform the County of approvals and any discrepancies.
 - d) Create and maintain inspection reports using the NYSDOT APPIA system, which will be turned over to the County upon completion of construction.
 - e) Review and prepare change order(s) to be submitted to the County for approval.
 - f) Assist the County with all construction contract disputes that arise while the contract is in effect.
 - g) Prepare final as-built drawings. Submit one paper copy along with a CD for County's files.
- 4.21 Provide P.E. Certification of Installed Crossing per NYSDOT standards to the Grade Crossing Unit.
- 4.22 Proposal Conditions and Assumptions:
- a) Unless otherwise stipulated by the County during informational meetings, design standards and guidance shall include:
 - 1. NYSDOT Standard Specifications.
 - 2. National Manual of Uniform Traffic Control Devices (MUTCD) and the NYS Supplement to the MUTCD.
 - 3. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design.
 - b) The County will provide an AutoCAD file with the Albany County Standard Border for use by the proposer. The County will distribute the final plans and specifications for bidders.

- c) The project is anticipated to be a SEQR Unlisted Action. A Short Environmental Assessment Form will be required. The project will be designed such that it will be in accordance with the NYSDEC requirements for environmental permits.
- d) If required, final design plans should be completed and ready for letting in December 2021, with completion by October 2022.
- e) Assume up to ten weeks of construction inspection at 40 hours/week when determining construction inspection cost.
- f) Assume possible utility conflicts with overhead and buried utilities.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be from the date of contract execution until six months after completion of all work under the contract.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience. **PROVIDE EXAMPLES OF ACTUAL QUIET ZONE**

PROJECT EXPERIENCE AND SUCCESSFUL COORDINATION WITH RAILROADS.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D") and MS4 Certification Statement (Attachment "E").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County department of Public Works Highway Engineering Division. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer's Comprehension of the Required (work) Scope of Services	20%
Prior Experience in Similar Projects	30%
Ability to Keep Project on Schedule and Within Budget- (Include examples and proposed project schedule)	15%
Total Proposed Price	20%
Client References	5%
Proposed Project Staffing- Evaluation of Employees' Resumes	10%

8.3 Proposals will be examined and evaluated by the Department of Public Works with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP

are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

- 10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

- 11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

- 12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to

seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to

comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: NOT IN USE

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: NOT IN USE

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or

expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the

Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: NOT IN USE.

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 28: GREEN INFRASTRUCTURE POLICY

28.1 The Prospective Bidder(s) acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Prospective Bidder(s) agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with said Policy

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Design and Construction Inspection Services for the Voorheesville Rail Crossing Quiet Zone

RFP Number: #2021-002

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Bid may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Proposer and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)
 - (e) MS4-1 Proposer Certification Statement (Attachment “E”)

- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Design and Construction Inspection Services for the Voorheesville Rail Crossing Quiet Zone

RFP Number: #2021-002

Bridge Inspection Services Section 4 – Scope of Services

(A) Total Design Cost: \$ _____

(B) Total Construction Insp. Cost: \$ _____
10 Weeks at 40/hrs/wk

(C) Contingency: \$ 5,000.00

PROJECT COST, A + B + C (NTE): \$ _____

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

SIGNATURE AND TITLE

DATE



VOORHEESVILLE AVE.

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☐ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☐ No	

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this _____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

January 28, 2021

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Re: MEGA – Direct Energy Natural Gas Contracts

Dear Mr. Joyce

The Albany County Energy Advisory Group (EAG) acting as the County's agent to secure the purchase of low cost energy is requesting authorization to use the Municipal Electric and Gas Alliance (MEGA) program with Direct Energy Business for the purpose of purchasing natural gas. This agreement would provide a lower natural gas rate of \$3.539 per dekatherm on accounts utilizing current fixed daily pricing for the period of November 1, 2023 to October 31, 2024. As compared to the current rate of \$4.77 per dekatherm the cost savings for the contract term listed above is estimated to be \$127,522.98.

Similarly the agreement would provide a lower gas rate of \$3.491 for the accounts utilizing fixed monthly pricing for the period of November 1, 2024 to October 31, 2025. As compared to the current rate of 3.801 per dekatherm the cost savings for the contract term listed above is estimated to be \$18,139.96.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc. Direct Energy Contracts – Fixed daily pricing
Direct Energy Contracts – Fixed monthly pricing
MEGA endorsement letter
Purchasing Award Letter

cc: Dennis A. Feeney, Majority Leader
Rebekah Kennedy, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2288, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract authorization to extend the natural gas fixed daily and fixed monthly contract with Direct Energy Business through the use of the Municipal Electric and Gas Alliance (MEGA) program

Date:	1/28/2021
Submitted By:	Angelo Gaudio
Department:	Water Purification District
Title:	Executive Director
Phone:	518-477-1624
Department Rep.	Energy Advisory Group
Attending Meeting:	Angelo Gaudio

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☒ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Direct Energy Business
194 Wood Avenue South, 2nd Floor
Iselin, NJ 08830

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: varies by department

Appropriation Amount: varies by department

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 11/01/2024-10/31/2025 - fixed monthly accounts 11/01/2023 - 10.31/2024 - fixed daily accounts

Length of Contract: 12 months (both daily and monthly accounts)

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 518 of 2017 and 374 of 2019

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The natural gas fixed daily pricing has recently dropped and reached a favorable pricing of 3.539 per dekatherm as compared to the current contract rate of \$4.77 per dekatherm. Similarly the fixed monthly pricing has dropped to \$3.491 per dekatherm as compared to \$ 3.801 per dekatherm. The rate change would yield an estimated total savings of \$145,662.94 for the contract terms listed above. In order to take advantage of the current market rate the Energy Advisory Group (EAG) is recommending extending the natural gas contracts with Direct Energy through the MEGA program.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET – ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN STORM
PURCHASING AGENT

NOTICE OF AWARD

January 25, 2021

Mr. Steven E. Mueller
Senior Account Manager
Direct Energy Business
194 Wood Avenue South, 2nd Floor
Iselin, NJ, 08830

RE: MEGA Natural Gas Contract

Dear Mr. Mueller:

Albany County is now participating in the MEGA (Municipal Electrical and Gas Alliance) program for the purposes of purchasing its natural gas for the accounts listed in the attached.

Full requirements for monthly and daily accounts fixed pricing is as follows:

Monthly Accounts
Term: 11/2/24 – 10/31/25
Fixed: \$3.491/dth
Swing: Full Plant
Annual volume: 58,516 dths

Daily Accounts
Term: 11/1/2023– 10/31/24
Fixed: \$3.539/dth
Swing: 10%
Annual volume: 103,593 dths

This award is being made by the Energy Advisory Group and will be approved at the Albany County Public Works Committee, with final approval by the full Albany County Legislature.

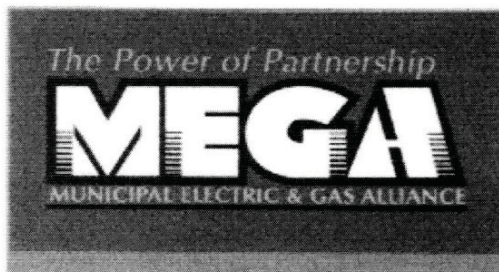
As soon as practicable thereafter contract documents will be forwarded for your signature.

Respectfully,

A handwritten signature in black ink, appearing to read "Karen A. Storm". The signature is fluid and cursive, with the first name "Karen" being more prominent.

Karen A. Storm
Purchasing Agent

cc: David Reilly, Commissioner Management and Budget
Angelo Gaudio, Executive Director, Water Purification District



A Local Development Corporation

P.O. Box 88
Ithaca, New York 14851

607.434.3333
www.megaenergy.org

VIA Email

Angelo Gaudio, P.E.

Angelo.Gaudio@albanycountyny.gov

Executive Director

Albany County Water Purification District

1 Canal Road, South

Albany, New York 12204

January 22, 2021

Dear Mr. Gaudio:

Thank you for participating in the Municipal Electric and Gas Alliance (MEGA) energy procurement program.

As you may know, MEGA's procurement for electric and natural gas supplies, and renewable energy credits, was conducted through Genesee County in conformance with New York State General Municipal Law and County Law. The Invitation to Bid was issued on August 23, 2018, and bids were received on September 7, 2018. As MEGA has in the past, we have recommended the lowest qualified bidder be awarded the contracts by Genesee County. Our partner in this procurement, Genesee County, was in conformance with the "piggybacking" provisions of Section 408-a of the NYS County Law and Section 103(3) of the NYS General Municipal Law, allowing all political subdivisions and districts within the State of New York to participate in the contracts awarded as a result of this procurement.

MEGA has endorsed **Direct Energy** for as the preferred vendor for natural gas supply programs in the National Grid, New York State Electric & Gas, Rochester Gas & Electric, National Fuel Gas utility territories through October 31, 2023.

MEGA is aware of the recent completion of the acquisition of Direct Energy by NRG Energy. MEGA looks forward to continuing its relationship with Direct Energy as its preferred supplier for the natural gas supply programs behind National Grid, New York State Electric & Gas, Rochester Gas & Electric, National Fuel Gas utility territories through October 31, 2023.

Should you have any questions, please do not hesitate to reach me directly at 607-434-3333.

Sincerely,

Ronald Feldstein

MEGA, President and CEO



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$3.539 per MMBTU. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Fixed: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	
Amount of Late Payment Fee and method of calculation	
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ 08830
1.888.925.9115
www.directenergy.com

Date: 01/26/2021
Time: 9:18 AM
Proposal Id: 64977738
Marketer Name: Mueller, Stephen

CUSTOMER INFORMATION

Customer Name: County of Albany



New



Renew

Contact Name: Karen Storm

Billing Contact:

Address: 112 State Street Albany, NY 12207 US

Billing Address:

Telephone: (518) 447-7140 **Fax:** (518) 447-5588

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Base Agreement For the Purchase And Sale Of Natural Gas between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
Erie St.	93999-37108	SC5
Port of Albany	48999-37103	SC5
840 Albany Shaker Rd	84199-37105	SC5

DELIVERY PERIOD

Begin: 11/01/2023

End: 10/31/2024

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

National Grid (Upstate) / 020918 TGP EAST DLY

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly		
November		11259		May	5717
December		12756		June	4669
January		13454		July	4785
February		12565		August	4797
March		11997		September	5185
April		8956		October	7453

PURCHASE PRICE

Fixed Price : \$3.539/MMBTU

SPECIAL PROVISIONS

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <http://www.dps.state.ny.us>.

Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction Confirmation.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered a Default by Buyer; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction Confirmation.

*According to the State of New York Public Service Commission's Uniform Business Practices, residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:
The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.539 / MMBTU

National Grid Balancing Charge: Pursuant to the Niagara Mohawk tariff, P.S.C. 219, Gas, Rule 17.5, Buyers of gas on the National Grid system are responsible for a monthly Balancing Charge calculated using the Buyer's Maximum Peak Day Quantity ("MPDQ"). While this charge is billed by National Grid to Seller, Buyer acknowledges payment responsibility for the Balancing Charge in addition to all other charges provided for in this Gas Sales Agreement. The Balancing Charge that will be invoiced by Seller as "LDC Tariff Pass-Thru" to Buyer, will be a straight pass-through of the amount billed to Seller by National Grid and will not include any additional costs or mark-up.

Gas Settlement Adjustment with 10% Swing: For each month of the Delivery Period, Buyer will pay the Purchase Price within a 10% bandwidth of the Contract Quantities plus the following settlements and adjustments as applicable. "Contract Quantity" means the volumes specified above.

If the Actual Quantity is more than the Contract Quantity, then the Purchase Price for each additional Dth of Actual Quantity above 110% will be a) the Index Based Rate GD-Iroquois Zone 2 plus \$0.600 for November through March; or b) the Index Based Rate GD-Dominion South Point plus \$0.350 for April through October. If the Actual Quantity is less than 90% of the Contract Quantity, then Seller will credit Buyer at (a) the Index Based Rate GD-Dominion South Point plus \$0.000 for November through March; or b) the Index Based Rate GD-Dominion South Point plus \$0.000 for April through October for each Dth under the Contract Quantity . However, in the case of a Pipeline or Utility curtailment, Operational Flow Order (OFO) or Operational Matching Order (OMO), Seller may, at its discretion, adjust the Index Based Rate to a commercially reasonable replacement rate solely for the duration of the event.

The "Index Based Rate" is the applicable rate indicated above as published in Platts Gas Daily.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to insure accurate billing, tax status indication is required. Please check the appropriate status below:

- ☐ Non-Exempt
- ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	County of Albany	Seller:	Direct Energy Business Marketing, LLC
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Proposal ID:	64977738
		Internal ID:	00023598 - CMA V.2



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$3.491 per MMBTU. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Fixed: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	
Amount of Late Payment Fee and method of calculation	
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ 08830
1.888.925.9115
www.directenergy.com

Date: 01/26/2021
Time: 9:22 AM
Proposal Id: 64977670
Marketer Name: Mueller, Stephen

CUSTOMER INFORMATION

Customer Name: County of Albany



New



Renew

Contact Name: Karen Storm

Billing Contact:

Address: 112 State Street Albany, NY 12207 US

Billing Address:

Telephone: (518) 447-7140 **Fax:** (518) 447-5588

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Base Agreement For the Purchase And Sale Of Natural Gas between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
449 New Salem Road	09224-22106	SC2
756 Albany Shaker Road	87251-01108	SC2
112 State Street	63399-37107	SC7
60 State Street	41912-68116	SC2
390 New Salem Rd	96224-21102	SC2
95 Tivoli Street	29252-67181	SC2
162 Washington Ave	91512-63114	SC2
165 Green Street	24912-68101	SC2
250 S. Pearl St.	02512-71119	SC2
52 S. Pearl St.	52799-37106	SC7
6 Lodge St.	50910-40019	SC7
32 Clinton Ave	80954-94007	SC7
Albany Shaker Rd.	81799-37107	SC7
830 Albany Shaker Road	38923-87006	SC2

DELIVERY PERIOD

Begin: 11/01/2024

End: 10/31/2025

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read

date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

National Grid (Upstate) / NGRID CNE07 MO DTI

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly	
November		6702		May 1756
December		9613		June 919
January		11047		July 845
February		9237		August 845
March		8047		September 1265
April		4245		October 3995

PURCHASE PRICE

Fixed Price : \$3.491/MMBTU

SPECIAL PROVISIONS

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <http://www.dps.state.ny.us>.

Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction Confirmation.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered a Default by Buyer; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction Confirmation.

*According to the State of New York Public Service Commission's Uniform Business Practices, residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through “door-to-door sales” Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:
The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.491 / MMBTU

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement – No GSA

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to insure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt

☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	County of Albany	Seller:	Direct Energy Business Marketing, LLC
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Proposal ID:	64977670
		Internal ID:	00023599 - CMA V.2



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$3.995 per Dth
Fixed or Variable and, if variable, how the price is determined	Fixed: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation.
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-Out Value for each Transaction and aggregate all amounts owing - See section 12 for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the maximum amount permitted by law - See Section 4 for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Host Utility rate are not guaranteed.



**Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business**

**194 Wood Avenue South, Second Floor,
Iselin, NJ 08830**

**Phone: 1-888-925-9115
business.directenergy.com**

Proposal Id 57423575

Marketer Name	Mueller, Stephen	Date	8/8/2019	Time	9:26:14AM
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CUSTOMER INFORMATION

Customer Name	County of Albany	☐ New ☒ Renewal	
Contact Name	Angelo Gaudio	Billing Contact	
Address	112 State Street Albany, NY 12207	Billing Address	112 State Street ALBANY, NY 12207
Telephone	Fax	Telephone	Fax
Email			

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	875 Watervliet Shaker Rd	85399-37103	SC-7
	Erie St.	93999-37108	Unknown
	Port of Albany	48999-37103	Unknown
	840 Albany Shaker Rd	84199-37105	Unknown
Delivery Period	Begin: 11/01/2022 End: 10/31/2023 The service start date hereunder will be the date that the Utility enrolls		

	Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.																												
Delivery Point	National Grid (Upstate)/020918 TGP EAST DLY																												
Contract Quantity (Dth)	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below. <table><tr><td>_____ Daily</td><td>_____ x _____</td><td>Monthly</td><td></td></tr><tr><td>November</td><td>11,628</td><td>May</td><td>5,354</td></tr><tr><td>December</td><td>12,044</td><td>June</td><td>4,653</td></tr><tr><td>January</td><td>14,957</td><td>July</td><td>5,815</td></tr><tr><td>February</td><td>12,780</td><td>August</td><td>5,668</td></tr><tr><td>March</td><td>14,117</td><td>September</td><td>5,690</td></tr><tr><td>April</td><td>9,763</td><td>October</td><td>7,276</td></tr></table>	_____ Daily	_____ x _____	Monthly		November	11,628	May	5,354	December	12,044	June	4,653	January	14,957	July	5,815	February	12,780	August	5,668	March	14,117	September	5,690	April	9,763	October	7,276
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April	9,763	October	7,276																										
Purchase Price	Fixed Price: \$3.995 /Dth																												

**Special
Provisions**

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <http://www.dps.state.ny.us>.

Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be

charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

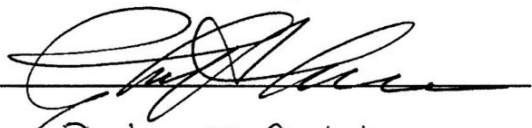
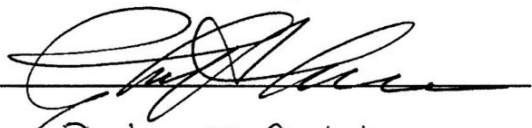
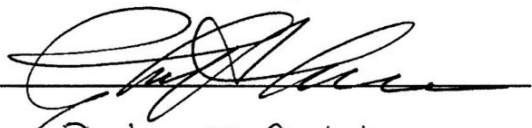
Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.995 /Dth.

National Grid Balancing Charge: Pursuant to the Niagara Mohawk tariff, P.S.C. 219, Gas, Rule 17.5, Buyers of gas on the National Grid system are responsible for a monthly Balancing Charge calculated using the Buyer's Maximum Peak Day Quantity ("MPDQ"). While this charge is billed by National Grid to Seller, Buyer acknowledges payment responsibility for the Balancing Charge in addition to all other charges provided for in this Gas Sales Agreement. The Balancing Charge that will be invoiced by Seller as "LDC Tariff Pass-Thru" to Buyer, will be a straight pass-through of the amount billed to Seller by National Grid and will not include any additional costs or mark-up.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Gas Settlement Adjustment with 10% Swing: For the purpose of determining the applicable Contract Quantity under this provision, Contract Quantity shall be determined by reference to the respective actual or estimated volumes specified in the "Contract Quantity" section of this Transaction Confirmation. For each month of the Delivery Period, Buyer shall first be responsible for paying the Purchase Price for the Contract Quantity, then, if applicable, to the following adjustments: If Buyer uses more than the Contract Quantity at the Delivery Point

in any month, Buyer will pay the Purchase Price for all Gas supplied to the Delivery Point, up to 110% of the Contract Quantity. If Buyer uses less than the Contract Quantity at the Delivery Point in any month, Seller will credit Buyer's account an amount obtained by multiplying the Purchase Price and the deficient Contract Quantity, up to 10% of the Contract Quantity. Adjustment in each month, November through March: If Buyer exceeds 110% of the Contract Quantity at the Delivery Point, Buyer will pay the Gas Daily Index GD-Iroquois Zone 2 plus \$0.600/Dth for all Gas supplied to the Delivery Point in excess of 110% of the Contract Quantity. If Buyer uses less than 90% of the Contract Quantity at the Delivery Point, Seller will credit Buyer's account an amount obtained by multiplying the Gas Daily Index GD-Dominion South Point plus \$0.000/Dth, by the deficient Contract Quantity that is in excess of 10% of the Contract Quantity. Adjustment in each month, April through October: If Buyer exceeds 110% of the Contract Quantity at the Delivery Point, Buyer will pay the Gas Daily Index GD-Dominion South Point plus \$0.350/Dth for all Gas supplied to the Delivery Point in excess of 110% of the Contract Quantity. If Buyer uses less than 90% of the Contract Quantity at the Delivery Point, Seller will credit Buyer's account an amount obtained by multiplying the Gas Daily Index GD-Dominion South Point plus \$0.000/Dth, by the deficient Contract Quantity that is in excess of 10% of the Contract Quantity. The "Gas Daily Index" will equal the average of the "Midpoint" prices published under the respective headings in Platts Gas Daily for supply on each day of the applicable month. If a day does not fall on a Business Day, the Gas Daily Index will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Gas Daily Index will be the price published on the preceding Business Day. If for any reason the Gas Daily Index does not reflect current market conditions, as determined by Seller, then Seller may substitute an alternative price for the calculations above.

Tax Exemption Status	☐ Non-Exempt ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.) <u>If exempt, must attach certificate.</u>		
PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-0964			
<table border="0"><tr><td data-bbox="66 373 803 779">BUYER: County of Albany By:  Print Name: <u>Philip F Calderone</u> Title: <u>Deputy County Executive</u> Date: <u>11/7/19</u></td><td data-bbox="803 373 1534 779">SELLER: Direct Energy Business Marketing, LLC By: <u>d/b/a Direct Energy Business</u> Print Name: _____ Title: _____ Date: _____</td></tr></table>		BUYER: County of Albany By:  Print Name: <u>Philip F Calderone</u> Title: <u>Deputy County Executive</u> Date: <u>11/7/19</u>	SELLER: Direct Energy Business Marketing, LLC By: <u>d/b/a Direct Energy Business</u> Print Name: _____ Title: _____ Date: _____
BUYER: County of Albany By:  Print Name: <u>Philip F Calderone</u> Title: <u>Deputy County Executive</u> Date: <u>11/7/19</u>	SELLER: Direct Energy Business Marketing, LLC By: <u>d/b/a Direct Energy Business</u> Print Name: _____ Title: _____ Date: _____		



NEW YORK CUSTOMER DISCLOSURE

Price	Your price is \$ 3.801 per Dth
Fixed or Variable and, if variable, how the price is determined	Fixed: Refer to Purchase Price on Transaction Confirmation and Special Provisions section on Transaction Confirmation.
Length of the agreement and end date	48 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-Out Value for each Transaction and aggregate all amounts owing - See section 12 for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the maximum amount permitted by law - See Section 4 for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either party.
Conditions under which savings to the customer are guaranteed	Savings compared to the Host Utility rate are not guaranteed.



**Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business**

**194 Wood Avenue South, Second Floor,
Iselin, NJ 08830**

**Phone: 1-888-925-9115
business.directenergy.com**

Proposal Id 50587371

Marketer Name Mueller, Stephen	Date 8/29/2018	Time 8:54:19AM
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CUSTOMER INFORMATION

Blend & Extend

Customer Name County of Albany	New	Renewal	
Contact Name	Billing Contact		
Address 112 State Street Albany, NY 12207	Billing Address		
Telephone	Fax	Telephone	Fax
Email			

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated May 15, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. Buyer and Seller agree that effective as of 29 Aug, 2018 ("Replacement Effective Date") this Transaction Confirmation shall supersede and replace in its entirety that certain Transaction Confirmation between Buyer and Seller dated as of 26 Oct, 2017 (the "Old Transaction"). Except as provided herein neither party shall have any further obligation under the Old Transaction on or after the Replacement Effective Date; provided that, the Old Transaction shall not be superseded and replaced with respect to any rights, liabilities or obligations of the Buyer or Seller for payments or other obligations: (i) due and payable or due to be performed prior to the Replacement Effective Date; or (ii) due and payable or due to be performed after the Replacement Effective Date, but which accrued with respect to or otherwise related to a delivery period or portion thereof (however defined) that ended prior to the Replacement Effective Date (collectively, the "Excluded Liabilities"). All such Excluded Liabilities shall be paid or performed, as the case may be, in accordance with the terms of the Old Transaction. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	449 New Salem Road 756 Albany Shaker Road 112 State Street 60 State Street 390 New Salem Rd 95 Tivoli Street 162 Washington Ave 165 Green Street 250 S. Pearl St. 52 S. Pearl St. 6 Lodge St. 32 Clinton Ave Albany Shaker Rd. 830 Albany Shaker Road	09224-22106 87251-01108 63399-37107 41912-68116 96224-21102 29252-67181 91512-63114 24912-68101 02512-71119 52799-37106 50910-40019 80954-94007 81799-37107 38923-87006	SC-2 SC-2 SC-7 SC-2 SC-2 SC-2 SC-2 SC-2 SC-7 SC-2 SC-2 Unknown SC-2
Delivery Period	Begin: 11/01/2020 End: 10/31/2024 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period. Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.		
Delivery Point	National Grid (Upstate)/NGRID CNE07 MO DTI		

Contract Quantity (Dth)	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below. _____ Daily <u> x </u> Monthly SEE ATTACHMENT 1 FOR MONTHS AND VOLUMES
Purchase Price	Fixed Price: \$3.801 /Dth
Special Provisions	For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at http://www.dps.state.ny.us. Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction. Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation

constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

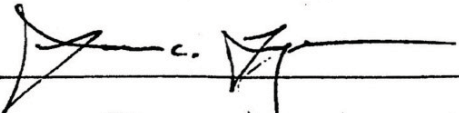
**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.801 /Dth.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

	Full Plant Requirement – No GSA
Tax Exemption Status	☐ Non-Exempt ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.) <u>If exempt, must attach certificate.</u>
PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-0964	
BUYER: County of Albany By:  Print Name: <u>Danielle Lynch</u> Title: <u>Deputy County Executive</u> Date: <u>10/26/2020</u> SELLER: Direct Energy Business Marketing, LLC By: <u>d/b/a Direct Energy Business</u> Print Name: _____ Title: _____ Date: _____	

ATTACHMENT 1

☐ Daily ☒ Monthly (choose one)

<u>Month</u>	<u>volumes</u>
Nov-20	7,705
Dec-20	11,083
Jan-21	12,749
Feb-21	10,654
Mar-21	9,264
Apr-21	4,851
May-21	1,958
Jun-21	988
Jul-21	900
Aug-21	900
Sep-21	1,390
Oct-21	4,558
Nov-21	7,705
Dec-21	11,083
Jan-22	12,749
Feb-22	10,654
Mar-22	9,264
Apr-22	4,851
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BUYER: County of Albany

By: [Signature]
 Name: Daniel C. Lynch
 Title: Deputy County Executive
 Date: 10/26/2020

SELLER: Direct Energy Business Marketing, LLC
 d/b/a Direct Energy Business

By: _____
 Name: _____
 Title: _____
 Date: _____

January 25, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Heritage requests legislative authorization to apply for a New York State Council on the Arts (NYSCA) Capital Projects Grant in the amount of \$49,500. Shaker Heritage meets the application requirements for this special opportunity as the recipients of NYSCA General Operating Support for over five years, and a long-term lease agreement. The anticipated due date for the application is March 11th, 2021 although the actual date will most likely be somewhat later due to the global pandemic.

If awarded, the funds from this grant will be matched by donations and pledges from foundations and private donors and applied towards facilities upgrades in the 1848 Meeting House. We seek to install a more energy efficient heating and cooling system, and improve building insulation to facilitate better climate control in the building year-round.

Albany architectural firm Lacey Thaler Reilly Wilson (LTRW) has supplied construction documents for improved building insulation, and Connecticut-based engineering firm Landmark Facilities Group (LFG) is currently conducting research on options for our HVAC system and preparing design documents for the grant. The LTRW documents are enclosed for your review, and a preliminary plumbing and electrical report from LFG is also enclosed.

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

Sincerely

Johanna Batman
Executive Director
Shaker Heritage Society

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2256, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Grant Application Authorization for Shaker Heritage Society

Date: 1/31/2021
Submitted By: Johanna Batman
Department: Shaker Heritage Society
Title: Executive Director
Phone: 518-456-7890 x1
Department Rep.
Attending Meeting: Johanna Batman

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☒ Grant

New

Submission Date Deadline 3/11/2021

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Shaker Heritage Society

25 Meeting House Road, Albany 12211

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 49,500

Scope of Services: Funds awarded from this grant will applied towards upgrades to the HVAC system in the 1848 Shaker Meeting House and improved insulation on the second level above the assembly hall.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

Revenue Account and Line: n/a: Shaker 2022 Budget

Revenue Amount: n/a

Appropriation Account and Line: n/a

Appropriation Amount: n/a

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 50

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2022 - 12/31/2022

Length of Contract: 1 year

Impact on Pending LitigationYes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Shaker Heritage requests legislative authorization to apply for a New York State Council on the Arts (NYSCA) Capital Projects Grant in the amount of \$49,500. Shaker Heritage meets the application requirements for this special opportunity as the recipients of NYSCA General Operating Support for over five years, and a long-term lease agreement. The anticipated due date for the application is March 11th, 2021 although the actual date will most likely be somewhat later due to the global pandemic.

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**SHAKER MEETING HOUSE – ALBANY, NY
MECHANICAL & ELECTRICAL SYSTEMS ASSESSMENT**

Prepared by:

LANDMARK FACILITIES GROUP, INC.

**252 East Avenue
Norwalk, CT 06855
www.LFGinc.com**

December 2020

ASSESSMENT OF MECHANICAL, ELECTRICAL AND PLUMBING SYSTEMS

INTRODUCTION

In September 2020, Landmark Facilities Group, Inc. of Norwalk, Connecticut conducted an on-site evaluation of existing mechanical and electrical systems at the Shaker Meeting House located at 25 Meeting House Road, Albany, NY. This report describes the existing condition of these systems and identifies any deficiencies. It then provides recommendations that, if implemented, would improve the long term preservation and safety of the building and occupants.

OVERVIEW

The first settlement of the Shakers was established on this site in 1776 by “Mother” Ann Lee. The Shakers are renowned for their technological innovations, music, architecture, and furniture. The last Shakers left the community in 1938. The 1848 Meeting House is a special building that features a small museum and gift shop that features locally made crafts.

OBSERVATIONS

MECHANICAL

Heat for the building is provided by a combination of hot water and electric sources. Hot water is created by a gas-fired category IV condensing boiler with an output of 375,000 BTUH located in a 3rd floor mechanical room. The boiler is vented through the roof of the building. The system is equipped with two zones; one which serves radiators in the front of the building, and another that serves a hot water coil in the air handler that heats the assembly space. Heat to the radiators is controlled by a thermostat located in the northwest room on the 2nd floor, with additional control provided by thermostatic valves at each radiator.



Gas-fired condensing boiler on 3rd floor

Hot water radiators are constructed from steel and most are equipped with thermostatic valves for temperature control. They are located along perimeter walls, mostly below windows on the 1st, 2nd and 3rd floors.



Typical steel hot water radiator with thermostatic valve (at left)

An electric fan-style heater is installed along the wall at the main entrance. An electric baseboard heater is installed in the restroom located within the gift shop.

The attic air handler serving the assembly space has a nominal airflow capacity of 6000 cfm. It was manufactured in 1997. A pair of 1.5” hot water pipes from the boiler traverse the attic and connect to a hot water coil located inside the air handler. A 20x20 duct provides ventilation air through an exterior louver on the south side of the building.



Hot water piping and motorized control valve at air handler

Warm air is delivered to the assembly space from (14) linear registers located along the east and west perimeter walls. A cluster of (6) 24x24 grilles return air back to the air handler from the south end of the space.

There are no central cooling systems operating in the building. A window air conditioner provides cooling for the gift shop area, and window units are also installed in the two north rooms on the 2nd floor.

ELECTRICAL

The building is served by a 200A, 120/208V, three phase, 4 wire system that appears to run overhead from a pole on Meeting House Road to a 200A, 120/208V, 3 phase, 4 wire panel surface-mounted in the basement. This panel distributes power to the two subpanels (Panel 1 & 2) on the first floor and the attic panel as well as some building

loads and appears to be in good condition. Panel 1 is a 125A main lugs only, 120/240V, single phase, 20 pole recessed load center and Panel 2 is a 100A main breaker, 120/240V, single phase, 24 pole recessed load center, both providing branch circuits to for lighting and power. Both panels appear to be in good condition. The attic panel is a 20 pole, surface-mounted load center with a separate 60A disconnect switch.



Photo 1 - Panel in basement



hoto 1 - Panel 1 on first floor



Photo 3 – Panel 2 on first floor



Photo 4 – Attic panel and disconnect switch

The branch wiring is a mixture of cloth insulated conductors and thermoplastic insulated conductors and BX cable. Feeders appear to be conductors in conduit.

PLUMBING

The water service enters the building as 2" black steel pipe that traverses the basement and rises up through the building near the main entrance. A hose rack for fire protection was observed on the 2nd floor (off the domestic water service). Sanitary piping is cast iron.



Hose rack located on 2nd floor

Domestic hot water is generated by two electric water heaters; one located in the basement, and another in the 2nd floor restroom.

Natural gas service enters on the west side of the building. A 1.5” pipe exits the meter and runs up to the 3rd floor mechanical room where it connects to the boiler.

FINDINGS

MECHANICAL

The boiler was manufactured in 2016 and is only 4 years old. However there is significant evidence of water leakage onto the boiler, apparently from the vent penetration through the roof above. This can shorten the service life of the boiler if left unattended, especially if water should come in contact with the boiler’s microprocessor.

	
Faulty vent connection above boiler	Evidence of water leakage onto boiler

The CPVC boiler vent pipe connects to a section of larger metal vent pipe, which is not permitted by the manufacturer. The vent should be reconfigured so that the CPVC pipe passes through the roof without interruption. The repair will likely require a roofing contractor to remove the metal pipe and provide flashing around the CPVC vent pipe to create a water-tight penetration.

Additional concerns around the boiler include (1) corrosion on at least 2 copper fittings, (2) improper support of a hot water pump, and (3) a condensate neutralizer in need of cleaning or replacement.

	
Corrosion on copper elbow above boiler	Corrosion on copper tee above boiler
	
Poor support of Hot water pump	Condensate neutralizer in need of service

Also, we noted that the condensate pump at the outlet of the neutralizer was set on the boiler room floor, outside the drain pan of the boiler. We recommend that either the pump be relocated into the boiler drain pan, or a small drain pan (dedicated to the pump)

is installed. Both pans should be equipped with an alarm to notify the building operator in the event that water is present.

We observed a chemical feed tank installed inside the boiler room. At least once a year (often in the Fall), a water treatment vendor should check the chemistry of the water in the closed hot water loop and add treatment chemicals as necessary.

The attic air handler is 23 years old and approaching the end of its useful service life. It should be replaced soon. A new modular air handler should be installed so that components can be rigged through the existing exterior louver or brought up the stairs. The hot water coil in the new air handler should be equipped with a 2-way control valve to take advantage of the existing variable speed pump in the boiler room. For outdoor ventilation air, a carbon dioxide sensor can be installed in the return air duct to achieve what is known as “demand control ventilation” or DCV. DCV can automatically reduce outdoor air quantities when there are few people present in the assembly space, to conserve energy. If the assembly space has a high occupancy (40 people or more) on a regular basis, an energy recovery ventilator should be installed to preheat ventilation air and save additional energy.

In the 2nd floor corridor, an actuator was found to have been detached from the thermostatic valve at the radiator. This valve should be repaired or replaced.



Broken actuator at thermostatic radiator valve

n the 3rd floor, the room on the north side has three hot water radiators. At least one of the radiators has a remote temperature sensor mounted on a cold exterior wall, which can skew its measurements. We recommend changing this valve to the type with an integral sensor to provide more accurate temperature sensing and better comfort.



Remote temperature sensor installed on exterior wall.

ELECTRICAL

There is a large junction box ceiling mounted in the crawlspace that shows evidence of extensive corrosion which appears to be due to water leakage. The water issue should be mitigated and the junction box replaced.



Another large ceiling mounted junction box in the crawlspace is missing its cover plate and exposing live wiring. The cover should be installed over this open junction box.



PLUMBING

While the hot water heater in the basement is newer, the unit installed in the 2nd floor restroom is 32 years old and should be replaced immediately. When this unit fails it can leak water down onto the 1st floor ceiling and cause damage to existing finishes. A new water heater can be set in an emergency drain pan with a liquid leak sensor.

Missing insulation on the 2" domestic water piping in the basement can increase moisture levels from condensation. This piping should be wrapped with insulation containing a continuous vapor barrier to prevent condensation on the pipe surface.

BUILDING ENVELOPE REMARKS

Typical for buildings constructed from this period, the envelope is quite porous or "leaky" to outdoors. Single pane glazing on windows offers high transmission of solar energy in summer, while letting drafts in and heat escape in winter.

In the absence of a vapor barrier, the dirt floor of the basement can add to interior moisture loads during heavy rains. While data loggers were deployed in select rooms on the upper floors, it may be useful to install a logger in the basement to monitor relative humidity levels and determine if the floor is a moisture load on the building.

Large gaps were observed around electrical conduit penetrations through the foundation wall. Such gaps can invite vermin and allow unconditioned air and moisture to enter; these gaps should be sealed airtight.

The thermal boundary for the unfinished attic is located at the floor, and the attic is vented to outdoors. This places the air handler, ductwork and piping in a cold environment in winter and increases the importance of complete and continuous insulation. The door to the attic should be weatherstripped to prevent air from passing through. While most of the hot water piping in the attic was insulated, components such as valves were not and this leads to heat loss and wasted energy. At worst, it creates a freeze risk if the boiler was unable to run for a prolonged period.

An inspection of the integrity of the attic floor insulation can be done from below (in the assembly space) using an infrared camera. This would best be done on a cold winter day when the temperature differential is high. Any “cold spots” detected by the camera would indicate locations where insulation should be added to avoid wasting energy.

Significant surface damage was observed on walls and ceilings in the assembly space. Most of the damage was limited to the southeast corner of the room, where paint and plaster finishes are failing – perhaps as a result of water intrusion. We recommend that a building conservator be brought in to identify the root cause and suggest remedial action before building structural elements are compromised.

RECOMMENDATIONS

Based on our findings from our site surveys, we recommend the following improvements to the building systems:

MECHANICAL

1. Replace boiler vent piping through roof and seal watertight.
2. Repair corroded copper fittings in boiler room.
3. Service or replace condensate neutralizer at boiler.
4. Verify that condensate pump is rated for boiler temperatures. Relocate pump into drain pan or provide small dedicated pan with water alarm.
5. Replace air handler serving assembly space. Provide new hot water and controls for Demand Control Ventilation, freezestat protection and duct smoke detector.
6. Insulate any exposed hot water valves, controls etc. in attic space.
7. Insulate all hot water piping in basement and provide labels with directional flow arrows.
8. Verify that a water treatment program is in place for the heating system.
9. Clean existing ductwork serving assembly space.
10. Repair or replace broken thermostatic radiator valve.

ELECTRICAL

1. The cloth-insulated conductors for branch wiring in the basement should be replaced with new thermo-plastic insulated conductors in conduit or MC cable. The cloth insulation is delicate and could crumble if disturbed potentially causing a fault resulting in a hazardous condition.
2. Panels do not have current directories. Verify branch circuits and provide current panel directories for all electrical panels.
3. Provide panel tags for panel in crawlspace and attic.
4. There appears to be corrosion on the contacts of the disconnect switch serving the air handling unit and should be verified. If so, this switch should be replaced and cause of corrosion mitigated.
5. Provide covers for all open junction boxes in basement and attic.

PLUMBING

1. Replace hot water heater in 2nd floor restroom.
2. Insulate domestic hot and cold water piping in basement and provide labels with directional flow arrows.

ENVELOPE

1. Address moisture problem in southeast corner of assembly space.
2. Seal openings into basement to exterior.
3. Provide weatherstrip and door sweep at attic door.
4. Perform infrared camera survey of insulation in attic floor.
5. Monitor humidity levels in basement and, if determined to be high, consider installation of polyethylene sheet on dirt floor.

**SHAKER MEETING
HOUSE - ATTIC
INSULATION**

**25 MEETING HOUSE ROAD
ALBANY, NEW YORK**

CONSTRUCTION DOCUMENT ESTIMATE

LACEY THALER REILLY WILSON

ESTIMATE PREPARED BY:

danda inc.

CONSTRUCTION COST CONSULTANT

APRIL 15, 2020

SHAKER MEETING HOUSE - ATTIC INSULATION

CONSTRUCTION DOCUMENT ESTIMATE

LACEY THALER REILLY WILSON

LIST OF DOCUMENTS

APRIL 15, 2020

G001	COVER SHEET	4/13/20
G002	GENERAL NOTES	4/13/20
G003	SPECIFICATIONS	4/13/20
A001	ATTIC PLAN	4/13/20
A002	LONGITUDAL SECTION	4/13/20
A003	TRANSVERSE SECTION & PHOTOS	4/13/20

SHAKER MEETING HOUSE - ATTIC INSULATION

CONSTRUCTION DOCUMENT ESTIMATE

LACEY THALER REILLY WILSON

LIST OF ASSUMPTIONS

APRIL 15, 2020

PRICING BASED UPON NON-PREVAILING WAGES RATES, FRINGES,
BENEFITS, PAYROLL TAXES; MARKET PLACE MATERIAL PRICING AND
RENTAL COSTS FOR EQUIPMENT INCLUSIVE OF TRADE CONTRACTORS
OH&P

ALL EXISTING DEBRIS IN ATTIC TO BE REMOVED BY OTHERS

EXCLUDES REMOVAL OF ANY HAZARDOUS MATERIALS

SHAKER MEETING HOUSE - ATTIC INSULATION

LACEY THALER REILLY WILSON

APRIL 15, 2020

DESCRIPTION	CONSTRUCTION DOCUMENT ESTIMATE				
	QUANTITY	U/M	UNIT PRICE	EXTENSION	TOTAL
1 REMOVE AND REPLACE WINDOWS FOR INSTALLATION OF INSULATION	2	EA	\$318.00	\$636	\$37,219
1 PROTECTIVE PLATFORM INSTALL AND REMOVE	1	LS	\$1,908.00	\$1,908	
1 REMOVE EXISTING FIBERGLASS BATT INSULATION	5,404	SF	\$0.80	\$4,323	
1 SCRAPE BOARDS OF FIBERGLASS RESIDUE	5,404	SF	\$0.40	\$2,162	
1 REMOVAL OF T&G FLOOR BOARD - SALVAGE FOR REINSTALLATION	5,404	SF	\$2.70	\$14,591	
1 BLOWN-IN CELLULOSE	4,840	SF	\$0.80	\$3,872	
1 RE-INSTALL REMOVED T&G FLOOR BOARD	5,404	SF	\$1.80	\$9,727	
2 REMOVE FIBERGLASS BATT INSTALLATION FROM VERTICAL SURFACES	976	SF	\$1.30	\$1,269	\$5,563
2 INSTALL NEW BATT INSULATION	976	SF	\$3.10	\$3,026	
2 INSTALL NEW WOOD BATTENS	976	SF	\$1.30	\$1,269	
3 REMOVE FIBERGLASS BATT INSULATION	660	SF	\$1.30	\$858	\$2,904
3 INSTALL NEW BATT INSULATION	660	SF	\$3.10	\$2,046	
4 REMOVE EXISTING INSULATION AT UNDERSIDE OF DUCT	154	LF	\$4.20	\$647	\$647
5 INSTALL NEW BATT INSULATION AT PERIMETER	306	SF	\$4.20	\$1,285	\$1,285
6 PROVIDE REPLACEMENT DECK BOARDS	186	SF	\$6.90	\$1,283	\$1,283
7 INSTALL NEW BATT INSULATION ILO CELLULOSE	564	SF	\$3.10	\$1,748	\$1,748
- ALLOW FOR CONTINGENCY	5.00%		\$50,649.80	\$2,532	\$2,532
SUBTOTAL				\$53,182	\$53,182
GENERAL CONDITIONS, OVERHEAD, FEE , BOND AND INSURANCE	16.00%				\$8,507
TOTAL					\$61,700

NYSCA GUIDELINES INFORMATION SESSION

Facilities Projects Program



NEW YORK
STATE OF
OPPORTUNITY.

**Council on
the Arts
FY2021**



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Program Goals

From small towns to major metropolitan areas, New York's arts venues are community lifelines and drivers of growth. Through the Facilities Projects Program, NYSCA makes strategic investments that enable cultural facilities to become more physically accessible and sustainable, enhancing arts organizations' abilities to connect with their communities. Strong facilities projects combine excellence in design with informed decisions that strengthen arts and cultural organizations across the state. NYSCA supports critical renovation, expansion and rehabilitation projects, as well as the purchase of major artistic equipment like theatrical lights and dance floors.

Program Prerequisites

- Applicants must have received three consecutive years of prior NYSCA support.
- Applicants must own their facility or have a long-term lease with at least six years to go at the time of the application.
- Applicants must have completed any facilities projects previously funded by NYSCA before applying for new support in the program.
- The project for which funding is sought cannot be supported by any other New York State programs or agencies. Projects which include other New York State support in the project budget are ineligible for NYSCA support



Council on
the Arts
FY2021

Key Dates & Deadlines

Guidelines
Released
January 14, 2020

Application
Period Begins
January 28, 2020

Deadline:
March 12,
2020 4PM

Award(s)
Announced By
EST December 15,
2020

Previous Year Statistics

- \$1,154,313 awarded
- 37 grants made to 37 organizations
- Grants across 18 counties and 7 REDC regions

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**Council on
the Arts**
FY2021

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☐ **Design Studies**

☐ **Capital Projects**

☐ **Capital Equipment**

☐ **Regrants and Partnerships**

(By Invitation)



Tips

- For ALL projects, the following priorities are considered: Projects that improve, expand, or rehabilitate existing buildings to provide access for all. • Projects that address known health and safety deficiencies. • Projects that address issues of building stabilization. • Projects from organizations that further cultural development in rural or minority communities. • Projects that reduce an organization's operating costs. • Projects that demonstrate environmental stewardship and/or sustainable building practices.
- If you are unsure what category to apply for, look at the support materials lists to see if you will be able to produce those documents.
- Your budget should include only the cost of eligible expenses (see above for what these are in each category). Please do not include ineligible items in the budget such as staff time, overhead, etc.
- If your request is part of a larger project, please contextualize it, but don't spend too much time on it. You may want to parse out a piece of a larger project so the panel isn't overwhelmed. Since our funding is limited. For example, if you are doing a large capital project, you might want to approach NYSCA for a discrete portion of it, like a new elevator.

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FAQs

What expenses should be shown in the project budget?

Only the expenses that are eligible for support. For Design Studies: the architect's fees for conceptual and schematic design phases. For Capital Projects: the costs of construction materials and labor. For Capital Equipment: the cost of equipment plus installation. In-kind support is acceptable. Please do not show indirect expenses such as staff time.

If my organization has received support in Design Studies, can we apply for Capital Projects in the next application cycle?

It depends. Applicants must have completed any previously supported facilities projects (capital equipment, capital projects, design studies AND REDC, Mid-Cap) before applying for a new project, including submission of the final report.

My organization leases space from a church; are we eligible?

No. These organizations are not eligible: Religious institutions or arts organizations requesting funds for a facility they share with or lease from a religious institution. Public school districts, public universities, or state agencies, or arts organizations leasing their facility from such an entity.

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- ✓ Prequalification is the first step; make sure your organization is Prequalified - and/or all vault documents are up to date.
- ✓ View application resources at www.arts.ny.gov/nysca-grant-opportunities, including our application manual PDF and interactive guide at www.arts.ny.gov/application-guide.
- ✓ There are no exceptions to the CFA application deadline once the deadline has passed. It is a time-sensitive application.
- ✓ Read the questions carefully and answer them directly. Be succinct. The NYSCA-CFA application questions have word counts.
- ✓ Use the Financial Notes section provided.
- ✓ Remember to answer all the CFA application questions and upload all support materials requested. Do not submit hard copy.



**Council on
the Arts**
FY2021

Contact

Christine Leahy
Program Director
christine.leahy@arts.ny.gov
(212) 459-8818

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THANK YOU!





DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

January 29, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

I am requesting authorization to enter into a Memorandum of Understanding (MOU) with the Affordable Housing Partnership (AHP) and Plugin Stations Online, LLC for the provision and installation of one dual port Electric Vehicle Charging Station (EVCS) for public use and installation of a single EVCS for the County fleet at the Albany County Department of Health building, located at 175 Green Street, Albany, New York 12202.

AHP has received grant funding from NYSERDA's Cleaner Greener Communities program to support renewable energy projects in low-income neighborhoods in Albany and approached the County about installing a station at the Green Street location. The charging station purchase and installation will be fully funded by the NYSERDA grant and the National Grid Make-Ready Program. Ongoing ASSURE maintenance and warranty program costs in the amount of \$928/year will be covered by the County through its existing account with ChargePoint.

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

Sincerely

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2217, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Requesting MOU with the Affordable Housing Partnership PlugIn Stations Online for the Provision and Installation of Charging Stations

Date: 1/6/2020
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) Memorandum of Understanding

Contract Terms/Conditions:

Party (Name/address):

Affordable Housing Partnership/Albany Community Land Trust
255 Orange Street
Albany, NY 12210

Additional Parties (Names/addresses):

PlugIn Stations Online
7 Cotton Mill Lane
Valatie, NY 12184

Amount/Raise Schedule/Fee: \$25,760
Scope of Services: Provision of one public charging station and Installation of one public and one fleet charging station at 175 Green Street.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: 100%

Term

Term: (Start and end date) 3/15/2021 - 3/14/2022

Length of Contract: One Year

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: N/A

Date of Adoption: N/A

Justification: (state briefly why legislative action is requested)

I am requesting authorization to enter into a Memorandum of Understanding (MOU) with the Affordable Housing Partnership (AHP) and Plugin Stations Online, LLC for the provision and installation of one dual port Electric Vehicle Charging Station (EVCS) for public use and installation of a single EVCS for the County fleet at the Albany County Department of Health building, located at 175 Green Street, Albany, New York 12202.

AHP has received grant funding from NYSEDA's Cleaner Greener Communities program to support renewable energy projects in low-income neighborhoods in Albany and approached the County about installing a station at the Green Street location. The charging station purchase and installation will be fully funded by the NYSEDA grant and the National Grid Make-Ready Program. Ongoing ASSURE maintenance and warranty program costs in the amount of \$928 will be covered by the County through its existing account with ChargePoint.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ALBANY,
PLUGIN STATIONS ONLINE, LLC,
AND
AFFORDABLE HOUSING PARTNERSHIP
FOR THE INSTALLATION OF
AN ELECTRIC VEHICLE CHARGING STATION

Contract No. ____ of 2021

This Memorandum of Understanding is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the “County”), Plugin Stations Online, LLC, with a principal address located at 7 Cotton Mill Lane, Valatie, New York 12184 (hereinafter called “Plugin”), and Affordable Housing Partnership, with a principal address located at 255 Orange Street, Albany, New York 12210 (hereinafter called “AHP”). The County, Plugin, and AHP may be referred to individually as a “[P]arty,” and collectively as the “[P]arties.”

WITNESSETH:

WHEREAS, the County has an interest in providing a dual port Electric Vehicle Charging Station to the general public and employees and a single EVCS for the County fleet at the Albany County Department of Health building, located at 175 Green Street, Albany, New York 12202; and

WHEREAS, AHP has received grant funding from NYSERDA’s Cleaner Greener Communities program to support renewable energy projects in low-income neighborhoods in Albany; and

WHEREAS, the County is eligible to receive such grant funding to install a dual port Electric Vehicle Charging Station from the AHP’s Eco-District Demonstration Project, which will cover partial funding of the dual port Electric Vehicle Charging Station. The remaining funding will be paid by National Grid through their incentive grant program; and

WHEREAS, Plugin has submitted a quote on September 11, 2020, which is incorporated by reference and made a part hereof, to provide the aforesaid electric vehicle charging station (hereinafter called the ‘Quote’); and

WHEREAS, the County has accepted the Quote from Plugin to provide the aforesaid electric vehicle charging station; and

WHEREAS, this Memorandum of Understanding sets forth the terms reached by the parties herein,

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Understanding, the Parties hereby agree as follows:

SECTION I. SERVICES

Plugin shall provide and install one (1) dual port Electric Vehicle Charging Station and install one (1) single port fleet Station at the Albany County Department of Health building, located at 175 Green Street, Albany, New York 12202. These services are further specified in the Scope of Work, which is attached hereto as Schedule B and made a part hereof.

The total cost of the aforesaid service is an amount not to exceed TWENTY-FIVE THOUSAND, SEVEN HUNDRED SIXTY AND 00/100 (\$25,760.00) DOLLARS. In Consideration of the terms and obligations of this Agreement, AHP agrees to pay, and Plugin agrees to accept, an amount not to exceed ELEVEN THOUSAND, SEVEN HUNDRED AND THIRTY-ONE AND 00/100 (\$11,731.00) DOLLARS.

The remaining cost of FOURTEEN THOUSAND AND TWENTY-NINE AND 00/100 (\$14,029.00) DOLLARS shall be paid by National Grid.

The County will retain ownership of the dual port Electric Vehicle Charging Station, located at 175 Green Street, Albany, New York 12202.

The County will pay ChargePoint the annual maintenance and service fee of NINE HUNDRED AND FORTY AND 00/100 (\$940.00) DOLLARS per year.

The County will pay ChargePoint the annual cloud fee of SIX HUNDRED AND FIFTY-EIGHT AND 00/100 (\$658.00) DOLLARS beginning one (1) year after the installation of the stations.

The prices set forth in the Quote shall remain fixed for the entire term of this Agreement and any renewals. The County is not subject to federal, state, or local taxes.

SECTION II. INDEMNIFICATION

Plugin shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by Plugin in relation to this Memorandum of Understanding.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Understanding shall be in full force and effect, commencing upon execution and continue in effect for one (1) year or until completion of services, whichever comes sooner.

SECTION IV. AMENDMENTS

This Memorandum of Understanding represents the entire Agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Daniel C. Lynch
Deputy County Executive
Office of the Albany County Executive
112 State Street, Rm. 1200
Albany, New York 12207

If to Plugin:

7 Coton Mill Lane
Valatie, New York 12184
1-855-467-3751

If to AHP:

Susan Cotner
255 Orange Street
Albany, New York 12210

SECTION VI. INSURANCE REQUIREMENTS

Plugin shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and the amounts provided in Schedule A attached hereto and made a part hereof. The Contractor shall provide thirty (30) days' written notice to the County of any insurance policy cancellation or change.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Understanding represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Understanding or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Memorandum of Understanding. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Understanding, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Understanding.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Understanding on the dates written below.

The County of Albany

By: _____
Daniel P. McCoy
County Executive

Date

Or
Daniel C. Lynch
Deputy County Executive

PLUGIN STATIONS ONLINE, LLC

By: _____
Name: _____ Date _____
Title: _____

AFFORDABLE HOUSING PARTNERSHIP

By: _____
Name: _____ Date _____
Title: _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On the ____ day of _____, 2021, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

1. **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, including death at any time, sustained by any person, caused by accident and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

SCHEDULE B

Scope of Work



Scope of Work for:

Albany County Dept of Health
175 Green St.
Albany, NY 12202

Electric Vehicle Charging Stations and "Make-Ready" Electrical Service:

Option 1 – (1) ChargePoint CT4021 dual port + installation of customer provided fleet station

Stations:

PlugIn Stations Online (PISO) recommends installing (1) level 2 dual output charging station(s) in the main parking area. This will support a total of 2 electric vehicles charging simultaneously. PISO recommends the ChargePoint CT4021 series stations as described in the submitted price quotation. Based on site conditions stations will be pedestal mounted and protective bollards are recommended to be installed to avoid contact with vehicles. In addition to the station hardware, the ChargePoint software commercial cloud plan is required as described in the quote. Also recommended is the ChargePoint Assure station maintenance plan which covers all repairs and maintenance and guarantees 98% up-time for the duration of the service agreement. In addition to the new CT4021 public charger the customer provided CPF-25 will be installed and commissioned at the same time.

NOTE: Customer may negotiate with ChargePoint directly to add the stations to their current network plan that serves their existing stations. Quotes will be adjusted accordingly depending on the outcome of this.

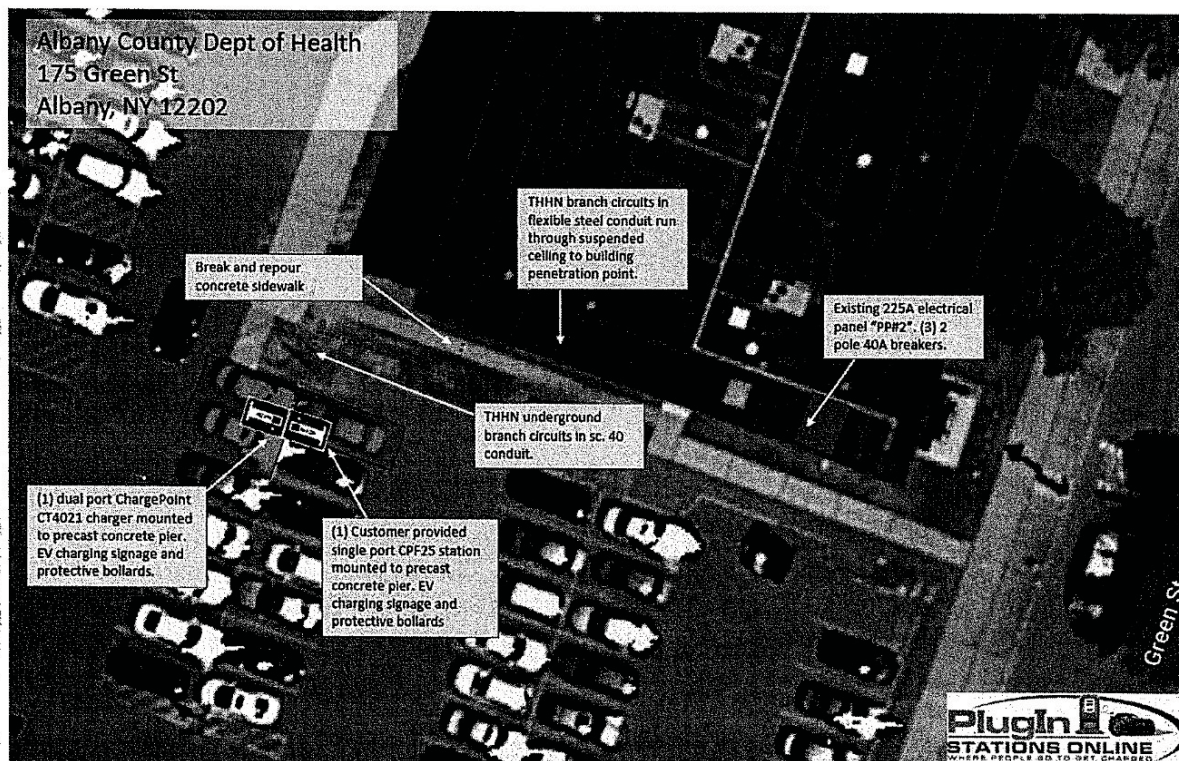
Make-Ready:

Each charging station requires 208/240V electrical service and two dedicated 40A/2 pole circuit. After reviewing the site it appears that the electrical panel in the basement utility area will be adequate to support the station(s). Each station be fed with a single 1" conduit containing 4x#8 + 1x#10 (2x40A/208V circuits + 1 shared ground per station). From the electrical panel PP#2 (3) 40A circuits will be run through the suspended ceiling to the corner of the building closest to the charging site. Circuits will penetrate the building at grade and continue in underground conduit

to the charging site. Precast concrete piers will be installed underground and will support the stations. Signage and protective bollards will be installed as well.

Station Location:

Below are marked-up site drawing which includes recommended station, conduit and panel location(s). The station location(s) was chosen based on several considerations including; proximity to adequate electrical panel, ease of vehicle access, reduction of station damage risk and visibility to the public.



Financial Summary (Option 1):

Total Project Cost - \$25,760

National Grid Incentive - \$14,029*

Net cost - \$11,731

*National Grid incentive requires pre-approval and is paid directly to PISO

Note: Additional discussions required to determine the financial interaction between Affordable Housing Partnerships, PISO, Incentive Program Sponsors and Albany County.

Ngrid Incentive Summary

Charger Type	Ports	Make Ready Cost	Ngrid Incentive
Public	2	\$14,367.50	\$12,930.75
Fleet	1	\$2,197.50	\$1,098.75
Total	3	\$16,565.00	\$14,029.50

Project Financial Summary

Total Project Cost	\$25,760.00
National Grid Incentive	-\$14,029.50
Net Cost	\$11,730.50

PlugIn Stations Online, LLC

7 Cotton Mill Lane
 Valatie, NY 12184
 +1 8554673751
 info@pisoev.com
 http://www.pisoev.com

**Estimate****ADDRESS**

Susan Cotner
 255 Orange Street
 Albany, NY 12210

ESTIMATE #	DATE	EXPIRATION DATE
100487	09/11/2020	12/11/2020

P.O. NUMBER

Albany County Dept of Health

SITE ADDRESS

175 Green St. Albany NY 12202

ACTIVITY	QTY	PRICE	AMOUNT
CT4021-GW1SC Dual Output, Gateway Option, Bollard Unit - 208/240V @30A with Cord Management. State Contract #PC68451	1	5,768.00	5,768.00T
CT4000 Shipping	1	195.00	195.00T
CPCLD-Commercial-1 1 Year Prepaid Commercial Cloud Plan, price is per port. State Contract #PC68451	2	329.00	658.00T
CPSUPPORT-ACTIVE Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station. State Contract #PC68451	1	349.00	349.00T
CPF-ACTIVE Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per port. State Contract #PC68451	1	100.00	100.00T
CT4000 Installation ChargePoint-certified station-only installation and network setup of a CT4000-series station. State Contract #PC68451	1	1,200.00	1,200.00T
CPF50 (single) Installation ChargePoint-certified station-only installation and network setup of a CPF-series station. State Contract #PC68451	1	800.00	800.00T
Electrical Make-Ready Electrical site preparation per scope of work	1	14,540.00	14,540.00T

ACTIVITY	QTY	PRICE	AMOUNT
Protective Bollards 4" Round Steel Protective Bollards and Yellow sleeves, installed.	4	350.00	1,400.00T
Sign on Signpost 12"x18" sign on u-channel signpost, installed.	3	250.00	750.00T

By signing below, customer approves the scope of work and the pricing laid out in this estimate. PAYMENT TERMS: Payment for equipment is due upon order. Balance of payment is due upon station activation. The late payment fee will be one and one-half percent (1.5%) of overdue payment per every thirty (30) day period or portion thereof past due date.	SUBTOTAL	25,760.00
	TAX (0%)	0.00
	TOTAL	\$25,760.00

To provide you with the option to pay by credit or debit card, PISOEV has made arrangements with QuickBooks. QuickBooks charges a convenience fee of 2.9% for each card payment you make. If you wish to pay by credit or debit card, please let us know and we will issue your invoice with the convenience fee added.

State Contract #PC68451

Accepted By

Accepted Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

February 4, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

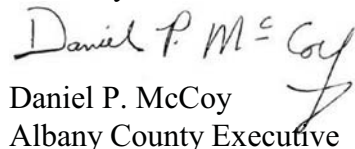
Dear Chairman Joyce:

As part of my ongoing efforts to make Albany County a leader in sustainability, I am requesting authorization to allow Siemens Industry Inc. to submit interconnection applications to National Grid for three potential solar sites: the radar tower property, Albany County DPW, and Cornell Cooperative Extension. The RFP for these services was issued by NYPA with County representation on the grading team. After review and technical evaluation of the proposals by NYPA the evaluation team determined that Siemens was the recommended proposer based on their technical capabilities and cost-effective proposal. After evaluation of several sites, the abovementioned sites were determined to be the most cost-effective and technically feasible.

The interconnection applications do not bind the County to move forward with projects at these sites; however, due to the length of the interconnection process it is advantageous to apply as soon as possible. The interconnection application allows the utility to complete a study of its infrastructure to give the project a point of connection to the grid, inform the engineer of any necessary infrastructure upgrades, and provide the associated cost estimates. The attached documents (Customer Letter of Authorization, Appendix H, and Appendix B) must be completed by the county as part of the Engineer's interconnection application.

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2296, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Requesting Authorization for Siemens Industry Inc. to Submit Interconnection Applications on Behalf of Albany County

Date: 2/4/2021
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☒ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Siemens Industry Inc
6 British America Boulevard Suite 104C
Latham, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 14 for 2020

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

As part of my ongoing efforts to make Albany County a leader in sustainability, I am requesting authorization to allow Siemens Industry Inc. to submit interconnection applications to National Grid for three potential solar sites: the radar tower property, Albany County DPW, and Cornell Cooperative Extension. Siemens was selected as the proposed engineer and developer after the New York Power Authority conducted a Request for Proposals on behalf of the County and they provided the most complete and cost-effective option. After evaluation of several sites, the abovementioned sites were determined to be the most cost-effective and technically feasible.

The interconnection applications do not bind the County to move forward with projects at these sites; however, due to the length of the interconnection process it is advantageous to apply as soon as possible. The interconnection application allows the utility to complete a study of its infrastructure to give the project a point of connection to the grid, inform the engineer of any necessary infrastructure upgrades, and provide the associated cost estimates. The attached documents (Customer Letter of Authorization, Appendix H, and Appendix B) must be completed by the county as part of the Engineer's interconnection application.

APPENDIX H

New York State Standardized Acknowledgment of Property Owner Consent Form

Interconnecting Utility: _____

Utility Project Number (if available): _____

(Note: This Acknowledgment is to be signed by the owner of the property where the proposed distributed generation facility and interconnection will be placed, when the owner or operator of the proposed distributed generation facility is not also the owner of the property, and the property owner's electric facilities will not be involved in the interconnection of the distributed generation facility.)

This Acknowledgment is executed by _____,
(the "Property Owner"; as used herein the term shall include the Property Owner's successors in interest to the Property), as owner of the real property situated in the City/Town of _____, _____ County, New York, known as _____ [street address] (the "Property"), at the request of _____ [name of Developer] (the "Developer"; as used herein the term shall include the Developer's successors and assigns).

This Acknowledgment does not grant or convey any interest in the Property to the Developer.

1. The Property Owner certifies as of the date indicated below that the Property Owner is working exclusively with the Developer on a proposal to install a distributed generation facility (the "Facility") on the Property.

OR

2. The Property Owner certifies as of the date indicated below that the Developer has executed with the Property Owner one of the following: a signed option agreement to lease or purchase the Property, an executed Property lease, or an executed purchase agreement for the Property granting the Developer a right to use the Property for purposes of installing the Facility.

Property Owner:

Developer:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Customer Name: _____
Customer Company Name (if Applicable): _____
Customer Address: _____
City, State Zip Code: _____
Account Number: _____

Date (include Month, Day, Year): _____

Attn: National Grid

51215 Western ave. Altamont, NY
12009

To Whom It May Concern:

I _____, authorize my contractor
Print Customer Name & Company Name (If Applicable)

_____ to act on my behalf on all matters
Print Installer Name & Installer Company Name

pertaining to the application, and interconnection process of the _____ Distributed Generation
project to be installed Size in AC KW

at my property at _____.
Address of Installation, City, NY Zip code

If you have any questions, I can be reached at _____.
Phone #

Sincerely,

Signature

Date

Print Name

APPENDIX B

NEW YORK STATE STANDARDIZED APPLICATION
FOR ATTACHMENT OF INVERTER BASED PARALLEL
GENERATION EQUIPMENT
TO THE ELECTRIC SYSTEM OF

Utility: **Niagara Mohawk Power Corporation d/b/a National Grid**

Customer:

Name: _____ Phone: (518) _____

Fax: (____) _____

Email: _____

Address: _____ Municipality: _____

Utility Account Number: _____ Utility Meter No.: _____

Agent (if any):

Name: _____ Phone: (518) _____

Fax: (____) _____

Email: _____

Address: _____ Municipality: _____

Consulting Engineer or Contractor:

Name: _____ Phone: (518) _____

Email: _____

Fax: (____) _____

Address: _____

Estimated In-Service Date: _____

Existing Electric Service:

Capacity: _____ Amperes Voltage: 200/240 Volts
Service Character: ☒ Single Phase () Three Phase

Location of Protective Interface Equipment on Property:

(Include address if different from customer address)

Energy Producing Inverter Information:

Total AC Nameplate Rating of All Inverters: _____

Inverter or Inverter System tested to UL 1741 (most current version)

☒ Yes () No; attach product literature

Manufacturer: _____ Model: _____

Quantity: _____

Rating per inverter: _____ kW

Type: _____ () Forced Commutated () Line Commutated ☒ Utility Interactive () Stand Alone

Rated Output: _____ Amps _____ Volts

Ramp Rate: _____

Method of Grounding ☒ Grounded () Ungrounded

Quantity of Inverters _____

If there is more than one inverter of different types or manufacturers please provide information on separate sheet.

If Applicable:

Step Up Transformer Winding Configuration: Wye-Wye ☒ Wye-Delta () Delta-Wye ()

Other existing DG such as: Stand-by Emergency Generators, other renewable technologies, Microturbines, hydro, fuel cells, battery storage, etc. () Yes ☒ No.

If Yes, provide information about existing generation on separate sheet and include detail on one-line diagram.

Signature:

CUSTOMER/AGENT SIGNATURE

TITLE

DATE

**New York State
Public Service Commission**

**New York State
Standardized Interconnection Requirements and Application Process
For New Distributed Generators and Energy Storage Systems 5 MW or Less Connected
in Parallel with Utility Distribution Systems**

December 2019

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Section I. Application Process

New York State Standardized Interconnection Requirements and Application Process for New Distributed Generators and Energy Storage Systems 5 MW or Less Connected in Parallel with Utility Distribution Systems (“SIR”)

A. Introduction

This SIR provides a framework for processing applications to:

- interconnect new distributed generation (DG) facilities with an alternating current (AC) generator nameplate rating of 5 MW or less aggregated on the customer side of the point of common coupling (PCC);
- interconnect new energy storage system (ESS) facilities with an AC inverter/converter nameplate rating of 5 MW or less aggregated on the customer side of the PCC that may be stand-alone systems or combined with existing or new DG (Hybrid Projects), however, maximum export capacity onto the utility distribution system is capped at an AC nameplate rating or AC inverter/converter nameplate rating of 5 MW; and,
- review any modifications affecting the interface at the PCC to existing DG and/or ESS facilities with an AC nameplate rating of 5 MW or less (aggregated on the customer side of the PCC) that have been interconnected to the utility distribution system, and where an existing contract between the applicant and the utility is in place.

Distributed Generation or Energy Storage Systems neither designed to operate, nor operating, in parallel with the utility’s electrical system are not subject to these requirements. This document will ensure that applicants are aware of the technical interconnection requirements and utility interconnection policies and practices. This SIR will also provide applicants with an understanding of the process and information required to allow utilities to review and accept the applicants’ equipment for interconnection in a reasonable and expeditious manner.

The time required to complete the process will reflect the complexity of the proposed

project. Projects using previously submitted designs certified per the requirements of Section II.H, Equipment Certification, will move through the process more quickly, and several steps may be satisfied with an initial application depending on the detail and completeness of the application and supporting documentation submitted by the applicant. Applicants submitting systems utilizing certified equipment however, are not exempt from providing utilities with complete design packages necessary for the utilities to verify the electrical characteristics of the generator systems, the interconnecting facilities, and the impacts of the applicants' equipment on the utilities' systems.

The application process and the attendant services must be offered on a non-discriminatory basis. The utilities must clearly identify their costs related to the applicants' interconnections, specifically those costs the utilities would not have incurred but for the applicants' interconnections. The utilities will keep a log of all applications, milestones met, and justifications for application-specific requirements. The applicants are to be responsible for payment of the utilities' costs, as provided for herein. Any unspent project analysis/study fees shall be applied forward to any subsequent analysis applicable to a given application/project.

All application timelines shall commence the next Business Day following receipt of information from the applicant or the utility.

Staff of the Department of Public Service ("DPS Staff") will monitor the application process to ensure that applications are addressed in a timely manner. To perform this monitoring function, DPS Staff will meet periodically with utility and applicant representatives.

A glossary of terms used herein is provided in Section III.

B. Application Process Steps for Systems 50 kW or Less

Exception 1: For inverter based systems above 50 kW up to 300 kW, applicants may follow the expedited application process outlined in this section provided that the inverter based system has been certified and tested in accordance with the most recent revision of UL 1741 and its supplement A (SA), and the utility has approved the project accordingly. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for the expedited process, and whether it is approved for interconnection if eligible for expedited process. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the inverter based system is not eligible for the expedited application process, the applicant can:

- 1) Proceed with the remaining steps of Section I.C of the SIR (Systems above 50 kW up to 5 MW); or
- 2) request a review by DPS Staff.

Exception 2: For non-inverter based system 50 kW or less, the applicant should be aware that additional information and review time may be required by the utility (refer to Step 3). The applicant must include the items required in Step 5 of the Application Process Steps for Systems above 50 kW up to 5 MW in its original application. This exception should not be considered the rule, but used by the utility only in justified situations. Utilities are encouraged to use the expedited process whenever possible. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for expedited process, and whether it is approved for interconnection if eligible for expedited process. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the non-inverter based system is not eligible for the expedited application process, the applicant can:

- 1) Proceed with the remaining steps of Section I.C of the SIR (Systems above 50 kW up to 5 MW); or
- 2) Request a review by DPS Staff.

Exception 3: For all systems 50 kW or less, that are proposed to be installed in underground secondary network areas, the applicant should be aware that additional information and review time may be required by the utility (refer to Step 3). In some cases, interconnection may not be allowed or approved. DG systems interconnected to underground secondary network systems can cause unique design issues and overall reliability problems for the utilities. For this reason, additional review and analysis may be needed on a case by case basis. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, project is eligible for the expedited process, and whether it is approved for interconnection if eligible for expedited process. The utility shall notify the applicant in writing of its findings upon review of the application. If the utility determines that the DG system cannot be interconnected, the applicant can request a review by DPS Staff.

STEP 1: Initial Communication from the Potential Applicant

Communication could range from a general inquiry to a completed application.

STEP 2: The Inquiry is Reviewed by the Utility to Determine the Nature of the Project

Technical staff from the utility may discuss the scope of the interconnection with the potential applicant (either by phone or in person) and provide a copy of the SIR document and any utility specific technical specifications that may apply. A utility representative shall be designated to serve as the single point of contact for the applicant in coordinating the potential applicant's project with the utility.

STEP 3: Potential Applicant Files an Application

The potential applicant submits an application package in the name of the customer¹ to the utility. No application fee is required of the applicant for systems 50 kW or less. A complete application package will consist of all items detailed in Appendix F. Electronic submission of all documents via the Interconnection Online Application Portal ("IOAP") is required. The utility has ten (10) Business Days upon receipt of the original application submittal to determine if the application is complete, meets the SIR technical requirements in Section II, and/or approved for interconnection if all other requirements are met. The utility shall notify the applicant by email, fax, or other form of written communication. If the application is deemed not complete by the utility, the utility shall provide a detailed explanation of the deficiencies identified and a list of the additional information required from the applicant. Once it has received the required information, the utility shall notify the applicant of the acceptance or rejection of the application within ten (10) Business days. If the applicant fails to submit the additional information to the utility within thirty (30) Business Days following the date of the utility's written notification, the application shall be removed from the queue and no

¹ Per the Community Distributed Generation Program Order (15-E-0082), the project sponsor shall submit the interconnection application to the electric utility for approval. The sponsor may be any single entity, including the generation facility developer, an energy service company (ESCO), a municipal entity such as a town or village, a business or not-for-profit corporation, a limited liability company, a partnership, or other form of business or civic association.

further action on the part of the utility is required.

The utility's notification of acceptance to the applicant shall include an executed New York State Standardized Interconnection Contract and the applicant may proceed with the proposed installation. The utility shall also indicate in its response to the applicant whether or not it plans to witness the testing and verification process in person.

An application will be placed in each utility's interconnection inventory once it is accepted as complete. If the final acceptance as set out in Step 6 below is not completed within twelve (12) months as a result of applicant inactivity, the utility has the right to notify the applicant by U.S. first class mail with delivery receipt confirmation that the applicant's project will be removed from the utility's interconnection inventory if the applicant does not respond within thirty (30) Business Days of the issue of such notification and provide a project status update and/or justification as to why the project should remain in the utility's interconnection inventory for an additional period of time.

With respect to an applicant proposing to install a system rated 25 kW or less, that is to be net-metered, if the utility determines that it is necessary to install a dedicated transformer(s) or other equipment to protect the safety and adequacy of electric service provided to other customers, the applicant shall be informed of its responsibility for the actual costs for installing the dedicated transformer(s) and other safety equipment. Appendix E sets forth the responsibility each applicant shall have with respect to the actual cost of the dedicated transformer(s) and other safety equipment.

STEP 4: System Installation

The applicant will install the DG system according to the utility accepted design and the equipment manufacturer's requirements. If there are substantive design variations from the originally accepted system diagram, a revised system diagram (and other drawings for non-inverter based systems) shall be submitted by the applicant for the utility's review and acceptance. All inverter based systems will be allowed to interconnect to the utility system for a period not to exceed two hours, for the sole purpose of ensuring proper operation of the installed equipment.

For net metered systems as defined in Section II.A.6, Metering, any modifications related to existing metering configurations to allow for net energy metering for residential, farm service and non-residential wind electric generating systems shall be completed by the utility

within ten (10) Business Days of either notification to the utility that the installation has been completed or request for a verification test, whichever comes first.

STEP 5: The Applicant's Facility is Tested in Accordance with the Standardized Interconnection Requirements

Verification testing will be performed by the applicant in accordance with the written verification test procedure provided by the equipment manufacturer. If the utility requested to witness the testing and verification process in person as required in Step 3, the applicant shall provide a written letter of notification to the utility that the system installation is completed, including any applicable inspections and authorization. After receipt of notification, the verification testing will be performed within ten (10) Business Days, at a mutually agreeable time. If the utility has opted not to witness the test, the applicant will send the utility within five (5) Business Days of completion of such tests a written notification certifying that the system has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The applicant's facility will be allowed to commence parallel operation upon satisfactory completion of the tests in Step 5. The applicant must have complied with, and must continue to comply with, all contractual and technical requirements.

STEP 6: Final Acceptance

Within five (5) Business Days of receiving the written notification of successful test completion from Step 5, the utility will issue to the applicant a formal letter of acceptance for interconnection. Within five (5) Business Days of the completion of the on-site verification, the utility will issue to the applicant either a formal letter of acceptance for interconnection or a detailed explanation of the deficiencies in the system.

C. Application Process Steps for Systems above 50 kW up to 5 MW

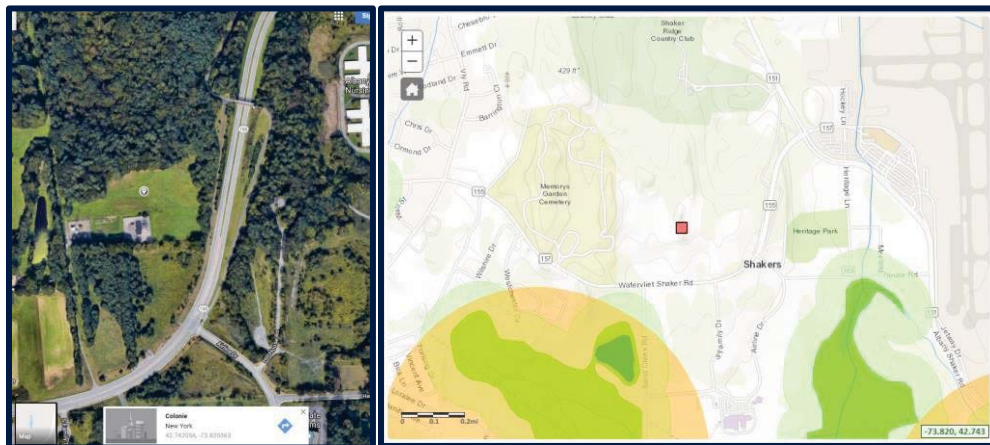
For inverter based systems above 50 kW up to 300 kW, certified and tested in accordance with the most recent revision of UL 1741 and its supplement A (SA), applicants and utilities are encouraged, but not required, to use the expedited application process (Section I.B).

Exception 1: For all systems 50 kW up to 5 MW that are proposed to be installed in underground secondary network areas, the applicant should be aware that a Coordinated Electric System Interconnection Review (CESIR) may be required by the utility, based on each

Radar Tower

Ground mounted array; 925 Watervliet Shaker Rd, Albany, NY 12211

This location will require tree clearing. The County may choose to remove or relocate the current trees at this location. Also, if desired by the County, the solar developer may remove the trees and do a 1-for-1 replacement or relocate the current trees. Note there are two prospective layouts. This is based on the currently available NYSERDA incentives. At this time systems under 750kW yield a higher incentive than a system over 750kW. However, a larger system yields higher production compensating for the lower incentive. It is recommended to provide both system footprints for vendors to provide a design and pricing. NYPA will evaluate the most economical value once pricing is received.



* Project location

*the photo on the right depicts the DEC wetland mapper

Proposed System Size 1.6MW DC (1.3MW AC)



Albany County Cornell Coop

Ground mount; 24 Martin Road, Voorheesville, NY 12156

Please see the environmental photo below, per the NYS DEC Environmental Resource Mapper, this location is within a wetland buffer zone. It is also within the vicinity of bats listed as endangered or threatened.

This location will require some tree clearing. The County may choose to remove or relocate the current trees at this location. Also, if desired by the County, the solar developer may remove the trees and do a 1-for-1 replacement or relocate the current trees.



*DEC Environmental Resource Mapper

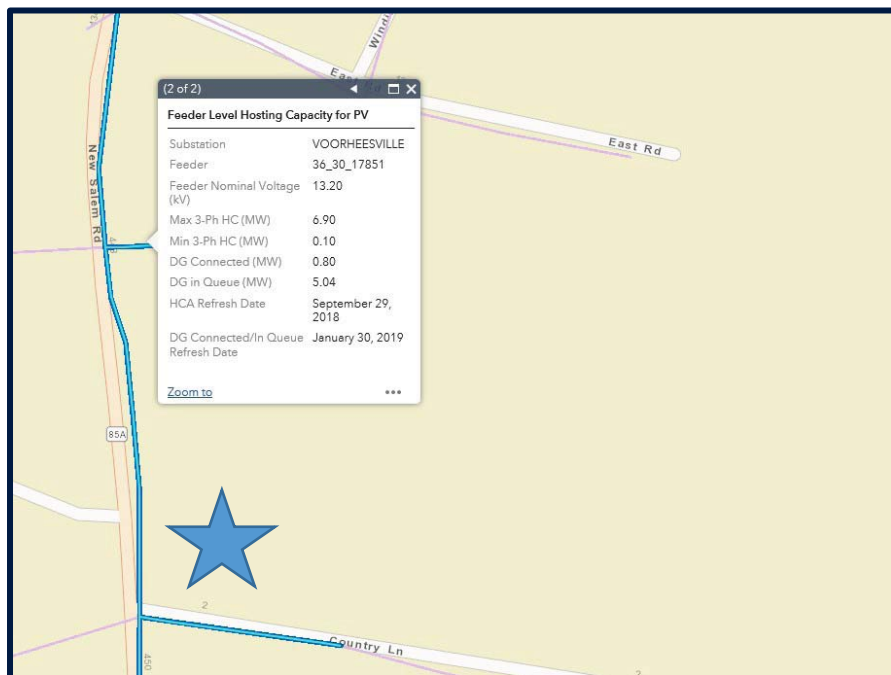
Proposed System Size: 370 kW DC (310 kW AC)



200 kW DC (168 kW AC)



The photo below is of National Grid's hosting capacity map, the blue star represents the location of the solar array. At this time there is capacity to connect the solar arrays to National Grid's infrastructure. For this location there is ~960kW available at this time. Note, there is no 3V0 protection at this substation.



RESOLUTION NO. 14

AUTHORIZING A CUSTOMER PROJECT COMMITMENT AGREEMENT WITH THE NEW YORK POWER AUTHORITY REGARDING THE DEVELOPMENT OF SOLAR PANEL SYSTEMS AT COUNTY FACILITIES

Introduced: 2/10/20

By Public Works Committee:

WHEREAS, The County Executive has requested authorization to enter into an Customer Project Commitment agreement with the New York Power Authority (NYPA) regarding the development of photovoltaic systems with the option for battery storage at seven separate locations throughout the County, for a term commencing February 15, 2020 and ending February 14, 2023, and

WHEREAS, The Customer Project Commitment Agreement outlines the advisory services that will be provided by NYPA including project planning, development and issuance of a Request for Proposals (RFP), and evaluation of the RFP, and

WHEREAS, The County will receive credits on its utility bills for the in-front of meter sites based on the value of distributed energy resources, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a Customer Project Commitment Agreement with NYPA, Albany, NY 12207 regarding the development of photovoltaic systems with the option for battery storage at seven separate locations throughout the County, for a term commencing February 15, 2020 and ending February 14, 2023, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement regarding the aforementioned Authorization to Proceed as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 2/10/20

Mr. R. Joyce abstained.